



Contract Number

SAP Number

Department of Risk Management

Department Contract Representative	Victor Tordesillas
Telephone Number	909-386-8621
Contractor	Origami Risk LLC
Contractor Representative	Jason Franks
Telephone Number	847-786-2066
Contract Term	9/27/2023 – 9/26/2028
Original Contract Amount	
Amendment Amount	
Total Contract Amount	\$1,665,375
Cost Center	Various

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County Department of Risk Management (County) desires to enter into a software license agreement and obtain an Automated Claims System for the Administration of workers' compensation and liability claims;

WHEREAS, the County conducted a competitive process to find Origami Risk LLC (Contractor) to provide these services, and

WHEREAS, the County finds Contractor qualified to provide such software and services required by County as set forth under this agreement (referred to as "Agreement" or "Contract"); and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 "Affiliates": collectively, municipalities, school districts, and other tax districts within County.

- A.2** “Change Order”: Mutually agreed upon revision to an SOW, which may include changes to milestones, implementation timeline, and costs.
- A.3** “County”: San Bernardino County.
- A.4** “Contractor”: the individual or entity identified as providing the Software and/or Services.
- A.5** “DRM”: County’s Department of Risk Management.
- A.6** “Effective Date”: the date of execution of the Contract.
- A.7** “EFT”: Electronic Funds Transfer.
- A.8** “P.O”: a purchase order specifying the types and quantity of Services or Software ordered, the method of delivery, the delivery date required and the location to which Software is to be shipped or the Services are to be provided.
- A.9** “Services”: professional consulting, which may include implementation, design, customization, maintenance, help desk or other services necessary or desired by County as specified in an SOW.
- A.10** “Software”: computer programs, procedures, rules, routines, or subroutines software that controls the execution of programs, and software that provides services such as resource allocation, scheduling, input/output control, and data management; application-independent software that supports the running of application software; software designed to facilitate the operation and maintenance of a computer system and its associated programs; and computer programs or routines designed to perform some general support function required by other application software, by the operating system, or by the system users, such as formatting electronic media, making copies of files, or deleting files, in each case, as applicable, and as embodied in the software-as-a-service solution provided via [https://live.Service ProviderRisk.com](https://live.ServiceProviderRisk.com) or another designated web site or IP address or mobile application.
- A.11** “SOW”: a statement of work that identifies Services provided by Contractor, including a reasonably detailed task list or specifications, the fees associated with the Services, and other information regarding the scope of work, as mutually agreed by the Parties.

B. CONTRACTOR RESPONSIBILITIES/SCOPE OF WORK

- B.1** Contractor hereby grants County a nonexclusive, royalty-free right and license to access and use the software product and software documentation, as defined herein, solely for its own internal business operations, subject to the terms and conditions of this agreement, as part of the License.
- Software product shall mean Contractor’s Software, developed by Contractor, including any related Documentation and Maintenance Releases to such Software delivered by Contractor to County.
 - Maintenance Release shall mean patches, revisions and updates made available to County.
 - Software Documentation shall mean Contractor’s user manual which shall be made available to County from the “Help” menu in the Software Product.
 - The Software Product may be accessed and used only by the number of user licenses acquired.
 - The Software Product may be used for development, staging, technology integration and testing, each as set forth in a SOW or Order Form; and
 - County shall have no right to distribute or disclose the Software Product or any component thereof, to any third party, except to the extent that such third-party needs access on a need-to-know basis, subject to obligations of confidentiality, to assist County in the use,

operation and support of the Software Product, and subject to Section 2(e) of the Software Subscription Agreement attached hereto as Attachment E.

B.2 County will not permit an employee or other third party to copy, use, analyze, reverse engineer, decompile, disassemble, translate, convert, or apply a procedure or process to the software product in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listing for the Software Product or any trade secret information or process contained in the Software Product or remove any product identification, copyright or other notices.

B.3 Limited Warranty

Contractor provides the warranties set forth in Section 8 of the Software Subscription Agreement attached hereto as Attachment E.

The warranties set forth in such section are limited warranties and are the only warranties made by Contractor. County receives no additional warranties of conditions, express, implied, or statutory, and specifically disclaims any warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement of third-party rights. Contractor does not warrant that the software product will meet all of the County's requirements or that the use of the software product or services will be uninterrupted or are error or bug free. County acknowledges that neither contractor nor its third-party providers control the transfer of data over communications facilities, including the internet and that the hosting site may be subject to limitations, delays, and other problems inherent in the use of such communication facilities. Contractor is not responsible for any delays, delivery failures, or other damage resulting from such problems.

B.4 Professional Services

The Services to be provided by Contractor and Contractor's responsibilities are as set forth in this Section B, and as more fully described in Attachment A-2, as attached hereto and incorporated herein by this reference. Upon request by County or Contractor, the scope of Services may be adjusted through a mutually agreed Change Order defining the impact of any changes, including the fees or any other aspect of the provision of Services.

B.5 Application Maintenance and Upgrade Support

Contractor shall provide application maintenance, which includes product enhancements and shall make available to County subsequent major product upgrades at no cost, provided that such maintenance, enhancements, and product upgrades are provided across Contractor's entire client base.

B.6 Digital Media and Correspondence

Any or all correspondence, reporting and media will be communicated electronically to the Director of Risk Management and other designated contacts.

B.7 Contractor "Key Personnel"

Contractor must provide a list of the individuals who will provide services to County and their respective qualifications; these individuals will be designated as "key personnel" in the Statement of Work. Contractor shall make commercially reasonable efforts to maintain the consistency of the project team. Contractor shall use commercially reasonable efforts to promptly notify County in writing of the impending or actual departure of any key personnel and of the qualifications and identity of proposed replacement staff. Contractor shall bear sole responsibility for any costs associated with transferring the services to the new key personnel. At County request, Contractor shall provide an organizational chart (or such other information) to delineate reporting relationships among assigned staff.

B.8 Contractor's Name and Tax ID Number

Contractor is required to maintain the same name and tax ID for the duration of the contract. However, if a change occurs, Contractor shall promptly notify County in writing of any change of name or tax identification number and as requested should provide a new IRS W9 form and promptly complete and return updated electronic fund transfer forms.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Contractor may assign this Contract, in whole or in part, to a parent or wholly owned subsidiary of a party, or as part of a corporate reorganization, consolidation, merger, or sale of all of its assets, provided that Contractor provides County prompt notice of such assignment, , and County has the right to terminate this Contract, if required by applicable law.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall in compliance with applicable law ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. Contractor shall conduct periodic background checks, at Contractor's sole expense. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal,

professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 HIPAA Compliance

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. Contractor shall execute and comply with the attached Business Associate Agreement (Attachment B). Contractor further agrees to comply with the requirements of other federal and state law that apply to Contractor's obligations performed pursuant to Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. If Contractor changes the primary contact, Contractor shall promptly notify the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Director of the Department of Risk Management and/or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority for County in all matters pertaining to the Services/Scope of Work by Contractor. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made promptly after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand.

C.14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors in the fulfillment of its obligations under this Contract is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's

System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors in the fulfillment of its obligations under this Contract are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

C.15.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.15.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.15.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted, in each case to the such laws and regulations are applicable to Contractor in the performance of its obligations.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use commercially reasonable efforts to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use commercially reasonable efforts to use both sides of paper sheets for reports submitted to the County whenever practicable.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer, in violation of applicable law, (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if the County determines in good faith that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall promptly report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their commercially reasonable efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all laws, rules, regulations, court orders and governmental agency orders to the extent applicable to each party independently. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations to perform its obligations in this Contract. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Failure to maintain a required license, permit and/or certification may result in termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County in its response to the County's request for proposal that led to the Contract award, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data. The following information shall not be considered confidential information subject to this section: (i) information that is publicly available or later becomes available other than through a breach of this Agreement; (ii) information that is known to the receiving party or its representatives prior to such disclosure or is independently developed by the receiving party or its representatives subsequent to such disclosure; or (iii) information that is subsequently lawfully obtained by the receiving party or its representatives from a third party without obligations of confidentiality.

This Agreement is subject to compliance with the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 7920.005) (collectively, “Regulations”). County shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that Contractor identifies as exempt from public disclosure, and clearly marks as “Confidential” or “Proprietary”. Contractor represents that it has a good faith belief that its Confidential Information is exempt from disclosure under the Regulations and agrees to reimburse County for, and to indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation, attorneys’ fees, expenses, and court costs of any nature arising from or relating to County’s non-disclosure of any such information based on Contractor’s request. If the receiving Party receives a subpoena, other validly issued administrative or judicial process, or public records request requesting Confidential Information of the other Party, it will, to the extent legally permissible, promptly notify the other Party and if requested by the other Party, tender to the other Party the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiving Party will then be entitled to comply with the request to the extent permitted by law.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or reasonably suspected situation is delaying or threatens to delay the timely performance of this contract, that party shall, promptly give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 RESERVED

C.29 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through

the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.29.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract to demonstrate accountability for contract performance. All such records shall be complete and current and comply with all Contract requirements. County's funding is contingent on County providing proof of performance to its funding sources – as such, Contractor's failure to provide reasonably acceptable records pertaining to the delivery of services hereunder to County shall be considered grounds for withholding of payments for invoices submitted if County is unable to receive the necessary funding it requires for payment of such invoices.

All such records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors in the fulfillment of its obligations under this Contract who may supply any part of the Services to County (the Subcontractor). At County's request, Contractor shall provide information regarding the Subcontractor's qualifications and a listing of a Subcontractor's key personnel including, if requested by the County, resumes of proposed Subcontractor personnel. Contractor shall remain directly responsible to County for its Subcontractors and shall indemnify County for the actions or omissions of its Subcontractors under the terms and conditions specified in Section G. All approved Subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any Subcontractor, Contractor shall:

- C.36.1** Be responsible for Subcontractor compliance with the Contract and the subcontract terms and conditions; and
- C.36.2** Ensure that the Subcontractor follows County's reporting formats and procedures as specified by County.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

Notwithstanding the foregoing, County agrees that Contractor will use Amazon Web Services (a hosting services provider) ("AWS") as a Sub-processor of Client Data. County provides general authorization to AWS's use of sub-processors to provide processing activities on Client Data on behalf of Contractor and County. The AWS website will list Sub-processors that are engaged by AWS to access Client Data (see <https://aws.amazon.com/compliance/sub-processors/>). At least 30 days before AWS authorizes and permits any new Sub-processor to access Client Data, AWS will update the applicable website and provide a mechanism to obtain notice of that update (currently via <https://pages.awscloud.com/sub-processors/>). Client Data as used in this paragraph has the meaning given to that term in the Software Subscription Agreement, attached hereto as Attachment E.

C.37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Non-Appropriation of Funds

This Contract may be terminated by County upon thirty (30) days' prior written notice if County does not receive funds sufficient to continue payments set forth in this Contract. In the event of termination due to a lack of appropriations, County will pay Contractor for all fees and expenses, except reasonably disputed fees and expenses, related to the software and/or services received prior to the effective date of termination. For payments made in advance, termination pursuant to this section shall be effective as of the last day of the then-current period.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their commercially reasonable efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists in violation of applicable laws, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide upon request of County, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of Contractor. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein on criminal and civil proceedings from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information on criminal and civil proceedings against Contractor by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, or key employees, has within the last ten years, been indicted on

or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 RESERVED

C.45 RESERVED

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 RESERVED

C.48 RESERVED

C.49 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County promptly upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must promptly provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract.

Contractor must promptly notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C.50 RESERVED

C.51 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, upon County's request, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

C.52 RESERVED

D. TERM OF CONTRACT

This Contract is effective as of 9/27/2023 and expires 9/26/2028 but may be terminated earlier in accordance with provisions of this Contract.

E. RESERVED

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$1,665,375 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

F.2 County agrees to pay Contractor the Software and Service fees as per the Pricing Detail as specified in Attachment A-1 and Attachment A-2, as attached hereto and incorporated herein. County shall pay the Contractor per the invoicing schedule set forth in the Order Forms or SOWs, as applicable. County shall make payment to Contractor within forty-five (45) days after receipt of invoice or the resolution of any billing dispute that is made in good faith; provided, however, that any portion of an invoice that is not disputed shall be paid to Contractor within forty-five (45) days after receipt of such invoice.

F.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms reasonably provided by County required to process EFT payments.

- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5** Costs and expenses for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** **RESERVED**
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) attached hereto as Attachment F when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

Contractor will indemnify, defend, and hold harmless County and its officers, employees, and agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses to the extent arising from infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by the Service (as defined in the Software Subscription Agreement attached hereto as Attachment E). If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Contractor's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the Service. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County.

If the Service or any part of the Service is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Contractor may, at its option: (i) procure for County the right to continue receiving the Service; (ii) replace or modify the Service to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of Service upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such Service.

G.2 Additional Insured

Contractor's Commercial General Liability policy shall contain an additional endorsement naming the County and its officers, employees, and agents as additional named insured with respect to

liabilities arising out of the performance of services hereunder. The additional insured endorsement shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of the Commercial General Liability coverage to waive all rights of subrogation against the County, its officers, employees, agents, contractors and subcontractors. The Commercial General Liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder. Contractor shall provide written notice to the Department within thirty (30) days in the event that insurance is terminated or expires such that Contractor no longer complies with the requirements of this Section G. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Self-Insured Retention

Contractor is not self-insured.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract, which will be negotiated in good faith by both parties.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Personal injury.
- e. Contractual liability.
- f. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- G.11.5** Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- G.11.6** **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

H. RIGHT TO MONITOR AND AUDIT

- H.1** The State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted.
- H.2** The audit rights contained in this Section are limited to those audit rights which are applicable to Contractor in the performance of its obligations and the audit rights are limited to such audit rights as necessitated by applicable law.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

- I.1** In the event of a material breach not cured by the breaching party within thirty (30) days of receipt of notice from the non-breaching party, non-breaching party may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- I.1.1** Afford the breaching party thereafter an additional time period within which to cure the breach, which period shall be established at the sole discretion of non-breaching party; and/or
- I.1.2** After the cure period, terminate this Contract immediately. If County terminates the Contract for Contractor’s breach in accordance with this section, Contractor shall refund to County, within 45 days of the effective date of such termination, any prepaid but unearned fees paid to Contractor in advance by County. If Contractor terminates the Agreement for County’s breach in accordance with this section, all unpaid Fees for services rendered prior to the date of termination shall become due and payable.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Department of Risk Management
222 W. Hospitality Lane, 3rd Floor
San Bernardino, Ca 92415

Origami Risk LLC
222 N. LaSalle St.
Ste. 2100
Chicago, IL 60601

Attn: Legal

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

M. INTEGRATION AND ORDER OF PRECEDENCE

Attachments A through F are hereby incorporated herein and form a part of this Agreement to the extent that there is a conflict between the documents comprising the Agreement, the following order of precedence shall apply:

- M.1** Applicable federal and State laws, regulations and policies;
- M.2** Change Orders/ Amendments;
- M.3** The terms and conditions in the body of this Contract;
- M.4** The Business Associate Agreement (Attachment B);
- M.5** The terms of the Schedules, Exhibits, Attachments and/or other documents attached to this Agreement, with each given precedence based on the hierarchy of the alphanumeric designation,
- M.6** Contractor Response to the RFP;
- M.7** County RFP

Notwithstanding the foregoing order of precedence, the parties agree as follows:

1. The entirety of the scope of work as contracted between the parties is set forth in the Order Form and Statement of Work attached hereto and Section V of the County's RFP is not binding between the parties.
2. The terms and conditions set forth in this Contract shall replace and supersede in its entirety the terms and conditions set forth in Section X of the County's RFP.
3. The Business Associate Agreement set forth as Attachment B to this Contract replaces and supersedes in its entirety the Exhibit I - Business Associate Agreement attached to County's RFP.
4. The Business Associate Addendum set forth in Attachment B to this Contract replaces and supersedes in its entirety the Exhibit II – Business Associate Addendum attached to County's RFP.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy

ORIGAMI RISK LLC

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Bonnie Uphold, Supervising Deputy County Counsel	► _____	► _____
Date _____	Date _____	Date _____

ATTACHMENT A-1
ORIGAMI RISK ORDER FORM

CONTACT INFORMATION	
Client: San Bernardino County, California Address: 222 W. Hospitality Lane, Third Floor San Bernardino, CA 92415-0016 Primary Contact: Paul Kiehl Primary Contact Email: pkiehl@rm.sbcounty.gov	Bill To Contact: Paul Kiehl Bill To Email: pkiehl@rm.sbcounty.gov Is purchase order (PO) required? ☐ Upon entering into this Order Form, please send any Pos, vendor registration links or tax exemption certificates to finance@origamirisk.com

SUBSCRIPTION DETAILS
Subscription Term: 60 Months Effective Date: Effective Date (as defined in the Agreement)

RECURRING SUBSCRIPTIONS – LICENSES	
Subscription	Quantity / Functionality Purchased
RMIS	Functionality Selected
Full User(s)	17 User(s)
Light User(s)	13 User(s)
Claims Admin User(s)	50 Claims Admin User(s)
View-Only User(s)	50 View-Only User(s)
Workers' Compensation Solution(s)	1 Jurisdiction(s) Available
Enterprise-Wide Record Entry	Up to 2,500 records added per year
Mobile App	License Selected - Mobile App
Annual Total: \$184,250.00	

RECURRING SUBSCRIPTIONS – HOSTING	
Subscription	Quantity / Functionality Purchased
Hosting, Network & Storage	Up to 200,000 Claim(s), Incident(s), Policy(ies), and Other Record(s)
Free Searchable File Attachment Storage	Includes 50 GBs of Searchable file storage.
Additional File Attachment Storage	50 Additional GBs of Searchable File Attachment Storage
Additional Non-Searchable File Attachment Storage	400 Additional GBs of Non-Searchable File Attachment Storage
Annual Total: \$56,500.00	

RECURRING SUBSCRIPTIONS – DATA PROCESSING	
Subscription	Quantity / Functionality Purchased
CMS-111 Interface	Integration Selected - 1 RRE - (Batch Process)
HR Employee Interface	Integration Selected - Peoplesoft import of employees and employee details (Batch Process)
Medbill 2 way interface	Integration Selected - Careworks (Batch Process)

Location Feed	Data Feed Selected - Facilities details import - Archibus Space Management (Batch Process)
Accounts Payable 2 Way Interface	Integration Selected - Auditor Controller (Batch Process - bi-directional check process)
ISO Claim Search / Fraud Indexing	Integration Selected - ISO (Batch Process) Note: Requires direct contract for County w/ ISO for ClaimSearch fees
Utilization Review Provider - Medex	Special Data Processing - Medex (Batch Process)
SAP for ATC Dept - audit/treasury/tax	Special Data Processing - Import from SAP for ATC (Batch Process)
Attorney Bills Review – County Counsel	Special Data Processing - County Counsel System (Batch Process)
EDI w/ Mitchell - FROI/SROI replace EBIX w. Mitchell	Special Data Processing - Mitchell International (Batch Process) Note: Requires direct contract for County w/ Mitchell for EDI FROI/SROI fees
Pharmacy Benefits - MyMatrixx/Cigna Health	Special Data Processing - MyMatrixx/Cigna Health (Batch Process)
Fleet Schedule Feed	Integration Selected - import fleet vehicles from a single feed from fleet solution, Faster
Annual Total: \$60,000.00	

RECURRING SUBSCRIPTIONS – SUPPORT	
Subscription	Quantity / Functionality Purchased
Ongoing Support Hour(s)	60 Hour(s) annually
Annual Total: \$13,500.00	

Annual Fees (before discount): \$314,250.00
Discount (applied to \$314,250.00): (\$9,250.00)
Total Annual Fees: \$305,000.00

BILLING DETAILS AND ADDITIONAL TERMS
This Order Form is effective as of the Effective Date (as identified above) for the purchase of the subscription services listed above from Origami Risk LLC (“Origami”). This Order Form is subject to all the terms and conditions of the underlying agreement between Client and Origami (the “Agreement”). To the extent the Agreement does not contemplate order forms, this Order Form will be deemed a Statement of Work for purposes of the Agreement. This Order Form will be deemed a part of the Agreement. Fees for the first year of recurring subscription fees and all one-time fees under this Order Form will be invoiced and due upon execution of this Order Form. Fees for ongoing contract years are due annually upfront on each anniversary date thereafter. All fees are subject to applicable sales tax, which will appear separately on each invoice. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred. Service descriptions and service-specific terms and conditions are set forth at origamirisk.com/servicedescriptions, which are hereby incorporated by reference in the form available at such link as of the Effective Date. Additional professional services may be set forth in other Statements of Work as agreed between the parties. Special Product Description:

View-Only User = These users allow for read/view-only access to the system. These users may view dashboards/reports which have been setup for them as well as will be able to create/produce “Printable Abstracts”

Throughout the Term of this Order Form, Client will have the ability to purchase additional licenses and/or Professional Service hours at the rates identified in the tables below:

Cost for additional hours:

Ongoing Professional Service Hours	Rate
Purchased in blocks of 10 hours	\$225 per hour

Costs for additional licenses:

License Type	Cost Per year
Full User	\$1,725 per license added
Light User	\$575 per license added
Claims Admin User	\$3,105 per license added
Read-Only User	\$75 per license added

File Attachment Storage:

	Cost Per year
Non-Searchable File Attachment storage	\$ 2,500 per year to add additional 100 GB of file attachment storage
Searchable File Attachment storage	\$ 1,000 per year to add additional 100 GB of file attachment storage

ORDER FORM APPROVAL

The undersigned agree to this Order Form.

ORIGAMI RISK LLC

SAN BERNARDINO COUNTY

By: _____

By: _____

Name: _____
(Print Name)

Name: _____
(Print Name)

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A-2 **STATEMENT OF WORK**

This Statement of Work (“SOW”) describes services to be performed by Origami Risk LLC (“Origami”) for San Bernardino County (“Client”). This SOW is subject to all the terms and conditions of the Software Subscription Agreement between Client and Origami (the “Agreement”), into which it will now be integrated as Attachment A-2. Capitalized terms used herein shall have the meanings set forth in the Agreement.

OVERVIEW

This SOW sets forth the Professional Services to conduct the implementation of the Service. The term of this SOW shall begin on the Effective Date of the Agreement and continue until Go-Live of the Service (as defined below). This SOW does not include subscriptions to the Service. All subscriptions and associated fees are set forth in a separate Order Form between the parties that is attached as Attachment A-1 to the Agreement.

The following sections of this SOW further describe the process, responsibilities & deliverables to be accomplished during the implementation process.

Client currently utilizes the Insurity Claims Express system for Claims Intake and Administration. A conversion of the data from this system will be completed as well as setup of the Origami Risk system for portal & mobile app field-based reporting of new incidents. In-house claims administration / adjudication will be accomplished as further described by this SOW to include full life cycle reserving/payments and recoveries (subrogation process.)

System interfaces are further described in the Interfaces section of this SOW. There are various vendors and system from which Origami will share data. For file attachments, this SOW does not include interfacing nor converting documents from Client’s existing FileNet system. Documents which reside in the Insurity Claims Express system will be converted by Origami and file attachments going forward will be stored by Client (emailed in or drag/drop functionality) using Origami Risk’s standard file/document management capabilities.

Key Origami Risk Personnel:

Project Manager (PM)	The project will be implemented using Origami’s Iterative Project Management methodology and Origami will assign a Project Manager to facilitate the process as outlined in the Project Management section of this SOW.
Service Delivery Manager (SDM)	The SDM is responsible for the overall delivery of the project as well as staffing/driving the success of team members.

Target Go-Live Date:

Both parties agree to use reasonable and good faith efforts to complete the implementation on or before July 1, 2024 (the “Deployment Date”). Both parties understand and agree that the implementation process is iterative and that this Deployment Date may change during the implementation. Both parties acknowledge and agree that the Deployment Date is dependent on the actions of Client, Origami, and other third parties outside of each party’s control.–Therefore, the parties agree that from time to time , it may be necessary to revise the SOW, including adjusting the implementation schedule, by issuing a written document indicating the revision to the SOW and signed by authorized representatives of each party (“Change Order”). The parties agree to negotiate and execute Change Orders in good faith and in a timely manner.

IMPLEMENTATION

Implementation Process

Implementation is the process of configuring the Service for use by Client including system settings, supporting Client in loading data, initial user training, and other work identified in this section of the SOW. The implementation phase is completed when Client is able to utilize the Service platform for the purposes contemplated by the implementation tasks set forth below in this SOW, referred to by Origami as being Live in the system. Origami will manage the overall implementation process, including scheduling and leading meetings, communicating with the team, follow up documentation, and maintaining the project schedule through the Go-Live date. Once Origami moves Client from its staging environment to its live production environment, any additional use of Origami's staging environment after Go-Live will incur additional hosting fees.

Client's provision of timely and accurate specifications, direction and feedback is essential to the implementation. Both parties understand that time is of the essence with regard to the implementation and agree to use reasonable and good faith efforts to promptly complete the implementation.

Origami provides fixed price implementations based on (i) reasonable estimates from Client to complete the deliverables as scoped in this SOW and (ii) Client's continued and uninterrupted effort toward Go-Live. Any voluntary project interruptions or stoppages ordered by Client outside of the project plan or any failures by Client to meet the obligations above will result in the conversion of the implementation to a time and expense engagement, effective upon email notice from Origami to Client and billed monthly as incurred at Origami's bundled hourly rate set forth below after crediting Client for any remaining unused portion of the fixed price.

Service Implementation

Based on the RFP specifications from the Client, Origami estimates that it will need to provide 2,180 hours of professional services for the implementation deliverables set forth in this SOW (including, without limitation, training and project management hours). If there are any changes to the scope of such deliverables and timelines, the parties will agree to meet and negotiate in good faith an amendment to this SOW to resolve any issues and to address any additional requirements. The implementation services will include the following:

Origami will:

- Configure Single Sign-On (SSO) for named users using SAML2.0
- Configure 1 Portal for field based reporting of new incidents by all employees
- Develop the incident forms for Workers' Compensation, Liability, Property, Surety. Within these lines of insurance coverage, there will be 41 sub-categories claim types to be produced. Once Origami and Client have reviewed, The opportunity for potential efficiencies and consolidation will be considered by Client (but not required)
- Mirror the incident form layouts created in the above deliverable to the Origami mobile Flex app to allow for incident reporting through mobile application.
- Mirror the above incident types into claim form layouts for these same coverages and resulting in 41 claim categories
- Deploy Origami's standard occurrence reporting allowing for tracking of multiple claims within one occurrence/event.
- Deploy Origami's standard Claims Administration tools to include tasks (diary function), notes, email function, contact management and file attachments. Deploy standard recoveries/receivables (subrogation) functionality to claims. Configure check request and check details process to have all checks flow through Auditor Controller System (as outlined in the interface section below)
- Reports - Deploy Origami's standard report module to include report templates, custom template and ad-hoc report writing capabilities. Origami to spend up to 80 hours to configure Client's desired reports using standard Origami RMIS templates and/or the custom template design tool*

Known reports identified by Client and known to be prioritized:

- Deploy Origami's standard OSHA 300, 300A, 301 Reporting

- California standard OSIP Report (California Office of Self Insured Plan Report)
- Dashboards - Provide access to Origami's standard Dashboard modules and spend up to 25 hours to configure default dashboards using standard Origami dashboard widgets*
- Deploy Origami's standard Location form layout and provide a one-time import of Client's Locations
- Load up to 15 email templates from Client's provided email templates. (Note templates can be substituted for email templates if so desired)
- Configure up to 15 mail-merge letters using Client's provided letter templates
- Provide access to Origami's standard Data Entry Event functionality and spend up to 50 hours to configure Client's events with corresponding system actions (workflow alerts, notifications and process automation) *
- Configure up to 10 different User Security Profiles/Roles
- Configure Client's Bank Account(s) for claim payments and payment processing workflow, financial limits and approvals as well as Client's reserve/payment categories.
- Configure EDI FROI/SROI for California thru Mitchell International. (Note Client will maintain a direct contract with Mitchell for FROI/SROI Submission fees incurred with Mitchell)
- Configure 1 Cost of Risk Allocation as per "Allocation" section below
- Deploy Origami's standard out of the box Insurance Policy module

*In the event that additional hours in excess of the hours allocated herein are needed to complete the implementation deliverable, the parties may enter into a separate amendment or statement of work to purchase such additional hours.

Client will:

- Provide specifications, direction, and feedback as needed by Origami in a timely manner.
- Configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.

Convert Legacy System [Insurity Claims Express - formally known as SIMS version 2021 R3.1]

Client self-hosts the Insurity Claims Express solution which is a SQL Server 2016 database

Origami will:

- Provide Client with text for data request (if necessary for Client hosted) letter suitable for requesting necessary data from Client's legacy provider, Insurity Claims Express.
- Convert the legacy data from one source and import into the Service. Legacy data will include:
 - Claims
 - Incidents
 - Transactions
 - Notes
 - Tasks
 - Contacts
 - Locations
 - File attachments which reside in Insurity Claims Express

Client will:

- Arrange for an extract of data from the legacy provider, Insurity Claims Express
- Ensure that data received from legacy provider is of a usable format suitable for processing.

Loading Other Supported Risk Data via Data Import Center

Not applicable. All data and file attachments to be imported in this SOW is in the Insurity Claims Express system. A future possible consideration by Client is to bring in all historical Bill Review data, but that is not contemplated in this SOW.

Loading Carrier / TPA Claims Data for Data Processing

Not applicable. There are no TPAs, Carriers involved in this SOW.

Configuring Automated Interfaces, Imports & Extracts To / From 3rd Party Systems

Origami will:

- Implement import routines and schedules required to accommodate imports / exports listed below.
 - CMS111 - Standard CMS111 queries for 1 Responsible Reporting Entity (RRE)
 - Peoplesoft - Import Employees/Employee details
 - Careworks - Medical Bill Review 2 way interface
 - Archibus Space Management - import location/facilities
 - Auditor Controller System - bi-directional check process (check request export and check details import)
 - ISO Claim Search - standard Claim search via ISO
 - Medex - Utilization Review process with Medex
 - SAP - import of audit/tax information for vendors for ATC
 - County Counsel System - import attorney bills review
 - Mitchell International - standard EDI FROI/SROI for California process
 - MyMatrixx/Cigna Health - Pharmacy Benefits Management process
 - Faster Fleet - import Client's fleet/vehicles from a single feed

Client will:

- Arrange for data to be delivered in the agreed upon format, on the agreed upon schedule from the above systems/vendors.
- Coordinate any action required by above systems/vendors to receive and utilize data feeds coming from Origami in the agreed upon format, on the agreed upon schedule.
- Be responsible for any third-party fees associated with usage of their services/systems.

Configuration of Incident Intake Process

Origami will:

- Configure the Enterprise Portal Data Entry Screens to accurately mirror Client's existing process (with below improvements)
- Build the workflow in the Service for proper email notification, mail merge document distribution and task creation according to Client's business rules.

Client will:

- Provide screen shots of existing intake forms currently in use.
- Work with Origami to identify opportunities to improve on current intake forms and process.
- Specify the workflows and individuals required for event triggered emails, tasks and mail merge

Configuration of Allocations

Client has identified they have a cost allocation which is based on budgets for departmental expenses by Workers' Compensation, Liability, Safety Fiscal Operations and Administration costs.

Origami will spend up to a maximum of 50 hours to deploy cost of risk functionality and allocation functionality to support Client's allocation process.

Origami will:

- Configure a list of cost elements within the system utilizing standard tools and the information provided by Client below.
- Build formulas within the standard Allocation tools utilizing the information provided by Client below.

Client will:

- Provide a list of cost elements to be allocated.
- For each cost element above, provide documented explanation of the formula for allocation

Training

Origami will:

- Provide up to 40 hours of training to Client during the implementation period set forth in this SOW. Client Support hours will be eroded for training following this implementation period. Training will be provided at Client offices or online at Client's request. Training can be provided in one session or several on mutual agreement between Client and Origami. Travel & Expenses associated with any on-site training will be pre-approved by Client and billed as incurred.

Client will:

- Provide Origami with guidance about the employees to be trained and any training requirements or a preferred approach.
- If training is to be provided in Client office, provide appropriate meeting space and internet access so Origami can perform the training and also provide for transportation and other expenses for Client employees who attend the training.

Project Management

Origami is founded on a set of **ITERATIVE** processes from top to bottom. These contemporary tenets are the foundation of Origami's ability to deliver better service and faster and more accurate implementations. Origami also maintains a set of best practices, tools and experts for our clients who require a more **TRADITIONAL** approach to managing their implementation project. The selection below indicates the project management model included within this SOW:

This SOW includes:

[Included] Iterative Project Management

[Not Included] Traditional Project Management

Iterative Project Management - Included

Origami will:

- Provide a project manager
- Schedule and lead initial kickoff call or meeting
- Maintain schedule with key deliverables and expected dates
- Lead status calls twice per month
- Maintain project status document containing priority list, open items and changes which may impact timeline
- Coordinate all activity within Origami to complete Origami's tasks on the project schedule and assign project management as shared role of team members
- The Service's administrative tools and screens serve as documentation of the implementation for Client's System Administrator to reference.

Client will:

- Participate in status calls and working meetings

- Coordinate all activity within Client's organization to complete Client's tasks on the project schedule
- Coordinate all activity of Client's 3rd party providers required to complete tasks on the project schedule

Traditional Project Management – Not Included

If included, in addition to the responsibilities listed in Iterative Project Management above, Origami will designate a Project Manager to provide a specified number of hours of project management during the Implementation. This Project Manager will (1) manage the Origami tasks listed in Iterative Project Management above, (2) coordinate meetings and discussions with stakeholders as needed to maintain project progress, and (3) maintain a library of written artifacts and documentation including:

- | | |
|--|--|
| ○ Formal project kickoff agenda | ○ On site agendas |
| ○ Communication plan | ○ Change control management |
| ○ Formal stakeholder analysis | ○ Executive steering committee status call agenda (as needed) |
| ○ Project charter | ○ Origami governance decision management document |
| ○ Collaboration website | ○ UAT test plan for critical items (dependent on Client input and test cases provided) |
| ○ Detailed work breakdown structure | ○ Executive project dashboard |
| ○ Weekly project status calls, agenda, meeting notes | ○ Lessons learned analysis |
| ○ Detailed issues and risks log | |
| ○ Action items list | |
| ○ Detailed project plan | |

Client Roles and Responsibilities

- Client will designate, prior to the start of the implementation, a single point of contact who shall be responsible to coordinate and manage all activities required within Client's organization and make decisions on behalf of Client. This single point of contact may be changed at any time upon Client's notice to Origami.
- Client will designate, prior to the start of this engagement, at least one System Administrator ("Client SA") who will be responsible for working with Origami to implement the Service and maintain the Service thereafter, and who will provide ongoing production support to Client's users, both internal and external. Client SAs will be responsible for setting up and assigning security rights and maintaining user IDs for all users. Client SAs will have sufficient knowledge, skills and abilities to perform their identified project roles.
- Client will provide requested information within a reasonable timeframe as agreed upon by Client and Origami; if providing the requested information is not achievable or will take longer than preferred, Client will promptly inform Origami of the situation and alternative solutions will be determined.
- Client will help resolve project issues and assist with bringing issues to the attention of the appropriate persons within the organization, as required.
- Client will be primarily responsible for obtaining information and resolving any issues pertaining to third party products or services used by Client, if necessary.
- Client agrees generally to provide other reasonable assistance and cooperation to see that services are successfully completed.
- For any deliverables that Origami provides to Client for approval, Client will confirm approval or provide necessary details on any requested remediation promptly unless otherwise agreed between the parties.
- Client will be responsible for testing and quality assurance related to the implementation to ensure that all configurations and customizations operate as intended (including functionality, usability and data access rights), and Origami shall not be responsible for any damages caused by any such configurations or customizations.
- Client will have final responsibility for decisions regarding all configurations and customizations (such as forms, dashboards, interfaces, reports, workflows and data flows) created by or for Client or Client's users in the Service.

- At the conclusion of the implementation as set forth herein, Client agrees to use good faith efforts to respond to any Origami questionnaire or other request for feedback.

Marketing Terms

- Unless expressly prohibited in writing by Client, Origami may use Client's name, logo, and any testimonials/quotes in Marketing and Sales materials (including the Origami website).
- Upon Origami's request, Client will cooperate in good faith with Origami in conducting case studies or in drafting a press release.

PRICING AND INVOICE SCHEDULE

Origami will invoice Client \$140,375.00 for the professional services detailed in this SOW. Such payment shall be invoiced by Origami as follows:

Payment	Due Date/ Milestone Description	Payment Amount
Project Kickoff & Database production	Due upon completion of the project kick-off meeting & creation of the database in the Staging environment	15% payment = \$21,056.25
Screen design of Incidents	Due upon completion of the design of the incident screens	20% payment = \$28,075
Initial mapping of Insurity data	Due upon completion of the initial mapping from the Insurity Claims Express system	25% payment = \$35,093.75
Interfaces	Due upon completion of the interfaces listed in this SOW	15% payment = \$21,056.25
Go-Live Payment	Due upon completion of the implementation as defined in this SOW	25% payment = \$35,093.75

If a milestone has not been completed by the due date, then the parties will meet and negotiate in good faith to mutually agree to revise this schedule and, if requested by Origami, to make a partial payment for services rendered until the milestone is fully completed to receive full payment. Parties to work in good faith to restore the project to schedule using commercially reasonable efforts. Furthermore, if the due date has been missed solely due to Client's delay or delay of parties within Client's control, then Origami shall have the right to require full payment for the applicable milestone.

If needed, additional professional services can be purchased through a separate statement of work. All fees are subject to state sales tax, where applicable. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.

STATEMENT OF WORK APPROVAL

The undersigned agree to this Statement of Work.

ORIGAMI RISK LLC

SAN BERNARDINO COUNTY

By: _____

By: _____

Name: _____

Name: _____

(Print Name)

Title: _____

Date: _____

(Print Name)

Title: _____

Date: _____

ATTACHMENT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County Department of Risk Management (hereinafter Covered Entity) and Origami Risk LLC (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

RECITALS

WHEREAS, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

WHEREAS, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

WHEREAS, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

WHEREAS, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

A. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.
2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.
5. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.
6. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.

7. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.
8. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information (i) received from, or created or received by Business Associate from or on behalf of, CE and (ii) contained in Client Data (as defined in the Software Subscription Agreement).
9. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
10. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

B. Obligations and Activities of BA

1. Permitted Uses and Disclosures

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

If BA independently discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

2. Prohibited Uses and Disclosures

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not independently disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)
- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

3. Appropriate Safeguards

- i. BA shall implement appropriate safeguards designed to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives,

maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]

- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.
- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

4. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

5. Reporting of Improper Access, Use or Disclosure or Breach

Every reasonably suspected and actual Breach shall be reported promptly, but no later than three (3) business days upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or reasonably suspected Breach, BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information (to the extent known at the time of notice) to include but not limited to:
 - a) Date the Breach or reasonably suspected Breach occurred;
 - b) Date the Breach or reasonably suspected Breach was discovered;
 - c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
 - d) Number of potentially affected Individual(s) with contact information; and
 - e) Description of how the Breach or suspected reasonably Breach allegedly occurred.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or reasonably suspected Breach to determine the following:
 - a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
 - b) The unauthorized person who had access to the PHI;
 - c) Whether the PHI was actually acquired or viewed; and
 - d) The extent to which the risk to PHI has been mitigated.
- iii. At the discretion of CE, additional information may be requested.
 - a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
 - b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information (to the extent that CE does have such information itself) so that CE can provide notification.
- iv. Upon CE's reasonable request in response to a Breach or a reasonably suspected Breach, BA will respond to a questionnaire provided by CE.

6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within fifteen (15) business days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall promptly forward such request to CE.

7. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in a mutually agreed upon time and manner.

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations.

BA shall respond to reasonable questionnaires no more than once in any twelve-month period from CE in order for CE to determine BA's compliance with this Agreement.

9. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in a mutually agreed upon time and manner. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

10. Termination

This Agreement is subject to the termination rights set forth in the Contract. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE to CE upon CE's request within 30 days of the termination of this Agreement. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures designed to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI upon request. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

11. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

12. Mitigation

BA shall have procedures in place designed to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

13. Costs Associated to Breach

The following shall be deemed as direct damages and subject to the limitation of liability cap set forth in section 11(b) of the Software Subscription Agreement to the extent they result from a breach by BA of its obligations set forth herein: (i) the cost of mailing legally required notices to affected data subjects and client's governmental regulators; (ii) the reasonable cost of providing credit monitoring for up to 6 months to affected data subjects; and (iii) amounts payable to client's governmental regulators as fines and/or penalties.

14. Direct Liability

BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

15. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) to the extent caused by or resulting from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI which is a breach of its obligations in this Agreement, including without limitation, any Breach of PHI to the extent caused by BA's breach of its obligations in this Agreement. Contractual protections under common law (such as an obligation to mitigate damages) shall apply to the indemnification obligations under this paragraph as may be applicable.

16. Judicial or Administrative Proceedings

CE may suspend or terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) there is a final finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

17. Insurance

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

18. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, reasonably available to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

C. Obligations of CE

1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
 - i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
 - ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
 - iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.
 - iv. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the CE.

D. General Provisions

1. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

2. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

3. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

4. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice to the extent such amendment is required to comply with applicable laws. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

7. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with provisions applicable to BA of CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

8. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Contract or this Agreement for so long as such PHI is maintained by BA.

Business Associate Addendum for Cloud Services Software as a Service (SaaS)

This Business Associate Addendum for Cloud Services is in addition to and made a part of the Business Associate Agreement (BAA) entered into between the parties for the purpose of establishing terms and conditions applicable to the provision of hosted cloud computing services from Business Associate (BA) to the Covered Entity (CE). Capitalized terms shall have the same meaning as provided in the BAA.

1. DEFINITIONS:

- a) **“Software as a Service (SaaS)”** – The software delivery method that provides CE access to BA’s software and its functions remotely as a Web-based service accessible from various CE devices through a thin client interface. CE does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- b) **“Data”** - has the same meaning as Client Data (as defined in the Software Subscription Agreement). Data also includes user identification information, PHI, and metadata which may contain Data or from which the Data may be ascertainable, in each case to the extent contained in Client Data.
- c) **“Data Breach”** - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of BAA terms and/or applicable state or federal law.

2. SaaS AVAILABILITY: As set forth in the Service Level Agreement.

3. DATA AVAILABILITY: As set forth in the Service Level Agreement.

4. DATA SECURITY:

- a) In addition to the provisions set forth in the BAA, BA shall certify to CE:
 - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS;
 - 2) Compliance with the following:
 - i. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) 16 Service Organization Control (SOC) 2 Type II audit. Audit results can be shared with CE upon CE’s request no more than once in any twelve-month period. Upon request of CE, BA can also provide BA’s plan to correct any negative findings that are found in such audit. .
- b) BA shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Addendum which are designed to secure such Data from Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt CE’s access to its Data.
- c) [Reserved]
- d) [Reserved]
- e) No Data shall be copied, modified, destroyed, published, or deleted by BA other than for normal operation or maintenance of SaaS during the Addendum period without prior written notice to and written approval by CE.
- f) BA shall provide access to Data only to those employees, contractors and subcontractors who need to access the Data to fulfill BA’s obligations under this Agreement. BA will ensure that, prior to being granted access to Data, staff who perform SaaS work have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions as set forth in HIPAA and the HITECH Act; and possess all qualifications appropriate to the nature of the employees’ duties and the sensitivity of the Data they will be handling.

5. **ENCRYPTION:** BA warrants that all Data will be encrypted in transmission (including via web interface) using Transport Layer Security (TLS) at the minimum version 1.2 and in storage at a level equivalent to or stronger than Advanced Encryption Standard (AES) 256-bit level encryption.
6. **DATA LOCATION:** All Data will be stored on servers located solely within the Continental United States.
7. **RIGHTS TO DATA:** The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of CE, and BA has a limited, non-exclusive license to access and use the Data as provided to BA solely for performing its obligations under the BAA. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by BA or third parties is prohibited. For the purposes of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.
8. **TRANSITION PERIOD:**
- a) Upon written request by CE at least 30 days prior to the termination of this Agreement (for any reason other than by Origami pursuant to Section I.1 of the Contract) and provided that no amounts invoiced to CE are past due, BA shall provide to CE, for a period specified by CE which shall not exceed six (6) months in total, certain transition services as agreed upon in a SOW. Notwithstanding the foregoing, during the 30-day notice period, CE will continue to have access and may transition data without the services of BA.
 - b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in an amendment.
 - c) During the Transition Period, SaaS and Data access shall continue to be made available to CE without alteration.
 - d) CE may seek available rights and remedies under law for BA’s failure to comply with this section.
 - e) CE, at its option, may purchase additional transition services as agreed upon in the SOW.
9. **DISASTER RECOVERY/BUSINESS CONTINUITY:** Unless otherwise stated in the SOW:
- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, BA shall notify CE by the fastest means available and also in writing. BA shall provide such notification within seventy-two (72) hours after BA reasonably believes there has been such a disaster or catastrophic failure. In the notification, BA shall inform CE of:
 - 1) The scale and quantity of the Data loss;
 - 2) Actions BA has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
 - 3) Corrective actions BA has taken or will take to prevent future Data loss.
 - b) If BA fails to comply with its obligations under the disaster recovery / business continuity measures, CE may terminate pursuant to the termination rights set forth in the Contract.
 - c) BA shall restore continuity of SaaS, restore Data, restore accessibility of Data, and repair SaaS as needed to meet the Data and SaaS Availability requirements under this Addendum or an SOW. Failure to do so may result in CE exercising its options for assessing damages or other remedies.
 - d) BA shall conduct an investigation of the disaster or catastrophic failure and shall share a summary of the report of the investigation with CE if requested by the CE.

10. **RESERVED**

- 11. DISCOVERY:** BA shall promptly notify CE upon receipt of any requests which in any way might reasonably require access to CE's Data or CE's use of the SaaS. BA shall notify CE by the fastest means available and also in writing, unless prohibited by law from providing such notification. BA shall provide such notification within seventy-two (72) hours after BA receives the request. BA shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at BA without first notifying CE unless prohibited by law from providing such notification. BA agrees to provide its intended responses to CE with adequate time for CE to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. BA shall not respond to legal requests directed at CE unless authorized in writing to do so by CE.
- 12. Data Separation:** Data must be partitioned from other data in such a manner that access to it will not be impacted or forfeited due to e-discovery, search and seizure or other actions by third parties obtaining or attempting to obtain BA's records, information or data for reasons or activities that are not directly related to CE's business.



ATTACHMENT C

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Origami Risk LLC

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

Not Applicable

3. Name of agent of Contractor:

Company Name	Agent(s)
Not Applicable	

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
Not Applicable	

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐

No ☒

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

Not Applicable	

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☒ If **no**, please skip Question No. 9 and sign and date this form.

Yes ☐ If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

ATTACHMENT D

SERVICE LEVEL AGREEMENT

SYSTEM AVAILABILITY

Origami Risk will be available 99.5% of the time, excluding unavailability as a result of any Excluded Event (the “Availability Requirement”). This includes holidays, weekends, and non-business hours. It does not include planned downtime. In normal circumstances, Origami Risk will schedule downtime between 8:00 PM CT and 7:00 AM CT. Origami Risk will post system availability statistics quarterly.

“Excluded Event” means (i) scheduled maintenance windows of which Client is notified at least 24 hours in advance and which occur outside of normal business hours; (ii) scheduled repairs of not more than two hours duration in any one week period of which Client is notified at least four hours in advance and which occur outside of normal business hours; (iii) critical repairs including security updates where advance notice cannot be reasonably provided; (iv) interruptions caused by transmission errors, Internet service providers, vandalism, user error or other factors beyond Origami’s or its direct service providers’ reasonable control; or (v) interruptions caused by any act or omission of Client (including any employee, contractor, agent, customer, investor, consultant or third party user of Client or any of Client’s affiliates who uses or accesses the service), including any failure or delay in the performance of its obligations or failure of Client’s equipment or non-Origami software. The Availability Requirement applies only to Origami’s production environment and not to Origami’s staging environment.

Service Credits:

In the event there is a material failure of Origami’s service to meet the Availability Requirement (a “Service Level Failure”) in any calendar month, then Client shall have the following sole and exclusive remedy: Origami will provide Client with a service credit on the next annual invoice equal to the pro-rated charges for one (1) full day of the affected services (e.g., 1/30 of the monthly fee, assuming a thirty (30) day month) for each day during which there was a Service Level Failure in such calendar month (a “Service Credit”). For clarity, such Service Credit shall not include credit for hosting fees, data processing fees, professional services fees or any other prepaid bundled fees other than licensing fees.

If Client believes that it is entitled to receive Service Credits, Client shall notify Origami in writing within seven business days after the applicable calendar month with a description of the Service Level Failure and the date and time of such Service Level Failure. If Client does not notify Origami within such timeframe, then Client shall be deemed to have waived all claims with respect to such Service Level Failure (but not to any future Service Level Failure). Origami will make all determinations regarding Service Credits in its reasonable discretion.

For any given month, Client shall in no event be entitled to receive a Service Credit that exceeds 100% of its monthly license fees for such month. Client agrees that Service Credits are the sole and exclusive remedy for any Service Level Failure.

BACKUP AND RECOVERY

Origami currently backs up transactions every 15 minutes via incremental backups. A differential database backup is performed nightly, and a full backup is performed weekly. Backups are stored off site via Amazon S3, which has multiple redundancy and 99.99999999% durability and 99.99% availability of objects over a given year. Periodic database restore tests are performed to validate that backups are valid. Origami retains weekly backups for a minimum of six months.

NOTICES

Two email subscription options are available to each Origami Risk user. These determine the type of communication that they will receive from Origami Risk.

- Emergency: Receive emails concerning outages and other system problems
- Maintenance: Receive emails concerning scheduled maintenance on the system.

In addition, any Origami Risk user can visit <http://status.origamirisk.com/> to view the current system status.

SERVICE REQUESTS

Origami Risk will respond to service-related incidents or issues within the following time frames: **Urgent**

Requests

An urgent request for service concerns a new development that significantly affects a major business task with no workaround. Client will request urgent support by sending an email to support@origamirisk.com with the word “Urgent” in the subject line. An urgent request made between 7:00 AM CT and 8:00 PM CT will typically be responded to immediately, and Client may also call any member of the Origami Risk support team directly. If Client does not receive a prompt response, Client may escalate by contacting any Origami Risk service or support employee or manager via contact information provided to Client. The target resolution time for an urgent issue is as soon as possible.

Normal Requests

A normal request for service is any service request that is not urgent. A normal service request will typically be responded to within one business day. Client will request support by sending an email to support@origamirisk.com. Client may also call or email any member of the Origami Risk support team directly.

SECURITY

Any access to Origami Risk requires a unique user id and password. Passwords must adhere to standard password security rules including minimum length and complexity. Origami Risk uses a role-based security model. Client is responsible for assigning and maintaining role, location, and coverage security for users. Client’s system administrators can use the tools in Origami Risk to review and change security rights, edit the user profile, and reset the password. User passwords are encrypted in the Origami database using a SHA-256 hash algorithm.

System locks out user after five login attempts with an incorrect password. An administrative user must then reset the user’s password and unlock the user account.

Origami Risk uses TLS v1.2 or higher for all communications over https. Origami databases are fully encrypted using 256-bit AES encryption.

Claim, Transaction, and Notes data sent to the Origami Risk FTP site must be encrypted using at least 128 bits. Origami uses Open PGP for file encryption and can provide an encryption key to be used by the client. Origami Risk will keep the files on a secured files system in encrypted format except during the import process. When the import process is completed, unencrypted files are removed from the system.

ATTACHMENT E
SOFTWARE SUBSCRIPTION AGREEMENT

This SOFTWARE SUBSCRIPTION AGREEMENT (this “**Agreement**”) is made a part of the Contract to which it is attached by and between ORIGAMI RISK LLC, a Delaware limited liability company (“**Origami**”), and the San Bernardino County, a political subdivision organized and existing under the laws and constitution of the State of California (“**Client**”). Origami and Client hereby agree as follows:

1. DEFINITIONS.

“**Affiliate**” means, with respect to a party, its parent company and subsidiaries and/or controlled corporations or entities which are directly or indirectly controlled by, or under common control with, such party.

“**Client Data**” means the data provided or inputted by or on behalf of Client or any User or Affiliate of Client for use with the Service.

“**Client Party**” means Client and each of its Affiliates and Users.

“**Client Support**” means support services provided by Origami to Client as set forth in any Order Form or Statement of Work.

“**Confidential Information**” means all nonpublic information, whether disclosed by a party or its Affiliates or their respective employees or contractors, that is designated in writing as confidential. Confidential Information may include: business plans, strategies, products, software, source code, object code, clients, data models, discoveries, inventions, developments, know-how, improvements, works of authorship, concepts, or expressions thereof, whether or not subject to patents, copyright, trademark, trade secret protection or other intellectual property right protection.

“**Configurations**” means specifically modified reports, dashboard panels, or other configurations, features or modules of the Service customized for Client.

“**Documentation**” means all user guides, videos, embedded help text, and other reference materials generally furnished with respect to the Service, whether in printed or electronic format.

“**Fees**” means the fees payable pursuant to this Agreement as set forth in any Order Form or Statement of Work.

“**Intellectual Property Rights**” means worldwide intellectual and proprietary property owned or properly licensed by a party and all intellectual or proprietary property rights subsumed therein, including copyright, patent, trademark (including goodwill), trade dress, trade secret and know-how rights.

“**Order Form**” means any order form setting forth subscriptions, hosting, data processing or other Service-

related items ordered by Client that is entered into and mutually approved in writing by the parties pursuant to this Agreement from time to time. The initial Order Form is attached hereto as Attachment A-1 to the Contract.

“**Professional Services**” means professional services provided by Origami to Client as set forth in any Statement of Work.

“**Service**” means Origami’s software-as-a-service identified in an Order Form and accessible by Client via <https://live.OrigamiRisk.com> or another designated web site or IP address or mobile application, rendered to Client by Origami.

“**Statement of Work**” means any statement of work setting forth Professional Services to be performed by Origami for Client that is entered into and mutually approved in writing by the parties pursuant to this Agreement from time to time. The initial Statement of Work is attached hereto as Attachment A-2 to the Contract.

“**User**” means any employee, contractor, agent, customer, investor, consultant or service provider of Client or any of Client’s Affiliates who uses or accesses the Service or any other person or entity that is provided user credentials to the Service by or on behalf of Client or any of Client’s Affiliates.

“**Work Product**” means Configurations and any software, programming, tools, documentation, and materials that are used, created, developed, or delivered by Origami to Client in connection with Configurations, and all Intellectual Property Rights subsumed therein.

2. SERVICE.

(a) **Service.** Subject to the terms and conditions of this Agreement, during the term of this Agreement, Origami hereby grants Client a non-exclusive right to permit its Users to access and use the Service via the Internet pursuant to subscriptions set forth in an Order Form. Client’s Users may use the Service solely for internal business of Client, its Affiliates and Users. Users shall use the Service in accordance with this Agreement and each applicable Order Form, Statement of Work and Documentation.

(b) **Service Level Agreement.** Origami’s Service Level Agreement with respect to the Service is set forth as Attachment D to the Contract (the “**Service Level**”).

Agreement”). Any Excluded Event (as defined in such Service Level Agreement) and any unavailability of the Service that does not constitute a failure of the Availability Requirement set forth in such Service Level Agreement shall not constitute a breach of this Agreement.

(c) Restrictions. Nothing in this Agreement shall be construed as a grant to Client of any right to, and Client shall not, and shall not permit any User or any other third party to: (i) reproduce, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or any portion thereof; (ii) distribute, disclose or allow use of any of the Service, or any portion thereof, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third party; (iii) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Service in any manner; (iv) create derivative works from, modify or alter any of the Service in any manner whatsoever; (v) use or access the Service in a manner that would reasonably be expected to damage, disable, overburden, or impair any Origami servers or the networks connected to any Origami server (and if any access or use of the Service does damage, disable, overburden, or impair any Origami servers or the networks connected to any Origami server, then Client shall promptly discontinue such access or use upon written notice of such by Origami); (vi) take any action that would reasonably be expected to interfere with any third party’s use and enjoyment of the Service (and if any Client action does interfere with any third party’s use and enjoyment of the Service, then Client shall promptly discontinue such action upon written notice of such by Origami); (vii) attempt to gain unauthorized access to the Service, accounts, computer systems, or networks connected to any Origami server; (viii) use any robot, spider or other automatic device or manual process to monitor or copy portions of the Service; (ix) use the Service in a manner intended to abuse or violate the privacy or property rights of others; (x) perform any vulnerability scanning or penetration testing on the Service or Origami’s systems or networks without Origami’s explicit prior written consent for each such scan or test; or (xi) access the Service in order to (A) build a competitive product or service, or (B) build a product using similar unique and confidential ideas, features, functions or graphics of the Service.

(d) Users. Client may permit the number of authorized Users as set forth in the Order Form to use the Service. Each authorized User shall access and use the Service (i) in accordance with the terms of this Agreement and the applicable Order Form and Documentation, and, (ii) when applicable, through a unique and reasonably secure username and password as further described in the applicable Order Form or Documentation. It is Client’s

responsibility to designate the applicable access to be granted to each User. Client shall cause all Users to comply with all obligations of Client hereunder, to the extent applicable to Users. Except for Client’s and its Affiliates’ system administrators where reasonably necessary for administrative or security purposes, no User may use the username/user identification or password of any other User. Client shall be responsible for the acts and omissions of its Users as if they were undertaken by Client itself. Further, Client shall be responsible for ensuring that its Users utilize appropriate security practices and are given appropriate permissions for their usage of the Service.

(e) Third Party Access. Client shall also have the right for Client and its Affiliates to permit third party Users to access or use the Service in accordance with the terms and conditions of this Agreement and each applicable Order Form and Statement of Work, provided that each such third party User has agreed in writing to Origami’s Third Party User Agreement (“**Third Party Terms**”) prior to or upon such User’s initial login to the Service. Such Third Party Terms are available from Origami upon request. Client may meet this requirement with respect to any third party User by requiring such third party User to accept the Third Party Terms as part of a click-through that can be enabled to appear upon such third party User’s initial login to the Service. Any rights granted hereunder or under the Third Party Terms with respect to the Service to third party Users shall expire or terminate immediately upon the termination of this Agreement in accordance with its terms. Client shall be fully responsible for (i) ensuring the compliance of each Client Party with the terms and conditions of this Agreement, and each applicable Order Form, Statement of Work, and Documentation, and the applicable Third Party User Agreement, and (ii) all violations of the terms or conditions of this Agreement, each applicable Statement of Work, Order Form, Documentation, and the applicable Third Party Terms by each Client Party.

(f) Client Support and Professional Services. During the term of this Agreement, Origami will provide Client Support and Professional Services to the extent set forth in an Order Form or Statement of Work. Client may also contract for expanded services for additional days and hours in accordance with the rates set forth in the Statement of Work, or if no such rates are specified, Origami’s then-current policies and prices. Notwithstanding the foregoing, Origami will not be obligated to provide any support required as a result of, or with respect to, (i) Client’s operating systems, networks, hardware, or other related equipment of Client, or (ii) Client’s or any of its Users’ use of the Service other than in accordance with the applicable Statement of Work and Documentation and as permitted under this Agreement.

(g) Client Obligations. Client shall: (i) provide Origami with reasonable access to Client's premises to the extent necessary to enable Origami to perform its obligations hereunder; (ii) provide adequate resources to participate in or facilitate the performance of the Service; (iii) timely participate in meetings relating to the Service; (iv) assign personnel with relevant training and experience to work in consultation with Origami; (v) meet the requirements to use the Service as set forth at <http://www.origamirisk.com/product-requirements>; (vi) safeguard the usernames, passwords and other security data, methods and devices furnished to Client in connection with the Service and prevent unauthorized access to or use of the Service and promptly notify Origami if it becomes aware of any such unauthorized access or that the security of its usernames or passwords has been compromised; (vii) be responsible for Client networks, equipment and system security required or appropriate in connection with the Service; (viii) have sole responsibility for the accuracy, quality, legality, reliability and appropriateness of all Client Data; (ix) transmit Client Data only in an encrypted format as set forth in the Service Level Agreement or as otherwise mutually agreed by the parties; (x) obtain all consents and authorizations from any third parties that Client requires in order for Origami to perform its obligations hereunder (and Origami shall not be required to enter into agreements with any such third parties), and (xi) take such other actions as are required of Client pursuant to this Agreement, including any Order Form or Statement of Work.

(h) Client Warranty. The parties acknowledge and agree that during the term of this Agreement a Client Party or other third parties may disclose certain Client Data, including personally identifiable data regarding employees or other individuals, to Origami for the benefit of a Client Party. With respect to any Client Data so disclosed by, or on behalf of, a Client Party to Origami, Client represents and warrants to Origami that: (i) each such Client Party, and such other third parties operating on Client's behalf are authorized to collect, use and disclose the Client Data to Origami for use and storage pursuant to this Agreement; (ii) such disclosure, use or storage does not and shall not violate applicable law or, if applicable, such Client Party's agreements with or privacy notices to individuals with respect to whom the Client Data relates; and (iii) Client shall not request Origami to use, store, disclose or otherwise process Client Data in any manner that would not be permissible under applicable law or, if applicable, such Client Party's agreements with or privacy notices to individuals with respect to whom the Client Data relates, if done by Client.

(i) Non-Origami Events. Client acknowledges and agrees that Origami shall not be responsible or liable for any delay or failure in its performance of any duties or obligations pursuant to this

Agreement, including any Order Form or Statement of Work, to the extent such delays or failures result or arise from any (1) act or omission of any Client Party, including any delays in their performance or cooperation with respect to the obligations or warranties set forth in this Agreement or any Order Form or Statement of Work; (2) failure of any Client Party's equipment or software (other than the Service); or (3) Force Majeure Event.

(j) Mobile Service. The Service may include certain services that are available via an application downloaded and installed on a mobile device. To the extent Client chooses to use such application, Client acknowledges and agrees that Client Data may be stored locally on a mobile device as part of such service and that the physical security of any mobile device used to access such services is Client's responsibility. If Client or any User elects to store data on a mobile device, Origami shall not be responsible for any loss of Client Data or any other data on such device.

3. **INTELLECTUAL PROPERTY RIGHTS.**

(a) Origami Intellectual Property Rights. As between Origami and Client, Origami owns all right, title and interest, including all related Intellectual Property Rights in and to, or related to the Service and Work Product, including all software programs contained therein. To the extent that any such Intellectual Property Rights do not otherwise vest in Origami or its licensors, Client hereby agrees to promptly assign such Intellectual Property Rights to Origami or its licensors, and to do all other acts reasonably necessary to perfect Origami's or its licensors' ownership thereof, without additional consideration of any kind. The Origami name, the Origami logos, and the product names associated with the Service are trademarks of Origami or third parties, and no right or license is granted with respect to their use. The Service may contain intellectual property belonging to third parties. All such intellectual property is and shall remain the property of its respective owners. Except for the limited rights expressly granted herein, all right, title and interest in and to the Service and Work Product are reserved by Origami, and, except as expressly granted herein, nothing contained in this Agreement shall be construed as conferring any right, title, interest or license with respect to the Service or Work Product upon Client, by implication, estoppel or otherwise. In addition, Client agrees and acknowledges that Origami shall have an unlimited right to incorporate into any updates, upgrades, or modifications to the Service all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any User relating to the Service. Such Service, as updated, upgraded, or modified, shall be owned by Origami as provided in this Section. Client expressly acknowledges and agrees that the Work Product shall not constitute work made-for-hire under the United States Copyright Act, and

that Origami shall have the exclusive right to protect the Work Product by patent, copyright, or any other means. Work Product shall be made available to Client as part of the Service to the extent set forth in an Order Form or Statement of Work, and Client shall have no other right to use any Work Product.

(b) Client Data. Client Data shall be Confidential Information of Client under this Agreement. As between Origami and Client, Client shall own all right, title and interest in and to the Client Data, which shall never be deemed to be the Service or Work Product, even if delivered or incorporated therewith. Origami shall have no responsibility, whatsoever, for the accuracy, quality, legality, reliability, appropriateness, and intellectual property ownership of Client Data, and Origami shall not review, monitor or check the Client Data except as necessary to provide the Service to Client. Origami shall not be responsible or liable for the deletion, destruction, damage or loss of any Client Data through no fault of Origami or its providers without limiting Origami's liability to maintain backup data as set forth in the Service Level Agreement. Upon Client's written request within 30 days following the termination of this Agreement, Origami will at its expense provide electronic files to Client in delimited text format containing Client's Client Data. Subject to Origami's confidentiality obligations set forth in this Agreement, Client agrees that Origami shall have the right to collect and use data or information resulting from a Client Party's use of the Service so long as such data and information is de-identified and aggregated so that it cannot identify, be traced back to or otherwise be associated in any manner with Client or any particular individual.

(c) Notices of Infringement. In the event Client discovers or is notified of an actual or suspected infringement of the rights of Origami or its licensors in or to the Service or any unauthorized access to or use of the Service (each, an "**Infringement**"), Client shall promptly notify Origami of such known or suspected Infringement and terminate such Infringement to the extent within Client's control. Client agrees to reasonably cooperate with and assist Origami (at Origami's sole expense) in protecting, enforcing and defending Origami's rights in and to the Service.

4. **FINANCIAL TERMS.**

(a) Fees. Client shall pay to Origami the Fees set forth in any Order Form or Statement of Work or as otherwise agreed in writing by the parties.

(b) Expenses. Client shall reimburse Origami for all pre-authorized in writing, reasonable, documented out of pocket travel, lodging, meal and other expenses reasonably incurred by Origami in the course of performing the Service.

(c) Taxes. Client shall be liable for any taxes (including without limitation sales, use, excise and gross receipts taxes), charges, tariffs, and duties and any interest and penalties arising under this Agreement, excluding taxes based upon Origami's income. All such taxes may be included in amounts invoiced by Origami to Client.

(d) Payments. All Fees under this Agreement shall be payable by Client in accordance with the applicable Order Form or Statement of Work or as otherwise agreed by the parties. Fees shall be due within 30 days of invoice date. Payments remitted after 30 days shall bear interest at 1.5 percent per month. Except as provided in Sections 7(b) and 9(a), all Fees paid hereunder are non-refundable. Without limiting Origami's other rights and remedies, if Client does not pay a correct overdue invoice within 15 days after receiving notice from Origami of nonpayment unless Client has notified Origami of a good faith dispute prior to such time, then Origami may suspend Client's access to the Service and any other services until Origami receives such payment, and Fees shall continue to accrue during any such period; provided that this shall not be deemed to limit Client's right to the return of its Client Data pursuant to Section 3(b) of this Agreement.

5. **CONFIDENTIALITY.**

(a) Confidential Information. Each party acknowledges and agrees that during the term of this Agreement it may be furnished with or otherwise have access to Confidential Information of the other party. The party that has received Confidential Information (the "**Receiving Party**"), in fulfilling its obligations under this Section, shall exercise the same degree of care and protection with respect to the Confidential Information of the party that has disclosed Confidential Information to the Receiving Party (the "**Disclosing Party**") that it exercises with respect to its own Confidential Information, but in no event shall the Receiving Party exercise less than a reasonable standard of care. The Receiving Party shall only use, access and disclose Confidential Information as necessary to fulfill its obligations under this Agreement, including any Order Form or Statement of Work, or in exercise of its rights expressly granted hereunder. Receiving Party shall not directly or indirectly disclose, sell, copy, distribute, republish, create derivative works from, demonstrate or allow any third party to have access to any of Disclosing Party's Confidential Information; provided that the Receiving Party may disclose the Disclosing Party's Confidential Information to its directors, officers, employees, subcontractors, agents, Affiliates or other representatives (collectively, the "**Representatives**") who have a need to know and who are bound by confidentiality obligations with respect to such Confidential Information that are substantially similar to those set forth in this Section. The Receiving Party shall be responsible and liable

for any breach of this Section by any of its Representatives.

(b) Exclusions. The following information shall not be considered Confidential Information subject to this Section: (i) information that is publicly available or later becomes available other than through a breach of this Agreement; (ii) information that is known to the Receiving Party or its Representatives prior to such disclosure or is independently developed by the Receiving Party or its Representatives subsequent to such disclosure; or (iii) information that is subsequently lawfully obtained by the Receiving Party or its Representatives from a third party without obligations of confidentiality. If the Receiving Party receives a subpoena, other validly issued administrative or judicial process, or public records request requesting Confidential Information of the other Party, it will, to the extent legally permissible, promptly notify the other Party and if requested by the other Party, tender to the other Party the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiving Party will then be entitled to comply with the request to the extent permitted by law and shall only disclose such Confidential Information as is necessary to comply with such subpoena, other validly issued administrative or judicial process, or public records request.

6. DATA SECURITY.

(a) Audit Report. Upon Client's written request to Origami during the term of this Agreement (no more than once in any 12-month period), Origami shall provide a copy of its Service Organization Control (SOC) 2 audit report (or an equivalent audit report or pursuant to a successor standard) ("**SOC 2 Report**") to Client, and such report shall contain an unqualified opinion. Such audit report shall be deemed Confidential Information under the terms of this Agreement.

(b) Safeguards. Origami shall maintain commercially reasonable administrative, technical and physical safeguards designed to protect the security and privacy of Client Data. Such safeguards are described in Origami's most recently completed SOC 2 Report. In no event during the term of this Agreement will Origami materially diminish the protections provided by the controls set forth in such SOC 2 Report. Such safeguards shall comply with data privacy laws that are applicable to Origami in its performance of this Agreement, including, without limitation, any applicable data privacy laws addressing personally identifiable information that may be contained in the Client Data. Origami shall also maintain an internal information security management program that addresses data security and the security controls employed by Origami in compliance with this Agreement. Origami shall encrypt Client Data as set forth in the Service Level Agreement.

(c) Notification. Origami shall inform Client promptly and without undue delay in the event that it learns of any breach of Origami's systems resulting in unauthorized disclosure of, or access to, any Client Data. Any such notice will provide a description about the Client Data that was accessed to the extent available at the time of the notice. Origami will provide regular updates to Client as additional details about the nature of the affected Client Data become available. Origami agrees to mitigate, to the extent practicable, any harmful effects from such breach that are or become known to Origami.

7. TERM AND TERMINATION.

(a) Intentionally Omitted.

(b) Termination for Breach. This Agreement may be terminated by either party upon written notice to the other party if the other party breaches any material term and fails to cure such breach within 30 days after receipt of written notice of such breach. If Client terminates the Agreement for Origami's breach in accordance with this paragraph, Origami shall refund to Client, within 45 days of the effective date of such termination, any prepaid but unearned Fees paid to Origami in advance by Client.

(c) Termination for Insolvency. Either party may terminate this Agreement immediately upon notice to the other party if the other party (i) becomes insolvent or admits its inability to pay its debts generally as they become due, (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing, (iii) is dissolved or liquidated or takes any company action for such purpose or ceases to exist as a going concern, (iv) makes a general assignment for the benefit of creditors, or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell all or substantially all of its property or business.

(d) Events Upon Termination. Upon the termination of this Agreement: (i) Origami shall cease providing the Service to Client, and Client and its Users shall cease use of the Service; and (ii) Origami shall invoice Client for all accrued Fees and all reimbursable expenses. Client shall pay the invoiced amounts, including from previously issued invoices, within 45 days of the date of such invoice.

(e) Survival. Except as otherwise set forth herein, in the event of termination of this Agreement for any reason, the provisions of Sections 2(i), 2(j), 3, 5, 7(d), 7(e), 8(c), and 9 through 13, as well as all payment obligations, shall survive.

8. LIMITED WARRANTY.

(a) **Service Warranty.** Origami warrants that the Service will perform in all material respects in accordance with the Documentation when used in accordance with the terms of this Agreement on the hardware and with the third-party software specified by Origami from time to time. Client's initial remedy for any breach by Origami of the warranty provided in this Section shall be replacement of the nonconforming Service, at Origami's sole expense, as described herein, or if Origami is unable to correct the non-conformity, Client may terminate this Agreement in accordance with Section 7(b). Origami shall deliver to Client replacement Service, a work-around and/or an error/bug fix as may be necessary to correct the nonconformity.

(b) **Professional Services Warranty.** Origami represents and warrants that the Professional Services shall be performed in a professional and commercially reasonable manner consistent with industry standards exercised by other companies in the same industry as Origami and the standard of care exercised by Origami in performing similar services for other clients. Client's sole remedy for breach of this warranty shall be re-performance of the nonconforming Professional Services, provided that Origami must have received written notice of the nonconformity from Client no later than 30 days after the original performance of the applicable Professional Services by Origami.

(c) **Disclaimers.**

(i) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, ORIGAMI MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICE, WORK PRODUCT, CLIENT SUPPORT, PROFESSIONAL SERVICES, OR ANY OTHER SERVICES PROVIDED HEREUNDER OR THE USE THEREOF BY CLIENT AND ITS USERS, INCLUDING QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ORIGAMI HEREBY DISCLAIMS THE SAME. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, ORIGAMI AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (a) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (b) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; OR (c) ALL ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED.

(ii) CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICE IS A TOOL TO BE

USED BY CLIENT IN THE COURSE OF EXERCISING ITS PROFESSIONAL JUDGMENT. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ORIGAMI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS OUTSIDE OF ITS REASONABLE CONTROL. NO ORIGAMI AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT.

(iii) Origami shall not be responsible for: (A) any non-conformities of the Service with Documentation, omissions, delays, inaccuracies or any other failure caused by a Client Party's computer systems, hardware or software (other than the Service), including by interfaces with such third party software, or any inaccuracies that such systems may cause within the Service; or (B) any data that Origami receives from a Client Party or third party sources and including the data's accuracy or completeness, or Client's claim handling or other decisions. Origami disclaims any liability for interception of any such data or communications, including of encrypted data. Client agrees that Origami shall have no responsibility or liability for any damages arising in connection with access to or use of the Service by any Client Party to the extent such access or use is not authorized by this Agreement.

9. INDEMNIFICATION BY ORIGAMI.

(a) **Indemnification.** Origami agrees to indemnify, defend, settle, or pay any third party claim or action against a Client Party for infringement of any U.S. patent or copyright arising from Client's use of the Service in accordance with this Agreement. If the Service or any part of the Service is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Origami shall, at its own expense and as Client's sole remedy therefor (other than the indemnification obligation set forth above), either: (i) procure for Client the right to continue to use the Service; or (ii) modify the Service to make it non-infringing, provided that such modification does not materially adversely affect Client's authorized use of the Service; or (iii) replace the Service with a functionally equivalent non-infringing program at no additional charge to Client; or (iv) if none of the foregoing alternatives is reasonably available to Origami, terminate this Agreement and refund to Client any prepaid but unearned Fees paid to Origami in advance by Client prior to the effective date of the termination.

(b) Exclusions. Origami's indemnification obligations under Section 9(a) shall not apply to the extent the claim is based on: (i) modifications to the Service or any component thereof made by anyone other than Origami or on behalf of Origami; (ii) use of any Service in combination with a product not supplied by Origami; or (iii) use of any Service other than in accordance with this Agreement and the Documentation.

(c) Conduct. Client will provide prompt written notice of such third party claim as it comes to Client's attention. Client shall, at its option, have the right, but not the obligation, to fully participate in such defense at its own expense. If, within a reasonable time after notice of a claim and request for defense, Origami fails or refuses to provide for such defense, Client shall have the right, but not the obligation, to undertake its own defense, and to conclusively compromise or settle the claim or other matter, and may thereafter exercise its right to recover all costs, including payment of the claim and defense costs and legal fees, from Origami. If Origami assumes the defense, it shall not thereafter be liable to the Client for any costs of litigation including, but not limited to, court costs and attorney fees, incurred subsequent to such decision to assume the defense of any such action.

10. **Intentionally Omitted.**

11. **LIMITATION OF LIABILITY.**

(a) Disclaimer of Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME, GOODWILL OR REVENUE, COSTS INCURRED AS A RESULT OF DECISIONS MADE IN RELIANCE ON THE SERVICE, LOSS OF USE OF THE SERVICE OR ANY OTHER SOFTWARE OR OTHER PROPERTY, LOSS OF DATA, THE COSTS OF RECOVERING OR RECONSTRUCTING SUCH DATA OR THE COST OF SUBSTITUTE SOFTWARE, SERVICES OR DATA, OR FOR CLAIMS BY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Limitation of Liability. EXCEPT FOR (I) CLAIMS ARISING UNDER ORIGAMI'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9(A) OF THIS AGREEMENT; OR (II) CLIENT'S PAYMENT OBLIGATIONS; OR (III) FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER

PARTY'S AGGREGATE MAXIMUM LIABILITY TO THE OTHER EXCEED \$500,000.

(c) Notwithstanding the foregoing, if either party violates applicable law, such party will remain liable for the payment of such fees, fines, or penalties imposed on such party by the governing body or regulator with appropriate jurisdiction.

12. **EXPORT CONTROL.**

(a) Export. Client shall not export the Service or any Work Product in violation of applicable United States laws and regulations. Client also agrees that it will not knowingly export, directly or indirectly, the Service or any Work Product (i) that it knows will directly assist in the design, development, production, stockpiling or use of missiles, nuclear weapons or chemical/biological weapons; (ii) to any entity on the Department of Commerce Entity List or any person or entity on the Department of Commerce Denied Persons List, each currently available at <http://www.bis.doc.gov>; or (iii) to any country subject to sanctions administered by the Department of the Treasury's Office of Foreign Assets Control or to any person or entity on the lists of prohibited entities and persons maintained by such office, currently available at <http://www.ustreas.gov/ofac>.

(b) Disclaimer. Origami makes no representation that the Service is appropriate or available for use in other locations. If Client uses the Service from outside the United States of America, Canada, the United Kingdom and/or the European Union, Client is solely responsible for compliance with all applicable laws, including export and import regulations of other countries. Any diversion of the Service contrary to applicable law is prohibited.

13. **GENERAL.**

(a) Notices. Any notice, request, demand or other communication (each, a "**Notice**") given pursuant to this Agreement must be in writing and delivered to the other party by either personal delivery, Certified Mail (return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid) or e-mail at the address of such party listed on the signature page to this Agreement. A party may change its address by giving Notice pursuant to this Section.

(b) Assignment. Neither party shall have the right to assign, transfer, or sublicense any obligations or benefit under this Agreement without the prior written consent of the other party; provided, however, that no written consent shall be required to assign or transfer this Agreement to any parent or wholly owned subsidiary of a party, and further provided that Origami may assign or

transfer this Agreement without Client's prior written consent to a successor by way of a merger, acquisition, sale, transfer or other disposition of all or substantially all of its assets. Except as otherwise provided herein, this Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties.

(c) Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any party other than the parties to this Agreement.

(d) Publicity. Without prior written approval of the other party or as otherwise set forth in a Statement of Work or Order Form, neither party shall, directly or indirectly, make any public announcement related to this Agreement or the Service. Notwithstanding the foregoing, Origami may disclose the fact that Client has procured a license for the Service; provided that Origami will not state or imply that Client endorses or recommends the Service without the written permission of Client.

(e) Entire Agreement; Amendments. This Agreement (including all exhibits, appendices, schedules and attachments hereto) constitutes the final agreement between the parties. All prior and contemporaneous oral and written communications, negotiations and agreements between the parties on the matters contained in this Agreement, including, without limitation, any nondisclosure or confidentiality agreements entered into between the parties prior to the date of this Agreement, are expressly merged into and superseded by this Agreement. No terms or conditions contained in any purchase order shall amend this Agreement or shall otherwise constitute an agreement between the parties. The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

(f) Waivers. The parties may waive any provision in this Agreement only by a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

(g) Severability. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

(h) Intentionally omitted.

(i) Intentionally omitted.

(j) Force Majeure. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement (except for payment) because of circumstances beyond its reasonable control, including without limitation, acts of God, fires, floods, earthquakes, wars, civil disturbances, terrorism, sabotage, accidents, unusually severe weather, labor disputes, governmental actions, power failures, viruses that are not preventable through generally available retail products, inability to obtain labor, material or equipment, catastrophic hardware failures, usage spikes, attacks on servers, or any inability to transmit or receive information over the Internet (each, a "**Force Majeure Event**"), nor shall any such failure or delay give any party the right to terminate this Agreement.

(k) Certain Remedies. Each party acknowledges and agrees that (i) it would be extremely difficult, if not impossible, to calculate the actual damages in the event of Origami's breach of Section 3(b) or 5 of this Agreement or Client's breach of Section 2, 3 or 5 of this Agreement; and (ii) breach of any such provision of this Agreement would result in ongoing damages to the non-breaching party that could not be adequately compensated by monetary damages. Accordingly, each party agrees that in the event of any actual or threatened breach of any such provision of this Agreement, the non-breaching party shall be entitled, in addition to all other rights and remedies existing in its favor at law, in equity or otherwise, to seek injunctive or other equitable relief (including without limitation a temporary restraining order, a preliminary injunction and a final injunction) against the other party to prevent any actual or threatened breach of any such provision and to enforce this Agreement specifically, without the necessity of posting a bond or other security or of proving actual damages.

(l) Counterparts. This Agreement and each Order Form and Statement of Work may be executed in counterparts, each of which will be deemed an original but all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement or any Order Form or Statement of Work by PDF or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement or such Order Form or Statement of Work.

END OF SSA

**ATTACHMENT F
COUNTY TRAVEL POLICY**

	COUNTY OF SAN BERNARDINO POLICY MANUAL	No. 08-02 PAGE 1 OF 1 EFFECTIVE DATE March 20, 2018
POLICY: TRAVEL MANAGEMENT		APPROVED ROBERT A. LOVINGOOD Chairman, Board of Supervisors

POLICY STATEMENT AND PURPOSE

It is the policy of the Board of Supervisors (Board) to manage travel in the most efficient and cost-effective manner, through uniform procedures that provide internal controls and balance the travel requirements of County operations and the County Traveler(s).

It is the intent of this policy to implement best practices that demonstrate transparency and accountability by using the most cost effective rates and reasonable methods for the type of services needed, and by managing reimbursements according to provisions of the Memoranda of Understanding with employee bargaining units, County Code, or other specific Board action, and in compliance with Purchasing Department and Auditor-Controller requirements.

DEPARTMENTS AFFECTED

Board of Supervisors, all County Agencies, Departments, Board-Governed Special Districts, Board-Governed Entities

DEFINITIONS

Appointing Authority – The executive or administrative head of a department, division or agency.

County Business – Any activity directly related to the necessary and required purposes and functions of the County.

County Traveler – Any County employee, applicant, board/commission/committee member, volunteer, or authorized contractor or consultant that may be required to comply with this policy pursuant to a contract for professional services, traveling on County Business. To the extent possible and feasible, this policy is to be applied to witnesses, in-custody persons, and patients traveling at the expense of the County.

POLICY AMPLIFICATION

The County has a fiduciary and ethical responsibility to manage and protect public funds when utilizing taxpayer dollars for transportation and other travel expenditures. County Travelers should travel only on County Business when necessary and when the Appointing Authority determines it to be in the best interest of the County. It is the responsibility of the Appointing Authority to determine the need for and approve each request to travel on County Business.

Appointing Authorities are responsible for developing internal procedures that reference and meet the intent of this policy and the associated standard practice(s).

LEAD DEPARTMENT

County Administrative Office

APPROVAL HISTORY

Adopted June 23, 2015 (Item Number 37)

Amended March 20, 2018 (Item Number 22)

REVIEW DATES

March 2023



**COUNTY OF SAN BERNARDINO
STANDARD PRACTICE**

No. 08-02 SP 1

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EFFECTIVE DATE May 23, 2023

POLICY: TRAVEL MANAGEMENT

SP: Guidelines for Travel

APPROVED

LEONARD X. HERNANDEZ
Chief Executive Officer

PURPOSE

It is the policy of the Board of Supervisors to manage travel in the most efficient and cost-effective manner, through uniform procedures that provide internal controls and balance the travel requirements of the County and the County Traveler (County Policy 08-02, TRAVEL MANAGEMENT).

The purpose of this Standard Practice is to promote efficient use of County resources and strengthen internal controls by establishing uniform travel procedures.

DEPARTMENTS AFFECTED

Board of Supervisors, all County Agencies, Departments, Board-Governed Special Districts, Board-Governed Entities

DEFINITIONS

Appointing Authority – The executive or administrative head of a department, division or agency.

County Business – Any activity directly related to the necessary and required purposes and functions of the County.

County Traveler – Any County employee, applicant, board/commission/committee member, volunteer, or authorized contractor or consultant that may be required to comply with this policy pursuant to a contract for professional services, traveling on County Business. To the extent possible and feasible, this policy is to be applied to witnesses, in-custody persons, and patients traveling at the expense of the County.

PROCEDURES

Travel Expenses and General Conditions

- A. Travel on County Business must be arranged and authorized in accordance with provisions specified in applicable Memoranda of Understanding with employee bargaining units, County Code, other specific Board action, and/or procedures established by the Auditor-Controller/Treasurer/Tax Collector. The Appointing Authority should consider the nature of the trip, appropriateness of the individual to represent the organization, length of stay, mode of transportation, cost effectiveness of the request and any other relevant information regarding all travel requests including, but not limited to:
 1. Local travel;
 2. Out-of-state travel (County Code § 13.0613);
 3. Out-of-country travel (County Policy No. 08-04); or
 4. Travel reimbursed by a non-County source.
- B. Arrangements for transportation, lodging or registration fees may be made with a County-approved credit card.
- C. Travel expenses shall be carefully monitored by each department, division and agency, using designated accounting strings.
- D. Taking into consideration Paragraph H, County Travelers shall seek to use the lowest rate available for the type of service or accommodation being utilized that meets their needs and minimizes risks including negotiated airline, hotel and rental car contracts (for instance, the County utilizes a negotiated contract for rental car activities). Exceptions may be made when an Appointing Authority determines that an overriding operational consideration, medical

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condition or disability, or a security consideration requires flexibility in order to serve the best interest of the County, or if a lower rate is not reasonably available.

- E. County Travelers eligible for reimbursement of actual and necessary expenses for transportation, meals, lodging and incidentals such as parking, telephone calls, tolls, and gratuities that are allowed by the department for authorized travel shall submit an Auditor-Controller/Treasurer/Tax Collector Travel Request Form (TRF) along with any supporting receipts to the Auditor-Controller/Treasurer/Tax Collector. All such reimbursements shall be subject to the conditions set forth in County Travel Policies, this Standard Practice, and the provisions of the applicable Memoranda of Understanding (MOU) with employee bargaining units and/or the Exempt Group Working Conditions Ordinance. Only expenses incurred as part of County Business and authorized by the Appointing Authority shall be included on this form and reimbursed. County Travelers who are not County Employees will be subject to the terms included in this Standard Practice when eligible for reimbursement for expenses incurred during the conduct of County business as authorized by the Appointing Authority.
- F. County Travelers shall complete the relevant expense section on the TRF for all overnight or out-of-state travel. The TRF is to be fully completed in addition to the Cal-Card Justification packet. The TRF is used to collect and report actual costs incurred for overnight or out-of-state travel. Once completed, the TRF should be signed by the County Traveler, Appointing Authority (or designee) and submitted with the Cal-Card Justification packet, if applicable. The TRF is available on the Auditor-Controller/Treasurer/Tax Collector and the Purchasing Department websites.
- G. Any payment for or reimbursement of travel expenses from any non-County source must be approved by the Appointing Authority in advance of booking said travel. In certain situations, payment or reimbursement by a non-County source may create a conflict of interest, and for certain employees may be subject to reporting on financial disclosure forms. In such situations, the Appointing Authority should contact County Counsel for legal advice.
1. County Travelers receiving reimbursement from a non-County source for travel on County time (such as statewide committees and vendor-paid training or product evaluation pursuant to a contract) shall forward documentation of the reimbursement to the Appointing Authority for handling and deposit if the traveler intends to submit a TRF to the County or use County resources to travel. The claim for actual and necessary expenses for transportation, meals, lodging and incidentals is subject to the conditions set forth in County Travel Policies and this Standard Practice.
 2. If an organization or vendor pays costs directly to an airline, hotel or other provider on a County Traveler's behalf, documentation must be provided to the Appointing Authority if a TRF is submitted to the County for reimbursement of other travel costs. Further, in situations where a County Traveler is reimbursed directly for expenses without remittance to the Appointing Authority, all County policies regarding conflict of interest, need for disclosure, ethics and vendor relations shall apply and the County Traveler will be responsible for providing appropriate documentation to support all of these requirements.
- H. Arrangements for transportation, lodging, registration fees, or other travel expenses shall be carefully monitored by the department. Reservations should be made as far in advance as possible to take advantage of discounts and special offers, and County Travelers shall request the government rate or lowest cost to the County when making travel arrangements. Nonrefundable airline ticket options must be utilized whenever possible to minimize travel costs. Costs resulting from changes to non-refundable tickets in response to a County need or interest are valid County expenses.
- I. Lodging costs may exceed the County's established rate(s) in the applicable MOU under special conditions:

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1. A conference or convention sponsored by a California state or regional association for which the sponsor has arranged for the lodging, registration at a pre-arranged group rate may be permitted with advance written authorization of the Appointing Authority.
 2. When a County Traveler is attending a conference or convention that is being sponsored by an organization of which the County department or employee is a member and where seminars or committee meetings are to be held at a particular hotel, or when events are scheduled for evening hours, the Appointing Authority may authorize lodging at the designated hotel.
 3. If County Business requires lodging in an area of unusually high cost (as defined in the applicable MOU).
- J. If cancellation is necessary, County Travelers are responsible for canceling lodging or accommodations before the cancellation period ends and should record the cancellation number and justification in case disputes arise.
- K. Departments are responsible for tracking unused refundable tickets and available credit for unused non-refundable tickets, to be applied to future County travel. The County Traveler shall retain ownership of denied boarding compensation if a County Traveler is traveling on County Business and a carrier denies the County Traveler a confirmed reserved seat on an airplane. If voluntarily vacating a seat will not interfere with the performance of official duties, and if any additional travel expenses incurred as a result of vacating the seat are borne by the employee and not reimbursed, the employee may keep the compensation from an airline for vacating a seat when the airline asks for volunteers. In this situation, the County Employee must also utilize appropriate leave for the additional hours, if volunteering delays travel during work hours.
- L. Travel expenses may not be claimed for relatives or guests of a County Traveler.
- M. Special lodging such as accommodations in apartments, recreational vehicle parks or campgrounds, or other semi-permanent lodgings that require a contractual agreement shall be presented for review and advance written authorization of the Chief Executive Officer and processed through existing County Procedures.
- N. At the discretion of the Appointing Authority, County Travelers may be able to claim lodging on the evening prior to a function, or for the last evening of a function. Costs for a Saturday night stay may be reimbursable to a County Traveler if it reduces the ticket cost to the County more than any additional lodging/meals/parking costs, and is well-documented as a clear savings to the County.
- O. If the County Traveler chooses to extend his/her stay during the work week at personal expense, Appointing Authority approval is required in advance and is subject to the County Traveler's work schedule or approval of a request for leave time. Any increase in costs to the County for modified travel arrangements shall be reimbursed to the County (e.g. switching a return flight previously scheduled for Friday to Sunday).
- P. County Travelers may upgrade tickets or accommodations, such as early bird boarding and preferred seating, provided that the County Traveler personally pays for the difference in cost for such upgrade. The County Traveler must provide written documentation of payment, and demonstrate that the cost does not exceed that which would have been incurred had the upgrade not been made.
- Q. The County will not reimburse for any type of travel insurance (trip cancellation or interruption, accidental death or disability, loss of personal belongings, etc.) unless the Appointing Authority requests the County Traveler to purchase such coverage.

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- R. The County will not reimburse for certain personal charges, including, but not limited to, alcohol, in-flight movie or internet charges, airport/hotel wireless internet charges (other than for a business purpose), or other miscellaneous charges at the discretion of the County Traveler's personal choice. Valet parking will not be reimbursed unless self-parking is not available or security is a concern. Exceptions may be authorized in certain circumstances with approval of the Appointing Authority.
- S. For Fair Labor Standards Act (FLSA) - covered employees, County travel may impact certain aspects of employment such as compensation for overtime. It is not the intent of the County Travel Policy or this Standard Practice to address these types of issues. Any questions on such matters should be directed to the department's Human Resources Business Partner.
- T. Non-compliance with the provisions of this Standard Practice may result in withholding reimbursement, revoking of an County approved credit card and/or other disciplinary action up to and including terminating employment.

LEAD DEPARTMENT

County Administrative Office

ATTACHMENT G
REQUEST FOR PROPOSAL



Request for Proposal No. RMG122-RMADM-4531
Automated Claim System

San Bernardino County
Department of Risk Management
222 W. Hospitality Lane, 3rd Floor
San Bernardino, CA 92415
June 13, 2022

I. INTRODUCTION

A. Purpose

San Bernardino County Department of Risk Management, hereafter referred to as the “County” or “Department”, is seeking proposals from interested and qualified Proposers to provide an Automated Claim System.

B. RFP Contact

All correspondence, including proposals and questions, must be submitted to the person identified below:

San Bernardino County Department of Risk
Management Attn: Lili Flores, Staff
Analyst II 222 W. Hospitality Lane, 3rd
Floor San Bernardino, CA 92415

(909) 386-9008 Phone

Email: lflores@rm.sbcounty.gov

E-mail address may only be used to submit questions. Proposals will not be accepted by email. Proposals must be submitted electronically through the County Electronic Procurement Network (ePro), and/or via hard copy with original signature submitted to the address indicated above. **All Proposers must register with the ePro system prior to the date and time to submit the proposal or they will be disqualified.**

C. Contract Term

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section V, Scope of Work. The term of any contract awarded as a result of this RFP will be for a period of five (5) years, beginning on January 10, 2023 through January 9, 2028.

D. Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the RFP Contact no later than ten (10) days prior to the deadline to submit proposals.

II. PROPOSAL TIMELINE

Release of RFP	June 13, 2022
Deadline for submission of questions	June 24, 2022 prior to 4:00 PM PST
Tentative date for response to questions	July 14, 2022
Deadline to submit proposals	July 29, 2022 prior to 4:00 PM PST
Tentative dates for Proposers' presentations	September 26 through 30, 2022
Tentative date for Intent to Award Notifications	December 9, 2022
Tentative date for Contracts to be approved by the Board of Supervisors	March 2023

Questions regarding the contents of this RFP must be submitted in **writing prior to 4:00 PM PST on Friday, June 24, 2022** through ePro. All questions will be answered, and both the question and answer will be posted on San Bernardino County's ePro website.

III. DEFINITIONS

Capitalized terms used in this RFP shall have the meanings given to them in the RFP and as defined below: Board: The San Bernardino County Board of Supervisors.

Contract: The Contract between the County and the Proposer resulting from the award issued pursuant to this RFP to the successful Proposer.

Contractor: Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the County.

Facilitator: A County Purchasing Department buyer tasked with managing the processes of the evaluation panel.

Proposal: The offer to provide specific goods or services at specified prices and/or other conditions specified in the RFP.

Purchasing Agent: The Director of the County Purchasing Department.

Request for Proposal (RFP): The request for an offer from Proposers interested in providing the identified services sought to be procured by the County. The RFP specifies the evaluation factors to be used, and contains or incorporates by reference contractual terms and conditions applicable to the procurement.

Services: The requested services described in this RFP.

Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.

IV. PROPOSAL CONDITIONS

A. Authorized Signatures

All proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

B. Term of Offer

Proposals shall remain open, valid and subject to acceptance anytime within nine (9) months after the proposal submission.

C. Required Review

Proposers should carefully review this RFP for defects and questionable or objectionable material. Comments from Proposers concerning defects and objectionable material in this RFP must be made in writing and received by the RFP contact prior to the deadline for submission of questions identified in Section II, or at least ten (10) calendar days before the deadline to submit proposal (whichever occurs last). This will allow issuance of any necessary amendments or addendums to the RFP. It will also help prevent the opening of a defective RFP and exposure of proposals upon which an award could not be made. Protests based on any omission or error, or on the content of this RFP, may be disallowed if not submitted in writing to the attention of the RFP Contact in Section I, Paragraph B, prior to the deadline to submission of questions identified in Section II, or at least ten (10) calendar days before the deadline to submit proposals (whichever occurs last).

D. Incurred Costs

San Bernardino County is not obligated to pay any costs incurred by Proposer for the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing a proposal are the Proposer's responsibility.

E. Amendments/Addenda to RFP

San Bernardino County reserves the right to issue addenda or amendments to this RFP if San Bernardino County considers that changes are necessary or additional information is needed.

Changes to a proposal or withdrawal of proposals will only be allowed if acceptable requests are received prior to the deadline to submission of proposals. No amendments or withdrawals will be accepted after the deadline.

F. Best Value Evaluation

As established in this RFP, San Bernardino County realizes that criteria other than price are important, and will award contract(s) based on the proposal that best meets the needs of San Bernardino County. San Bernardino County seeks the optimal combination of quality, price, and various qualitative elements of the required services that will provide San Bernardino County the greatest or best value for its money.

G. Right of Rejection

Offers must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. San Bernardino County may reject as non-responsive any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP. Further, San Bernardino County may reject a proposal from any entity that is a parent, affiliated, or subsidiary, or that is under common ownership, control, or management with any other entity submitting a proposal in response to this RFP.

A Proposer may not qualify the proposal nor restrict the rights of San Bernardino County. If Proposer does so, the proposal may be determined a non-responsive counteroffer, and the proposal may be rejected.

No proposal shall be rejected; however, if it contains a minor irregularity, defect or variation; if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential, the County may choose to accept the proposal.

Minor informalities may be waived by the Purchasing Agent when they:

1. Do not affect responsiveness;
2. Are merely a matter of form or format;
3. Do not change the relative standing or otherwise prejudice other offers;
4. Do not change the meaning or scope of the RFP;
5. Are trivial, negligible, or immaterial in nature;
6. Do not reflect a material change in the work; or
7. Do not constitute a substantial reservation against a requirement or provision;

In such cases, the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation, or alternatively, the County may elect to waive the deficiency and accept the proposal. The decision to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Proposer from compliance with all requirements if awarded a Contract.

This RFP does not commit San Bernardino County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County also reserves the right to terminate this RFP process at any time.

H. Local Preference

San Bernardino County has adopted a Local Preference Policy. A local preference of five percent (5%) shall be applied in the cost evaluation of proposals or bids for goods, services, equipment, or a minor public work project, unless an exemption applies. In a price-based bid, five percent (5%) will be deducted from the local vendor's proposed cost for the purpose of comparison when the local vendor's proposed cost is not the lowest. If the local vendor's bid is equal to or lower than the price of an otherwise successful non-local vendor after the 5% preference is applied, the local vendor will be given the opportunity to match the lowest quoted price. In a best value evaluation, five percent (5%) of the awardable points for cost will be added to the local vendor's score. If the local vendor's overall score is equal to or lower than that of an otherwise successful nonlocal vendor, the local vendor will be recommended for award.

"Due to the evaluation of qualitative elements along with cost in a best value evaluation, application of local preference for cost proposals may not result in award to a local vendor with the lowest cost after applying local preference."

Local Vendor - A local vendor is any vendor, contractor or consultant (hereafter "vendor") that meets all of the following requirements:

- a) Vendor's main office (headquarters) or a major regional office is located within the County;
- b) Vendor employs a minimum of 25% of the vendor's full-time management employees and 25% of its full-time regular employees working from the San Bernardino County location(s);
- c) Vendor employs one full-time or two part-time employees with primary residence in the County;
- d) Vendor's "point of sale" for purposes of reporting sales tax to the State Board of Equalization is within the boundaries of the County. The payment of any local share of sales tax must go to the County or a city within the County. If the local business has more than one sales office in the State of California, the office located in the County shall be the point of sale for sales tax calculation;
- e) Vendor is not delinquent in any taxes or other payments to the County;
- f) Vendor possesses a valid and verifiable business license (if required);
- g) Vendor has been open and established for at least six months prior to the issuance of the solicitation;
- h) Vendor can demonstrate on-going business activity in the field of endeavor on which they are proposing from that office during the preceding six months;
- i) Vendor has not within five years prior to the solicitation admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law or any law or regulation regarding fraud;
- j) Vendor is not federally debarred; and
- k) Vendor is not suspended or debarred from participation in doing business with the County, in the scope of work that is the subject of the solicitation.
- l) Local Vendor Self-certification – Documentation provided

Local Vendor self-certification form is required for any bid or proposal when a local preference is claimed affirming that it meets each of the above stated criteria, and signed by a vendor representative with the authority to obligate the company under penalty of perjury. (See Attachment)

I. Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the Facilitator for the Evaluation Panel are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Facilitator may be adjusted as a result of a clarification under this section.

J. Public Records Act

All proposals and other material submitted within the proposal or in response for additional information become the property of the County and are subject to disclosure under the provisions of the California Public Records Act (Government Code Section 6250 et seq.). All proposal information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, proposals are subject to becoming a non-exempt public record.

If a Proposer believes that any portion of its proposal is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure on Attachment I – Public Records Act Exemptions. The Proposer also must include a brief description that sets out the reasons for exemption from disclosure. Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Request exemptions that do not meet the requirements of this section will not be considered.

The County will use reasonable means to ensure that such information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Proposals marked “Confidential” in their entirety will not be honored, and the County may not deny public disclosure of any portion of proposals so marked.

By submitting a proposal with portions identified in Attachment I as “Confidential,” Proposer represents that it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act. Proposer may be requested to obtain legal protection from disclosure should a Public Records Act request be received. In the event the County does not disclose the information marked “Confidential,” Proposer agrees to reimburse the County for, and to indemnify, defend (with counsel approved by County) and hold harmless the County, its officers, employees, agents, and volunteers, from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation, attorneys’ fees, expenses and court costs of any nature arising from or relating to the County’s non-disclosure of any such designated portions of a proposal.

K. Employment of Former County Officials

Information must be provided in Attachment G regarding former San Bernardino County administrative officials (as defined below) who are employed by or represent Proposer. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of Proposer and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of Proposer. For purposes of this section, “County administrative official” is defined as a member of the Board of Supervisors or such officer’s staff, Chief Executive Officer or member of such officer’s staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the proposal being deemed non-responsive.

L. Iran Contracting Act of 2010

In accordance with Public Contract Code section 2204(a), the Proposer certifies upon submission that the Proposer signing the Proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of an existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Proposer agrees that signing the Proposal shall constitute signature of this Certification.

M. Disclosure of Criminal and Civil Proceedings

San Bernardino County reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. San Bernardino County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer may also be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision, "key employees" includes any individuals providing direct service to San Bernardino County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

N. Debarment and Suspension; California Secretary of State Business Entity Registration

Proposer certifies in Attachment D that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See Attachment D and the following United States General Services Administration's System for Award Management website <https://www.sam.gov>.) Proposer also certifies in Attachment D that if it or any of the subcontractors listed in the proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

O. Unsatisfactory Performance

Proposer affirms that it has no record of unsatisfactory performance with San Bernardino County in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

P. Final Authority

The final authority to award contracts as a result of this RFP rests solely with San Bernardino County Board of Supervisors, or as delegated by the Board of Supervisors.

v. SCOPE OF WORK

A. BACKGROUND INFORMATION

The San Bernardino County encompasses 20,160 square miles, the largest County in the continental United States. It borders Los Angeles, Riverside, and Kern Counties and the States of Arizona and Nevada. Current population is approximately 2.19 million, the majority of which are located in the southwest portion of the County. The County employs approximately 25,430 workers and, in order to provide adequate service to its citizens, has offices located throughout the County often separated by extensive distances.

The Department of Risk Management (DRM) oversees a financially secure self-insurance program and seeks to minimize the frequency and severity of financial loss to the County through a coordinated Integrated Risk Management Program. As part of the Integrated Risk Management Program, DRM partners with a Vendor to provide Automated Claims System services.

B. CURRENT NETWORK ENVIRONMENT

The Department of Risk Management is connected to the County's Innovation and Technology Department (ITD) using TCP/IP via high bandwidth county internal wide area networks, and through proxy firewall connections maintained by the County ITD to the Internet. The internal department LAN utilizes 100/1000 Base-T to the desktops. Desktop equipment consists of Intel and/or AMD Multicore 6bit processor PCs having at minimum 3 GHz processor speed, 4GB of RAM, with 250GB or larger local hard disk. Currently the standard OS is Windows 10, with planned roll-out of Windows 11 soon. Printing and Document Scanning utilize 5 network connected multi-function copier/scanner/printer devices throughout the department's main office. The proposed claims system must be able to support a minimum of 80 concurrent users with multiple sessions spanning multiple office locations and domains, and work with current desktop configurations, including Microsoft Office (Word for correspondence, Excel for data analysis). In addition, the system must support connectivity to remote offices, not on the County network, preferably through the Internet.

C. CLAIM VOLUME

To assist proper system sizing and capacity planning, the following is offered for review and consideration. The table below shows the approximate number of claims for each insurance line of coverage that are in the current database system as of June 30, 2021:

Insurance Coverage	Claims Personnel	Number of Open Claims	Year Over Year Growth	Total Estimated Claims in Database*
Workers' Compensation	30	3,518	5.46%	69,109
Liability/Property/Surety - All Lines	7	1,041	2.40%	55,730
Grand Total * Total includes open, closed and voided claims	37	4,559	7.86%	124,839

D. CLAIM STATISTICS

Statistics have been provided for calendar year 2021 to establish minimum potential baseline usage and to assist in proper consideration towards system capacity, planning and growth.

Insurance Coverage	# of Claims Opened	# of Reserve Transactions	# of Payment Transactions
Workers' Compensation	962	11,340	33,283
Liability/Property/Surety - All Lines	362	1,206	419
Grand Total	1,324	12,546	33,702

E. CURRENT ACS FILE SYSTEM ENVIRONMENT

The Department of Risk Management's existing claim environment consists of a self-hosted web application server front end backed by a Microsoft SQL Server database. The operating system for both servers is Windows 2008 server. The current size of the database is approximately 85GB, with an additional 142GB of document images stored in a filesystem consisting of 452,926 documents. The table below provides the current structure and size for the current claims system:

File System	Size	Used	% Used	Server
Windows server OS & web app	160GB	96GB	64%	application
Application data volume	160GB	93GB	64%	application
Document image volume	1079GB	840GB	76%	application
Windows OS & DB software	959GB	511GB	65%	database
Data storage volume	273GB	228GB	83%	database

F. PROPOSED ENVIRONMENT

The County desires a system that will provide state of the art technology in documenting and administering all types of incidents, claims, loss control programs and cost allocations in an effective and expeditious manner. System can be hosted or non-hosted. In case vendor has both options, proposal must include pricing structure for both options. System must include an integrated Windows-based document imaging application for each module proposed to comply with the County's vision of 100% paperless. The submitted data is to be captured and stored electronically in a database for later retrieval to streamline the data entry process for claims reporting within the legal requirements of the State of California.

G. VENDOR RESPONSIBILITIES

The Vendor shall furnish and deliver a network-based Windows Automated Claims System that will provide state-of-the-art technology in administering and managing claims, loss control programs and cost allocation in the most cost-effective and expeditious manner. The project involves installation and programming required for data mapping to ensure data fields are properly converted from the existing system to the proposed system for accuracy and validity, testing, training, on-going support services and necessary monthly maintenance. The system must integrate (leverage) existing County and Risk Management resources where feasible.

Selected Vendor shall provide:

1. Administrative Control

Selected Vendor must adhere to a schedule, budget and cost information analysis appropriate to implement the successful management of a contract, program status and planned activities. This information includes an on-going analysis of cost and scheduled variances.

Selected Vendor will provide management, administration and technical support assistance as needed to ensure success of the project. This includes "Full-time" (40 hours per week required), experienced technical staffing, to bring the system up and validate all data conversion for a minimum of 90 days after the conclusion of the model office.

2. Implementation Schedule

Selected Vendor and the County shall perform their duties and responsibilities in accordance with the schedule contracted to between the County and Selected Vendor, which must include go-live date of July 1st, 2024. Selected Vendor and County acknowledge that prompt performance of all services is required. Each party will use its best efforts to meet such deadlines and shall give the other party prompt notice of any anticipated delays in meeting such deadlines.

3. Training

A specific training plan and training for Risk Management staff and/or designee on the day-to-day operations along with backend system administration is required. The Vendor shall provide several instructor led training sessions at the San Bernardino County Risk Management Department facilities, which should span on multiple dates to ensure that all staff could attend training while maintaining coverage for existing workload. Ideally training will be for all system roles including Adjusters, Analysts, Supervisors, Safety, Financial, and ITD administrators. Detailed manuals must be provided for all attendees. At the very least, System Administration and End User training must be provided.

4. Liquidated Damages

The County will suffer certain damages in the event the Vendor should fail to complete the project within the time stipulated. The amount established for such damages shall be \$1,000.00 and shall be deducted as allowed by Government Code 53069.85 and retained out of the monies which may be due the Vendor for each and every day that the time consumed in the execution of the project may exceed the time for its completion or such time as the same may be extended as otherwise herein provided. This sum shall be retained as liquidated damages and not as a penalty.

5. **Reviews, Reports, Meetings**

During the term of the project, selected Vendor will conduct a project status review with the County once every week, or as otherwise agreed. These reviews will include discussion of the status of the project, including change orders, details on technical issues, schedules, problems, potential problems, and recommended solutions to such problems. In connection with such meetings, selected Vendor will draft a report covering the foregoing topics and give it to the County in advance of the meeting.

6. The selected Vendor's proposed acceptance-testing plan must include the following subjects at a minimum:

- a) **Functional Testing:** In conjunction with the County, the selected Vendor shall develop tests which check the compliance of the project with functionality and required performance to include parallel testing (including interface testing as detailed in Section I.27 of this RFP).
- b) **Stress Testing:** Selected Vendor shall develop tests for review and approval by the County, which simulates the County's conditions of usage.
- c) **Real Time Testing – Model Office:** Selected Vendor shall develop tests to evaluate the project in real time environment at the County with all data loaded into the system after successful completion of functional testing and stress testing. The Vendor is required to build an automatic interface for daily data extraction from County's existing system to the proposed data system during the testing phase to run a "Model Office" for a period of no less than 60 days and not to exceed 90 days. The System interfaces for data extraction and importing must be fully automated to eliminate the need of double data entry during the testing period.
- d) **Evaluation:** At the conclusion of each of the tests described above, the County will inform the selected Vendor in writing if the project has passed or failed the test. If the project has not passed all aspects of the test, the County shall provide detailed information with examples concerning the failure to pass the test. If the selected Vendor is not able to remedy the situation within 15 days, the County shall have the right to return the project to the selected Vendor, after 30 days of such written notice, the selected Vendor shall provide a full refund of the price paid by the County for the project, and the project/contract will be terminated.

H. SYSTEM ARCHITECTURE

The County's virtual servers are run on VMWare or Hyper V. System must run on current version of Microsoft Windows if hosted locally. Internet applications must be compatible with Microsoft Edge or Google Chrome and preferably compatible with other browsers. Database server should be either; MS SQL Server 2012 or higher OR Oracle 12c or higher.

I. FUNCTIONAL GENERAL REQUIREMENTS

1. Application must be able to run off a Wide Area Network (WAN) Environment.
2. Application must be certified to run on Windows 10 or latest.
3. Application must be certified to run on SQL 2019 (if data repository is MS SQL).
4. Application must be cluster aware.
5. Application must be running in Windows environment as a Service.
6. Application must be able to use Windows Authentication (Single Sign On compatible).
7. Application component function must be able to run on separate server (i.e. the database can run on a database server, the application can run on a separate application server).
8. Application should have a DATA ARCHIVE function.
9. Provide an online solution for electronic claims reporting via internet/intranet.
10. Must provide access for remote office locations and domains for data input, viewing and image retrieval based upon security permissions or groups of users.
11. Proposer shall recommend the optimum hardware and software platform for the proposed system
12. Must include a module for Workers' Compensation and Liability coverage.
13. Workers' Compensation module must conform to California State Workers' Compensation Laws pursuant to California labor code.
14. Must include an integrated imaging application utilizing standardized FileNet specifications. Document Formats: Document formats are completely transparent, and can store document images or text documents from any source, such as TIFF, PDF, or JPEG files. Currently, the standard for capturing and storing documents is multi-page PDF.
15. Provide details online "Help" capability such as tooltips, user manuals, training videos, quick start guides, etc.
16. Adhere to Risk Management defined data elements and required key data fields such as those found in Exhibit III (Minimum required reports).
17. Provide the capability to create, save, update, view and print claim data for later retrieval and use.
18. Provide the capability for County to manage stored data using archive routines based upon user specified intervals. Risk Management requires selected records can be offloaded to Datawarehouse structure based on selected criteria and the ability to restore to the system without affecting the system. The purging feature requires Risk Management System Administrator intervention.
19. Provide the capability to print data on demand from the proposed system to networked printers.
20. Ad-Hoc – the system must provide the ability to generate custom reports as needed by County on any data field or combinations of data fields maintained in the proposed system.
21. Provide an application or module to take data snapshot for County Actuarial Reports, Trend Analysis, and loss run reporting, and custom reports as needed by County on any data field maintained in the proposed system.
22. Provide all State mandated and required reporting to include Electronic Data Interface of First and Subsequent Reports (WorkComp FROI/SROI requirements).
23. Provide reporting functionality to comply with Medicare Secondary Payer (MSP) Non-Group Health Plan (NGHP) reporting requirements mandated by Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA) (P.L. 110-173) or any current state / Federal data reporting requirements.
24. Provide the capability to export Ad-Hoc/system reports to facilitate reporting needs and requirements. Formats to be ASCII, MS Access, Excel, and Adobe PDF.
25. Deliver ad-hoc or system generated reports via e-mail, FTP or Internet/Intranet.
26. Provide interfaces to and from existing County's applications to proposed system to allow external systems data to interface with the data to interface with external systems as appropriate.
27. Have the ability to work with multiple interface systems (both 1 way and 2 way) used by other departments and new technologies and/or software such as scanning, PeopleSoft, SAP, etc. Current interfaces include but may not be limited to:
 - a. SAP for ATC (Auditor-Controller/Treasurer/Tax Collector) Department,
 - b. PeopleSoft (for Human Resources Department),
 - c. Medical Bill Review (currently Careworks),
 - d. Attorney Bills Review (County Counsel),

- e. Facilities,
 - f. FROI/SROI (This interface must comply with the requirements set forth by the CA Department of Industrial Relations. Current vendor EBIX),
 - g. ISO claim search national database (Currently Insurance Services Office Inc.),
 - h. Pharmacy benefits management system review (Currently MyMatrixx/Cigna Health).
28. System must have a fully integrated document scanning and management module allowing department to run a paperless environment.
 29. Provide the capability to automate the scheduling and file generation of a system or ad-hoc report
 30. Consistently and easily allow users quick access to enter desired data files and relevant notations to document claim activity, to quickly move in and out of screens and files, and to provide easy access to financial transactions, such as sequential tabbing (Left to right / top to bottom), navigation from one claim to another.
 31. Provide routine support and escalation procedures. This information must include phone numbers, names, titles, email addresses and normal hours of support operation (Support should be available Monday-Friday between the hours of 6am-6pm PST).
 32. The County's Innovation and Technology Department (ITD) requires the opportunity to review proposed solutions and be allowed to perform an Application Readiness Analysis to determine and evaluate the application's operational efficiency as it traverses the County's WAN.
 33. The County's Innovation and technology Department (ITD) requires the opportunity to review proposed solutions and be allowed to perform testing and certification on Windows 10 and MS Server 2019 platforms or current application/platforms used by the county.
 34. It is required that the Vendor work with San Bernardino County and the current Claims System vendor for all integration issues.
 35. Basic features / safeguards should be built into the application for identifying and preventing encoding errors or misapplied transactions. Such as duplicate invoices, date validations, etc.
 36. Must have a notepad screen allowing users to input notes for each claim.
 37. System must have a good way to handle subrogation recoveries.

J. SYSTEM TESTING, AUDIT TRAIL AND SECURITY

1. A minimum of two System Administrators must be able to manage system user accounts and user access levels and reset passwords in real-time.
2. The system must be able to track each successful and unsuccessful User Login and Logout.
3. System must be able to track each user and claims they've accessed or each claim and employees who accessed it on a given date range.
4. System should provide security within a claim as well (A claim marked as "confidential" should not be able to be accessed by anyone other than assigned adjuster/supervisor).
5. The system should use a combination of User ID, Password and Access Level function authority.
6. The system should allow multiple users to be managed under a single Group for purposes of account and security administration.
7. The system should allow a user multiple sessions using a single access license.
8. The system shall provide a means to ensure that all Risk Management data is protected against unauthorized access and corruption by a 3rd party. (Regular audit reports requested by County to be provided on demand).

K. SYSTEM RELIABILITY

Risk Management expects a reliable Automated Claims System. The system must be designed for high- data availability and operational 99% of the time for claims processing to ensure State mandated requirements are met. The concern is "how will this system ensure data will not be lost between backups, in the event of system abnormalities/failures?" It is critical that data integrity and quality is of the highest importance and design. The system is required to have system and data backups multiple times per day, weekly and monthly. Procedural details for staff to perform these backups and restorations must be provided as part of the documentation and training. Part of the system test must include a minimum of one successful backup and restoration.

L. PROFESSIONAL SERVICES

1. The Vendor shall provide administrative and technical support as required to facilitate the installation, integration, activation and testing of all hardware and software components of the system. This will include operation manuals for all users. Currently there are approximately 75 users.
2. The Vendor shall provide a test plan, written procedures, user guides, etc.

M. PLACE OF PERFORMANCE

The programming required for the development of the system can be accomplished either at the Vendor site or at a San Bernardino County location (TBD). The delivery, installation, testing and acceptance must be at a San Bernardino County location (TBD).

N. APPLICATION MAINTENANCE AND UPGRADE SUPPORT

1. The Vendor shall provide application maintenance, which includes product enhancements and shall make available to San Bernardino County subsequent major product upgrades at no cost.
2. The Vendor will provide core system enhancements made for other customers free of charge to San Bernardino County.

O. DIGITAL MEDIA AND CORRESPONDENCE

The County requires the contracted provider to submit any or all correspondence, reporting and media to be transmitted electronically to the Director of Risk Management and other designated contacts.

P. COUNTY REPRESENTATIVES

The Director of the Department of Risk Management and his/her designee(s) are the County's representatives and the primary contacts for the County on this contract. The Proposer shall receive all instructions, directions, and other communications from the Director of the Department of Risk Management and his/her designee(s). The Proposer is hereby authorized to rely and act upon all such instructions, directions and communications from the County's representative(s).

Q. PROPOSER "KEY PERSONNEL"

Vendor must provide a list and resumes of the individuals who will provide services to the County; these individuals will be designated as "key personnel" and may not be removed from County transactions, or projects without written approval of the County. The Vendor shall provide an organizational chart to delineate reporting relationships among assigned staff.

R. INSTRUCTIONAL AND TRAINING SERVICES

Proposer agrees to undertake a planned effort to educate, and make available, learning opportunities to Risk Management Staff and other designated County staff on topics related to the Automated Claim System. Proposer shall provide a maximum of four (4) days instructor led training classes per year at the premises of San Bernardino County – Department of Risk Management that may span multiple dates. Manuals or handouts must be provided for all attendees.

S. PROPOSER'S GUARANTEE

Proposer guarantees its services will be satisfactory to the County as specified in the RFP and the contract. If the County is dissatisfied with the Proposer's services, qualifications of its staff, licenses and/or certifications, the County has the right to cancel any contract for service and be relieved of the obligation of continuing with this contract.

T. PROPOSER'S NAME AND TAX ID NUMBER

Proposer is required to maintain the same name and tax id for the duration of the contract. However, if a change occurs, the Proposer shall notify the COUNTY in writing of any change of name or tax identification number within ten (10) business days of the change and should provide a new IRS W9 form and promptly complete and return updated electronic fund transfer forms.

The selected Vendor shall be required to agree to the terms contained below. If Proposers have any objections, these objections must be addressed by completing Attachment H and include it with the RFP response to the County, or the objections will be deemed to have been waived.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, including all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the RFP have been satisfied.
2. Proposals must be received by the designated date and time. **All Proposers must register with the ePro system prior to the date and time to submit the proposal or they will be disqualified. Late or incomplete proposals will not be accepted.** Electronic response must be submitted through the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. System-related issues in ePro shall be directed to the Purchasing Department at (909) 387-2060. For procurement questions involving ePro, please contact the RFP contact identified in Section I, Paragraph B – RFP Contact.
3. The Proposer acknowledges that its electronic signature is legally binding. Submittals in ePro will be opened from the system's encrypted lock box after the deadline and evaluated as stated in this RFP.
4. Paper responses may be submitted in lieu of electronic submission, at the location identified in the RFP, by mail or in person to the RFP Contact listed in Section I, Paragraph B, and will be time/date stamped when received. Proposals may be withdrawn at any time prior to the scheduled deadline for submission of proposals. Hand carried proposals may be delivered to the RFP Contact identified in Section I between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by San Bernardino County. Hand carried proposals must be received by the deadline to submit proposals, which is **July 29, 2022 prior to 4:00pm PST**. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and ensuring that the address information appears on the outer wrapper or envelope used by such service.
5. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
6. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

B. Proposal Format

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. Presentation

All proposal must be submitted on 8 ½ x 11 page size; each page, including attachments, must be clearly and consecutively numbered.

2. Cover Page

Please use the Cover Page included in this RFP; this form must be fully completed and signed by an authorized officer of the Proposer.

3. Table of Contents

All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

4. Proposal Checklist

Please use Attachment A to ensure that all items requested have been included.

5. Statement of Certification

Include the following on Attachment B:

- a. A statement that the offer made in the proposal is firm and binding for nine (9) months from the deadline for submission of the proposal.
- b. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer (competitor) for the purpose of restricting competition.
- c. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle San Bernardino County to pursue any remedy by law.
- d. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
- e. A statement that the Proposer agrees to provide San Bernardino County with any other information San Bernardino County determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed.
- f. A statement that the Proposer, if selected will comply with all applicable rules, laws, and regulations.
- g. A statement that the Proposer has reviewed the RFP and General Contract Terms in their entirety and have no exceptions to any requirements, terms or conditions, except as noted in Attachment H.

6. Statement of Experience and Qualifications

Include the following in this section of the proposal:

- a. Business name of the Proposer and type of legal entity such as corporation, partnership, etc. If Proposer is a business entity that must be registered with the California Secretary of State, Proposer shall provide the County the entity number assigned to it by the Secretary of State.
- b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
- c. Identify if Proposer uses any sub-contractor(s) for services and software used to provide the required services in this RFP. Each sub-contractor must be identified and a brief description of its services or software shall be included.
- d. Statement that the Proposer does not have any commitments or potential commitments that may impact the Proposer's ability to perform the Contract, if awarded.

7. Licenses, Permits, and/or Certifications

List in Attachment C and provide copies of all licenses, permits and/or certifications as required under Section X. TERMS AND CONDITIONS, Paragraph A, 22.

8. Project Team Organization Chart

Provide an organization chart illustrating the project team that clearly shows the organization of the team and the hierarchy of the members. It must include:

- a. Organizational framework for the proposed project team.
- b. Staff name, position, and contact information for each role identified in the chart.
- c. Resumes of key personnel, including qualifications, education and experience in the field of services requested in the RFP.

9. Proposal Description

Provide a detailed description of your proposed Automated Claims System that considered the County of San Bernardino Department of Risk Management's needs for the processing and managing of Workers' Compensation, Liability and Insurance claims; and the reporting of statistical loss data. It is crucial that the proposed Automated Claim System and the needed equipment have been evaluated and designed with the appropriate capacity and a potential to growth. This proposal description should address, but is not limited to, all terms in Section V-Scope of Work. If the Vendor is unable to provide any of the particular services listed in the scope of work, he must indicate what service(s) is/are unable to provide.

a. Features and functions

1. Provide detailed features of your Diary System.
2. Provide detailed features of your Notepad System.
3. Provide detailed features of Calendar System. Also provide any features that integrate with Microsoft Outlook 365.
4. Provide details on how application supports spell check. Also indicate which screens/sections of application spellcheck is not in place.
5. Describe insurance Policy Management module in detail along with related Reports.
6. Minimum Required Reports. See samples in Exhibit III:
 - Daily Unapproved Payments.
 - Claims Inventory.
 - Excess Insurance Reimbursement.
 - OSHA's Form 300.
 - CMS Claim Report.
 - Claimant Payment Detail Report.
 - State of California—Office of Self-Insurance Plans (OSIP) Form J-1.
 - State of California—OSIP Summary of Claims
 - State of California—OSIP Form AR-2 Addendum- Aggregate Claims Information.
 - Daily Unapproved Payments by Add User Summary.
 - Daily Unapproved Payments by Payee Summary.
 - All Lines of Business Claim Log Summary Current.
 - User Roles Assigned.
 - Claim Lag Time.
 - Vendor Based Reports.
 - Liability Diaries.
 - Last Plan of Action Date.
 - Workers' Compensation Diaries.
 - Claims with no Diaries.
 - Workers' Compensation Litigated Cases per Department.
 - Universal Loss Run for Workers' Compensation.

Automated Claim System

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- Universal Loss Run for All Other Funds.
 - Annual Sheriff's Department Claims and Litigation Cost and Expenses.
 - State of California, Department of Industrial Relations—Annual Claims Inventory.
 - Auditor's List Sample.
7. List which browser(s) application is compatible with.
 8. Provide printout of all screens.
 9. Provide details of platform used to accommodate Ad Hoc reports with any data on the system.
 10. Provide details of network needed to access the system.
 11. Describe your approach to security for hosted/non-hosted solution.
 12. Describe your method of backups (both automated and manual) and Data warehousing.
 13. Describe features or safeguards built into the proposed system for identifying and preventing encoding errors or misapplied transactions.
 14. Describe the proposed system's ability to allow for data entry corrections.
 15. Describe how subrogation recoveries are handled in your system.
 16. Track key data elements such as name, address, reserves, and user changes historically within the claim record along with date/time when changes are made.
 17. Describe how your system tracks multiple claimants for one occurrence or incident.
 18. Describe how your system tracks identical claimants, provided there is an identical data such as a social security number or other information capable of making a match and populating the claim window.
 19. Describe how new claims are established. Basic requirements for a claim system. No need for explicitly noting in Scope of Work.
 20. Describe how reserves are established in a new claim setup. Notification for reserves. Can a claim be set up without a reserve?
 21. Describe the reserve tracking history. Reserves limit protections.
 22. Describe the supervisory control functions for Diaries, Reserves, Payments, etc.
 23. Do Reserves and Diary entries automatically zeroed out when a file is closed?
 24. Describe the feature and licensing requirements for concurrent sessions. Identify maximum number of screens allowed.
 25. Describe the feature to store historical data for current time comparisons. (For example, compare the last six months with each prior four years).
 26. Ability to scroll forward and backward within any particular on-line screen including search results.
 27. Describe the level of integration the system has with the database. Does your system have the ability to incorporate form letters, merge data elements into forms from proposed data base using Word, Excel and Access?
 28. Automated state regulatory forms must be included. Describe how the system will allow client generated changes and automated notices with issuance of benefit payments.
 29. Describe the types of claim query capabilities within your system.
 30. Describe in detail your document imaging application, including functionality and workflow. Imaging application must be user friendly and integrate with claims application modules. Scanning module must be able to accommodate up to page size 11in X 17in.
 31. Describe options for scanning correspondence, odd-shaped documents, etc.
 32. If your imaging application is not proprietary, list software compatible with your product.
 33. List the scanners that are compatible with your product.
 34. Describe how your system provides notifications for document delivery in your imaging application. Does this extend to claim modules? Correspondence history?
 35. Describe the correspondence history.
 36. Describe how your imaging application flags important documents with the in-box.
 37. Describe how your imaging application e-mails or faxes, archived documents or

Automated Claim System

documents are contained in the in-box.

38. Describe how your imaging application annotates a document.
39. Describe what safeguards your imaging application has to protect documents from deletion.
40. Describe how your system interfaces with other internal systems, such as SAP, payroll interface, billing systems and electronic funds transfers, as required. Provide a list of companies or systems that your system has interfaced with and identify if this is a customization or standard feature.
41. Can your system import/export data easily in various formats, i.e., PeopleSoft, Text File, Word, Excel, PDF, XML, ASCII, etc.?
42. in relation to item number 41, is the ability to import and export data dependent on the latest version of the above formats?
43. Describe how your system tracks claims per cause, location, insurance program, etc.
44. Describe your system's ability to automatically populate tables, "drag and drop" attachments, populate additional information for line items, build and integrate relational database.
45. Describe the audit trail capabilities.
46. Describe your test environment. What type of environment do you provide for testing of modifications or enhancements for each module/application before moving into production?
47. List features you plan to have in the future. Please describe their feature, date available and price.
48. Describe in detail your electronic incidents / claims reporting component.
49. Describe any additional product functions or features to be delivered as part of your ACS (Automated Claim System).
50. Does your system have analytics capabilities? If yes, describe in detail and provide samples.
51. Enhancements may be suggested but should be listed and priced separately for consideration from the core requirements.

b. Technical Information

1. List the minimum hardware configuration.
2. List the recommended hardware configuration. Use Attachment H – Hardware List.
3. Provide a list of platforms that your proposed system will run on. Identify the platform of preference.
4. Describe the system architecture of your software.
5. Software must be the latest release at the time of the proposal opening.
6. If your application is client/server, what portion of the application resides on the client versus the server?
7. Provide the minimum hardware requirements for the client or desktop.
8. List the programming language your product is written in.
9. Describe your product's database.
10. Describe the backup and recovery procedures.
11. Provide WAN bandwidth requirements to access data and information across a LAN/WAN.
12. Using your recommended hardware configuration, describe the response time for input, retrieval and viewing of claim data and images on your system. Is this response time the same for users in other locations?
13. List type/make of printers your system supports. Is this client configurable or does it require vendor intervention to add printers to the system? Will your system support networked copiers?
14. Your system must support windows point and click design that facilitates speed, functionality and ease of use.
15. Describe how your system restricts or allows menus or data entry screens to groups of users.
16. Must have the ability to run queries or reports as needed during the business day without affecting end users response time from and access to the system.
17. Identify the computer storage space required for the client, server, or both; if applicable.
18. Describe how your system archives (purges) and restores claims and transaction data.
19. Describe steps/utilities involved in recovering a database in case of corrupted data.

c. Implementation, Training and Support Services

1. The Vendor shall pre-stage and test all proposed systems prior to on-site delivery.
2. The Vendor shall provide on-site administrative and end-user training of operators and end-user training will include hands-on trouble shooting training. Describe typical timeframe for comprehensive on-site training for the proposed system.
3. Provide, for information purposes only, a template or sample copy of your Service Agreement including guarantees and maximum assurances for reliability, quality, functionality and availability. Additionally, provide your method of problem resolution, problem escalation and list on non-performance remedies.
4. Is there an additional cost for service during non-regular business hours? Please explain.
5. The Vendor shall provide a single point of contact for supplies, ongoing education and training and other areas related to the operation of the system.
6. Describe customer service support for user, including but not limited to:
 - On-line help messages,
 - Hours of operation,
 - Days of operation,
 - Response time,
 - Trouble shooting capabilities,
 - Staff allocation to support the above.
7. List the qualifications and experience level of your trainers.
8. A complete set of documentation and a minimum of 40 training manuals shall be provided with the proposed system, including instructions specific to our operation, in a fully indexed format.
9. Will the training manual be updated with each release of any modification or enhancement and available on-line?
10. Describe the type of on-line support your system provides. Can these instructions be printed?
11. Do you also provide videotaped training in addition to on-site training?
12. List the locations of the nearest support offices.
13. Describe the experience level of the phone support personnel.
14. The County should have the option to not upgrade to future versions as the Vendor makes changes or releases updated versions. Describe your continued support of legacy applications.
15. Provide the name and contact information of your software applications “User Group” and describe how they interact with your company.
16. Describe the value-added services your company will provide to enhance system functionality, reduce ongoing costs and increase internal efficiencies of doing business.

d. Modifications and Enhancements

1. If a “bug” is discovered, how is it communicated to the users?
2. How often are enhancements released? What costs are associated with enhancement installations?

e. Data Conversion

1. Describe how you will handle the data conversion process.
2. Do you have experience with converting from SQL Server 2016 database to the proposed application?
3. Provide a timeframe required for data conversion?

f. System Maintenance

1. Provide in detail the warranty for the proposed system.
2. Please describe your maintenance package.

g. Level of Expertise Required

1. Please describe and recommend the appropriate type(s) of County staff required to participate in the planning, design, development, testing and setup of proposed solution.
2. Please describe the activities that would be required by County staff to assist in the planning, design, development, testing and setup of proposed solution.
3. Please describe and estimate the time involved that may be required by County staff to participate.
4. Please describe and recommend the type of County staff that would be required to maintain and administer this system on a routine day-to-day basis. This may include but is not limited to the following:
 - User Account Setup,
 - Password Reset,
 - Grant User/Group Authority Access.
5. Please describe the activities that would be required of County staff to maintain and administer this system on a routine day-to-day basis.
6. Please describe and estimate the time that may be required by County staff to maintain and administer this system on a routine day-to-day basis.

10. Work Plan and Schedule

Provide a project schedule indicating the estimated milestone dates through all phases of the project, including design, implementation, testing, and training.

11. Certification Regarding Debarment or Suspension

Proposer certifies in Attachment D that neither it nor its principals or subcontracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549. Further, Proposer affirms that it has no record of unsatisfactory performance with San Bernardino County in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

12. Cost

Complete Fee Proposal on Attachment E.

13. References

Provide three (3) references from other agencies, preferably public agencies of similar size as San Bernardino County, with whom you have established a contract on a project of this nature. Provide Contact Name and Title, Email, Address, Phone Number, and dates during the time services were provided, please use Attachment F.

14. Employment of Former County Officials

Complete Attachment G to provide information about former San Bernardino County Officials, as defined in Section IV, Paragraph K.

15. Exceptions to RFP

Complete Attachment H, if applicable.

16. Public Records Act Exemptions

Complete Attachment I – Public Records Act Exemptions, if applicable.

17. Indemnification and Insurance Requirements Affidavit

Submit evidence of ability to insure as stated in Section X, Sub-section B - Indemnification and Insurance Requirements. Proposer must complete and submit Attachment J – Indemnification and Insurance Requirements Affidavit, and ensure the form is complete, including the signature from Proposer’s insurance broker/agent.

18. Financials

Proposer must provide its annual financial statements for the last two years. Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the Proposer’s accountant that the information accurately reflects the Proposer’s current financial status. If the Proposer is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the Proposer’s current financial status.

VII. EVALUATION

Proposals will be subject to an Initial Review to confirm responsiveness, by determining whether each proposal includes the stipulated content, required certifications or licensing, etc., and is presented in the required format, in order for the proposal to advance for evaluation. Any reasonable person reviewing for responsiveness must be able to ascertain that the Proposal meets these requirements.

The evaluation process includes the following categories, and may include additional specific criteria. Likewise, the listed considerations are possible considerations, and may be modified to include or remove factors involved in the evaluation.

A. QUALIFICATIONS AND EXPERIENCE

Weight: 25 Points

Considerations: Proposer background and reputation, qualifications of the project team, experience with similar services and entities. Satisfactory performance of similar work, demonstrated knowledge and expertise, work product, quality of interactions, capability of assigned team members, likelihood of continued use, etc.

B. TECHNICAL REVIEW

Weight: 25 Points

Considerations: Statement of understanding of San Bernardino County’s needs, work plan, scheduling, technical specifications and functionality, quality control, training, adequacy of support staff, insurance compliance—risk management, and value-added aspects.

C. INTERVIEW, PRESENTATION, OR DEMONSTRATION

Weight: 30 Points

Considerations: Content conveyed or demonstrated in person to the evaluation panel.

D. COST

Weight: 15 Points

Considerations: The primary consideration will be the effectiveness of the Proposer in the delivery of the services based on demonstrated performance. Cost effectiveness is only one component, and not necessarily the primary one.

E. REFERENCES

Weight: 5 Points

Considerations: Satisfactory performance of similar work, demonstrated knowledge and expertise, work product, quality of interactions, capability of assigned team members, likelihood of continued use, etc. References will be contacted by the interview panel prior to interviewing Proposer.

F. FINANCIAL REVIEW

Considerations: Applies only when financial stability and responsibility is deemed pertinent to the intended selected Proposer and contract award, at the sole discretion of San Bernardino County.

Statements and/or tax information is evaluated by qualified individuals, most often from the Auditor- Controller's Office.

San Bernardino County may, at its sole discretion, create a shortlist of proposals for further evaluation; require an oral interview, presentation, or demonstration; utilize outside experts to assist in the evaluation process; and/or issue a request for Best and Final Offer (BAFO) from one or more Proposers.

San Bernardino County will establish an evaluation panel with responsibility for reviewing all proposals and conducting the evaluation. A facilitator will manage the integrity of the evaluation process and will not be a voting member of the evaluation panel. An initial meeting will be scheduled and held with the evaluation panel members, wherein the facilitator will distribute all relevant documents to the evaluators including the RFP, evaluation worksheets for each proposal, and written evaluation instructions.

After the initial meeting, evaluators will independently review and score the proposals. The evaluation panel will then convene again to discuss the individual scores to resolve questions and to discuss the basis for individual scores, but not for the evaluators to agree upon scoring. At the end of this discussion, each evaluator will be given an option to revise his/her scores.

Evaluators will make independent determinations for scores, including review and understanding of any additional information obtained by the group discussion. In the event a score is revised, the evaluator will strike out the original score, document the new score, and provide comments to support the revision.

If clarifying information is needed at any point, the facilitator will contact Proposer(s) to obtain the necessary information. The facilitator will then provide the information to the evaluation panel electronically or verbally, as appropriate.

If the evaluation process includes components such as oral interviews, product demonstration, and/or site visits, the facilitator will coordinate those with evaluators. Individual scoring and any subsequent evaluation panel meetings with respect to such components must be conducted.

Once all ratings are finalized and documented, the facilitator will collect individual evaluation worksheets to create a final evaluation scoring worksheet.

VIII. NEGOTIATIONS AND NOTICE OF INTENT TO AWARD

Automated Claim System

San Bernardino County may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

A. Contract Negotiation

After final evaluation and selection, negotiations may be conducted with the Proposer of the highest- ranked proposal. Negotiations, if held, shall be within the scope of work in the request for proposals. If the contract negotiations take place in San Bernardino County, California, the Proposer will be responsible for its travel and per diem expenses of its personnel.

B. Failure to Negotiate

If the selected Proposer

- Fails to provide the information required to begin negotiations in a timely manner; or
- Fails to negotiate in good faith; or
- Indicates it cannot perform the contract within the budgeted funds available for the services; or
- If the Proposer and San Bernardino County, after a good faith effort, simply cannot come to terms,

Then San Bernardino County may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest rated Proposer.

C. Notice of Intent to Award (NOIA) – Proposer Notification of Selection

After the completion of contract negotiations, a written or electronic Notice of Intent to Award (NOIA) and denial letters (or a copy of the NOIA) will be issued to all Proposers. The issuance date of the NOIA is the date the NOIA was delivered by email or into the care of the United States Postal Service for delivery to the Proposer. The NOIA also begins the 10-calendar day appeal period.

D. Review of Financial Performance

As indicated in Section VII, Paragraph F, financial information may be used to evaluate and select the proposal(s) deemed to be in San Bernardino County's best interest. Alternatively, at San Bernardino County's sole discretion, the financial performance of the intended contractor(s) may be assessed prior to contract award. Financial performance deemed unsatisfactory by the County may result in non-award or a recommendation for award to another Proposer(s).

E. Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

IX. APPEAL AND AWARD

In the event a dispute arises concerning the proposal process prior to the award of the contract, the Proposer raising the dispute shall submit a request in writing to the Purchasing Agent. Proposer may appeal the recommended award or denial of award (Protest), provided the following stipulations are met:

1. Appeal must be in writing.
2. Appeal must be submitted within ten (10) calendar days of the date of the NOIA. An

appeal of a denial of award can only be brought on the following grounds:

Automated Claim System

1. Failure of San Bernardino County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. Violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Pete Mendoza, Interim Director San
Bernardino County Purchasing
Department

777 E. Rialto Avenue

San Bernardino, CA 92415-0760

Upon receipt of the formal Appeal, the Purchasing Agent, or his/her designee, will attempt to resolve the Appeal. An Appeal shall be disallowed when, in the judgment of the Purchasing Agent it has been submitted:

- (1) as a delay tactic; (2) for the purpose of posturing the Proposer advantageously for future procurement;
- (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

The Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer submitting the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the San Bernardino County Purchasing Agent shall be deemed final.

Alternatively, at the Purchasing Agent's discretion, an Appeal Panel consisting of five (5) members appointed by the Purchasing Agent shall hear the Appeal. The Proposer will be provided reasonable notice of the time, date and location of the hearing. In the event that an appealing Proposer does not appear at the Appeal hearing as scheduled, the Appeal will be disallowed.

The hearing is informal, in that it is not subject to the strict rules of evidence or procedure, and live witnesses, if any, will not be sworn. All relevant evidence is admissible, including hearsay. It will be up to the Appeal Panel members to consider the credibility of the evidence and the weight to give it.

The Panel will determine by at least three (3) affirmative votes: 1) whether the Appeal was submitted timely;
2) whether the Appeal is based on at least one of the three designated grounds identified above; and 3) whether the grounds on which the Appeal are based have been substantiated.

If any of the grounds are determined to be valid, the Panel will also decide if the valid portion of the Appeal has so tainted the RFP process that it is unfair to the Proposer or whether the valid grounds for the Appeal are in the nature of harmless error and that the RFP process was fair to the Proposer. The Panel will not re- evaluate the proposals.

The Purchasing Agent shall notify the Proposer making the Appeal of the decision, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the Appeal Panel shall be deemed final. If the Contract must be approved by the Board, after receiving a decision from the Purchasing Agent or Appeal Panel, the Proposer may then present its Appeal to the Clerk of the Board of Supervisors for the Board's review and decision. The Proposer must file its written Appeal with the Clerk of the Board or provide a verbal Appeal (typically limited to three minutes) prior to the Board making a decision on the Contract. Any decision of the Board shall be deemed final.

A Proposer appealing the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Appeal", the Proposer has agreed that the appeal procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Appeals that do not follow these procedures shall not be considered. The appeal procedures

constitute the sole administrative remedy available to the Proposer under this RFP. Upon exhaustion of this remedy no additional recourse is available.

x. TERMS AND CONDITIONS

The selected Proposer will be required to enter into a formal agreement with San Bernardino County. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Contractor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. This includes the terms in the Business Associate Agreement in Exhibit I and Business Associate Addendum for Cloud Services Software as a Service (SaaS) in Exhibit II. All objections to any provisions in the Term and Conditions must be listed on Attachment H – Exceptions to RFP, or any exception thereto shall be waived.

A. General

1. Agreement Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of Contractor and San Bernardino County.

2. Agreement Assignability

Without the prior written consent of San Bernardino County, the Agreement is not assignable by Contractor either in whole or in part.

3. Agreement Exclusivity

This is not an exclusive Agreement. San Bernardino County reserves the right to enter into an agreement with other Contractors for the same or similar services. San Bernardino County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Agreement.

4. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part B (1) Indemnification.

5. Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) have not been convicted of a felony and are not proven substance abusers; and (c) are not otherwise disqualified from performing the Services under applicable Law. If requested by Customer and not in violation of applicable Law, Contractor shall conduct a background check on all its personnel providing Services to verify compliance with the preceding requirements and shall review the results of the background check of each individual to verify that the individual meets Contractor's standards for employment. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet criteria acceptable to County, in County's sole discretion, shall not be assigned to work on County property or services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

6. Change of Address

Contractor shall notify San Bernardino County in writing of any change in mailing address within ten (10) business days of the change.

7. Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

8. Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of County regarding safety and health and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all Laws applicable to the County facilities and/or the provision of the Services, and all additions and modifications to each of subsections (b),(c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

9. Confidentiality

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. Contractor shall execute and comply with the attached Business Associate Agreement (Exhibit I). Contractor further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by Contractor for services performed pursuant to Contract.

10. Primary Point of Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written notification and acceptance of San Bernardino County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

11. County Representative

The Director of the Department of Risk Management or his/her designee shall represent San Bernardino County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

12. Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

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If the Contractor fails to make timely repairs, San Bernardino County may make any necessary repairs. Contractor, as determined by San Bernardino County, for such repairs shall repay all costs incurred by San Bernardino County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from San Bernardino County.

13. Debarment and Suspension

The Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

14. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this agreement, Contractor agrees that the Contractor and the Contractor's employees, while performing service for San Bernardino County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person. This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing services for San Bernardino County on County property, or using County equipment, of San Bernardino County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for San Bernardino County.

San Bernardino County may terminate for default or breach of this agreement and any other agreement the Contractor has with San Bernardino County, if the Contractor or Contractor's employees are determined by San Bernardino County not to be in compliance with the above terms.

15. Duration of Terms

This Agreement, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Agreement.

16. Employment Discrimination

During the term of the Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

17. Environmental Preference

In accordance with San Bernardino County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.

18. Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in San Bernardino County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

19. Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of San Bernardino County in an attempt to secure favorable treatment regarding this Agreement.

San Bernardino County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of San Bernardino County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the San Bernardino County Administrative Office. In the event of a termination under this provision, San Bernardino County is entitled to pursue any available legal remedies.

20. Informal Dispute Resolution

In the event San Bernardino County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

21. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

22. Licenses, Permits, and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the Federal, State, County, and municipal laws, ordinances, rules and regulations. Contractor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Agreement. Contractor will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and/or certifications may result in immediate termination of this Agreement.

23. Material Misstatement/Misrepresentation

If during the course of the administration of this Agreement, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Agreement

may be immediately terminated. If this Agreement is terminated according to this provision, the County is entitled to pursue any available legal remedies.

24. Mutual Covenants

The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

25. Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by San Bernardino County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Agreement; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Agreement. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

26. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

27. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared and customize to meet the County’s needs by Contractor pursuant to the Agreement shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Agreement. Unless otherwise directed by County, Contractor may retain copies of such items.

28. Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

- a.** Such governmental body does not have and will not have in force any other contract for like purchases.
- b.** Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

29. Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Agreement.

30. Relationship of the Parties

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto.

31. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Contractor's relationship with County may be made or used without prior written approval of San Bernardino County.

32. Representation of San Bernardino County

In the performance of the Agreement, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

33. Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

34. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into agreements with or otherwise engaging any subcontractors who may supply any part of the deliverables and/or services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by County, resumes of proposed subcontractor's personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in paragraph B(1) of Section X. All approved subcontractors shall be subject to the provision of this contract applicable to Contractor's Personnel, including removal.

For any subcontractor, Contractor shall:

- 34.1** Be responsible for subcontractor compliance with the contract and the subcontract terms and conditions; and
- 34.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 34.3** Include in the subcontractor's subcontract substantially similar terms as are provided in this Agreement.

Upon expiration or termination of this Agreement for any reason, County will have the right to enter into direct agreement(s) with any of the Subcontractor(s). Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractor's from entering into direct agreements with County.

35. Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Deliverables or Services provided pursuant to this Agreement is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

36. Termination for Convenience

San Bernardino County for its convenience may terminate this Agreement in whole or in part upon thirty

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(30) calendar day's written notice. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

37. Time of the Essence

Time is of the essence in performance of this Agreement and of each of its provisions.

38. Venue

The venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

39. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with San Bernardino County prior to publication.

40. Artwork, Proofs and Negatives

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the San Bernardino County. These items must be returned to the San Bernardino County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, San Bernardino County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

41. Fiscal Provisions

- a. The maximum amount of reimbursement/payment under this Agreement shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- b. Contractor shall provide County itemized monthly invoices, in arrears, for services performed under this Agreement within twenty (20) days of the end of the previous month. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
- c. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall comply within 60 days of the start of the contract, providing directions and accurately complete forms provided by County required to process EFT payments.
- d. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Agreement.
- e. Costs for services under the terms of this Agreement shall be incurred during the agreement period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

B. Indemnification and Insurance Requirements

1. Indemnification

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third-party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any Goods or Services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Contractor's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the Goods or Services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or Services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the Services; (ii) replace or modify the goods or Services to be non-infringing, without incurring a material diminution in performance or function; or

(iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or Services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or Services.

Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming San Bernardino County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for San Bernardino County to vicarious liability but shall allow coverage for San Bernardino County to the full extent provided by the policy. Such additional insured coverage shall provide at least as broad coverage and provide for the same limits of coverage to the County as provided to the Contractor as the named insured on all such policies of insurance.

Waiver of Subrogation Rights

The Contractor shall require the carriers of the above-required coverage to waive all rights of subrogation against San Bernardino County, its officers, employees, agents, volunteers, Contractors, and Subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against San Bernardino County.

Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self- insurance programs carried or administered by San Bernardino County.

Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and San Bernardino County or between San Bernardino County and any other insured or additional insured under the policy.

Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the San Bernardino County Department administering the contract evidencing the insurance coverage at the time the contract is executed,

additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fourteen (14) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, San Bernardino County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by San Bernardino County will be promptly reimbursed by the Contractor or County payments to the Contractor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by San Bernardino County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of San Bernardino County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against San Bernardino County, inflation, or any other item reasonably related to San Bernardino County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of San Bernardino County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of San Bernardino County.

2. Insurance Specifications

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$1,000,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by San Bernardino County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance

The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment,
- b. Products and completed operations,
- c. Broad form property damage (including completed operations),
- d. Explosion, collapse and underground hazards,
- e. Personal Injury,
- f. Contractual liability,
- g. \$2,000,000 general aggregate limit.

Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Requirements

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

Or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Agreement completion.

Cyber Liability Insurance

Contractor shall maintain Cyber Liability Insurance coverage with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, and extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

C. Right to Monitor and Audit

1. Right to Monitor

San Bernardino County, State and Federal governments shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this agreement. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with San Bernardino County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by San Bernardino County. Contractor shall repay to San Bernardino County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

In the event San Bernardino County determines that Contractor’s performance of its duties or other terms of this contract are deficient in any manner, County will notify Contractor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this contract immediately upon written notice, or remedy deficiency and off-set the cost thereof from any amounts due the Contractor under this contract or otherwise.

2. Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Agreement and demonstrate accountability for agreement performance. All records shall be complete and current and comply with all agreement requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Agreement.

All records relating to the Contractor’s personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Agreement shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by San Bernardino County’s representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

D. Correction of Performance Deficiencies

1. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Contractor shall notify San Bernardino County within one (1) working day, in writing and by telephone.
2. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Agreement shall be a material breach of this Agreement.
3. Contractor Primary Contact and County Representative shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of this Contract. If these representatives are unable to resolve a dispute, controversy or claim within ten (10) days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

If the Primary Contact and County Representative are not successful in resolving the dispute, negotiations shall be conducted by the County Executive Office, or designee and the highest level executive for Contractor. If these representatives are unable to resolve the dispute within ten (10) days after the representatives have commenced negotiations, or 20 days have passed since the initial request for negotiations at this level, the Parties may agree in writing to submit the dispute to mediation.

4. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement.
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County;
 - b. Withhold funds pending duration of the breach;
 - c. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery;
 - d. Offset against any monies billed by Contractor but yet unpaid by San Bernardino County;
 - e. Terminate this Agreement immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, San Bernardino County may proceed with the work in any manner deemed proper by San Bernardino County. The cost to San Bernardino County shall be deducted from any sum due to the Contractor under this Agreement and the balance, if any, shall be paid by the Contractor upon demand.
5. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

COVER PAGE

PROPOSER'S NAME (*Legal name of firm, entity, or organization*):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

PROPOSER'S ORGANIZATIONAL STRUCTURE

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture

____ Other (explain): _____

If Corporation, Date Incorporated: _____ State Incorporated: _____
States Registered in as foreign corporation: _____

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

Automated Claim System

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

ATTACHMENT A – PROPOSAL CHECKLIST

Use this checklist to ensure that all items requested have been included.

Items Completed		Page (s)
1.	Cover Page	
2.	Attachment A – Proposal Checklist	
3.	Attachment B – Statement of Certification	
4.	Statement of Experience and Qualifications	
5.	Attachment C – Licenses, Permits, and/or Certifications	
6.	Attachment D – Certification Regarding Debarment or Suspension	
7.	Project Team Organization Chart	
8.	Proposal Description	
9.	Work Plan and Schedule	
10.	Attachment E – Pricing and Fee Proposal	
11.	Attachment F – References	
12.	Attachment G – Employment of Former County Officials	
13.	Attachment H – Exceptions to RFP	
14.	Attachment I – Public Records Act Exemptions	
15.	Attachment J – Indemnification and Insurance Requirements Affidavit	
16.	Attachment K – Local Vendor Preference Self-Certification	
19.	Attachment L – Software List	
20.	Attachment M – Hardware List	
21.	Financials (Two Years)	

ATTACHMENT B STATEMENT OF CERTIFICATION

The following statements are incorporated in our response to the San Bernardino County.

	Statement	Agree (initial)	Agree with exception (initial and attach explanation)
1.	The offer made in the proposal is firm and binding for nine (9) months from the date the proposal is opened and recorded.		
2.	All aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle San Bernardino County to pursue any remedy by law.		
4.	Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.		
5.	Proposer agrees to provide San Bernardino County with any other information San Bernardino County determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and		
6.	Proposer, if selected will comply with all applicable rules, laws and regulations.		
7.	The RFP and General Contract Terms have been reviewed in their entirety and Proposer has no exceptions to any requirements, terms, or conditions. (Please use Attachment H to identify and list any specific exceptions to content or language by indicating the Section, Paragraph number, and Page number, as applicable. Add as many pages as required.)		

[illegible]

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION; CALIFORNIA SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFP:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
2. The Proposer certifies, to the best of its knowledge and belief, that neither any subcontractor listed in its Proposal, not subcontractor's Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The Proposer shall provide immediate written notice to the San Bernardino County Purchasing Agent if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes circumstances.
5. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the San Bernardino County government, the San Bernardino County Purchasing Agent may terminate the contract resulting from this solicitation for default.
6. Proposer affirms that neither it, nor any subcontractor listed in the Proposal, has any recent unsatisfactory performance with the San Bernardino County, during the past twenty-four (24) months at a minimum.
7. Proposer also certifies that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

ATTACHMENT E- PRICING AND FEE PROPOSAL

Vendor shall provide the summary amount of the recommended optimal Software and Hardware; the vendor shall also provide detailed information and amounts related to their technical support, professional services, annual maintenance, miscellaneous cost, contingencies and additional or optional services. County of San Bernardino Department of Risk Management reserves the right to purchase hardware from other sources. For detailed information related to your Software and Hardware configuration use Attachment **L** - Software List and Attachment M - Hardware List. You must disclose any commission of fees or discounts you will receive if the County purchases this software and hardware.

	Automated Claims System Options
Hardware: Hardware or supplies necessary to setup, activate, test, and operate an automated claims system. Price includes taxes and delivery charges.	
Software: Software necessary to create, implement, test and operate an automated claims system that will assist in the transfer of data between the County of San Bernardino, Department of Risk Management's automated claims system and all required interfaces.	
Technical Support: Qualified technical support for an automated claims system, documentation and training to Department of Risk Management's staff.	
Professional Services: Professional management and analytical support to facilitate vendor resources required by the automated claims system.	
Annual Maintenance Agreement: Contractual agreement beyond the initial delivery and implementation of system, which may be necessary for support or maintenance. Please provide 1, 2, and 3, year options.	
Miscellaneous Costs/ Contingencies/ Additional or Optional Services:	

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT F - REFERENCES

Name of Agency/Company	Contact Name, Title and Address	E-mail Address	Phone Number	Dates services provided (from/through*)

Provide a minimum of three (3) customer references you have contracted with, providing the same service as requested in this RFP.

*Enter “**Present**” if still providing the services (Example: 10/08/03/present).

[illegible]

ATTACHMENT H – EXCEPTIONS TO RFP

CONTRACTOR NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP#, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

ATTACHMENT I – PUBLIC RECORDS ACT EXEMPTIONS

CONTRACTOR NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

Proposer requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the section or paragraph number, and page number, of the proposal where the content is contained.)

Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.

ATTACHMENT J – INDEMNIFICATION AND INSURANCE REQUIREMENTS AFFIDAVIT

THE PROPOSER’S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM AND

THE PROPOSER MUST SUBMIT THIS COMPLETED AFFIDAVIT WITH HIS PROPOSAL.

I, the undersigned (Please check one box) ☐ underwriter ☐ agent/broker, certify that the Proposer listed below, and I have jointly reviewed the “Insurance Requirements” in this Request for Proposal (RFP). If the County of San Bernardino (“County”) awards the Proposer the Contract for this project, I will be able—within fourteen (14) calendar days after the Proposer is notified of the Contract’s award—to furnish the County with all the required, insurance certificate(s) and endorsement(s) as specified in Section X Paragraph B. Indemnification and Insurance Requirements.

Insurance Broker / Agency Name

Date

Insurance Broker’s / Agent’s Name (Printed)

Insurance Broker’s / Agent’s Name (signature)

Address City State Zip Code

Telephone Number FAX Number Email Address

Proposer’s Name

County RFP Name and Number

Below State the Name of Insurance Company Providing Coverage:

DO NOT write “Will Provide,” “To Be Determined,” “When required,” or similar phrases.

Commercial General Liability

Automobile Liability

Workers’ Compensation Liability

Professional Liability

Cyber Liability

[NOTE TO PROPOSER: See Section X, Paragraph B. Indemnification and Insurance Requirements, for details on the basic requirements and types of insurance for this agreement.]

NOTE TO THE UNDERWRITER / AGENT-BROKER: If the insurance forms that the Proposer submits to the County do not fully comply with the Insurance Requirements, and/or if the Proposer fails to submit the forms within the 14-day time limit, the County may: (1) declare the Proposer's Bid non-responsive, and (2) award the Contract to the next highest ranked Proposer.

If you have any questions about the Insurance Requirements, please contact Jeanette Simonetti, County of San Bernardino - Risk Management Department, at (909) 386-8730 or via e-mail Jeanette.Simonetti@hr.sbcounty.gov (Please provide name and number of RFP with your email question(s)).

ATTACHMENT K – LOCAL VENDOR PREFERENCE SELF-CERTIFICATION



Purchasing

TO BE CERTIFIED AS A LOCAL VENDOR, eligible for Local Vendor Preference (any vendor, contractor or consultant, hereafter "vendor") I certify under penalty of perjury that _____ meets all of the following requirements:

**LOCAL VENDOR PREFERENCE
SELF-CERTIFICATION**

Vendor Legal Name _____
Vendor Representative _____
Vendor Address _____
City, State, Zip _____
Phone _____
Email _____
Federal Tax ID # _____

- The main office (headquarters) or a major regional office is located within the boundaries of San Bernardino County;
- Twenty-five percent (25%) of full-time management employees and twenty-five percent (25%) of full-time regular employees work from locations in the County;
- Employ at least one full-time or two part-time employees with primary residence in the County;
- "Point of sale" for purposes of reporting sales tax to the State Board of Equalization (if applicable) is within the boundaries of the County and payment of any local share of sales tax goes to the County or a city within the County. (If the local business has more than one sales office in the State of California, the office located in the County shall be the point of sale for sales tax calculation);
- Not delinquent in any taxes or other payments to the County;
- Possess a valid and verifiable business license in _____ (if required);
- Have been open and established since _____ ;
- Have had on-going business activity in the field of _____ since _____
(which is at least six months prior to the issuance of the solicitation);
- Have not, within five years prior to the date this form is signed, admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law or any law or regulation regarding fraud and not federally debarred; and
- Not suspended or debarred from participation in the County, in the scope of work that is the subject of the solicitation.

FURTHER, I acknowledge by initialing the following boxes that I understand:

- _____ If any time after being certified as a local vendor, a change in status occurs rendering a vendor no longer eligible for such status, the vendor must notify the Purchasing Agent prior to responding to a solicitation or accepting an award. Self certification is good for a period of five years, then must be renewed.
- _____ False certifications shall be immediate grounds for rejection of any proposal or bid or if the proposal or bid is awarded, grounds for voiding the proposal or bid, terminating any agreement, and seeking damages thereto. Failure to certify the above information shall result in the proposal or bid being considered by the County without any adjustment for a local vendor.
- _____ Self-certification provided by the vendor requesting a local preference shall be submitted to the Purchasing Agent under penalty of perjury. No person or business shall make a false representation to a County official or employee for the purpose of influencing the certification or denial of certification of any local vendor.
- _____ Any vendor that falsely obtains certification shall be ineligible to transact business with the County for not less than one year and not more than three years, at the discretion of the Purchasing Agent. This penalty shall also apply to any vendor that previously obtained proper certification and, because of a change in its status would no longer be eligible for certification, and fails to notify the County of this information prior to responding to a solicitation or accepting an award.

I am an authorized representative of _____ and can legally bind the company.

Date

Name

Position

Reviewed By:

ATTACHMENT L - SOFTWARE LIST

The vendor shall provide a detailed listing of the software needed for their proposed claims system, which should include but is not limited to County of San Bernardino Department of Risk Management's requirements contained in this RFP. It is crucial that all proposals submitted are evaluated and designed for appropriate capacity and potential growth for both hardware and software. You must disclose any commission of fees or discounts you will receive if the County purchases this software.

Automated Claims System				
Description	Quantity	Unit Cost	Version/Release/Licensing Requirements	Explain Functions
Operating System				
Database				
Application				

Explain Configuration assumptions/constraints (attach additional pages if necessary):

ATTACHMENT M - HARDWARE LIST

The vendor shall provide a detailed listing of the hardware needed for their proposed claims system, which should include but is not limited to County of San Bernardino Department of Risk Management's requirements contained in this RFP. It is crucial that all proposals submitted are evaluated and designed for appropriate capacity and potential growth for both hardware and software. You must disclose any commission of fees or discounts you will receive if the County purchases this hardware.

Automated Claims SIfStem			
Description	Quantity	Unit Cost	What is the minimum equipment required to support the proposed Automated Claim System.

Explain Configuration assumptions/constraints (attach additional pages if necessary):

EXHIBIT I

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the County of San Bernardino [DEPARTMENT] (hereinafter Covered Entity) and [INSERT CONTRACTOR NAME HERE] (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

RECITALS

WHEREAS, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

WHEREAS, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

WHEREAS, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

WHEREAS, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

I. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

- a. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.
- b. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
- c. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
- d. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.

- e. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.
- f. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.
- g. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.
- h. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.
- i. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
- j. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

Obligations and Activities of BA

a. Permitted Uses and Disclosures

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42

U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

b. Prohibited Uses and Disclosures

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)
- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

c. Appropriate Safeguards

- i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]
- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.
- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.
Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

d. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

e. Reporting of Improper Access, Use or Disclosure or Breach

Every suspected and actual Breach shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information to include but not limited to:
 1. Date the Breach or suspected Breach occurred;
 2. Date the Breach or suspected Breach was discovered;
 3. Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
 4. Number of potentially affected Individual(s) with contact information; and
 5. Description of how the Breach or suspected Breach allegedly occurred.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:
 1. The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
 2. The unauthorized person who had access to the PHI;
 3. Whether the PHI was actually acquired or viewed; and
 4. The extent to which the risk to PHI has been mitigated.

- iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.
 - 1. If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
 - 2. If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.
- iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

f. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

g. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

h. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

i. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

j. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

k. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

l. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

m. Mitigation

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

n. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

- Postage;
- Alternative means of notice;
- Media notification; and
- Credit monitoring services.

o. Direct Liability

BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

p. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI, including without limitation, any Breach of PHI or any expenses incurred by CE in providing required Breach notifications.

q. Judicial or Administrative Proceedings

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

r. Insurance

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

s. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

l. **Obligations of CE**

- a. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
 - i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
 - ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
 - iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

m. **General Provisions**

a. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

b. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

c. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

d. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

e. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

f. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

g. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

h. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Contract or this Agreement.

EXHIBIT II

Business Associate Addendum for Cloud Services

Software as a Service (SaaS)

This Business Associate Addendum for Cloud Services is entered into by and between the San Bernardino County (County) and Business Associate (Contractor) for the purposes of establishing terms and conditions applicable to the provision of services by Business Associate to the County involving the use of hosted cloud computing services. County and Business Associate agree that the following terms and conditions will apply to the services provided under this addendum and the associated Business Associate Agreement as applicable.

1. DEFINITIONS:

- a) **“Software as a Service (SaaS)”** - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser or application. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- b) **“Data”** - means any information, formulae, algorithms, or other content that the County, the County’s employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information, Protected Health Information (as defined by the Health Insurance Portability and Accountability Act (HIPAA)) and metadata which may contain Data or from which the Data may be ascertainable.
- c) **“Data Breach”** - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.

2. SaaS AVAILABILITY: Unless otherwise stated in the Statement of Work (SOW),

- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the County shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the SOW.
- c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the County may terminate the contract for material breach.
- d) Contractor shall provide advance written notice to the County in the manner set forth in the SOW of any major upgrades or changes that will affect the SaaS availability.

3. DATA AVAILABILITY: Unless otherwise stated in the SOW,

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the County shall be entitled to recover damages, apply credits or use other

contractual remedies as set forth in the SOW if the County is unable to access the Data as a result of:

- 1) Acts or omissions of Contractor;
 - 2) Acts or omissions of third parties working on behalf of Contractor;
 - 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
 - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the County may terminate the contract for material breach.

4. DATA SECURITY:

- a) In addition to the provisions set forth in the Business Associate Agreement, Contractor shall certify to the County:
- 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
 - 2) Compliance with the following:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - ii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) 16 Service Organization Control (SOC) 2 Type II audit. Audit results and Contractor's plan to correct any negative findings shall be made available to the County within thirty (30) business days of Contractor's receipt of such results.
- b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Addendum to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the County's access to its Data.
- c) Contractor shall allow the County reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Addendum and the County's Data, at no cost to the County.
- d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
- e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Addendum period without prior written notice to and written approval by the County.
- f) Contractor shall provide access to Data only to those employees, contractors and subcontractors who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to Data, staff who perform work under this agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Addendum and the associated Business Associate Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

5. **ENCRYPTION:** Contractor warrants that all Data will be encrypted in transmission (including via web interface) using Transport Layer Security (TLS) version 1.2 or equivalent and in storage at a level equivalent to or stronger than Advanced Encryption Standard (AES) 128-bit level encryption.
6. **DATA LOCATION:** All Data will be stored on servers located solely within the Continental United States.
7. **RIGHTS TO DATA:** The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the County, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

8. TRANSITION PERIOD:

- a) For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the County in extracting and/or transitioning all Data in the format determined by the County (“Transition Period”).
 - b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
 - c) During the Transition Period, SaaS and Data access shall continue to be made available to the County without alteration.
 - d) Contractor agrees to compensate the County for damages or losses the County incurs as a result of Contractor’s failure to comply with this section.
 - e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor’s and/or subcontractor’s possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the County confirming the destruction or inaccessibility of the County’s Data.
 - f) The County at its option, may purchase additional transition services as agreed upon in the SOW.
9. **DISASTER RECOVERY/BUSINESS CONTINUITY:** Unless otherwise stated in the Statement of Work,
- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the County by the fastest means available and also in writing. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the County of:
 - 1) The scale and quantity of the Data loss;

- 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
- 3) What corrective action Contractor has taken or will take to prevent future Data loss.
- b) If Contractor fails to respond immediately and remedy the failure, the County may exercise its options for assessing damages or other remedies.
- c) Contractor shall restore continuity of SaaS, restore Data, restore accessibility of Data, and repair SaaS as needed to meet the Data and SaaS Availability requirements under this Addendum. Failure to do so may result in the County exercising its options for assessing damages or other remedies.
- d) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.

10. EXAMINATION AND AUDIT: Unless otherwise stated in the Statement of Work:

- a) Upon advance written request, Contractor agrees that the County or its designated representative shall have access to Contractor's SaaS operational documentation and records, including online inspections that relate to the security of the SaaS product purchased by the County.
- b) Contractor shall allow the County, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
 - 1) Operating system/network vulnerability scans,
 - 2) Web application vulnerability scans,
 - 3) Database application vulnerability scans, and
 - 4) Any other scans to be performed by the County or representatives on behalf of the County.
- c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

11. DISCOVERY: Contractor shall promptly notify the County upon receipt of any requests which in any way might reasonably require access to the Data of the County or the County's use of the SaaS. Contractor shall notify the County by the fastest means available and also in writing, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the County unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the County with adequate time for the County to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the County unless authorized in writing to do so by the County.

- 12. INSURANCE REQUIREMENTS:** Contractor shall, at its own expense, secure and maintain for the term of this contract, Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall cover breach response cost as well as any regulatory fines and penalties.
- 13. DATA SEPARATION:** Data must be partitioned from other data in such a manner that access to it will not be impacted or forfeited due to e-discovery, search and seizure or other actions by third parties obtaining or attempting to obtain Service Provider's records, information or data for reasons or activities that are not directly related to Customer's business.

SAN BERNARDINO
COUNTY



Claims Inventory

Report 302

Run Date: 3/26/2019 11:18:09 AM | Report dates from 1/1/2018 to 12/31/2018

Total Indemnity Claims	609
Total Denied Indemnity Claims	254
Total Medical Only Claims	716
Total Indemnity Payments	359

Excess Insurance Reimbursement Report.

CSAC EXCESS INSURANCE AUTHORITY
WORKERS' COMPENSATION REIMBURSEMENT
REQUEST FORM

Member: San Bernardino County Claimant: [REDACTED]
Policy Year: FY 2016-2017 Date of Injury: [REDACTED]

	Payments
Indemnity	<u>\$212,515.62</u>
Medical	<u>\$744,352.51</u>
Vocational Rehabilitation	<u>\$1,419.34</u>
Expenses	<u>\$74,334.85</u>
Total	<u>\$1,032,622.32</u>
Less SIR	<u>(\$1,000,000.00)</u>
Less Subrogation Recovery	
Less Previous CSAC-EIA Payments	<u>\$0.00</u>
Net Due From CSAC-EIA	<u>\$32,162.32</u>

Date approved
by Claims Review Committee: _____

Signed: _____ Date: _____

- ☐ Excess was billed. Ace, CIGA, Proline, Nafl, Safely, Illational, AJG, CIG, A! Relisnoe,
0 Reinsured was invoiced. Munich RE, Arreica, Ren RE
☐ _____
No invoice needed.
☐ Claim has not reached Reinsurance-Excess layer.
☐ Reinsured's Excess Carrier is not following claim.

(11) (2) (3) 14) (5) (6)

CMS Claim Report

Medicare Type RREID	Insurance Line	Claim Number Claimant Name	Date of Injury	Claim Status	Claimant Type	TPOCDate	ORM Indicator	TotalIncurred	Validation Status	
				ClosedDate	Examiner	TPOCAmount			Validation	Status Desc
E 000022825	WC	125766 [REDACTED]	1/17/2017	Open	Continuous Trauma CarmenValqLi	0.00	y	133,110.00	ERROR	CI07:FieldName: ICO DiagnosisCode3.ErrorDesc: Optional. Must contain spaces or most match a value in the first 5 bytes of a record on one of the 3 most current lists of valid ICD 9 diagnosis codes at www.cms.gov/1CD9 ProviderDiagnosticCodes.06 _00aES.asp. Must not be on the list of Excluded Codes in Appendix H. ICD9 Must not begin with E, V and ICD10 MUST not begin with V, W, X, Y, Z -, Mu, t not include decimal point.

Claimant Payment Detail Report

Payment Detail		Claim Number:	122008	Cao, Lana						
jReserve Adjusting Expense	Payment Type	Method	Processed	From	Through	Check#	Payee		Amount	
	Bill Review Fee									
		Eldemal Check	317/2016	2/16/2016	2116/2016	03271520			5.50	
		E>ctemal Check	3{7/2016	1/11/2016	1111/2016	03271520			5.50	
		El<lernal Check	4/2812016	1/20/2016	2110/2016	03276692			5.50	
		E<ternal Check	4/2812016	2/24/2016	313012016	03276692			5.50	
		E>ctomal Check	8/18/2017	717/2017	7(7/2017	03317392			5.50	
	Utilization Review	Number or Paymcns					5	Subtotal Amount	27.50	
		E>ctomal Check	5/10/2017	3(7/2017	3(7/2017	0330835-4			8.00	
		E>ctemal Check	6/15/2017	5/12/2017	5112/2017	03311999			190.00	
							2	Subtotal Amount	198.00	
		Number of Payments					7	Subtot.>I Amount	225.50	
		Number of P:lyment\$								
Inden_nity	Temporary Oisabiity	Dept Transfer	2/12/2016	1/13/2016	1/21n016	47590			287.43	
								Subtotal Amount	287.43	
		Number of Payments								
	Temporary Partial Disability	Eldemal Check	2/11/2016	1/23/2016	215/2016	08791059			945.18	
		E>ctomal Check	2/24/2016	2/6/2016	2119/2016	08796916			842.18	
		E>ctermal Check	3/9/2016	2/20/2016	314/2016	08804873			770.86	
		E<ttemal Check	3/2412016	3/5/20'16	3118/20'16	08812820			604.48	
		E>ctomal Check	4/6/2016	3/19/2016	411/2016	08820902			580.70	
		E>ctemal Check	4/19/2016	4/2/2016	4115/2016	08827650			390.55	
		ElCtemal Check	5/4/2016	4/16/2016	4/29/2016	08836400			390.55	
		Eldemal Check	5/18/2016	4/30/2016	5113/2016	08851795			580.71	
		E>ctemal Check	6/2/2016	5/14/2016	5/27/2016	08866367			304.60	
		ElCtemal Check	6/15/2016	5/28/2016	6110/2016	08873484			327.16	

State of California – OSIP Form J-1

Print

Clear the form

State of California
Department of Industrial Relations
OFFICE OF SELF-INSURANCE PLANS (OSIP)

**JOINT POWERS AUTHORITY (JPA) SELF-INSURER'S PROFILE AND
FINANCIAL SUMMARY REPORT (Form J-1)**

Instructions:

- Enter financial information from most recent certified, audited financial statement, if available. If unavailable or over three years old, enter amounts from most recent financial statement by independent Certified Public Accountant (CPA). If neither is available, identify source of information (name of document, source, date, name and contact information for preparer or custodian) where indicated.
- Terminology used in this report is based on standard industry meaning and usage for Workers' Compensation claims and coverage in the State of California.
- Enter N/A where any category is inapplicable in JPA's line of business or recordkeeping.

Part A. General.

1. Name of Joint Powers Authority (JPA):

2. Master Certificate Number of Self-Insured JPA:

Check if certificate is revoked. ☐

3. Active Self-Insured Affiliate Members of JPA [list all, attaching additional pages if necessary]:

4. Former Affiliate Members with tail claims for which JPA has continuing responsibility [list all, attaching additional pages if necessary]:

5. Nature of Workers' Compensation Coverage provided to members through JPA:

Primary ☐ Excess ☐

State of California - OSIP Summary of Claims

State of California

Claim Liability

Amendment:

Amendment	Reason
Attache	Incorrect URL
Open Indemnity Claims	to the members or creditors
Incorrect	

Report location Number.	Identification of Location	Certificate Holder
SAN BERNARDINO RISK MANAGEMENT at SAN BERNARDINO		san Bernardino Risk Management
CAS::S ANOBENEFITS (to the nearest \$)		
Date	Incorrect Liability	Paid Date
Indemnity	P.Ledical	Indemnity
Medical		Medical
I CIL'S open as of 06/13/11, 202D report, d prior to 2015/116		
2) Open and Closed 1.1.ablllileli		
All cases reported In 2015/16		
2015/16 Ca&es open		
B) All cases reported<111 2016/17		
201E/17 Ca5e6 opEff		
CI All Calies reported<1 In 2017/116		
2017'18 Ga5e6oplflf		
DI All C35e61 reparte<1 In 2011/19		
2018/19 Ca tie6 OpEff		
E) All cases reported<111 2019/20		
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State of California – OSIP Form AR-2 Addendum – Aggregate Claims Information

1	Form AR-2 Addendum -- Aggregate Claims Information						
2							
3		INJURY DATES					
4		FY 20-21	FY 19-20	FY 18-19	FY 17-18	FY 16-17	Years prior to FY 16-17
5	Number of New Notices of Representation Received in FY	2	11	2	1	1	0
	Total number of claims in each category as of the end of the reporting period (Individual claims that fit into more than one category should be included in						
5	Open Indemnity Claims	32	40	26	9	8	28
7	Open Medical-Only Claims	5	0	0	0	0	0
3	Open Future Medical Claims	0	6	19	20	22	105
3	Public Safety Employee Benefit Claims						
0	Industrial Disability Leave Claims						
1	Catastrophic Claims	0	0	0	0	0	
2	Fatality Claims	0	0	0	0	0	
	Aggregate amount of benefits paid for each disability category						
3	Temporary Disability Benefits Paid (\$ amount)						
4	Number of Claims where TD benefits were provided						
5	Public Safety Employee Benefits Paid (\$ amount)						
6	Number of Claims where Public Safety Employees received salary continuation benefits						
7	Industrial Disability Leave Benefits Paid (\$ amount)						
8	Number of claims where Industrial Disability Leave benefits were provided						
9	Permanent Disability Benefits Paid (\$ paid in permanent total and permanent partial disability)						
0	Number of Claims where PD benefits were paid						
11	Supplemental Job Displacement Benefits Voucher paid (\$ amount)						
2	Number of Claims where SJDBV was issued						
3	Death Benefits Paid, including burial costs (\$ amount)						
4	Number of Claims where death benefits were provided						



Daily Unapproved Payments Add User Summary

Report 113b

Run Date: 4/25/2022 8:01:28 AM | Payment due date on or before: 4/25/2022

Add User	# of Payments	Payments
cmisenar_m4543	2	\$313.50
cvalenzuela_e2117	9	\$48,049.95
DFelix_a7743	3	\$4,206.76
dkennedy_H7111	4	\$2,214.34
hlukacs_g5361	2	\$10,112.50
Interface_BillReview_MCMC	343	\$19,693.28
mbooker_i9755	95	\$15,924.00
MLee_g6741	3	\$1,561.50
MLopez_A8787	2	\$907.04
RArroyo_J3049	58	\$9,877.18
SSteele_A5216	3	\$1,451.19
Totals:	524	\$114,311.24



Daily Unapproved Payments Payee Summary

Rep.:Nr 113c

Run Date: 4/25/2022 8:02:44 AM I Payment due date on or before: 4/25/2022

Payee	# of Payments	Payments
	11	\$81'8.00
	1	\$:1110,44
	11	\$9,22.51
	211	\$3,735.14
	3	\$3911.00
	J.	
	2	\$907.04
	2	
	1	\$560.00
	1	\$2,015.00
	212	\$1,204.17
	2	12,,191.76
	2	1M3.94
	1	\$:1,3'78.18
	1	\$354.25
	J.	
	1	
	1	
	9	
	1	\$1,426.50
	2	\$26,488.58
	7	\$:1,1169.30
	1	58,772.50
	J.	\$136.00
	J.	
	J.	
	J.	\$2,015.00
	J.	\$1,108.80
	11	

J.

J1111,AIL:17

1

\$8,86.10

23

\$576.39

211

In

\$20,574.00

12

\$4,531.50

2

\$205.04

-IDc

|||||0|||||

4/15/71:D2 11:02...-AM

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User Roles Assigned

Report 224

Run Date: 4/25/2022 3:49:45 PM

First Name	Last Name	User Name	Title	Active	Roles
Auditor	1	Auditor_1	External Vendor	Yes	WC ReadOnly Guest
Auditor	2	Auditor_2	External Vendor	Yes	WC ReadOnly Guest
Auditor	3	Auditor_3	External Vendor	Yes	WC ReadOnly Guest
Auditor	4	Auditor_4	External Vendor	Yes	WC ReadOnly Guest
Auditor	5	Auditor_5	External Vendor	Yes	ReadOnly PL Guest
Auditor	6	Auditor_6	External Vendor	Yes	ReadOnly PL Guest
Patrick	Achuff	PAchuff_PACHUFF	Support Analyst	No	WC
Claudia	Adams	Cadams_Sikich	Outside Vendor- Business Analyst- Sikich	Yes	WC ReadOnly
Teri	Adams	TAdams_10504	Office Assistant II	No	WC Administrator GL
admin	Admin	admin	Admin	Yes	WC Examiner Privileged GL Customization PL PR Fiscal Confidential Claim Index ClaimSetup VendorAdmin AUTO Supervisor Administrator Confidential Restricted UIAdmin GL Manager
Erika	Admin	Admin_Erika	Admin	Yes	WC Privileged PL PR VendorAdmin AUTO Supervisor Administrator Restricted UIAdmin GL
Generic	Admin	GAdmin_NIMDAGEN	N/A	No	WC
Lan	Admin	Admin_Lan	Admin	Yes	Assistant WC Examiner Privileged PL PR Fiscal Confidential Claim Index TimeUser ClaimSetup VendorAdmin AUTO CheckAccounting Supervisor TimeAdmin Administrator Confidential Restricted UIAdmin GL Accounting Manager PaymentAdmin
Le	Admin	Admin_Le	Admin	Yes	Assistant WC Examiner Privileged PL PR Fiscal Confidential TimeUser ClaimSetup VendorAdmin AUTO CheckAccounting Supervisor TimeAdmin Administrator Confidential Restricted UIAdmin GL Accounting Manager PaymentAdmin
LeAnna	Admin	Admin_LeAnna	Admin	No	Assistant WC Examiner Privileged PL PR Fiscal Confidential Claim Index TimeUser ClaimSetup VendorAdmin AUTO name change CheckAccounting Supervisor Administrator Confidential Restricted UIAdmin GL Accounting Manager PaymentAdmin BlockedVendors
Max	Admin	Admin_Max	Admin	Yes	Assistant WC Examiner Privileged PL PR Fiscal Confidential Claim Index ClaimSetup VendorAdmin AUTO name change CheckAccounting Supervisor TimeAdmin Administrator Confidential Restricted GL Accounting Manager PaymentAdmin
Monica	Admin	admin_Monica1	ISD	Yes	WC Examiner Privileged PL PR Fiscal Confidential TimeUser UR ClaimSetup VendorAdmin AUTO Nurse Case Mgmt name change CheckAccounting Supervisor TimeAdmin Administrator Restricted PortalUser Vehicle Maint UIAdmin GL Accounting Manager SIU BlockedVendors
Monica	Admin	Admin_Monica	Admin	Yes	Assistant WC Examiner Privileged PL PR Fiscal Confidential Claim Index ClaimSetup VendorAdmin AUTO Nurse Case Mgmt name change CheckAccounting Supervisor TimeAdmin Administrator Confidential Restricted UIAdmin GL Accounting Manager SIU
Paul	Admin	Admin_Paul	Admin	Yes	Assistant WC Examiner Privileged PL PR Fiscal Confidential Claim Index TimeUser ClaimSetup VendorAdmin AUTO name change CheckAccounting Supervisor TimeAdmin Administrator Restricted UIAdmin GL Accounting Manager PaymentAdmin
Rafael	Admin	Admin_Rafael	Admin	Yes	Assistant WC Examiner PL PR Fiscal Confidential Claim Index TimeUser ClaimSetup AUTO name change CheckAccounting Supervisor TimeAdmin Administrator Confidential Restricted UIAdmin GL Accounting Manager PaymentAdmin
Albert	Aleman	AAleman_D4259	Accountant I	No	WC
Hunter	Allen	AHunter_H2762	Workers Comp Adjuster II	No	WC Examiner
Monica	Almanza	MAlmanza_MCA	Office Assistant	No	WC
Jorge	Ambriz	JAmbriz_G5960	Workers Comp Claims Assistant	No	Assistant WC
Angelica	Andrasevitz	AAndrasevitz_TMP590	Workers Compensation Claims Adjuster II	No	Assistant WC Examiner PR TimeUser AUTO GL
Latoyia	Andrews	LAndrews	Workers Compensation Adjuster	No	Assistant WC Examiner PR AUTO GL
Latoyia	Andrews	LAndrews_I1832	Workers Compensation Adjuster I	No	Assistant WC Examiner PL PR AUTO GL
Raymond	Arroyo	RArroyo_RMD	Office Assistant	No	Assistant WC PL PR TimeUser ClaimSetup AUTO GL PaymentAdmin

Report 224

Run Date: 4/25/2022 3:49:45 PM

Run By: SBC\COUNTY\G5201

Page 1 of 9



Claim Lag Time

Report 225

Run Date: 4/25/2022 3:08:50 PM I Entry dates from 7/1/2021 to 6/30/2022

Claim Number	Claimant	Date Received	Correspondence	Days between Reported/Received	Days between Initial/Mail/Received
Examiner: Andrasevitz, Angelica					
137650	[REDACTED]	7/7/2021	7/16/2021		262
		Claim Number Total: 1	Minimum Lag: 9		
		Average Lag Time: 9			
nns1	[REDACTED]	7/28/2021	8/2/2021	Acceptance for	
		Claim Number Total: 1	Minimum Lag: 5		
		Average Lag Time: 5			
137327	[REDACTED]	5/5/2021	8/11/2021		
		Claim Number Total: 1	Minimum Lag: 6		
		Average Lag Time: 6			
	[REDACTED]	5/11/2021	8/11/2021		
		Claim Number Total: 1	Minimum Lag: 5		
		Average Lag Time: 5			
		Minimum Lag: 5			
131998	[REDACTED]	8/19/2021		Denial of VIC Benefits	22
		Claim Number Total: 1			
		Average Lag Time: 5			
138162	[REDACTED]	9/9/2021	9/13/2021	Acceptance for	
		Claim Number Total: 1	Minimum Lag: 4		
		Average Lag Time: 4			
138321	[REDACTED]	3/11/2021	10/4/2021	Acceptance for	12
		Claim Number Total: 1	Minimum Lag: 5		
		Average Lag Time: 5			
		Minimum Lag: 5			
DOS20	[REDACTED]	11/3/2021	11/10/2021	Acceptance for	
		Claim Number Total: 1	Minimum Lag: 5		
		Average Lag Time: 5			
		Minimum Lag: 5			
138630	[REDACTED]	11/5/2021			
		Claim Number Total: 1			
		Average Lag Time: 5			
		Minimum Lag: 5			
	[REDACTED]	12/21/2021	1/6/2022	Denial of VIC Benefits	16
		Claim Number Total: 1	Minimum Lag: 16		
		Average Lag Time: 16			
		Minimum Lag: 16			

Vendor Based Reports

AddressBookID	Vendor Name	Tax ID	Address	City
207637	Law Office of Damien J Miranda		3100 Inland Empire Blw Ste 101	Ontario
261620	1st Century Insurance			
240995	A Plus Court Reporter Loc		35 E Union St Ste A	Pasadena
262332	A Plus Court Reporters Inc		35 E Union St Ste A	Pasadena
207367	A. Michael Mohejimi dba Coast Spine & Sports Medicine		902 N Grand Ave Ste 100	Santa Ana
258901	PAA a/s/o Henry Soto			
246938	ABI Document Support Services, UC		PO Box 2970	Springfield
262764	Advanced Orthopedic Surgery Center d/a Scott Hemm MD		8221 N Fresno St	Fresno
260569	Afni Oliu Kemper a/s/o Aldo cantabrana		Afni subrogation Department	Bloomington
205299	Ahmed Rahoma Med Group inc dba Khalid 6 Ahmed MD		PO Box 428	Montebello
261508	Airports - Daggett		39500 National Trails Hwy	Daggett
202183	Airports, Barctow-Daggett Xfer - OJ1rent		39500 National Trails Highway, Box 3	Daggett
259528	Airports-29 Palms		76569 Twentynine Palms Hwy	29 Palms
257937	Airports-Daggett			
25H12	Albeit Simpkins Jr & Associates Inc		PO Box 846	LA Mirada
206125	Alexa a/o Gerslman MO		5901 W Olympic Blvd Ste 309	LOG Angeles
208011	Alexander Gerslman MO		Advanced Urology Institute 8631 W 3rd St. #900e	LOG Angeles
210261	All Star Physical Therapy Inc		24630 Washington Ave Ste 201	Muniet
262471	Alliance United Insurance - Attn: Gerardo Martinez			
187855	Allied Anesthesia Medical Group		PO Box 1628	Orange
187856	Allied Anesthesia Medical Group Inc		PO box 1628	Orange
261742	Allstate Insurance a/s/o MZ Roofing, Inc.			
262514	Allstate Insurance a/s/o Richard Rodriguez			
209708	Alpen Consulting Inc		11 N. Central Avenue #610	Glendale
260n6	Alvin Narciso dba AN Insurance Co.		201 E Center St Ste 112	Anaheim
239517	Amy Wetzel, Guardian Ad Litem		For Andrew Wetzel	Corona
239510	Amy Wetzel, Guardian Ad Litem		For K. Wetzel	Corona
239519	Amy Wetzel, Guardian Ad Litem		For K. Wetzel	Corona
261478	Andrew s Wachtel		521 N Rexford Dr	Beverly Hills
229960	Andrew Smith		800 N Haven Ave #260	Ontario
193189	Anthony T Fenison MD Inc		23100 Eucalyptus Ave	Moreno Valley
193190	Anthony T Fenison MD Inc		1906 Commercenter E Ste 108	San Bernardino
262185	A-Performance Towing		159 Big Bear Blvd.	Sig Bear lake
209324	Apex Emergency Medical Group Inc Apex		PO Box 1587	Hemet
209293	Radiology Medical Group Inc		Po Box 459	Hemet
262667	Allficus Blocker Inc dba Aorus Socialty Netwo11 <UC		PO Box 843997	LOG Angeles
262763	Arizona Center for Hand Surgery PC db, Center for hand to Shoulder Surgery PC		PO Box 7587	Phoenix
252508	ARMC			
208991	Arrowhead Evaluation Services Inc		1680 Plum Ln	Redland,
209137	Arrowhead Evaluation Services Inc		1674 Plum lane	Redland,

VENDORS REPORT

Liability Diaries

Report 243

Recipient: Lee, Michael

Run Date: 4/25/2022 3:43:33 PM



Due Date	Case Number	Client	Recpt/Mnt IC	Cbl-Num	Diary Type	Subject	Status	Completed	Last Updated
Auto									
4/25/2022	140454	Mlee_g5741	mlee_g6741		MISCellaneous Review O<ite	New loss- slirogat100 file	Open	No	4/18/2022 4:4a:50 PM
4/27/2022	133599	Hlee_g5741	mee_g6741		Attorney Status Report Due	Case assigned to John Fujii Review	Reopen	No	4/5/2022 9:0:40 AM
4/29/2022	140111	Mloa_g-741	mnoo_g 741		For Claim Rejection	PO indck-oo	Open	No	4/18/2022 3:2-Sidl PM
4/29/2022	140357	Hlee_g6741	mlee_g6741		Review For Claim Rejection	citan IOMand review for claim rejection on 3/31/22	Open	No	4/7/2022 1:14:49,,
5/2/2022	136791	Hlee_g5741	mlee_g6741		Attorney Status Report Due	Logition assigned to Dennis Wager	Reopen	No	4/21/2022 9:00:38 AM
5/2/2022	137036	Mlee_QS741	mee_o674J		Review For Claim Rejection	rejection nctices mailed on 5/12/21 & 5/17/21 • Folio N-up lilitdham attorney	Open	No	4/7/2022 3:37:42 IIM
5/21/2022	138686	Mlee_o6741	mlee_g6741		Miscellaneous Review O<ite	se.id follow-up letter to adv@fse party	Open	No	4/6/2022 1:06:08 OM
5/4/2021	133400	Mlee_g5741	mee_g6741		Review For Claim Rejection	Follow-up Wd) DC COie Huber	Open	No	4/20/2022 U:45:13 AI-I
5/4/2022	140516	Hlee_g5741	mee_g6741		Review For Claim Rejection	d.iim accep...ble- obtain carrier's s:ibrog...tio demand, send PO/release and close	Open	No	4/6/2022 2:5:46 OM
5/5/2022	132543	Mlee_g5741	mee_g6741		Attorney Status Report Due	Reassignment, case is assigned to DC DougSmith	Open	No	4/7/2022 8:30:07 AM
5/5/2022	140210	Mlee_g741	mlee_g6741		Miscellaneous Review Date	obt:ira c mot/pioto prior to ing dcm-ond	Open	No	4/7/2022 11:100 PM
Totals for Auto: 11									
General Liability									
4/25/2022	140606	Mlee_g5741	mee_g6741		Attorney Status Report Due	Follow-up with DC	Open	No	4/16/2022 4:34:42 PM
4/25/2022	140646	Mlee_g5741	mee_g6741		Review For Closure	late letter m.ai on 3/25/22	Open	No	4/19/2022 11:22:36 A>I
4/26/2022	123697	Mloa_g-741	mnoo_gf:741		Attorney Status Report Due	Follow-up with Mid, I Jowdl • CC	Open	No	3/31/2022 1 41:23 PM
4/26/2022	132966	Hlee_g5741	mee_g6741		Attorney Status Report Due	Case assigned to SuScin Coleman/file will be	Open	No	4/8/2022 8:21:33 AM
4/26/2022	133255	Hlee_g5741	mee_g6741		Attorney Status Report Due	Case assigned to outside counsel Jones Milner-Da-Use L. Roc-Clwch	Reopen	No	3/19/2021 8:41:07 AM
4/26/2022	138940	Mlee_g6741	mee_g6741		Attorney Status Report Due	Case dismissed, Appellee's answer Tig brief	Open	No	4/1/2022 10:37:43 AM
4/26/2022	136702	Mlee_o6741	mee_o6741		Attorney Status Report Due	Follow-up with Adam Meierhoff • County Counsel	Reopen	No	4/21/2022 8:52:32 AM
4/26/2022	137140	Mlee_g5741	mlee_g6741		Attorney Status Report Due	CdsesSig:fed to 0<111el Robe-its of C.Ole 1-ttbt	Open	No	4/1/2022 21:23:02 PM
4/26/2022	137931	Hlee_g5741	mlee_g6741		Miscellaneous Review O<ite	W>llon spread sheet	Open	No	4/7/2022 14:2:01 OM
4/26/2022	137990	Mlee_g6741	mnoo_gf:741		Attorney Status Report Due	ut n...w di,ly to _JPN tr...ndor	Open	No	4/1/2022 20:43:09 AM
4/26/2022	138737	Mlee_g5741	mee_g6741		Attorney Status Report Due	Case assigned to Michael Jevell • CC signed	Open	No	3/29/2022 3:34:02 PM of 7
4/26/2022	140106	Hlee_g5741	mlee_g6741		Attorney Status Report Due	Follow-up With CC	Open	No	4/6/2022 4:05:17 OM
4/26/2022	140223	Hlee_g5741	mnoo_gf:741		Review For Claim Rejection	d,tai, IOM, review for claim rejected on 3/16/22	Open	No	4/4/2022 12:30:50 PM
4/26/2022	140411	Hlee_g5741	mnoo_gf:741		Review For Claim Rejection	RepattoPIISM although it's non-juris • fatclity	Open	No	4/19/2022 11:21:51 A>I
4/26/2022	140441	Mloa_g6741	mnoo_gf:741		Review For Claim Rejection	Obbiri TOM -ind vc,rify whotstor or IXI:ao juril	Open	No	3/31/2022 2:30:14PM
4/26/2022	140585	Hlee_g5741	mee_g6741		Review For Claim Rejection	c.titan (UM from dept. and review for rejection	Open	No	4/21/2022 4:51:06 PM



Last Plan Of Action Date

Reo0,t249

Run Date: 4/25/2022 3:49:16 PM

Claim Number	Claim ID	Loss Date	Last POA Date	Days since last POA	Status	Department	Examiner
line of Business: Auto							
Examiner: Hernandez, Victoria							
14055()					Open	Probation	Hernandez, Victoria
14055()		3/1/2022			Open	Probation	Hernandez, Victoria
140681		3/1/2022			Open	Public Health	Hernandez, Victoria
140452		2/22/2022			Open	Probation	Hernandez, Victoria
140591		2/18/2022			Open	Fire/Special Districts	Hernandez, Victoria
140676		2/16/2022			Open	DPW Traffic/Inspection/Supervision	Hernandez, Victoria
14079.S		2/11/2022			Open	Sheriff	Hernandez, Victoria
140U()		1/20/2022			Open	Information Services	Hernandez, Victoria
140125		1/11/2022			Open	Sheriff	Hernandez, Victoria
140616		1/12/2022			Open	Sheriff	Hernandez, Victoria
140238		1/11/2022			Open	Sheriff	Hernandez, Victoria
139815		12/1/2021			Open	DPW Traffic/Inspection/Supervision	Hernandez, Victoria
140375					Open	Sheriff	Hernandez, Victoria
140875		12/26/2021			Open	Sheriff	Hernandez, Victoria
140375		12/26/2021			Open	Sheriff	Hernandez, Victoria
140115		12/22/2021			Open	Sheriff	Hernandez, Victoria
138360		12/5/2021			Open	Sheriff	Hernandez, Victoria
138791		11/10/2021			Open	Sheriff	Hernandez, Victoria
140615		11/2/2021			Open	Sheriff	Hernandez, Victoria
138685		10/13/2021			Open	Sheriff	Hernandez, Victoria
133471		10/12/2021			Open	Sheriff	Hernandez, Victoria
138442		9/25/2021			Open	Sheriff	Hernandez, Victoria
138541		9/15/2021			Open	Sheriff	Hernandez, Victoria
138203		8/16/2021			Open	Sheriff	Hernandez, Victoria
11796A		7/20/2021			Open	Sheriff	Hernandez, Victoria
137211		4/21/2021			Open	Sheriff	Hernandez, Victoria

Workers Compensation Diaries

Report310

All Open and dosed daims

Not Completed

All Senders

Receipient: Alarid, Gloria

All Diary Types

RunDate: 4/25/2022 12:33:35PM | Due dates from 3/1/2022 to 3/31/2022

Due Date	Claim#	Sender ID	Recip Hm ID	Claimant	Diary type	Subject	Status	Completed	Last Updated
Workers Compensation									
3/1/2022	130962	NRice_A8283	galarid_g3553		FirstPPOPayment: Entered	First PPO payment is entered and the title is empty	Open	No	3/30/2022
1/30/2022	12949	NRice_A8283	galarid_g3553		First PPO Payment: Entered	First PPO payment is entered and the title is empty	Open	No	3/30/2022
3/1/2022	124276	ELixImport	galarid_g3553		EBIXAcknowledgement	ElementNo: 0005, ElementDesc: Jurisdiction Claim Number, Data: , ErrorDesc: Invalid ID, found in file ElementNo: 0005, ElementDesc: Jurisdiction Claim Number, Data: , ErrorDesc: Invalid ID, found in file	Open	No	3/30/2022
3/1/2022	131684	ELixImport	galarid_g3553		EBDCAcknowledgement	ElementNo: 0056, ElementDesc: Disability Began, Data: , ErrorDesc: Conditional field is missing	Open	No	3/30/2022
3/1/2022	134457	ELixImport	galarid_g3553		EBIXAcknowledgement	ElementNo: 0056, ElementDesc: Disability Began, Data: , ErrorDesc: Conditional field is missing	Open	No	3/30/2022
3/1/2022	134900	ELixImport	galarid_g3553		EBIXAcknowledgement	ElementNo: 0056, ElementDesc: Disability Began, Data: , ErrorDesc: Conditional field is missing	Open	No	3/30/2022
3/1/2022	137413	ELixImport	galarid_g3553		EBIXAcknowledgement	ElementNo: 0056, ElementDesc: Disability Began, Data: , ErrorDesc: Conditional field is missing	Open	No	3/30/2022
3/1/2022	138177	ELixImport	galarid_g3553		EBIXAcknowledgement	ElementNo: 0056, ElementDesc: Disability Began, Data: , ErrorDesc: Conditional field is missing	Open	No	3/30/2022
3/1/2022	138720	ELixImport	galarid_g3553		EBIXAcknowledgement	ElementNo: 0067, ElementDesc: Salary Continued CI	Open	No	3/30/2022
1/31/2022	139727	ELixImport	galarid_g3553		EBIXAcknowledgement	ElementNo: 0056, ElementDesc: Disability Began, Data: , ErrorDesc: Conditional field is missing	Open	No	3/30/2022
3/1/2022	139842	ELixImport	galarid_g3553		EBIXAcknowledgement	ElementNo: 0056, ElementDesc: Disability Began, Data: , ErrorDesc: Conditional field is missing	Open	No	3/30/2022
3/1/2022	139950	ELixImport	galarid_g3553		EBIXAcknowledgement	ElementNo: 0056, ElementDesc: Disability Began, Data: , ErrorDesc: Conditional field is missing	Open	No	3/30/2022
3/13/2022	139646	GAlarid_G3553	0311arid_g3553		Have Clerical Pull File	Set file path, initial and final jurisdiction	Closed	No	2/27/2022



!Claims With No Diaries

Repat 313

OpenOaims

Ins...-aoce line: Workers Compensation

All Examiners

Allaa1mant Types

Run Date: 4/25/1022 2:48:47 PM I Inju,y dates from 1/1/1900 to4/25/2022

Claim Number	Status	Claimant Name	Injury Date	Type	Organization	Examiner
Alarid, Gloria (galarid_g3553)						
128641	Reopen		5/23/2018	Indemnity	Sherilf	Aland, Gloria
128556	Open		5/712018	Irdemnity	Sheriff	Alarid, Gloria
129945	Open		9/24/2018	Conlinuous Trauma	Sheriff	Alarid, Gloria
129624	ReOpen		9/2512018	Irdemnity	Sheriff	Alarid, Gloria
137503	Open		6/1912021	Indemnity	Sheriff	Alarid, Gloria
132045	Open		8/2012019	Indemnity	Sheriff	Alarid, Gloria
133707	ReOpen		3/18/2020	Irdemnity	Sheriff	Alarid, Gloria
139142	Open		12/27/2021	Indemnity	Sheriff	Alarid, Gloria
133001	Open		12/14/2019	Irdemnity	Sheriff	Alarid, Gloria
133346	Open		2/10/2020	Irdemnity	Sheriff	Alarid, Gloria
133144	Open		1/8/2020	Indemnity	Sheriff	Alarid, Gloria
Tot:ils for Alarid, Glori.>(galarid_g3653): 11						
Andrasevitz, Angelica (aandrasevitzj2250)						
138208	Reopen		9/13!2021	Indemnity	Sherilf	Andrasevitz, Angelica
138779	Open		11/18/2021	Indemnity	Sheriff	Andrasevitz, Angelica
als for Andrasevitz, Angelica (aandrasevitzj2250): 2						
Bh..n, Baiju (bbhattj2167)						
138298	Open		9/2712021	Continuous Trauma	Sheriff	Bhatt, Baiju
116230	Open	Tot	11/20/2013	Continuous Trauma	Sheriff	Bhatt, Baiju
137285	ReOpen		517/2021	Irdemnity	Sheriff	Bhatt, Baiju
133074	Open		1/6/2020	Indemnity	Sheriff	Bhatt, Baiju
132920	Open		12/7/2019	Indemnity	Sheriff	Bhatt, Baiju



JWCLitigated Cases Per Dept

REJOft 337

All Oaims

Run Dal<: 10/29/20218:27:12 AM I Enby dat.as'rom 9/1/2021 to 9/30/2021

Claim Number	Claimant	Entry Date	Status	Litigated	Date	Examiner	Claim Type	Paid	Incurred	Outstanding
Fire/Special Districts										
138101		2021	Open	Yes		Earl, Silvio	Continuous TrcC.1111Slpl- Chnch	0.00	67,000.00	67,000.00
ClaimantLog: EnteredBy - searL a7436 On 9/3/2021										
ypem: 100004 *dSSI _IO_dJen										
138107		9/22/2021	Open	Yes	113,12021		Continuous TrcC.1111Slpl- Chnch	0.00	55,000.00	55,000.00
Cont.ctTypeD: 18 -Defensekl:xreV.2-A>:>oliGolntAttorney										
CliffllaM!oo:Entenld&,* se>L,7436On9/24/2021										
Totals for Fire/Special Districts: 3								0.00	\$154,000.00	\$154,000.00
Human Services										
138201		9/22/2021	Open	Yes		Earl, M.	Continuous TrcC.1111Slpl- Chnch	0.00	32,000.00	32,000.00
Cont.ctTypeD: 18 -Defensekl:xreV.2-A>:>oliGolntAttorney										
CliffllaM!oo:Entenld&,* se>L,7436On9/24/2021										
Totals for Human Services: 1								\$7,265.58		9,925.96
Probation										
138202		9/22/2021	Open	Yes	8/19/2021		Continuous TrcC.1111Slpl- Chnch	0.00	16,900.00	16,900.00
Cont.ctTypeD: 18 -DefenseHY.XrYIV.2-A>:>oliGolntAttorney										
Entenld&., (b,05)18JJ On9/29/2021										
Totals for Probation: 2								\$0.00	\$33,000.00	\$33,000.00
Other										
138242		9/2/2021	Open	Yes		AnTds!YimA. -qelca	Continuous TrcC.1111Slpl- Chnch	0.00	0.00	0.00
Cont.ctTypeD: 2*ApplicantArtrJtnie'f										
e.....ie., chlna:10_92520n 11/25/2021										
Raport 107 R1:ui 1 10/29/2181211)AM &-1secur.,TV\GE201 P:ajo tof?										

Universal Loss Run for Workers' Compensation and/ or All Other Funds

Evaluation Date	Policy No	Claimant	Claimant's Insurance	Insured	Organization	Organization's Insurance	Organization's Insurance	Claim No	Claimant	Claimant's Date of Gender
0/01/22 DoNot Us	2	Medical	OCoutvot 2	hims	Countvof Firt/ cl	7180,01				
0/01/22 DoNot Us	2	M-hc-a10Counlyo.f.2'	PLmStCountyof lne/Speo			uso.uo				
0/01/22 DoNot Us	2	Indemn.t.Coot-ot 2'	PLlms(COYN)of Firt			t1\$).93*0:				
0/01/22 DoNot Us	2	M.C'dbl 0****1tyof 2'	PLlms(COYN)of Firt			1181)93-0:				
0/01/22 DoNot Us	1	Ind(mmt)COIMfityof hmc.,w	PCOYatyo.f.r./Spic>IG	hstQW p &-lt		161C3).0.				
U/Ol/1.2 OoNot Us	2	Medh.IIOCl(H.ln.tyof	stow P(countyof Jirf's.p.citG	rstowPrt,R		1680)J1.0:				
U 01 1)22 OoNot Us	2	Medh.IIOCOl.fir.010.	stow P(countyof Jirf's.p.citG	rstowPrt,R		1680-91.0r				

Annual Sheriff's Department Claims and Litigation Cost and Expenses

Prepared by RMD
03/15/2022

2021 Sheriff Department Claims and Litigation Costs and Expenses		
Non-Litigated Claims		
Auto Liability	Bodily Injury	\$0.00
	Property Damage	\$53,859.56
	Defense Legal - Attorney	\$5,354.37
	(1) Expenses / Recovery	\$6,679.77
	Total Auto Liability	\$65,893.70
General Liability	Bodily Injury	\$0.00
	Property Damage	\$0.00
	Defense Legal - Attorney	\$0.00
	Expenses / Recovery	\$0.00
	Total General Liability	\$0.00
Law Enforcement Liability	Bodily Injury	\$500.00
	Property Damage	\$0.00
	Defense Legal - Attorney	\$494.00
	Expenses / Recovery	\$0.00
	Total Law Enforcement Liability	\$994.00
Total Cost of Non-Litigated Claims		\$66,887.70
Litigated Claims		
Auto Liability	Bodily Injury	\$150,001.00
	Property Damage	\$12,684.06
	Defense Legal - Attorney	\$1,238,182.70
	Expenses / Recovery	\$54,267.39
	Total Auto Liability	\$1,455,135.15
General Liability	Bodily Injury	\$0.00
	Property Damage	\$0.00
	Defense Legal - Attorney	\$424,173.08
	Expenses / Recovery	\$7,711.23
	Total General Liability	\$431,884.31
Law Enforcement Liability	Bodily Injury	\$5,670,273.47
	Property Damage	\$0.00
	Defense Legal - Attorney	\$2,854,000.00
	Expenses / Recovery	\$36,208.47
	Total Law Enforcement Liability	\$8,560,481.94
Total Cost of Litigated Claims		\$10,447,501.40
Total Paid for Sheriff Department		\$10,514,389.10
(1) - Expenses / Recoveries = Copy, court reporting, investigation, deposition expenses and subrogation recoveries.		

Revised: 3.15.2022

2021 ANNUAL REPORT OF CLAIMS SERVICE HISTORY

To: State of California, Department of Industrial Relations
Division of Workers' Compensation, Allstate Desk
160 Promenade Circle, Suite 140
Sacramento, CA 95834-2961

San Bernardino County

1,001-1111-1111

95-6002748

1,001-1111-1111

222 West Hospitality Lane, 3rd Floor

1,001-1111-1111

San Bernardino CA

92415

1,001-1111-1111

Same as above

1,001-1111-1111

CITY/STATE/ZIP

CONTACT NAME

TELEPHONE

FACSIMILE

E-MAIL

COMPLAINT CO-N-YACI 1111-1111

COMPLAINT 1,001-1111-1111

COMPLAINT E-MAIL ADDRESS

COMPLAINT 1111-1111-1111

D Self-Administered Insurance Company or Group

D Third-Party Administrator

Self-Administered Self-Insured Employer (private or public)



Self-Administered Local Power Authority

D

Combination of any of the following, but only if administered under the same local management (Check two or more):

Q

Self-Administered Insurance Company or Group

CJ

Self-Administered Self-Insured Employer

D

Third-Party Administrator

Number of California workers' compensation claims reported at this location during the 2021 year:

Number of Claim

Number

1,774

Indemnity

NOTE:

How many of the designated indemnity claims have indemnity

Number

Denied

236

payments?

539

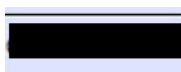
Medical-Only

433

Total:

2,443

Submitted by:



WC Supervising Adjuster

Title:

03124/2022

Date:

Not: IDsw1!r Groups (man tba.u oDe midcompa11y ar lhe 53ille location), third-pany admiaistraton, and combiDatiom of the m-o
mnsr complete Part 2-

Reports of Cla.iJru ln 1!D.t01)' for eachadjuslillg locatioDof Catifomia **wolken'** compea:s.uion daims are due by [Apn1 1](#) of each calendu year
for the pre,'i:ous caleDdar year.

Failure to timeliy submit repom may be subject to pmalry assessmeats of up 10\$500 per bocation.

Form.DWC-851 (liff. 11-21)

Auditor's List **SAMPLE**

Indemnity	137794		AANDRASEVITZ_TMP590	CoYid900	07/30/2021	08/03/2021	OP
Indemnity	137795		AANDRASEVITZ_TMP590	Unknown method of exposure to	07/27/2021	08/03/2021	OP
Indemnity	137796		AANDRASEVITZ_TMP590	COVID-19 virus	08/02/2021	08/03/2021	OP
Indemnity	1371104		AANDRASEVITZ_TMP590	Normal course of duties	07/30/2021	08/04/2021	OP
Indemnity	137827		AANDRASEVITZ_TMP590	conducting court functions	07/27/2021	08/05/2021	OP
Indemnity	137829		AANDRASEVITZ_TMP590	COVID- Contact with another employee that was exposed	07/30/2021	08/05/2021	OP
Indemnity	137836		AANDRASEVITZ_TMP590	Covid- Normal course of duties	08/02/2021	08/06/2021	OP
Indemnity	137843		AANDRASEVITZ_TMP590	Direct patient care participant as a first responder in the community to numerous Covid19 positive patients.	08/02/2021	08/06/2021	OP
Indemnity	137844		AANDRASEVITZ_TMP590	nl	08/02/2021	08/06/2021	OP
Indemnity	137354		AANDRASEVITZ_TMP590	unknown individual with covid-19.	08/03/2021	08/06/2021	OP
Indemnity	137920		AANDRASEVITZ_TMP590	COVID	08/06/2021	08/10/2021	OP
Indemnity	137927		AANDRASEVITZ_TMP590	COVID- N/A	08/07/2021	08/10/2021	OP
Indemnity	137928		AANDRASEVITZ_TMP590	COVID. Direct patient care as a first responder to COVID19 patients	08/12/2021	08/16/2021	OP
Indemnity	137965		AANDRASEVITZ_TMP590	Covid- Daily contact with inmates whom may have been exposed to covid-19	08/12/2021	08/16/2021	OP
Indemnity	137979		AANDRASEVITZ_TMP590	Covid- came in contact with it	08/12/2021	08/16/2021	OP
Indemnity	137984		AANDRASEVITZ_TMP590	Covid- Daily contact with inmates whom may have been exposed to Covid19	08/12/2021	08/17/2021	OP
Indemnity	137989		AANDRASEVITZ_TMP590	Covid - Daily contact with inmates whom may have been exposed to Covid19	08/12/2021	08/17/2021	OP
Indemnity	137998		AANDRASEVITZ_TMP590	Covid- Normal course of duties	08/10/2021	08/18/2021	OP
Indemnity	138039		AANDRASEVITZ_TMP590	Covid- normal course of duties	08/17/2021	08/18/2021	OP
Indemnity	138039		AANDRASEVITZ_TMP590	COVID- Unknown	08/13/2021	08/19/2021	OP
Indemnity	138039		AANDRASEVITZ_TMP590	COVID- Daily contact with inmates whom may have been exposed to COVID19			OP
Indemnity	138039		AANDRASEVITZ_TMP590	Covid- normal course of duties			OP
Indemnity	138039		AANDRASEVITZ_TMP590	Covid. Normal course of duties			OP
Indemnity	138039		AANDRASEVITZ_TMP590	COVID			OP

					COVID - Daily contact within minutes whom may have been exposed to			
Indemnity	138043			AANDRASEVITZ TMP590	Co, Ad19.	08/24/2021	08/26/2021	OP
Indemnity	138066			AANDRASEVITZ TMP590	Covid-Normal court duties	08/21/2021	08/26/2021	OP
					Covid- Direct patient care			
Indemnity Spl. District,	138073			AANDRASEVITZ TMP590	responder to Covid19 patients	08/22/2021	08/30/2021	OP
					Covid - Employee started feeling ill, feeling drained and tired.	08/25/2021	08/31/2021	OP
Indemnity	138088			AANDRASEVITZ TMP590	COVID- Direct patient care as a responder to COVID19+ patients	08/28/2021	09/01/2021	OP
Indemnity Spl. District	138100			AANDRASEVITZ TMP590				

ATTACHMENT H
ORIGAMI PROPOSAL RESPONSE

COVER PAGE

PROPOSER'S NAME (*Legal name of firm, entity, or organization*):

Origami Risk LLC

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

Origami's Tax ID No.: 26-4060548

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Jason Franks, Practice Lead (Government)

MAILING

ADDRESS:

222 N LaSalle St Ste 2100

Street Address:

City, State, Zip: Chicago, IL 60601

TELEPHONE

847-786-2066

NUMBER: FAX

NUMBER:

jfranks@origamirisk.com

EMAIL ADDRESS:

PROPOSER'S ORGANIZATIONAL STRUCTURE

☐ Corporation

☐ Partnership

☐ Proprietorship

☐ Joint Venture

☒ Other (explain): Limited Liability Company.....

If Corporation,
Incorporated:

Date Incorporated: 2018 State

Delaware

States Registered in as foreign
corporation:

AK, AL, AZ, CA, CO, CT, FL, GA, MO, NV, OH, OR, TX, UT, VA, WA, WY

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

Origami delivers a range of solutions from a single, secure multi-tenant platform that includes integrated tools for

consolidating data, streamlining workflows, leveraging analytics, and engaging with stakeholders.

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Earnest Bentley

TITLE: President, Risk solutions

SIGNATURE: _____

DATE: 7/26/22



Automated Claims System

Response to Solicitation No. RMG122-RMADM-4531

Executive Summary and Technical Proposal

Prepared For: San Bernadino County Department of Risk Management

222 West Hospitality Lane, Third Floor | San Bernadino, CA 92415 Lili

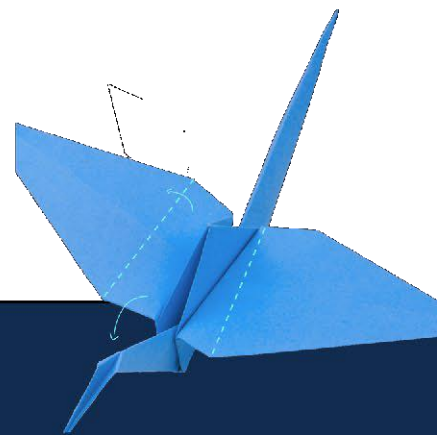
Flores | lflores@rm.sbcounty.gov

Prepared By: Origami Risk LLC

222 North LaSalle Street, Suite 2100 | Chicago, IL 60601 Jason

Franks | jfranks@origamirisk.com

July 29, 2022





Cover Letter

July 29, 2022

Lili Flores, Staff Analyst II

San Bernadino County Purchasing Department 222

West Hospitality Lane, Third Floor

San Bernadino, CA. 92415

Subject: Origami Risk's Response to San Bernadino County's Request for Proposal for Automated Claims System dated June 13, 2022.

Dear Ms. Flores:

In response to the subject referenced solicitation, Origami Risk (Origami) is enclosing our proposal for an Automated Claims System. With a selection of Origami as your Automated Claims System provider, San Bernadino County will have access to the functionality requested in the solicitation backed by a service team who has the expertise required to support your business objectives.

Origami will allow San Bernadino County to enjoy the benefits of state-of-the-art technology that streamlines the documentation and administration of all types of incidents, claims, loss control programs, and cost allocations.

Should you require additional information or clarification of any element of our proposal, please contact me at 804-332-0163 or via email at jfranks@origamirisk.com. I look forward to working with you during the next steps of your selection process, and ultimately, I am confident you will ensure project success with a selection of Origami as your strategic partner.

Sincerely,

Jason Franks

Practice Lead Government



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ORIGAMI RISK

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Executive Summary

We understand San Bernadino County is seeking an automated claims system to help with documentation and administration of all types of incidents, claims, loss control programs, and cost allocations.

In response, Origami Risk (Origami) welcomes the opportunity to implement and support our industry-leading Risk Management Information System (RMIS) configured to San Bernadino County's unique needs.

Origami is a leading provider of integrated software-as-a-service (SaaS) solutions for the risk, safety, and insurance industry—from corporate and public entities to brokers and risk consultants, insurers, managing general agents, program administrators, third-party administrators (TPAs), and risk pools. Origami delivers a full suite of configurable, scalable risk management and insurance core system solutions from a secure, multi-tenant cloud-based platform.

Founded in 2009, Origami was established to focus on innovation at a time when the pace of advancement within the risk and insurance software industry had slowed dramatically. We developed our product to offer a more robust solution than our competitors and we continue to evolve the product to meet our clients' ever-changing business needs. In the time since our founding, we have expanded our platform to serve every segment of the insurance value chain.

Today, Origami has more than 500 employees with primary offices in Chicago (HQ), Atlanta, Denver, Dallas, Philadelphia, Salt Lake City, the San Francisco Bay Area, the New York City area, and London along with colleagues in 41 states—supporting our clients as well as our product and company growth.

Not only is Origami leading the way in innovation and our commitment to delivering robust solutions that solve our clients'

complex business needs, but we are also financially sound. As a privately held company, majority owned by our management, we answer only to our clients. We are growing rapidly, are profitable, and have no debt.

Origami Risk—different by design

Year Founded	2009
Headquarters	222 N LaSalle St Ste 2100 Chicago, IL 60601
Ownership	Privately Held
Company Structure	Limited Liability Company
Divisions	Risk Solutions Core Solutions
No. of Employees	~600
No. of Clients	839

San Bernadino County's Goals

San Bernadino County seeks to achieve the goals described below with a new solution and Origami is well positioned to help you achieve these goals as follows:

- **Administer across incidents and claims.** Origami provides tools for management of all incident types, including making reporting incidents easy and consistent. Origami offers an end-to-end claims management solution for consolidating all a client's claims data across all lines of coverage, streamlining workflow processes, and analyzing claims data to identify and take strategic action to reduce claim costs.
- **Cost Allocations.** Origami includes a robust allocation tool that enables clients to allocate losses based on their



ORIGAMI RISK

preferred allocation method. Allocations can be developed on a pure exposure ratio basis; a combination of exposures and losses; or a combination of exposures, losses, and other data elements.

Origami will work with San Bernadino County to develop an allocation methodology that supports your specific risk management goals. Because the tool is automated it dramatically decreases the time to complete your allocation and improves the accuracy.

- **Loss Control Program.** Leverage powerful reporting functionality to analyze data, identify trends, and take informed, strategic actions that demonstrably improve safety and prevent losses. Origami provides incident intake and management, as well as options to include safety audits and investigations, analytics and reporting, OSHA compliance and reporting, safety task management, and training and certifications compliance.
- **Paperless Environment.** Origami's document management functionality allows for incredible efficiencies, enhanced workflow, and a truly paperless environment. Users simply scan their paper documents to a designated FTP site and Origami automatically connects to, retrieves, and uploads these documents into this system.

Why Choose Origami?

When Origami was established in 2009, our founders set out to build a company that served a specific need in the risk, safety, and insurance marketplaces—to provide organizations a platform that could scale with their needs and produce the necessary information to guide the most accurate decisions, alongside a highly experienced support team. As such, our business model is remarkably simple and yet, very different from our competitors—to focus on technology and people—and is what distinguishes us from our competitors.

Technology Overview

Origami offers a single platform that serves as the foundation for our integrated risk, safety, and insurance solutions. Designed with data security and client success in mind, features of our platform are outlined in Table 1.

Table 1. Platform Features

Feature	Description
Secure	Keeping client data secure is of the utmost importance. Real-time intrusion detection and prevention tools, penetration testing, and data encryption help protect the security of client data at all times. We use the Amazon Web Services (AWS) cloud-hosting environment to ensure clients benefit from the highest standards in data security. In addition, Origami maintains compliance with the rigorous SOC 1 Type II, SOC 2 Type II, and NIST 800-53 security controls.
Reliable	Origami employs multiple continuous protocols to ensure the system is always available to client users. Our servers are load-balanced to ensure that no server is overwhelmed, and data is mirrored in real-time to a separate server for complete fail-over capability. Client data is also backed up at specified intervals as an additional precaution.



Feature	Description
Fast	We understand stakeholder experience hinges on the responsiveness of application on which they depend, so our platform is built to be fast. We constantly manage server usage to identify potential sources for processing bottlenecks—allowing us to stay ahead of anything that might affect system speed and allowing client users to work without interruption. Client data is important, and our platform is built to return information at the speed at which client users need it.
Flexible and Scalable	A modern, cloud-based platform, Origami securely integrates with other applications and adapts in real- time to changing circumstances. Whether clients are looking to bring in additional data from other systems or need to add functionality due to changing business objectives, our platform can handle it. Clients no longer must worry about needing to increase processing power because of large month-end data runs. Again, our platform can handle it as it scales with our clients’ needs.

Multi-Tenant SaaS Architecture

As a multi-tenant SaaS solution, all our clients are on the same code version and benefit from best-in-class security, proven dependability, trouble-free updates, and seamless integrations. Clients have access to an array of personalization options while still drawing from a single, underlying code base—a central feature of cloud- based SaaS software. From implementation and beyond, our integrated solutions can easily be configured to meet the unique, specific, real-world challenges our clients face.

Eliminating reliance on custom coding, Origami offers technology that works with our clients and for our clients, resulting in shorter implementation times, a lower overall cost of ownership, and the potential to benefit from new, innovative solutions. But not all configurable technology is the same. The features of Origami’s configurable nature are outlined in Table 2.

Table 2. Configurability Features

Feature	Description
Move Quickly	Configurability contributes to streamlined implementations and ongoing support. Making changes to fields, labels, forms, data mappings, batch import or export processes, point-in-time reports, loss triangles, notifications, alerts, and security permissions can all be completed through the front end of the system. No coding or technical experience is required.
Take Control	Front-end access to intuitive system administration tools puts clients in control. Designated client users have access to the tools necessary to make adjustments on the fly. However, our team of experts is always available to help with configuration changes, should it be required.
Seamlessly Connect	Powerful data tools and flexible APIs provide options on transmitting data. Origami can integrate with virtually any source including insurers and TPAs, medical bill providers, HR systems, accounting and payroll applications, nurse case management systems, and industry benchmarking and predictive analytics providers.



ORIGAMI RISK

Because we offer one version of a single application, we can concentrate our development efforts on that single solution, rather than having to diffuse our resources across several versions of several systems. As all our clients are on the same, latest version, system releases are pushed out to our entire client base—no client is left behind on the upgrade path and there is no sun-setting of support on versions. Clients who joined Origami in 2010 are on the same version of the application as clients who joined in 2022—without having endured any additional costs for those upgrades.

We deploy releases, on average, every 10 to 12 weeks providing upgraded capabilities to our software to meet the evolving needs of our clients. This iterative delivery model ensures greater stability by avoiding large, complicated upgrades with interdependent code. It also allows us to quickly respond to the needs of our clients—ensuring our clients derive value from critical features as soon as possible rather than making them wait for a laundry list of features to be developed and deployed many months later. Because we are constantly upgrading our system to meet the evolving needs of our clients, the system is never “done” and as a result maintains its value overtime.

<i>Highly configurable, completely scalable</i>	
Initial Release	2009
Current Release	SaaS
Release Schedule	Approximately every 10 to 12 weeks
Product License	Subscription
Deployment	Public Cloud (AWS)

It is important to note that because Origami has developed the application from the ground up, we own every line of code—we did not configure another company’s software to get to market quickly, and therefore, we have zero third-party licensing fees. This gives us flexibility in addressing our clients’ unique licensing needs and translates into considerable cost savings.

Business Impacts	• Cost and Time Savings • Improved Processes • Greater Autonomy • Reduced Manual, Repetitive Tasks • Easier Data Collection and Cleaner Data • Better Reporting and Transparency
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Solutions for San Bernadino County

Origami will provide the tools necessary for San Bernadino County to realize their desire to have a state-of-the-art system to administer all types of incidents, claims, loss control programs, and cost allocations. Key elements of Origami’s automated claims capabilities are outlined in Table 3.

Table 3. Solutions Specific to San Bernadino County

Key Element	Description
Claims Management	Origami offers an end-to-end claims management solution for consolidating all a client’s claims data across all lines of coverage, streamlining workflow processes, and analyzing claims data to identify and take strategic action to reduce claim costs. Automated access to forms, rates, rules and regulations simplifies the adjudication process. Origami provides simple tools for setting reserves and/or making updates as the claim progresses. Users can enter a single reserve in the system or use the reserve worksheet to update multiple financial types at once. As a standard feature of Origami, outstanding reserves are automatically zeroed out/balanced upon claim closure.



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Key Element	Description
Incident Reporting	With Origami's intuitive incident intake system, users can report accidents, injuries, and near misses quickly and accurately, regardless of where they occur. Authorized users can enter incidents details directly within the system or via mobile app and anyone can enter incident details via secure, online portal (collection link). Configurable forms with elements such as required fields, drop-down lists, and dynamic fields population simplify data entry. To provide additional details, users can also upload supporting documents, photos, and videos.
Cost Allocation	Origami includes a robust allocation tool that enables clients to allocate losses based on their preferred allocation method. Allocations can be developed on a pure exposure ratio basis; a combination of exposures and losses; or a combination of exposures, losses, and other data elements. Origami will work with San Bernadino County to develop an allocation methodology that supports your specific risk management goals. Because the tool is automated it dramatically decreases the time to complete your allocation and improves the accuracy.
Document Management	Files can be attached directly to and accessed from any record within the system. Users can easily upload files directly from their computer or any shared drive using one of several methods: choose a file, drag-and-drop functionality, emailing file attachments directly to specific records, or via document management functionality.
Information Collection	Origami's incident intake system streamlines the collection of hazardous, accident, and near miss data. With online or mobile access to customized, interview-style forms, users can quickly and accurately enter incident details.
Loss Prevention	Eliminate the silos of risk and safety data that all-too-often exist within organizations, making San Bernadino County's loss prevention program more effective. Origami provides streamlined incident intake with online and mobile, interview-style forms. Actionable insight is at your fingertips with dashboards, graphs and reports that pull information from all data across the system. Automated workflows, tailored to San Bernadino County's specific requirements streamline processes, enhance accountability, and reduce administrative overhead. Assign safety tasks and track each person's progress.
Workers' Compensation	Safeguard against the costs and fines caused by missed reporting deadlines and data errors that trigger rejections, and the resultant costs of rework and fines. Pre-populate forms and validate data against the most up-to-date regulations, rates, and rules for all workers' compensation claim jurisdictions. Automate submission of first and subsequent reports of injury (FROIs/SROIs) and CMS 111 reporting. Schedule OSHA log distribution and fulfill OSHA reporting requirements by generating files for upload to the agency's Injury Tracking Application.



Key Element	Description
Reporting and Analytics	The real power of Origami lies in users' ability to easily analyze any of the data captured in the system. Origami delivers reporting and analysis within users' workflow as well as through the traditional reporting module. Innovations in real-time analysis, formatting options, and distribution rules make it easier than ever to glean insight necessary to drive business decisions and share with internal users and external partners. The system offers a comprehensive library of more than 100 standard report templates, an ad-hoc report designer, and a truly unique option to use all reportable fields as modifiers turning even template-style reports into on-the-fly custom reports. Users can manipulate and copy reports and even switch between templates without having to save changes until they have exactly the report they are looking for. Our reporting tools allow users to: • Schedule individual reports or report packages • Distribute reports to specified groups • Apply coverage and location security • Review summary level reports as well as drill-down to the precise details • Export to Excel, Word, or PDFCreator reports based on a triggering event • Respond to interactive questions to filter the report data • Create reports from scratch using simple report design features • Conduct advanced analytics, and more
Automated Claim Workflows	From first notice of loss to final payment, clients can configure powerful workflow tools to automate processes, standardize procedures, and increase efficiency. Data entry, relative dates, payments/reserves that exceed defined thresholds, and other system activity or inactivity can trigger the creation of alerts, tasks, claimant communications, the routing of financial approvals, etc.

People Overview

Our primary focus on our clients' business objectives and outcomes underlies our approach to implementing and supporting our software—an approach that is different by design. We realize we are not able to succeed without clients who are highly satisfied and able to achieve their business objectives using Origami. Therefore, we view the support we provide to our clients as a key factor of our success.

The implementation and ongoing support of Origami is provided by members of our Professional Services group. Currently this group comprises nearly 300 highly experienced individuals and represents roughly 65 percent of our organization. This Professional Services group is broken into smaller teams complete with a Service Delivery Manager, Client Executives, Project Managers, Solution Architects, Technical Consultants, and Business Analysts. Each team works as a cohesive unit allowing for knowledge sharing amongst the team as well as a more focused approach to providing attention to our clients.



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Our team of carefully selected industry experts possess the ideal blend of business knowledge and technical acumen required to truly understand our clients’ business objectives and deliver the best technical solution. They are not merely software mechanics simply responding to change requests from our clients. They are consultants, offering best practices to our clients, and forward-thinkers,

always considering how our tools can be enhanced or new functionality can be added to better serve our clients.

Our service rep is guiding us through the implementation phase and has been a wonderful collaborator. He is responsive and I appreciate the time and effort he has invested to learn and understand our business needs. As a result he always has great ideas to incorporate Origami into our system functions so we achieve the best outcome.

Louisa Jones
Risk and Insurance Manager

Implementation

As standard practice, Origami assigns a highly experienced Client Executive to each client account. This individual is responsible for all aspects of supporting the account, from implementation kick-off through the duration of the business

contract. He/she becomes well versed in the client’s business providing excellent service, as well as engages other members of the Origami team as the support effort dictates. Other members of the team assist with individual tasks and include specialists in data conversion and integration, system configuration, and user training.

Rather than simply recreating the old, we view implementations as an opportunity to collaborate with our clients to help them refine and improve their processes. Features of our ability to better set up and support our clients’ systems are outlined in Table 4.

Table 4. Service Features During Implementation

Feature	Description
Collaborative Process	Ongoing communication is key to getting it right the first time. Implementations involve working closely with clients to examine their existing data, reports, and workflows to see if they support their specific business objectives. This is made possible because each Origami service team member possesses an understanding of risk management and insurance best practices as well as has advanced technology experience. Each member also shares another common trait: a problem-solving mindset that looks for the “why,” not just the “what.”
Iterative Delivery	Starting week one, clients receive deliverables to review for the week ahead. Origami’s service team gathers results and feedback and distributes them in advance of regular meetings that then continue throughout the implementation. This process enables clients to pivot to a more optimal solution, should one arise. It also acts as an additional form of training that prepares users for Go Live well before the arrival of the Go-Live date.
Expertise and Autonomy	We focus on hiring and retaining people who take ownership of issues. Client executives have the authority to make the changes their clients request—there is no need to escalate an issue or schedule a meeting to get permission. Instead, our client executives roll up their sleeves and get to work.

At the conclusion of every implementation, Origami conducts a survey to measure each client’s experience in the implementation.



Service Continuity

Our contracts include a body of ongoing support hours per year that the client can use as they see fit. As described in our standard Statement of Work, professional services include any work performed by Origami professionals on behalf of the client. Examples include user training, general assistance using the system, helpdesk support for users, configuration of new features for client's use, maintenance of screens and system configurations as workflows evolve, configuration of customized reports, maintenance or modifications of any import or export scripts, project management tasks and administration, etc.

Clients are in direct contact with their dedicated service team and can contact them via email or phone. Origami's normal hours of operation for support are Monday through Friday from 7 a.m. to 8 p.m. CT with work outside of those hours when the need dictates.

Origami's service professionals not only have the expertise and experience to handle the highly complex needs of their clients, but also have the autonomy and decision-making authority to always do what is best for their client. Origami does not have multiple layers of management or silos of departments that must be consulted to provide a response or solution to the client. Those answers and decisions lie at the point of contact—the client's dedicated service personnel.

Account Management

In addition to the service team who supports the client during implementation and their ongoing, day-to-day use of the system, Origami has an Account Management function focused on strategic client growth—providing a true long-term partnership with proactive guidance. Working closely with their service colleagues, Account Managers develop relationships, communication plans, and growth strategies while consistently advising clients on opportunities to further leverage Origami.

Industry Recognition

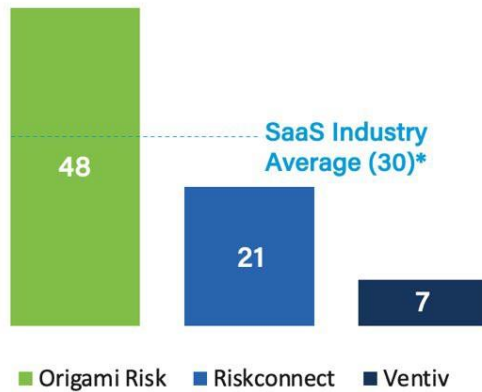
Origami is consistently rated highly by both users and independent third parties. In the 2022 RMIS Report, Origami received consistently strong scores across all system capabilities—an indication of Origami's focus on a balanced investment in the development of all components in a single-platform solution.

In addition, and as in previous years' RMIS Reports, Origami continues to stand out among independent RMIS providers when it comes to user responses related to service and delivery—key differentiators in selecting the right RMIS solution and partnership. Origami has intentionally designed our approach to providing RMIS software and service to differ from our competitors' methods of developing, implementing, and supporting their products.

Finally, Origami received a Net Promoter Score (NPS) far outranking the competition. The NPS is a prominent customer satisfaction metric that indicates whether users would recommend Origami to colleagues in the industry. Our high NPS illustrates our singular focus on our clients' business objectives and outcomes.



NET PROMOTER SCORE (NPS)



- ✓ Consultative approach
- ✓ Consistent service team
- ✓ Self-service
- ✓ Agile technology

Figure 1. 2022 RMIS Report Results. *Origami received an NPS of 48 far exceeds those of our competitors.*

The Report, published by two industry veterans, is based upon responses from more than 950 RMIS users and 31 RMIS vendors as well as draws upon the authors' over 70 years of combined RMIS experience. A complete copy of the 2022 RMIS Report is available for download at the following site: [2022 RMIS Report](#)

Conclusion

Origami is eager to earn San Bernadino County's business and work with you to elevate your current claims administration by implementing a comprehensive claims administration system. As outlined and identified in our response, our solution will help San Bernadino County realize new efficiencies and automations bringing your claims administration practices to the next level. Our commitment to helping you achieve and exceed your claims administration goals, coupled with our industry acumen, makes a partnership with Origami a certain path to success.



Statement of Experience and Qualifications

Include the following in this section of the proposal:

- a. Business name of the Proposer and type of legal entity such as corporation, partnership, etc. If Proposer is a business entity that must be registered with the California Secretary of State, Proposer shall provide the County the entity number assigned to it by the Secretary of State.

Origami Risk LLC is a limited liability corporation.

Origami Risk is registered in California. This is our entity number: 202003110108

- b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.

Founded in 2009, Origami has been in business for 13 years.

- c. Identify if Proposer uses any sub-contractor(s) for services and software used to provide the required services in this RFP. Each sub-contractor must be identified and a brief description of its services or software shall be included.

Origami is the sole provider of the Origami application and all services are provided directly by Origami employees. We do not outsource or offshore any aspect of the implementation or ongoing support of Origami.

Our application is hosted by Amazon Web Services (AWS) on their Elastic Compute Cloud (EC2) platform. As such, all hardware involved in hosting Origami is management by AWS and is housed in secure datacenter facilities.

We also use third-party vendors to offer extended functionality to our clients. Examples include the following optional integrations:

- Integration with Official Disability Guidelines' (ODG) evidence-based return-to-work guidelines and predictive modeling. Incorporating ODG data allows for claim severity scoring, discernment of which claims require early intervention, and comparison with like claims for validation.
- Integration with Tableau that allows users to access Tableau within the Origami environment providing enhanced data visualization.
- Optical Character Recognition (OCR) scanning license for the purpose of mapping specific data from scanned documents to data fields within Origami.
- SMS messaging license allowing text messages to be sent as workflow actions created through Origami's administration module.
- Integration with DocuSign that allows electronic signature fields to be included in mail merge documents, with authentication through DocuSign.
- Partnership with Mitchell International to provide a seamless process for transmitting First Report of Injury (FROI) and Subsequent Report of Injury (SROI) information to each state jurisdiction. Therefore, we propose the County utilize a direct contract and fees through Mitchell International for FROI/SROI services through Origami.



d. Statement that the Proposer does not have any commitments or potential commitments that may impact the Proposer's ability to perform the Contract, if awarded.

Origami does not have any commitments or potential commitments that may impact our ability to perform if awarded this contract.

Project Team Organization Chart

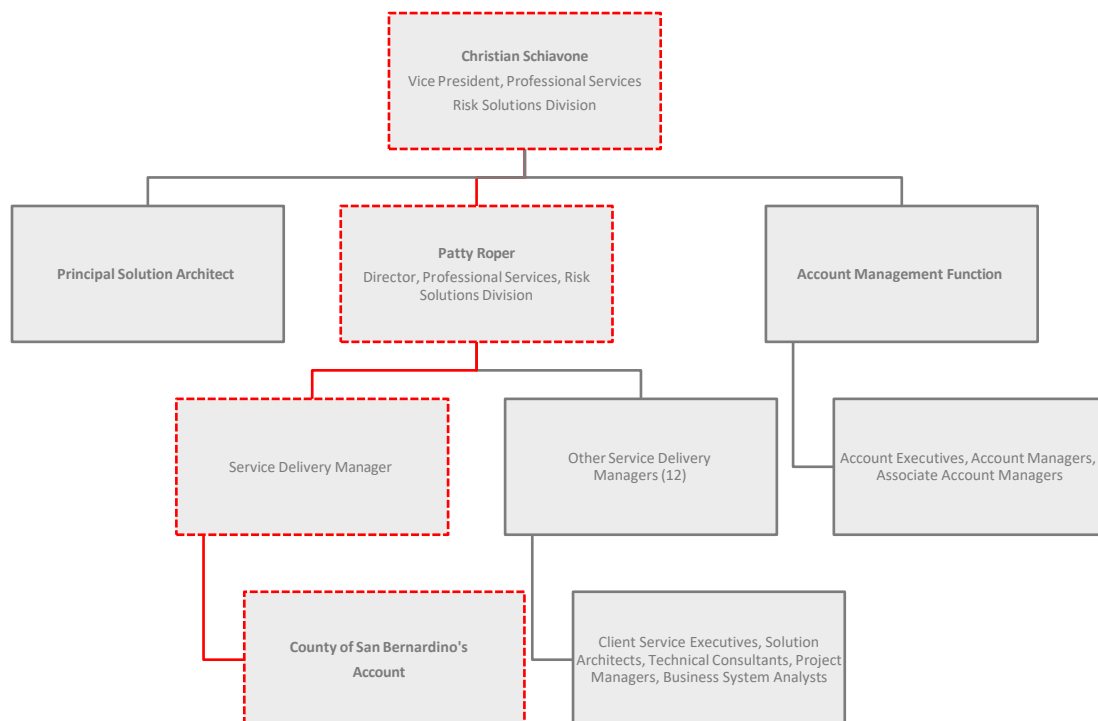
Provide an organization chart illustrating the project team that clearly shows the organization of the team and the hierarchy of the members. It must include:

Organizational framework for the proposed project team.

Origami approaches each project as a partnership between us and our client. We allocate resources to a project based on client needs and contract terms. In order to ensure we have the best project team to address the unique requirements of each client, Origami cannot commit specific individuals to the project team until the official acceptance and signature of a contract. Success of the project is Origami's number one priority; therefore, our team collaborates with the client at every stage of the project to ensure your complete satisfaction.

Professional Services Team

The implementation and ongoing support of Origami are provided by members of our Professional Services group. Currently, this group comprises nearly 300 highly experienced individuals and represents roughly 50 percent of our organization. The Professional Services group is broken into smaller teams complete with a Service Delivery Manager, Client Service Executives, Project Managers, Technical Consultants, Solution Architects, and Business System Analysts. The team works as a cohesive unit allowing for knowledge sharing among the team as well as a more focused approach to providing attention to our clients.



Origami's Professional Services Group, Risk Solutions Division



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Implementation

As standard practice, Origami assigns a highly experienced Client Service Executive to each client account. This individual is responsible for all aspects of supporting the account, from implementation kick-off through the duration of the business contract. He/she becomes well versed in the client's business providing excellent service, as well as engages other members of the Origami team as the support effort dictates. Other members of the team assist with individual tasks and include specialists in data conversion and integration, system configuration, and user training.

Ongoing Support

Origami has a unique and highly successful approach to ongoing support in that the team who brings a client through the implementation process is the same team who provides ongoing support once live in the system. This approach ensures each client has a dedicated team for ongoing support that knows them, their business, how they use the system today, and their plans for tomorrow. It also eliminates the knowledge loss typically experienced during the handoff from implementation to ongoing support.

Our contracts include a body of ongoing support hours per year that the client can use as they see fit. As described in our standard Statement of Work, professional services include any work performed by Origami professionals on behalf of the client. Examples include:

- User training
- General assistance using the system
- Helpdesk-type support for users
- Configuration of new features for client's use
- Maintenance of screens and system configurations as workflows evolve
- Configuration of customized reports
- Maintenance or modifications of any import or export scripts
- Project management and administrative tasks

Origami's service professionals not only have the expertise and experience to handle the highly complex needs of their clients, but also have the autonomy and decision-making authority to always do what is best for their client. Origami does not have multiple layers of management or silos of departments that must be consulted in order to provide a response or solution to the client. Those answers and decisions lie at the point of contact—the client's dedicated service team members.

Account Management

In addition to the service team who supports the client during implementation and their day-to-day use of the system, Origami provides an Account Management function focused on strategic client growth—a true long-term partnership with proactive guidance. Working closely with their service colleagues, Account Managers develop relationships, communication plans, and growth strategies while consistently advising clients on opportunities to further leverage Origami.

a. Staff name, position, and contact information for each role identified in the chart.

Although San Bernadino County's project team will not be finalized until the official acceptance and signature of a contract, we have included the name and position of potential team members for San Bernadino County. Contact information will be provided when the team is assigned.

Mary Turner – Service Delivery Manager



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Angie Boyd – Senior Client Executive

Courtney Vetter – Technical Consultant

Peter Morrical – Solution Architect

Jon Finol – Business System Analyst Andrew

McC Campbell – Project Manager

b. Resumes of key personnel, including qualifications, education and experience in the field of services requested in the RFP.

Origami's professionals not only have the expertise and experience to handle the highly complex needs of their clients but also have the autonomy and decision-making authority to always do what is best for their clients.

Origami does not have multiple layers of management or silos of departments that must be consulted in order to provide a response or solution.

Although San Bernadino County's project team will not be finalized until the official acceptance and signature of a contract, we have included background information for potential team members to support San Bernadino County's implementation and ongoing use of Origami. These individuals are an excellent fit based on their industry experience as well as represent the caliber of those who make up Origami's Professional Services group.

Mary Turner | Service Delivery Manager



Mary Turner is a Senior Client Executive who has been in the risk management software industry since 2004. As a Service Delivery Manager with Origami, Mary is responsible for leading RMIS implementations and managing ongoing client service, as well as supporting a team of client executives.

Prior to joining Origami in 2018, Mary worked as a Solution Architect at Riskconnect, which she specialized in risk management software implementations. Before her time at Riskconnect, Mary also spent time at CS STARS where she performed various client implementation and support roles.

Mary holds a Master of Science degree in Information Systems from DePaul University.

Angie Boyd | Senior Client Executive



Angie Boyd has over 18 years of experience working in the insurance and technology industry including 24 years of experience and 19 years of providing business solutions for risk and insurance professionals. A skilled senior leader in risk management technology, Angie possesses a wealth of industry knowledge in addition to significant expertise in project management and data transformation. As Senior Client Executive with Origami, Angie is responsible for delivering innovative professional services and sophisticated solutions to clients. Prior to joining Origami, Angie served as Project Manager with CS STARS.

Courtney Vetter | Technical Consultant



Courtney Vetter has over 15 years of experience working in the insurance and technology industry where she has designed and executed countless business solutions on behalf of risk and insurance professionals. As a skilled leader in risk management technology, Courtney holds extensive experience in product development, implementation design, data integration, and client service.

As a Principal Technical Consultant with Origami, Courtney is responsible for overseeing the implementation of new client accounts, providing ongoing client support services, and delivering innovative and sophisticated solutions for clients. Prior to joining Origami, Courtney worked with CS STARS in a variety of roles, most recently as Manager of Data Operations.

Courtney is a graduate of the University of Kansas.



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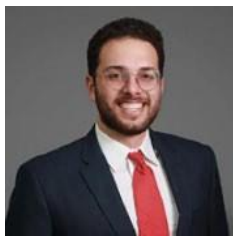
Peter Morrical | Solution Architect



Peter Morrical is an experienced Risk Management software professional with over 6 years of experience in the RIMS industry. As a Solution Architect at Origami, Peter is responsible for overseeing client implementations, delivering sophisticated solutions, and providing ongoing support and service.

Peter holds a bachelor's degree in business administration with a concentration in information technology management from Saint Louis University's Richard A. Chaifetz School of Business.

Jon Finol | Business System Analyst



Jon Finol is a driven and technically skilled business analyst professional. As a Business Systems Analyst at Origami, Jon is responsible for providing ongoing tech support, assisting in implementations, and developing innovative solutions on a client-specific basis.

Prior to joining Origami, Jon served as an Analytics and Risk Intern for the Chick-fil-A corporate office. In that role, he worked on database restructuring, dashboards for senior management, and system documentation.

Jon graduated from the University of Georgia in December of 2020. He holds a Bachelor of Business Administration in Management Information Systems and a minor in Spanish and a certificate in Entrepreneurship.

Andrew McCampbell | Project Manager



Andrew McCampbell is an experienced and passionate project management professional focused on implementing technology and client success. As a Project Manager at Origami, Andrew uses his project management experience to assist in implementing new clients and deliver ongoing support.

Prior to joining Origami in 2020, Andrew worked as Project Manager at the American Dental Association, managing the development of new and existing examinations for dental professionals. Before that, he was a Project Manager at a SaaS Association Management Software (AMS) company, where he was responsible for software implementations.

Andrew holds a bachelor's degree in Foreign Affairs from the University of Virginia. He also holds a Project Management Professional (PMP) certification from the Project Management Institute.

Sharon Smith | Account Executive



Sharon Smith is an accomplished senior leader in risk technology with over 20 years of experience in account management, software support, system consultations, and client service. As an Account Executive at Origami, she helps clients derive additional value from the Origami platform by further leveraging the system's extensive features and functionality.

Sharon previously held the role of Senior Client Executive at Origami, a position in which she was responsible for overseeing the implementation of new client accounts, providing ongoing client support services, and delivering innovative and sophisticated RMIS solutions.

Sharon began her career as an Account Manager with Aon, and previously worked with CS STARS in a variety of roles, most recently as Vice President. She earned a bachelor's degree in Business from Drexel University and holds her ARM designation.



Proposal Description

Provide a detailed description of your proposed Automated Claims System that considered the County of San Bernardino Department of Risk Management's needs for the processing and managing of Workers' Compensation, Liability and Insurance claims; and the reporting of statistical loss data. It is crucial that the proposed Automated Claim System and the needed equipment have been evaluated and designed with the appropriate capacity and a potential to growth. This proposal description should address, but is not limited to, all terms in Section V-Scope of Work. If the Vendor is unable to provide any of the particular services listed in the scope of work, he must indicate what service(s) is/are unable to provide.

a. Features and functions

1. Provide detailed features of your Diary System.

Users can manually create and assign tasks from within the system or tasks can be created and assigned automatically via configurable workflows. For automatic task creation, triggers can be based on nearly any system activity (e.g., new claim added) or defined threshold (e.g., no claim update in the past 30 days).

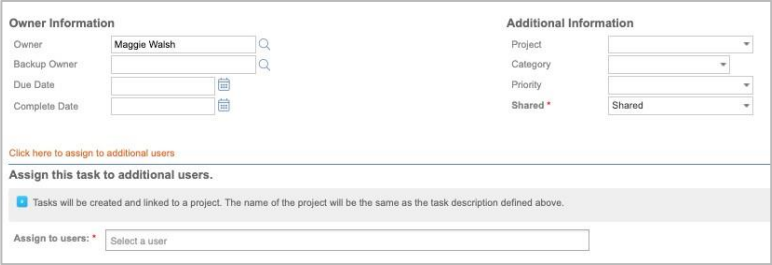
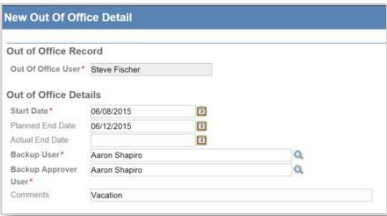
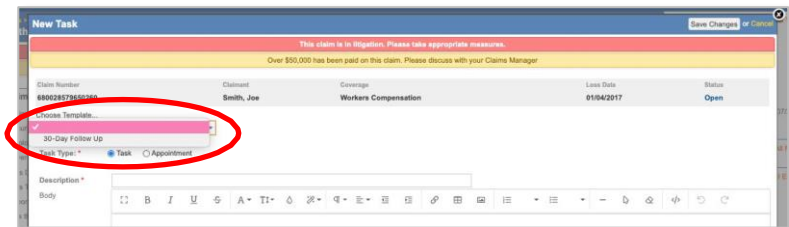
Figure 2. Task Entry. When manually creating tasks, users can enter a description and body with rich text and spell check capabilities, as well as specify owner(s) and addition information such as category, priority, classification, project, etc.



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Table 5 provides an overview of features related to tasks in Origami.

Table 5. Task Features

Feature	Description
Ownership	Tasks are assigned an owner as well as can be assigned a back-up owner and to other users, creating a project. A project is a series of linked tasks that all need to be completed for the project to be completed.  Origami also has an out-of-office feature that supports the reassignment of open tasks, as well as ensures new tasks are not assigned to that user. Once the user returns, tasks can easily be reassigned back to that user. 
Classification	Tasks can be classified as shared or private.
Due Dates	Tasks can be assigned due dates. For manually created tasks, when a due date is selected, Origami returns the number of other tasks assigned to that user with that due date. 
Task Templates	Task templates can be created within the administration module of the system and associated with specific domains or areas of the system. When creating a new task, pre-defined task templates are available via a drop-down list. Selecting a template will fill in the task fields appropriately. 

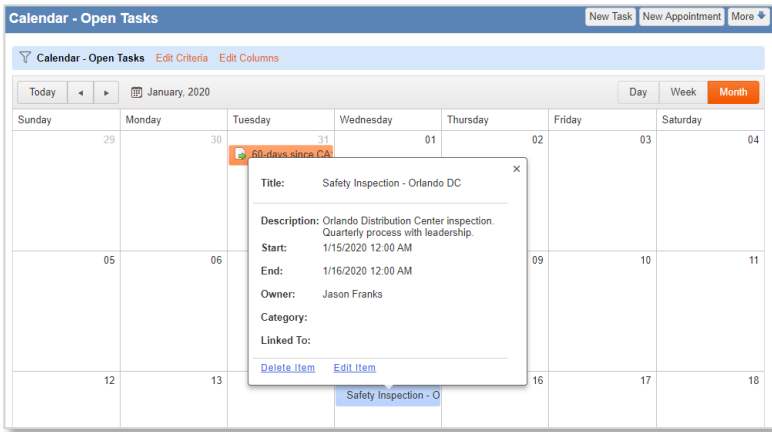


ORIGAMI RISK

Feature	Description
Recurring Tasks	Tasks created via configurable workflows can be set to recur over time. When setting up the task action there is a recurring parameters section. The parameters set are evaluated when the initial task is marked complete. In the following example, a 30-day review task, to occur for as long as the claim is open, has been created. The recurring parameters are evaluated when the initial task is marked as complete. In this instance, Origami will create a new task 30 days after the original task due date. The recurring filter is also evaluated when the initial task is marked as complete. The new task will only be created if the filter evaluates to true, or in this case, only if the claim is not closed. Recurring Parameters Recurring Task? ☒ Frequency: +30 Based On: Due Date Recurring Filter: Parent Claim is a record where Status is not equal to Closed Edit Filters Or Use saved view <Use Filter>
Task Reminders	Task reminders are set up using workflows (data entry events) configured within the administration module of the system. Specifically, data entry events can be configured such that at specific intervals (relative to a task due date), automated notifications are sent to the task owner or other appropriate individual(s) alerting them of the upcoming task due date. Similarly, workflows can be configured to escalate tasks with missed due dates. Due Date: Relative To: [Day of event] For the task due date, typically, you want to type in a relative expression. For example, if you enter Tomorrow, the task due date will be the day after the event was triggered. You can also enter an expression like +5 to mean 5 days after the event
Task Views	All due and overdue tasks are displayed on users' dashboards. An optional configuration setting generates an email with due and overdue tasks, with links directly to those items. The screenshot shows a dashboard with four main sections: My Notifications: Lists notifications such as '2018 Property Values Collection (Current)' and 'UK Property Values Collection'. My Open Tasks: A table with columns 'Description', 'Due Date', and 'Completed'. It lists tasks like 'Please review this Safety Concern ASAP', 'Safety Concern ESCALATED', and 'Claim Review' with their respective due dates and completion status. Report Listing: A table with columns 'Report Name' and 'Description'. It lists reports like 'Top 20 Building Values' and 'UK Building Property Value Report by Type'. My Tasks Today: A table with columns 'Description', 'Due Date', and 'Completed'. It lists tasks for the current day, such as 'Claim Review' and 'ODG Guideline Date in 7 Days'. Origami also allows users to view tasks within a calendar view or subscribe to a calendar feed that can be used with any calendar program that supports internet-based calendar feeds such as Outlook, Mac Calendar, or Google Calendar. Users can elect to subscribe to either their open tasks or both their open tasks and closed tasks.



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Feature	Description
	

2. Provide detailed features of your Notepad System.

Users can add notes to system records either free form or using definable note templates, both offering full formatting and spell check capabilities. Users can modify and delete notes simply by selecting the appropriate action button from the All Notes list. All notes include a date/time stamp from when they are created/modified. Users can assign notes a type (defined by the client) to categorize them. Security permissions can be applied, limiting the ability to view/modify/delete notes to specific users based on note type. Individual notes also support direct file attachment reducing the need to have to search through a long list of files at the record level.

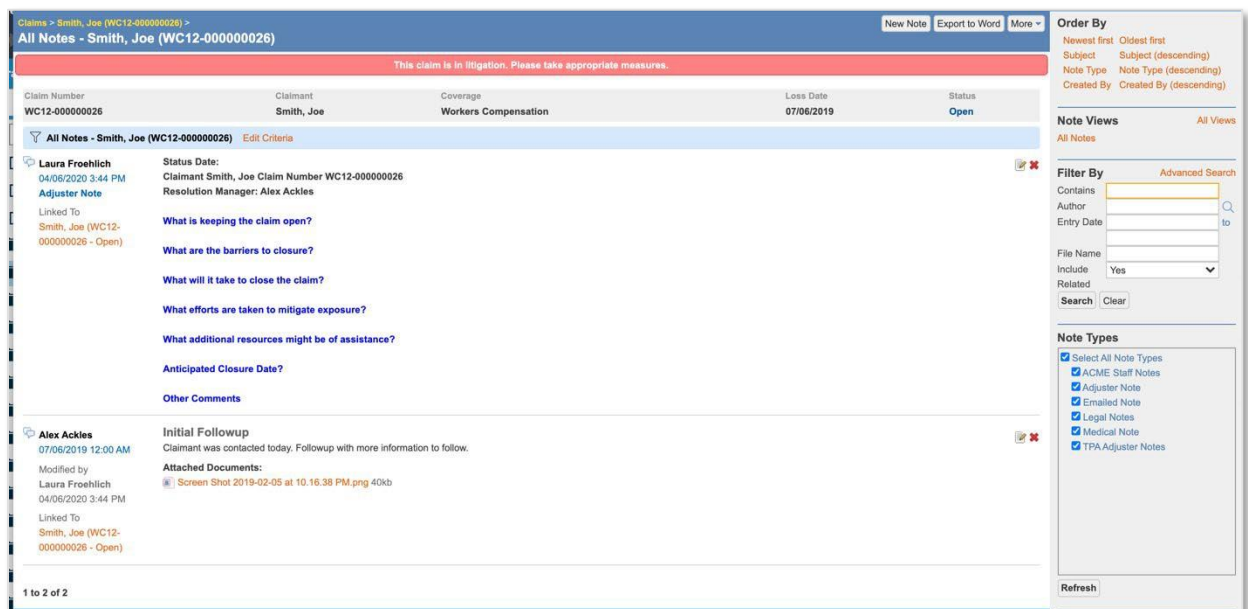


Figure 3. Notes. Notes are displayed in a chronological list with filter, sort, and export capabilities.

For more information on notes in Origami, please view the videos at the following links:

- Notes: <https://live-tv.origamirisk.com/OrigamiTV/Video/NoteSettings>



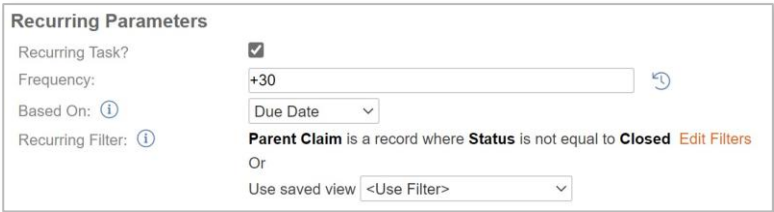
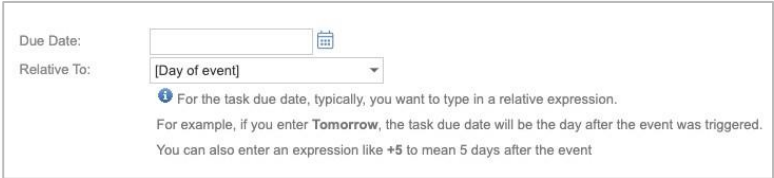
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- Note Templates: <https://livetv.origamirisk.com/OrigamiTV/Video/NoteTemplates>

3. Provide detailed features of Calendar System. Also provide any features that integrate with Microsoft Outlook 365.

Table 6 below provides an overview of calendar features related to tasks in Origami.

Table 6. Task Features

Feature	Description
Due Dates	Tasks can be assigned due dates. For manually created tasks, when a due date is selected, Origami returns the number of other tasks assigned to that user with that due date. 
Recurring Tasks	Tasks created via configurable workflows can be set to recur over time. When setting up the task action there is a recurring parameters section. The parameters set are evaluated when the initial task is marked complete. In the following example, a 30-day review task, to occur for as long as the claim is open, has been created. The recurring parameters are evaluated when the initial task is marked as complete. In this instance, Origami will create a new task 30 days after the original task due date. The recurring filter is also evaluated when the initial task is marked as complete. The new task will only be created if the filter evaluates to true, or in this case, only if the claim is not closed. 
Task Reminders	Task reminders are set up using workflows (data entry events) configured within the administration module of the system. Specifically, data entry events can be configured such that at specific intervals (relative to a task due date), automated notifications are sent to the task owner or other appropriate individual(s) alerting them of the upcoming task due date. Similarly, workflows can be configured to escalate tasks with missed due dates. 
Task Views	All due and overdue tasks are displayed on users' dashboards. An optional configuration setting generates an email with due and overdue tasks, with links directly to those items.



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Feature	Description																																																																																																												
	My Notifications 2018 Property Values Collection (Current) UK Property Values Collection My Open Tasks <table><tr><th>Description</th><th>Due Date</th><th>Completed</th></tr><tr><td>Please review this Safety Concern ASAP</td><td></td><td>✓</td></tr><tr><td>Safety Concern ESCALATED</td><td></td><td>✓</td></tr><tr><td>A new file has been added to Claim # AV17-000000157</td><td></td><td>✓</td></tr><tr><td>A new file has been added to Claim # AL18-000000018-1-2</td><td></td><td>✓</td></tr><tr><td>Test Project Task</td><td></td><td>✓</td></tr><tr><td>Test Task Setup</td><td></td><td>✓</td></tr><tr><td>Claim Review</td><td>21/06/2018</td><td>✓</td></tr><tr><td>ODG Guideline Date in 7 Days</td><td>25/06/2018</td><td>✓</td></tr><tr><td>Waiting period ending</td><td>30/06/2018</td><td>✓</td></tr><tr><td>Wait period ending</td><td>01/07/2018</td><td>✓</td></tr></table> Report Listing <table><tr><th>Report Name</th><th>Description</th></tr><tr><td>Top 20 Building Values</td><td>Top 20 building Value Trending</td></tr><tr><td>UK Building Property Value Report by Type</td><td>UK Building Property Value Report by Type</td></tr><tr><td>Values Summary</td><td>Values Summary</td></tr></table> My Tasks Today <table><tr><th>Description</th><th>Due Date</th><th>Completed</th></tr><tr><td>Claim Review</td><td>21/06/2018</td><td>✓</td></tr><tr><td>ODG Guideline Date in 7 Days</td><td>25/06/2018</td><td>✓</td></tr><tr><td>Waiting period ending</td><td>30/06/2018</td><td>✓</td></tr><tr><td>Wait period ending</td><td>01/07/2018</td><td>✓</td></tr><tr><td>21 Days since first lost work day</td><td>23/07/2018</td><td>✓</td></tr></table> Origami also allows users to view tasks within a calendar view or subscribe to a calendar feed that can be used with any calendar program that supports internet-based calendar feeds such as Outlook, Mac Calendar, or Google Calendar. Users can elect to subscribe to either their open tasks or both their open tasks and closed tasks. Calendar - Open Tasks New Task New Appointment More Calendar - Open Tasks Edit Criteria Edit Columns Today January, 2020 Day Week Month <table><tr><th>Sunday</th><th>Monday</th><th>Tuesday</th><th>Wednesday</th><th>Thursday</th><th>Friday</th><th>Saturday</th></tr><tr><td>29</td><td>30</td><td>31</td><td>01</td><td>02</td><td>03</td><td>04</td></tr><tr><td></td><td></td><td>60 days since CA</td><td></td><td></td><td></td><td></td></tr><tr><td>05</td><td>06</td><td></td><td></td><td></td><td>09</td><td>10</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>11</td></tr><tr><td>12</td><td>13</td><td></td><td></td><td></td><td>16</td><td>17</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>18</td></tr></table> Title: Safety Inspection - Orlando DC Description: Orlando Distribution Center inspection. Quarterly process with leadership. Start: 1/15/2020 12:00 AM End: 1/16/2020 12:00 AM Owner: Jason Franks Category: Linked To: Delete Item Edit Item	Description	Due Date	Completed	Please review this Safety Concern ASAP		✓	Safety Concern ESCALATED		✓	A new file has been added to Claim # AV17-000000157		✓	A new file has been added to Claim # AL18-000000018-1-2		✓	Test Project Task		✓	Test Task Setup		✓	Claim Review	21/06/2018	✓	ODG Guideline Date in 7 Days	25/06/2018	✓	Waiting period ending	30/06/2018	✓	Wait period ending	01/07/2018	✓	Report Name	Description	Top 20 Building Values	Top 20 building Value Trending	UK Building Property Value Report by Type	UK Building Property Value Report by Type	Values Summary	Values Summary	Description	Due Date	Completed	Claim Review	21/06/2018	✓	ODG Guideline Date in 7 Days	25/06/2018	✓	Waiting period ending	30/06/2018	✓	Wait period ending	01/07/2018	✓	21 Days since first lost work day	23/07/2018	✓	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	29	30	31	01	02	03	04			60 days since CA					05	06				09	10							11	12	13				16	17							18
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4. Provide details on how application supports spell check. Also indicate which screens/sections of application spellcheck is not in place.

Origami supports spell check functionality throughout the application including notes and tasks (diaries).

5. Describe insurance Policy Management module in detail along with related Reports.

Origami's policy and program management tools truly differentiate our system from other platforms. Clients can organize their insurance policy data in a single system for more efficient policy management, to leverage powerful analytics tools to gain insight into their true policy portfolio status, and to make informed policy decisions.

All policies are maintained and viewable within the policies module in the system.



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Policy Number	Description	Coverage	Layer Type	Carrier	Effective Date	Limit	Deductible
PROG000025	Test APD Policy for Progressive	Auto Physical Damage (1st Party)	Primary	Progressive Casualty Insurance Company	01/01/2019		
TRAV-GL-10091	Travelers General Liability	General Liability	Primary	Travelers	01/01/2019	1M per claim	25K
WC9012920	WC Sample Policy	Workers Compensation	Primary	Cigna	07/01/2018	1M	25K SIR
TR76548WC	Travelers WC Primary	Workers Compensation	Primary	Travelers	07/01/2018	1M per claim	25K
DF-4533	Prop 2017 - 2018 Primary	Property	Primary	The Hartford	07/01/2018	10M	1M SIR
PP456435	Prop 2017 - 2018 Excess	Property	Excess	Lloyds of London	07/01/2018	75M X of 10M	
6454544	Prop 2017 - 2018 Excess	Property	Excess	ACE American Insurance Co.	07/01/2018	25M X of 10M	
7675654	Prop 2017 - 2018 Excess	Property	Excess	Arch Specialty Insurance Co.	07/01/2018	25M X of 10M	
T56565TY	Prop 2017 - 2018 Excess	Property	Excess	Lexington	07/01/2018	25M X of 10M	
CHH532211	Prop 2017 - 2018 Excess	Property	Excess	Allianz	07/01/2018	50M X of 35M	
DF-4533	Prop 2017 - 2018 Primary	Property	Primary	The Hartford	07/01/2018	8M	1M SIR
PP456435	Prop 2017 - 2018 Excess	Property	Excess	Lloyds of London	07/01/2018	75M X of 10M	
6454544	Prop 2017 - 2018 Excess	Property	Excess	ACE American Insurance Co.	07/01/2018	25M X of 10M	

Figure 4. Policies Module. Origami organizes insurance policy data, contacts at key brokers/carriers, imaged policies, and relevant supporting documentation.

Within each policy record, Origami tracks all policy details including policy, carrier, and broker information; terms; limits; sub-limits; named insureds; perils and exclusions; and any other client-defined data field required. Policies can also record the premium paid and any taxes. Scanned policy documents and endorsements can be attached to the policy record, making it easy to access policy details at any time.

Origami links policies and claims, allowing key policy information to be displayed on the claim screen. Users can also click the policy number from within the claim record to open the policy record to view the full policy details. Policy deductibles can be displayed on a claim record and formulas can be added to show the current deductible remaining. In addition to claims, Origami also connects locations and assets to policies.

Coverage	Sub Coverage	Description	Effective Date	Expiry Date	Limit	Aggregate Limit	Deductible	Premium
Workers Compensation	Workers Compensation		07/01/2018	06/30/2019	1M per claim	10M	25K	

Figure 5. Policy Record. Sample policy record in Origami.

Policy information can be entered in the system in a number of ways, including:

- Imported via the data import utility using spreadsheets
- Entered directly in the system by users or brokers
- Created via interface with an external system, such as with your brokers or carriers

For more information on Origami's policy management please view the videos at the following link:
<https://live-tv.origamirisk.com/OrigamiTV/?topic=Policies>

Highlights of Origami's Policy Management Functionality



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In addition to the policy and program management features available in most traditional RMIS, Origami has developed award winning features for tasks such as modeling programs during renewals, monitoring counter-party exposure, and integration with claims to evaluate the potential impact of various retention options.

The following are the benefits of Origami's policy management functionality:

- Centralized repository which allows for paperless processes
- Improved workflow on renewals
- Track erosion on primary policies
- Build out a tower program
- Measurement of counter-party exposure
- Easily identify of how much money to hold in reserve
- Ability to try out different retentions before committing to an amount

Policy Erosion

Origami manages policy erosion. Origami can link claims to specific policy coverages under policies. When linked, the system renders an erosion chart when viewing the coverage details. Origami also supports graphical reports of reserves and payments over the life of a policy.

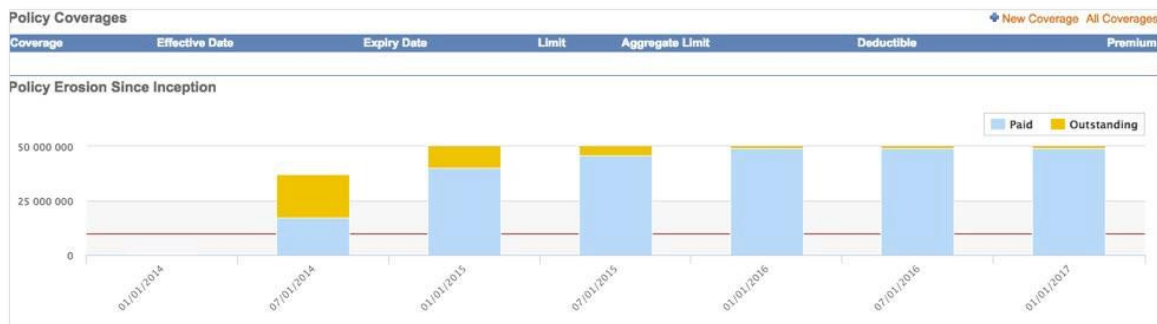


Figure 6. Policy Coverage. *Origami provides graphic policy erosion reports over the lifetime of each policy.*

Coverage Gaps and Overlaps

In-line within the policy module, Origami includes a tool to identify all coverage gaps and overlaps. Users are able to input the specific location, region, or entity, coverage type, date of coverage, and the financial range of interest. Origami then returns all gaps and overlaps for the designated coverage. This helps San Bernadino County identify redundancies and gaps in coverage across your organization and where risk management involvement is necessary.

Policy and Program Modeling

Origami allows users to build graphical policy programs from associated policies.



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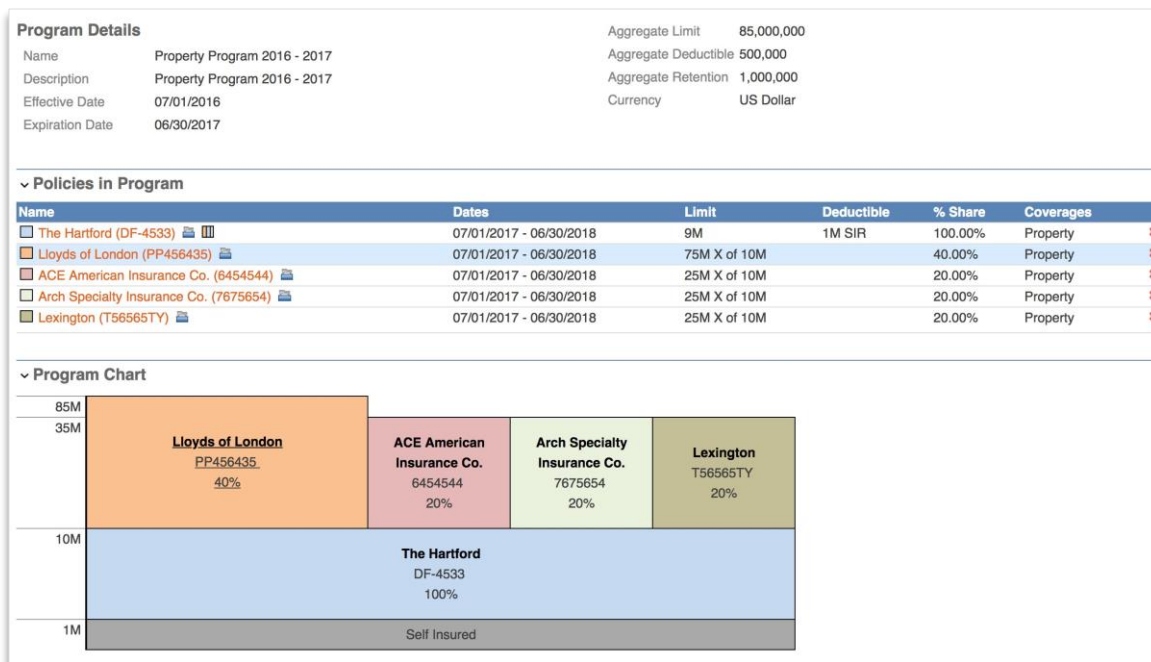


Figure 7. Policy Program. Policy programs include a graphic representation of the program and key data points about each policy

Retention Calculator

Origami includes a retention calculator to review actual loss history and apply different retention limits.

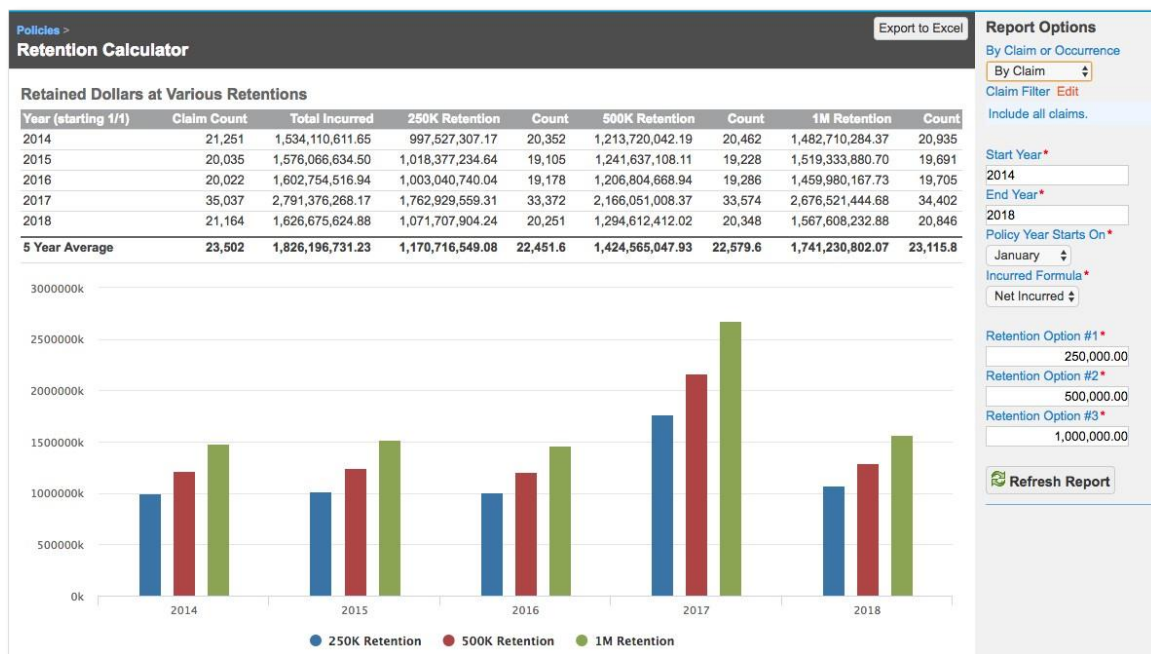


Figure 8. Retention Calculator. Origami provides an integrated retention calculator to apply loss history against different retention limits



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For more information on how to model various retention levels against your loss history to model a variety of program scenarios in Origami, please view the video at the following link: <https://live-tv.origamirisk.com/OrigamiTV/Video/RetentionCalculator>

Counterparty Exposure Analysis

Origami automatically analyzes all carriers who have active policies in the system and highlights the overall transferred limits and premiums paid for each carrier.

Counterparty Exposure for Policies within Program			
Carrier	% of all Risk Transfer	\$ Total Risk Transfer	Total Premium
Lloyds of London	55.56%	30,000,000.00	500,000.00
The Hartford	16.67%	9,000,000.00	750,000.00
ACE American Insurance Co.	9.26%	5,000,000.00	150,000.00
Arch Specialty Insurance Co.	9.26%	5,000,000.00	150,000.00
Lexington	9.26%	5,000,000.00	150,000.00
Totals	100.00%	54,000,000.00	1,700,000.00
Counterparty Exposure for Carriers participating in Program			
Carrier	% of all Risk Transfer	\$ Total Risk Transfer	Total Premium
ACE American Insurance Co.	24.67%	60,975,000.00	150,000.00
Lloyds of London	24.27%	60,000,000.00	500,000.00
The Hartford	7.69%	19,000,000.00	750,000.00
Arch Specialty Insurance Co.	4.05%	10,000,000.00	150,000.00
Lexington	4.05%	10,000,000.00	150,000.00
Totals	64.72%	159,975,000.00	1,700,000.00

Figure 9. Counterparty Exposure Analysis. *Origami provides in-line counterparty exposure data for all active policies*

For more information on Origami's counterparty exposure tool, please view the video at the following link: <https://live-tv.origamirisk.com/OrigamiTV/Video/CounterpartyExposure>

6. Minimum Required Reports. See samples in Exhibit III:

- Daily Unapproved Payments.
- Claims Inventory.
- Excess Insurance Reimbursement.
- OSHA's Form 300.
- CMS Claim Report.
- Claimant Payment Detail Report.
- State of California—Office of Self-Insurance Plans (OSIP) Form J-1.
- State of California—OSIP Summary of Claims
- State of California—OSIP Form AR-2 Addendum- Aggregate Claims Information.
- Daily Unapproved Payments by Add User Summary.



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- Daily Unapproved Payments by Payee Summary.
- All Lines of Business Claim Log Summary Current.
- User Roles Assigned.
- Claim Lag Time.
- Vendor Based Reports.
- Liability Diaries.
- Last Plan of Action Date.
- Workers' Compensation Diaries.
- Claims with no Diaries.
- Workers' Compensation Litigated Cases per Department.
- Universal Loss Run for Workers' Compensation.
- Universal Loss Run for All Other Funds.
- Annual Sheriff's Department Claims and Litigation Cost and Expenses.
- State of California, Department of Industrial Relations—Annual Claims Inventory.
- Auditor's List Sample.

Origami makes data analysis straightforward and fast with tools to standardize data from disparate sources for like-comparisons; simplify data in a visual format so it is easy to understand; and automatically generate and distribute recurring or ad-hoc reports for varying stakeholders' unique preferences. Origami's analytics tools are self-contained meaning no third-party integrations or complicated design and query tools are required.

Reporting

The real power of Origami lies in users' ability to easily analyze any of the data captured in the system. Origami delivers reporting and analysis within users' workflow as well as through the traditional reporting module. Innovations in real-time analysis, formatting options, and distribution rules make it easier than ever to glean insight necessary to drive business decisions and share with internal users and external partners.

The system offers a comprehensive library of more than 100 standard report templates, an ad-hoc report designer, and a truly unique option to use all reportable fields as modifiers turning even template-style reports into on-the-fly custom reports. Users can manipulate and copy reports and even switch between templates without having to save changes until they have exactly the report they are looking for.

Our reporting tools allow users to:

- Schedule individual reports or report packages
- Distribute reports to specified groups



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- Apply coverage and location security
- Review summary level reports as well as drill-down to the precise details
- Export to Excel, Word, or PDF
- Create reports based on a triggering event
- Respond to interactive questions to filter the report data
- Create reports from scratch using simple report design features
- Conduct advanced analytics, and more

For a more detailed view into Origami's powerful reporting capabilities, please view the videos at the following link: <https://live-tv.origamirisk.com/OrigamiTV/?topic=Reports>

When the Reports link in the main navigation bar is clicked, a list of all saved reports is displayed. Reports can be executed, edited, or exported directly from this list by clicking the appropriate Actions icon; a quick preview image of the report is displayed by clicking on the magnifying glass icon following the report type; and more details and options related to any saved report are displayed by clicking on the name of the report itself.

Reports

Report Name | all # a b c d e f g h i j k l m n o p q r s t u v w x y z

Report Name	Report Type	Created By	Last Run	Actions
Location Safety Audit Findings	Safety	Location Safety Audit Findings	James Hendrix	07/05/2018
Location Safety Audit Findings	Property/Values	Collection	Property Schedule Ad Hoc	James Hendrix
Property Schedule	Claims	Claim Summary	Sarah Templeton	07/16/2018
2017 WC Claim Summary by Organizational Hierarchy	Claims	Claim Detail	Sarah Templeton	11/28/2017
2017 WC Claim Summary Report Grouped by Organizational Hierarchy	Claims	Claim Summary with Ad Hoc Graph	Aaron Shapiro	01/12/2018
2017 WC Claims by Organizational Hierarchy	Claims	Loss Ratio	Aaron Shapiro	01/12/2018
Claim Detail Report Showing 2017 WC Claims by Organizational Hierarchy	Claims	Audit Findings Detail	James Hendrix	01/16/2018
Acme DB Summary	Safety	Audit Findings	James Hendrix	01/16/2018
Breakdown of all claims in this Large Demo DB	Audit	Audit Findings By Location	James Hendrix	01/16/2018
AL Loss Ratio to Miles Driven	Audit	Audit Report TEST	James Hendrix	01/16/2018
Losses as Ratio to Miles Driven	Audit	Location Audit Report Template TEST	James Hendrix	01/16/2018
Audit Findings	Claims	Custom Ad Hoc	James Hendrix	01/19/2018
Audit Findings By Location	Claims	Insured Deficiency Detail	Earne Bentley	01/16/2018
Audit Report TEST	Claims	Claim Detail	Stephen T Sandberg	07/24/2018
Audit Score				
Audit Report that shows Score, Possible Score, Missed Questions				
Cause Analysis				
Cause Analysis with Drill Down				
Certificate Deficiencies				
Lists Certificated Deficiencies for Each Insured				
Claim Detail Report				

One row of data for every claim that meets the filter criteria

New Report

New Graph

More >

Name:

Description:

Type:

Created:

By:

Shared:

Search

Clear

Filter By

▼ Report Groups

☒ Actuarial

☒ Audit

☒ Certificates

☒ Claims

☒ claimsadmin

☒ Collection

☒ DashboardReports

☒ Event

☒ HPI

☒ Incident

☒ LossControl

☒ Policy

☒ Property/Values

☒ Safety

☒ No Tags

All None

Refresh

Recently Viewed

Location Safety Audit Findings

Figure 10. Report Templates. Users can select from a list of saved report templates or easily create a new template from the main report screen in Origami.

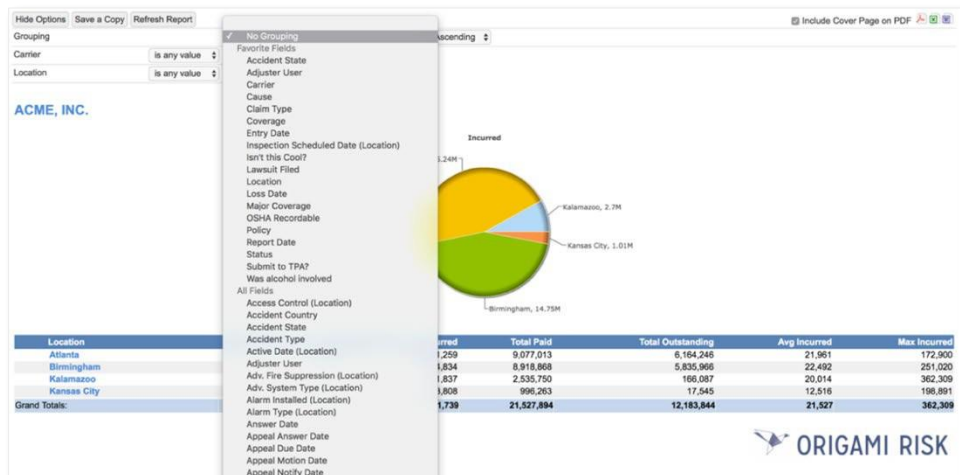


Figure 11. Interactive Report Options. Origami's interactive options allow users to adjust reports on-the-fly.



Focused Reports and Data Analytics

Origami offers a range of additional reporting tools and templates including:

- Claims: Quickly analyze and report on claim outcomes and financials in unique ways or tailored to the constituencies who need the information to make business decisions.
- Safety/Loss Control: Identify opportunities to improve safety, improve loss prevention, and run Occupational Safety and Health Administration (OSHA) reporting.
- Renewals: Simplify and improve efficiency when managing renewal decisions.
- Actuarial: Origami makes preparing and providing data for actuarial analysis easy.

Available report templates include:

- Large loss listing
- Claim summaries by coverage and policy year
- Summarized values and exposures throughout your hierarchy
- Loss development triangles
- Incurred but not Reported (IBNR) calculations
- Ultimate projections
- Differentiated weighting models

Claims Analysis

Claims analysis is a crucial component to any effective claims management program. Origami gives users access to real-time data, allows them to easily compare claims and assess severity, and gives them the ability to make cause and effect correlations to spur actions. Users can quickly analyze and report on claim outcomes and financials in unique ways or tailor to the consistencies who need the information to make business decisions. Our solution offers:

- Claims comparisons
- Claims watchlist
- The ability to track historical reserve and payment changes
- The ability to manage claims by occurrence
- The ability to graph financial development of claims
- Dashboards and reports specific to claims analysis

Ad-hoc Reports

Origami includes an ad-hoc report feature that allows users to create reports from scratch without the use of any particular template. Ad-hoc reports in Origami are most useful when users wish to design a report with a specific layout and/or specific data elements that would most likely not be used in other reports.

Creating ad-hoc reports involves specifying the layout and fields to be included.



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Figure 12. Ad-hoc Report Designer. Creating a new ad-hoc report is as simple as specifying the layout and fields to be included.

Many of the options available in standard reports are also available in ad-hoc reports including:

- Use of new or saved filter criteria
- Grouping and sorting of field data
- Specifying valuation dates and incurred formulas
- The ability to specify interactive options when running the report

Custom Report Designer

For any report formatting options not offered by standard report templates or ad-hoc reports, users can build custom report templates. There is no need to learn a complex report design tool or programming language—users can include any fields from the database in a variety of formatting, filtering, grouping, and sorting options, via the familiar and intuitive Origami user interface.

Figure 13. Custom Report Designer. Users can easily create custom, on-the-fly reports without the need for custom coding or programming skills.



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Origami offers drag-and-drop functionality for adding any field to a custom report by simply dragging fields from the ‘valid field list’ to the appropriate column, row, or cell. Users can also use the field lookup option to add fields. This provides for quick and easy reporting options, even for the most complex report needs.

Origami also provides detailed guides to assist users when creating more complex reports.

Figure 14. Help on Formula Syntax. Help features in Origami can guide users through the creation of more complex reports.

Custom Formulas

One unique feature of Origami’s custom reports is the ability to create custom formulas. Formulas in Origami allow users to perform calculations based on the values of one or more fields, in order to present the data exactly the way they want it. These formulas carry over completely intact when reports based on custom templates are exported to Excel, preserving the full functionality of the spreadsheet if any additions or edits are applied in Excel.

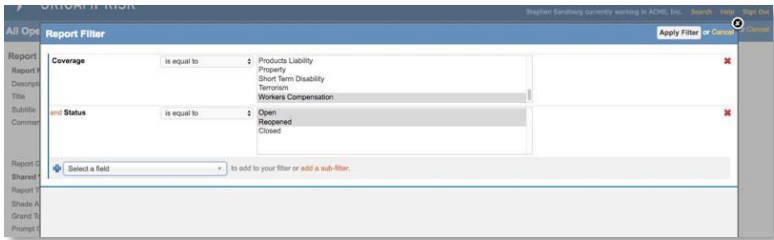
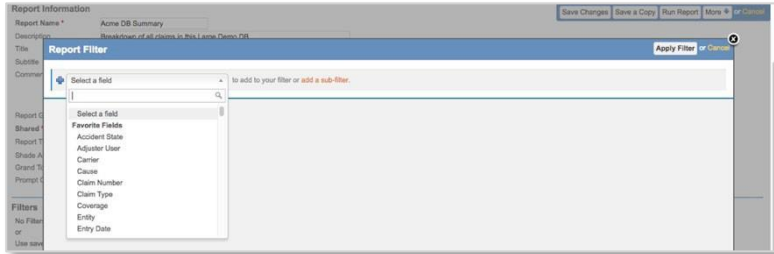
Figure 15. Custom Formulas. Using custom formulas, users can perform calculations based on data fields.

Additional Report Features

Additional report features are outlined in the following table.

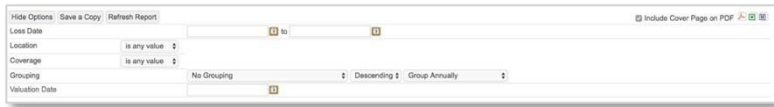
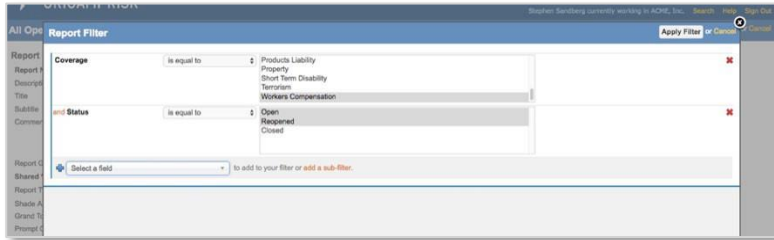


Table 7. Configurability Features

Feature	Description
Filters and Groupings	Report templates support user-defined filters and groupings. Filters are applied to restrict the data contained in the report (e.g., by date, agency, location, or any other combination of database fields). Groupings are used to logically sequence the data contained in the report (e.g., by year, then by agency, then by location, etc.). Filter and grouping criteria are saved with the report so users do not need to re-create it each time. Criteria can be modified using simple on-screen tools, as needed.  Origami makes filtering and grouping reports even easier by keeping track of the fields used most often, and automatically making them available at the top of your drop-down lists. This ensures users can find and choose the fields most important to their organization without scrolling through a long list of every available field. 
Custom Graphs	Users can create a wide variety of custom graphs using various data sets and grouping options. In defining a graph, users select the graph type (bar, pie, line, etc.), data point(s), and grouping options—allowing users to use exposures, hierarchy, claims, policy data, etc. to produce meaningful graphics. The graphs created are optimized for visually clear representations of the data being reported.



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Feature	Description
Interactive Options	Origami gives report designers the ability to make the filtering, grouping, and sorting options available to end users, allowing them to apply their own options as they see fit when they run a report. This allows end users to slice and dice the data without the need to modify the original report design.  Origami also allows users to perform advanced filters using related records. For example, if users want to search for any claims where a note, task, email, or file attachment contains the word "fall" or a particular doctor's name, Origami allows users to do this without having to recreate the report every time. 

A full list of out of standard report templates is provided in Appendix 1 found at the end of this document.

7. List which browser(s) application is compatible with.

Origami is deployed as a cloud-based, SaaS solution. Access requires only a modern browser with internet connectivity from any desktop or laptop computer (mac, PC) or mobile device (iOS, Android). There are no operating system requirements.

Origami is compatible with the recent and current versions of the following browsers: Firefox, Safari, Chrome, and Microsoft Edge. Origami is written to the HTML 5 standard and other browsers that support this standard should also work but have not been tested.

Origami maintains an updated list of product requirements at the following site:
<https://www.origamirisk.com/product-requirements/>

8. Provide printout of all screens.

Given our approach to providing screen configuration for each of our clients and the hundreds of screenshots needed to printout all of our screens, throughout our response, we made sure to incorporate multiple screenshots and images to ensure we provide visual insights to the screens. Part of our proposal is to configure Origami's standard screens to the fields/content the County was hoping to collect in terms of fields/datapoints.

If there are any screenshots not present in the relevant section response to a topic, we would be happy to provide.



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9. Provide details of platform used to accommodate Ad Hoc reports with any data on the system.

Users can export reports to Excel, PDF, or Word; dashboards to PDF; and individual dashboard widgets to Excel, PNG, SVG, or JPG (for those containing charts), or emailed as PDF.

When a user runs a report, it natively runs out to the browser, supporting HTML.

Users can create PowerPoint presentation templates that contain graphical reports that are populated with data contained in Origami and automatically updated.

10. Provide details of network needed to access the system.

Origami is deployed as a cloud-based, SaaS solution. Access requires only a modern browser with internet connectivity from any desktop or laptop computer (mac, PC) or mobile device (iOS, Android).

11. Describe your approach to security for hosted/non-hosted solution.

Industry Compliance Standards

Origami is audited and maintains compliance with several third-party standards.

- **SSAE 18:** Origami is SSAE 18 SOC 1 Type II and SOC 2 Type II compliant. Compliance is assessed annually by a third-party auditing firm.
- **FISMA:** Origami is compliant with security controls based on NIST 800-53 rev4 and has received FISMA Moderate System Authorization and Accreditation. The security standards specified by NIST surpass those set forth by ISO 27001.
- **HIPAA Security Rule:** Compliance with NIST 800-53 allows Origami, by way of existing security controls, to meet security requirements established by the HIPAA Security Rule in accordance with NIST SP800-66, “An Introductory Resource Guide for Implementing the HIPAA Security Rule.”
- **GDPR:** Origami is focused on GDPR compliance efforts. We have evaluated the requirements and restrictions imposed by the GDPR and have taken action to confirm that we handle client data in compliance with applicable law.

Physical Security

Physical access to facilities containing information systems and sensitive information is tightly controlled and individual’s authorization is verified before granting access. All entrances to Origami facilities are locked and access is properly restricted (key card badges). Access is reviewed when an employee with access to the office leaves the company, or at least semi-annually.

Amazon Web Services

Origami is hosted by Amazon Web Services (AWS) within a Virtual Private Cloud (VPC), which is logically isolated from other AWS customers. Within the VPC, each Origami client has their own virtual database. AWS is certified to be compliant with SSAE 18 SOC 1, 2, and 3; ISO 27001; HITECH; FISMA; and FedRAMP.

Origami’s primary data centers are in the AWS East Region of the United States, and our backup data centers are in the AWS West Region of the United States. Due to the security provisions of our agreement with AWS, Origami is intentionally not made aware of the exact geographic locations of the data centers where our data is hosted—only the region where they are located.



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AWS manages the physical and environmental risks of the data centers. The following excerpt from Amazon documentation describes this security.

AWS data centers are housed in nondescript facilities that have extensive setback and military grade perimeter control berms, as well as other natural boundary protection. Physical access is strictly controlled both at the perimeter and at building ingress points by professional security standards utilizing video surveillance, state-of-the-art intrusion detection systems, and other electronic means. Authorized personnel must pass two-factor authentication no fewer than three times to access data center floors. All visitors and contractors are required to present identification, are signed in, and continually are escorted by authorized staff. Amazon also provides environmental controls in its data centers to assure the proper working condition of its systems, including fire prevention/suppression, power management, and temperature controls.

Data Security

Origami is contractually obligated to protect our clients' data from being seen by unauthorized persons. Origami enforces strict secure HTTPS encryption for all browser sessions. Origami uses TLS v1.2 for all communications over HTTPS and client databases are fully encrypted using an encryption algorithm that is AES-256 bit in strength. Data transfers are encrypted with PGP encryption and are transmitted using secure file transfer protocols.

Contracts signed with clients require them to encrypt the data inputs. Clients may opt to have Origami pull data from them instead of using the provided SFTP or FTPS. Data inputs are received via SFTP or FTPS and clients only have access to their own data. All data inputs are transmitted via an encrypted SSL channel using client unique logins. When Origami transmits files containing client data, the files are encrypted.

In addition, Origami assigns the most restrictive set of rights/privileges or accesses needed by users for the performance of specified tasks providing no greater access than necessary to perform required functions. All clients are required to employ the concept of least privilege, allowing only authorized accesses for users (and processes acting on behalf of users) which are necessary to accomplish assigned tasks in accordance with organizational missions and business functions.

Network Security

- **Firewalls:** Origami's infrastructure is behind multiple firewalls, starting with a Web Application Firewall (WAF) that controls the ingress and egress of all traffic. Additionally, the WAF inspects traffic at Layer 7 to protect against common attacks such as cross-site scripting and SQL injections. The WAF also provides protection against MITM attacks, IP Spoofing, port scanning, and packet sniffing. Within the Origami AWS environment, both internal network and host-based firewalls are used to control traffic flow between functional areas.
- **Intrusion Detection:** Origami uses multiple levels of security within the AWS environment. AWS provides IDS and network analyzers which are monitored continually by AWS engineers. Origami also deploys and continually monitors our own Host and Network Intrusion Detection System/Intrusion Prevention System solutions to provide maximum visibility to the security of the environment.
- **Virus Protection:** Origami servers are equipped with virus protection software and updated regularly.
- **Independent Annual Penetration Tests:** Origami uses independent auditors to perform annual penetration tests. These tests simulate real-world attacks attempting to break into the system. In addition to independent, third-party penetration tests, Origami conducts vulnerability assessments and monitoring on an ongoing basis to continually test and improve security measures.

12. Describe your method of backups (both automated and manual) and Data warehousing.



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Origami is deployed as a hosted, SaaS offering, and all backup and recovery operations are managed by Origami's IT Operations team.

Data Backup

All databases within the Origami environment are mirrored on an exact copy. This copy is in stand by and any database can be failed over to the mirror whenever a database failure occurs.

All data maintained within the Origami database goes through a backup process. Backups occur on multiple levels to provide for redundancy, reliability, and multiple recovery paths. Database level backups are taken incrementally for client data. These backups occur at 15-minute intervals and include all database transactions. Incremental backups also occur nightly. Full backups occur weekly for client data. Origami shared, support and common data is backed up on a nightly basis. Full backups are taken weekly for this data set as well. All incremental backups are taken on disk volumes separate from where the original data resides.

Backup media is backed up to separate physical media within the Amazon S3 environment on a weekly basis. This media is in turn mirrored and backed up within the Amazon infrastructure, providing an added level of redundancy.

All backups are monitored by Origami personnel. Backup failures are acted upon in a timely fashion to assure constant coverage of client data.

13. Describe features or safeguards built into the proposed system for identifying and preventing encoding errors or misapplied transactions.

For historical data, Origami undertakes an exhaustive analysis of provided data and works with the client to assess all fields and codes. The administration module in Origami provides a summary level view of the configured data conversions and their corresponding statuses with respect to job completion and error/exceptions.

For new and ongoing data (either entered by users or imported from other sources), Origami has preventative measures in place to ensure the quality of data being added. Origami has built-in functionality around common industry business rules (e.g. report data cannot take place before loss date, required fields in structured data types, etc.). As an additional layer, we have data validations that are applied as data is being entered/saved. We proactively work with the client to understand what data validations should take place to ensure the integrity of entered data. These validations can either auto- correct mistakes or prevent the user from saving records until the issues have been fixed.

14. Describe the proposed system's ability to allow for data entry corrections.

We proactively work with the client to understand what data validations should take place to ensure the integrity of entered data. These validations can either auto-correct mistakes or prevent the user from saving records until the issues have been fixed.

We can create custom report templates based on any criteria supplied by the client in order to check (and ultimately fix) certain data. If the client suspects that a team or division is entering data improperly, we can centralize reports around specific locations or specific fields. The mistakes can often be bulk repaired and new validations can be added to increase ongoing optimal data entry

15. Describe how subrogation recoveries are handled in your system.



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Recovery and subrogation records in Origami, both expected and actually recovered, can be captured as financial transactions, as separate receivable records, or both, depending on the business process of the client. In all instances, Origami can support the client's desired workflows specific to recovery/subrogation activities.

Financial Transactions

Origami comes standard with both recovery and subrogation financial buckets with detailed payment types for all claim records. Custom formulas can be created to subtract these amounts from the Total Paid amount on claims or to perform any other calculations as needed.

Receivables Module

Origami includes a receivables module to help clients become more efficient, better organized, and save time managing the effort of collections (recoveries, overpayments, subrogation payments, etc.) on individual claims. Through this module, individual payments associated with a receivable can be tracked as well as the outstanding amounts of the receivable, who it is assigned to, status, and age.

Receivable records are configurable to accommodate each client's individual needs. In addition, receivables can be optionally included or excluded from the claim financial calculations displayed on each claim record (incurred, paid, outstanding amounts).

Figure 16. New Claim Receivable. *Receivable records are used to capture recovery transactions in the system.*

16. Track key data elements such as name, address, reserves, and user changes historically within the claim record along with date/time when changes are made.

System administration settings in Origami allow for an optional audit trail to be enabled for each module. Audit trails capture a complete history of every change including who made the change, when the change was made, the historical value, and the new value. Audit trails for individual records are viewable by anyone with security access to view audit logs from within the record that was changed. The enabled audit trail provides a 'User Activity' dataset that can be analyzed using standard self-service reporting tools.

17. Describe how your system tracks multiple claimants for one occurrence or incident.

Origami uses occurrence numbers to link multiple claims or incidents that result from the same event. There is no limit to the number of incidents/claims that could be generated and tracked resulting from a single occurrence.

Origami automatically assigns an occurrence number to new incidents when multiple incidents are reported together. Each incident reported is assigned the same occurrence number. If an incident is subsequently converted



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to a claim, it maintains the original occurrence number and links to related incidents or claims. Occurrence numbers can also be manually set on claims (or set automatically via claim feed from a TPA/external system) to associate specific records.

Origami provides an occurrence view, accessed from the occurrence-number hyperlink found on the incident/claim record. Clicking the link displays information from the lead (first) incident/claim and an aggregation of the financials across all of the claims (incidents do not have financials). It also shows a listing of all claims/incidents that make up the occurrence, recent transactions, and recent notes across all records. The records can also be viewed individually.

Occurrence - 97T7979797

Lead Claim Details

Occurrence Number

97T7979797

Employee

Audrey Jack

Location

000100 - Atlanta

Accident State

New Jersey

Report Date

02/19/2010

Date of Loss

02/17/2010

Description of Event

Loss Description

Lacerated leg on machinery

Event Description

Claimant tripped on machine that was left out

Carrier

Cigna

Current Financials

	Paid	Outstanding	Incurred
+ Medical	4,000.48	1,000.98	5,001.46
+ Expense	4,000.48	0.00	4,000.48
+ Indemnity	4,000.48	0.00	4,000.48
+ Legal	4,000.48	0.00	4,000.48
+ Other	4,000.48	0.00	4,000.48
+ Recovery	4,000.48	0.00	4,000.48
+ Subrogation	4,000.48	0.00	4,000.48
Ex-Expense	16,001.92	1,000.98	17,002.90

Claims in Occurrence (7)

Claim Number	Claimant	Location	Status	Coverage	Carrier	Date of Loss	Report Date	Total Incurred	Files
97T7979797	Audrey Jack	000100 - Atlanta	Open	Workers Compensation	Cigna	02/17/2010	02/19/2010	13,002.42	No files
NEW10000NEW	A123456789 B123456789 C123456789 D123456789 E123456789 F123456789 G123456789 H123456789	000090 - Brunswick	Open	Workers Compensation	Cigna	02/17/2010	02/19/2010	0.00	
NEW10000NEW	A123456789 B123456789 C123456789 D123456789 E123456789 F123456789 G123456789 H123456789	000076 - Carson City	Open	Workers Compensation	Cigna	02/18/2010	02/19/2010	0.00	
NEW10000NEW	A123456789 B123456789 C123456789 D123456789 E123456789 F123456789 G123456789 H123456789	000081 - Bismarck	Open	Workers Compensation	Cigna	02/19/2010	02/19/2010	0.00	
NEW10000NEW	A123456789 B123456789 C123456789 D123456789 E123456789 F123456789 G123456789 H123456789	000076 - Carson City	Open	Workers Compensation	Cigna	02/20/2010	02/20/2010	0.00	
NEW10000NEW	A123456789 B123456789 C123456789 D123456789 E123456789 F123456789 G123456789 H123456789	000052 - Anchorage	Open	Workers Compensation	Cigna	02/21/2010	02/21/2010	0.00	
TRANTRAN9999	A123456789 B123456789 C123456789 D123456789 E123456789 F123456789 G123456789 H123456789	000087 - Bismarck	Closed	Workers Compensation	Cigna	02/17/2010	02/19/2010	4,000.48	

Recent Transactions

Date	Type	Payee	Service From	Service To	Payment	Reserve
11/17/2010	Indemnity Payment	placeholder	11/17/2010	11/19/2010	0.00	
06/25/2010	Medical Reserve	Barney Rubble	05/12/2010	05/11/2010		1,000.98
03/14/2010	Claim is Closed					
03/13/2010	Subrogation Payment - Subrogation Payment				1,000.12	
03/13/2010	Recovery Payment - Recovery Payment				1,000.12	
03/12/2010	Other Payment - Other Payment				1,000.12	

Printable Abstract

Open Tasks

No open tasks

All Notes

Claimant left work on 5/23/20

Fred Flintstone on 5/23/10

Claimant left work on 5/23/20

Fred Flintstone on 5/23/20

Claimant left work on 5/23/20

Fred Flintstone on 10/10/10

To: Test User From: Me Subject: Body: This is a test of the emergency broadcast system

Michelle Weatherill on 02/19/2010

This is a test...open

Michelle Weatherill on 02/19/2010

Recent Emails

No emails

Figure 17. Occurrence View. The occurrence view in Origami displays all of the incidents/claims associated with the occurrence.

18. Describe how your system tracks identical claimants, provided there is an identical data such as a social security number or other information capable of making a match and populating the claim window.

Origami can alert users of any duplicate claims. Origami has a coverage-specific setting that determines the fields to compare when checking for duplicate claims. Examples of fields used for a duplicate claim check include claimant, loss date, location, and social security. Origami provides an on-screen alert for the potential for duplication and also presents a challenge when a user tries to save the record.

For more information on duplicate claim flagging in Origami, please view the video at the following link:

<https://live-tv.origamirisk.com/OrigamiTV/Video/DuplicateClaims>

19. Describe how new claims are established. Basic requirements for a claim system. No need for explicitly noting in Scope of Work.

Origami offers an end-to-end claims management solution for consolidating all a client's claims data across all lines of coverage, streamlining workflow processes, and analyzing claims data to identify and take strategic action to reduce claim costs. Table 8 provides an overview of the key elements of our proposed claims management solution.

Table 8. Claims Management Features

Key Element	Description
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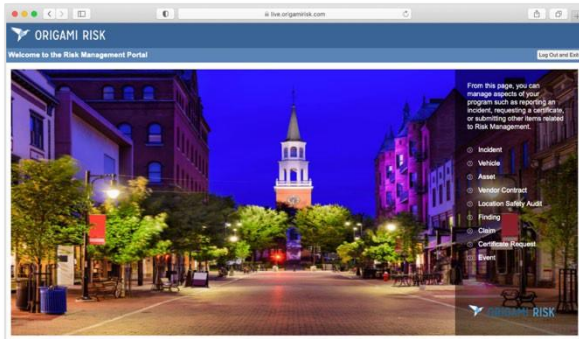


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Claim Intake

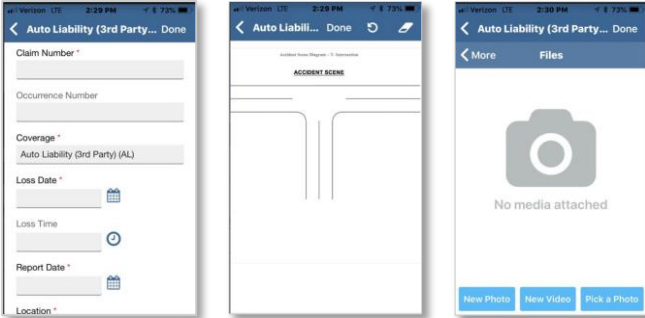
Origami's claim intake system streamlines the collection of accident and injury data. With online or mobile access to customized, interview-style forms, users can quickly and accurately enter claim details. Origami's claim reporting options are described below.

As a multi-line solution, the claim intake forms are configurable by line of coverage to capture all required data for each coverage type. When entering a claim, the reporting individual first selects the line of coverage. This selection drives the appropriate intake screen (form) where all the claim details are entered. In addition, the entered data can trigger a wide array of workflow actions, to match each client's desired processes.

Key Element	Description
Direct System Entry	Named users with the appropriate security permissions can manually enter claims directly into the system through the claims module. 
Anonymous Collection Link or Portal	Anyone can enter claims into the system through an anonymous collection link or portal. Anonymous collection links allow clients to build external webpages or portals tailored specifically to them, with the ability to customize the layout and design of the page, including what data can be submitted. Portals are accessed through an anonymous collection link embedded behind a button on the client's website or intranet. No user credentials are required. 



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	Mobile Forms App	Designated users can enter claims into the system remotely using Origami's Mobile Forms app, available for download on Android and iOS devices. The submission of incidents via the Mobile Forms app can be completed with or without internet connection. If there is no connection at the time of entry, all data entered into the app is encrypted in the user's phone or tablet where it is securely stored until a connection is available and the data can be submitted. 
	Third Party	Origami accepts claim data from third-party sources, including carriers and TPAs.

20. Describe how reserves are established in a new claim setup. Notification for reserves. Can a claim be set up without a reserve?

Origami provides simple tools for setting reserves and/or making updates as the claim progresses. Users can enter a single reserve in the system or use the reserve worksheet to update multiple financial types at once. As a standard feature of Origami, outstanding reserves are automatically zeroed out/balanced upon claim closure.

Initial reserves can either be set via workflow using default amounts (e.g., \$500 initial medical reserve for any new workers' compensation claim marked as med only or indemnity) or added by users using the system's configurable reserve worksheet tools.

For additional information on reserve worksheets in Origami, please view the video at the following link:
<https://live-tv.origamirisk.com/OrigamiTV/Video/ReserveWorksheet>



Reserve Worksheet for Claim WC15-000000131 Save and Complete Save or Cancel

Claim Number: WC15-000000131

[Collapse All](#)

	Paid	Reserves	Outstanding	Set Reserves To
+ Medical	25.00	3,000.00	2,975.00	6,000.00
[None]	25.00	0.00		0.00
R1 - Medical Reserve	0.00	3,000.00		6,000.00
Enter Attendant Care details below to calculate the Medical Reserve				
Cost/Day	100.00			
Days/Week	5			
Start Date	03/02/2017			
End Date	05/31/2017			
Weeks	12			
Calculated Med Reserve	6,000.00			
+ Expense	4,000.00	4,000.00	0.00	4,000.00
[None]	4,000.00	0.00		0.00
R2 - Expense Reserve	0.00	4,000.00		4,000.00
+ Indemnity	0.00	0.00	0.00	0.00
[None]	0.00	0.00		0.00
R3 - Indemnity Reserve	0.00	0.00		0.00
TTD - TTD	0.00	0.00		NaN
PTD - PTD	0.00	0.00		0.00
PPD - PPD	0.00	0.00		0.00
Enter TTD Start and End Dates below to calculate the TTD Reserve				
Scheduled Benefit				
TTD Start Date				
TTD End Date				
TTD Weeks				
Calculated TTD Reserve				NaN
+ Legal	0.00	0.00	0.00	0.00
+ Other	0.00	0.00	0.00	0.00
- Recovery	0.00	0.00	0.00	0.00
- Subrogation	0.00	0.00	0.00	0.00
Net Incurred	4,025.00	7,000.00	2,975.00	10,000.00

Enter a note for reserve changes

Body

Note Type

Figure 18. Reserve Worksheet. *Origami's reserve worksheets provide a deeper dive into their specific reserving practices.*

There is no requirement to set a reserve when a claim is entered.

21. Describe the reserve tracking history. Reserves limit protections.

All historical reserves are tracked and viewable within all transactions, which are accessed from the claim record. Financial limits for reserves are set within the administration module.

Reserve worksheets can incorporate data from the claim and include detailed calculation logic to determine appropriate reserves for financial types. Reserve worksheets also allow for user-financial- authority limits and escalation workflows to supervisors or senior staff for final review and approval.

22. Describe the supervisory control functions for Diaries, Reserves, Payments, etc.

Supervisors have access to tasks assigned to their team allowing them to track progress. Escalation workflows can be set as well to trigger notifications to be sent to supervisors alerting them to missed deadlines.



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Reserve worksheets allow for user-financial-authority limits and escalation workflows to supervisors or senior staff for final review and approval.

Automated alerts/notifications can be automatically sent to appropriate user(s) when a claim is reported based on specific criteria using data entry events in Origami.

Origami's data entry events allow client-defined events to drive one or more automated actions. Data entry events can be created on any data type in the system. When configuring a data entry event, users first define the event and then add one or more actions to be triggered by the event. There is no limit to the number of actions one event can trigger.

Claim records can be configured to include a complex checkbox, that once checked, indicates a claim is complex and triggers an alert/notification to be automatically sent to appropriate user(s). Alternatively, business rule can be configured such that when a claim meets certain pre-defined criteria, it is designated as complex, and an alert/notification can then be automatically sent to appropriate user(s).

23. Do Reserves and Diary entries automatically zeroed out when a file is closed?

As a standard feature of Origami, outstanding reserves are automatically zeroed out/balanced upon claim closure and future diaries/notes/tasks can be marked as complete.

24. Describe the feature and licensing requirements for concurrent sessions. Identify maximum number of screens allowed.

Origami has provided in our proposal named licenses for the users identified. Each of those users can manage concurrent records/activities via the utilization of multiple windows of their web browser. Origami does not impose a maximum number of screens/windows open.

25. Describe the feature to store historical data for current time comparisons. (For example, compare the last six months with each prior four years).

Several of Origami's standard report templates can be run as-of a specified point in time as Origami stores prior values for the fields essential to tracking the status of a claim over its life. Multiple valuation dates can also be included in a single report template.

In addition, Origami offers several report templates that include point-in-time comparisons, including the financial comparison and prior period comparison templates. The financial comparison over time report compares claims at two different points in time. The prior period comparison report allows users to compare a period in one year with an equivalent period in the prior year. Origami also has a prior period comparison (four periods) template that compares four periods.

For an overview of these report templates, please view the videos at the following links:

- <https://live-tv.origamirisk.com/OrigamiTV/video/FinancialComparisonTemplate>



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- <https://live-tv.origamirisk.com/OrigamiTV/video/FinancialComparisonTemplate>

26. Ability to scroll forward and backward within any particular on-line screen including search results.

Origami supports scroll functionality as well as backward/forward between screens.

Data is captured within separate modules (e.g., incidents, locations, audits, contacts, etc.), accessible via the navigation bar at the top of the screen. From within each module, users can access individual records to view specific content related to that record. Individual records within each module can also be linked to other system records via Origami's contemporary link-based architecture, allowing for easy navigation between related records.

27. Describe the level of integration the system has with the database. Does your system have the ability to incorporate form letters, merge data elements into forms from proposed data base using Word, Excel and Access?

Origami's mail merge functionality allows Word and PDF files to easily be created from templates stored in the system. The templates can include fields for data mapped from the system and any desired formatting/letterhead. The templates are uploaded into the system through the administration module and tied to specific record types. Once uploaded, the templates are available for generation, download, and email distribution or can be automated using workflow tools. Origami supports an unlimited number of templates.

Mail merge templates saved within the administration module of the system can be modified at any time from within the system and without the use of coding by users with the appropriate security permissions, as necessary. No custom coding or IT intervention is required to deploy a new form or make changes to an existing forms. Changes to forms are reflected immediately once the new version of the form has been saved.

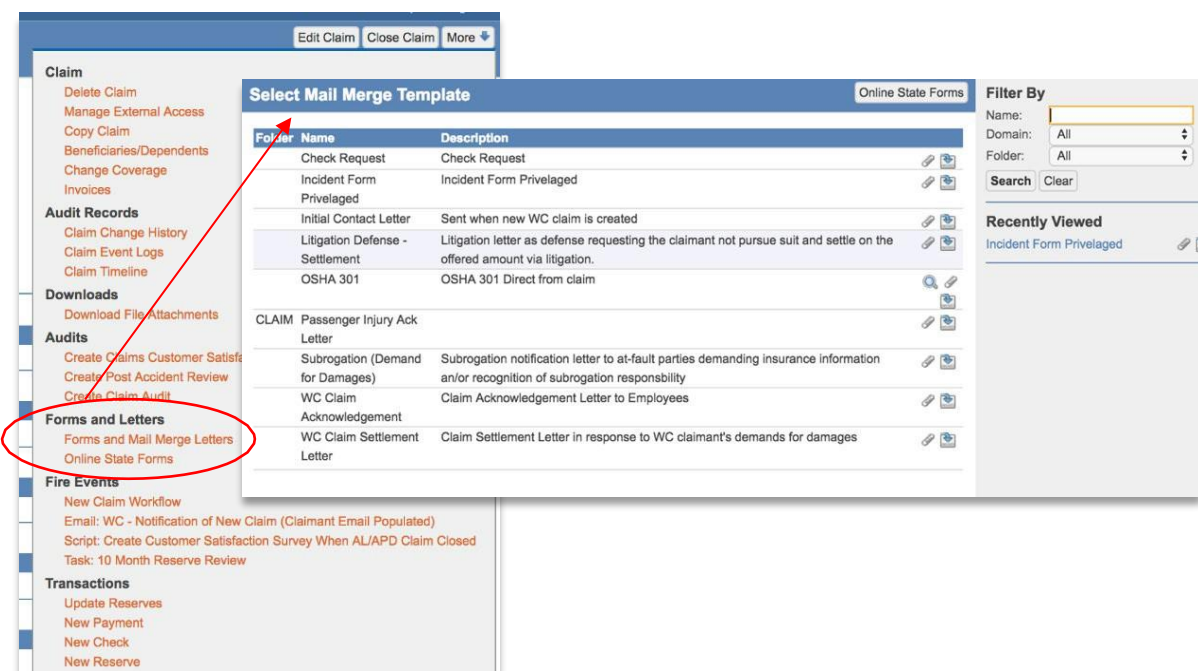


Figure 19. Mail Merge Templates. Users can generate forms and letters via mail merge functionality, accessible directly from the applicable record.



Accessible from the administration module of the system, the data export center simplifies the process of bulk exporting key business object types to flat file or Excel. The process allows for selection and ordering of the desired output columns. All existing records for a client are exported and a log is provided to assist in troubleshooting. Available domains include claims, transactions, notes, locations, territories, and policies. Filtering records within a client is not possible nor is updating the exported records when the export process is complete. Delivery methods include FTP, FTPS, SFTP, or the ability to send a file link to a specified email address.

Name	Test	Delivery Method
Export Format	Fixed Width	Send File Link
Include Header Row	Yes	FTP
Strip Delimiter	No	FTPS
Schedule	Not Scheduled - PGP Encryption Public Key must be populated in order to enable scheduling.	SFTP

Domain	Field List
Claim	
Transaction	
Note	
Location	
Territory	
Policy	

Figure 20. Data Export Center. The data export center enables extracts of key business objects to flat-file formats, delivered by secure FTP or email.

28. Automated state regulatory forms must be included. Describe how the system will allow client generated changes and automated notices with issuance of benefit payments.

Origami includes a library of taggable, fillable workers' compensation jurisdictional and OSHA forms. Our solution also supports EDI FROI/SROI submission to all 50 state jurisdictions through Mitchell International (the County has direct contract w/ Mitchell) and submits directly to CMS on behalf of our clients as a designee. Other regulatory reporting requirements can be configured in the Origami system either as a custom layout report using Origami's standard custom template tool, or as a scheduled data extract using Origami's data extract utility.

Origami streamlines the reporting of claim data to regulatory agencies—pre-fill FROI/SROI forms with the relevant information required by state jurisdictions; interface with the Section 111 COBSW to automate the reporting process to ensure CMS 111 compliance; and schedule OSHA log distribution and fulfill annual OSHA reporting requirements by generating files for upload to the agency's Injury Tracking Application. Any other regulatory reporting requirements can be configured in the Origami system either as a custom layout report using Origami's standard custom template tool, or as a scheduled data extract using Origami's data extract utility.

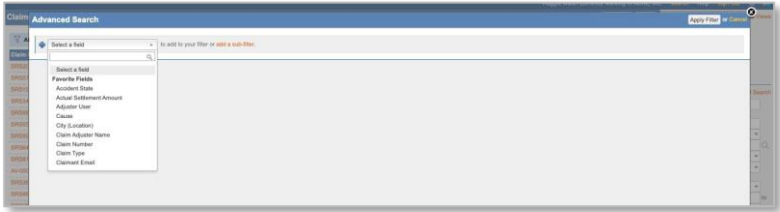
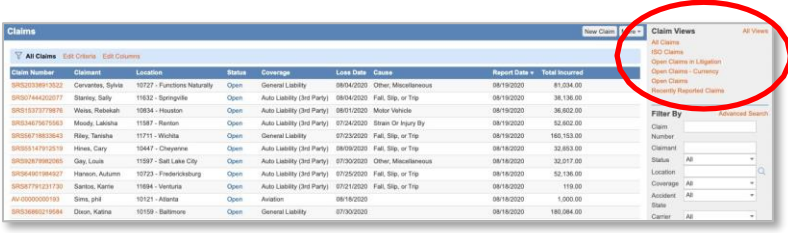
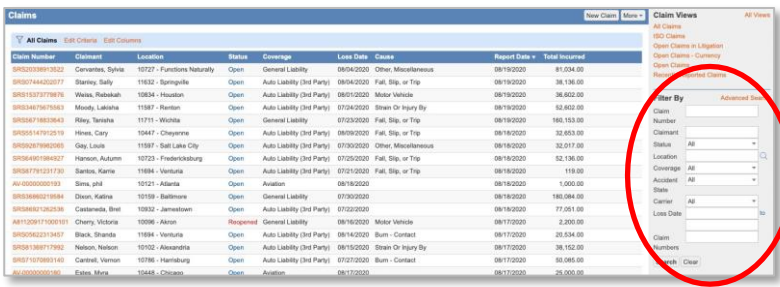
29. Describe the types of claim query capabilities within your system.

Searching for information within Origami is intuitive, replicable, and consistent across the application. Origami offers a number of ways to search for information within the system including advanced search, saved views, specific field filtering, and global search as subsequently described—making it easy for users to locate any desired information.

Table 9 details each search option available.

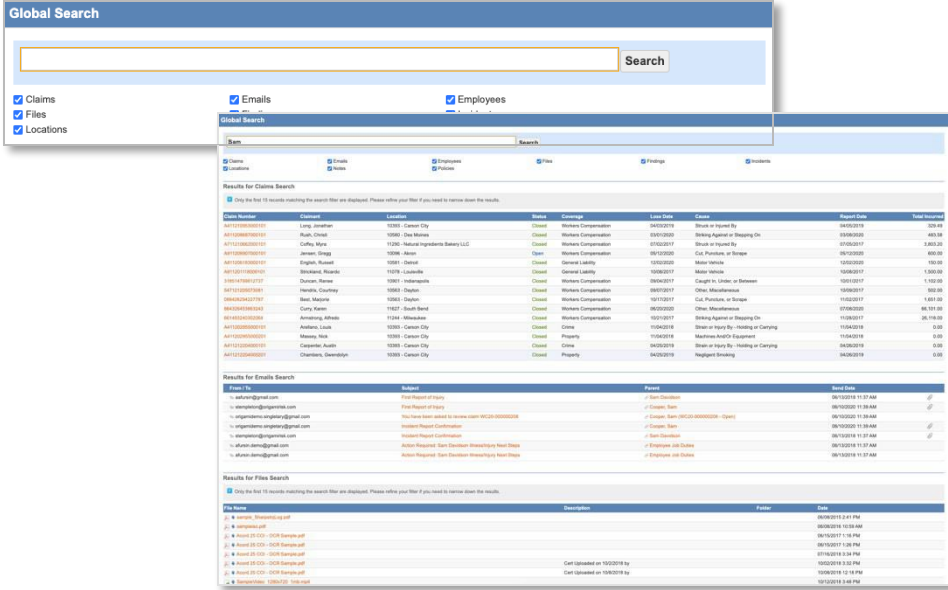


Table 9. Search Options

Option	Description
Advanced Search	The advanced search option allows users to create ad-hoc queries or filters using any field or combination of fields within the system. Advanced searches can then be saved (see saved view). 
Saved View	The saved view option allows users to select from a list of any saved searches from within a list of like records (e.g., incidents, claims, locations, contacts, etc.). Users can also make any of these saved searches their default view when accessing that specific module (i.e., this view is the first view they see each time they access that module of the system). 
Specific Filtering	The specific field filtering option allows users to search a list of records by a single parameter (e.g., number, coverage, status, first name, location, etc.). The client can select the search parameter options. 



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Option	Description
Global Search	The global search option allows users to search across all data tables and areas of Origami including files, notes, and emails by key word or phrase. All files that are uploaded to Origami can be indexed and are searchable, with the exception of images and videos. Search results are grouped by area/domain.  The screenshot displays the 'Global Search' interface. At the top, there is a search bar with a 'Search' button. Below the search bar, there are three tabs: 'Claims', 'Emails', and 'Employees'. The 'Emails' tab is currently selected. The search results are displayed in a table with columns: 'Case Number', 'Claimant', 'Location', 'Status', 'Coverage', 'Loss Date', 'Cause', 'Report Date', and 'Total Amount'. The table shows several rows of data, including claims for 'Lump, Jonathan', 'Ruth, Cheryl', 'Coffey, Mary', 'Lester, Ralph', 'Engler, Russell', 'Shelton, Ricardo', 'Chenoweth, Thomas', 'Hendrix, Courtney', 'Reed, William', 'Curry, Kevin', 'Fleming, Michael', 'Andres, Louis', 'Molina, Rick', 'Cassanova, Austin', and 'Chambers, Devin'. Each row includes a 'Case Number', 'Claimant', 'Location', 'Status', 'Coverage', 'Loss Date', 'Cause', 'Report Date', and 'Total Amount'.

For more information on searching in Origami, please view the videos at the following link:

<https://live-tv.origamirisk.com/OrigamiTV/?topic=Search>

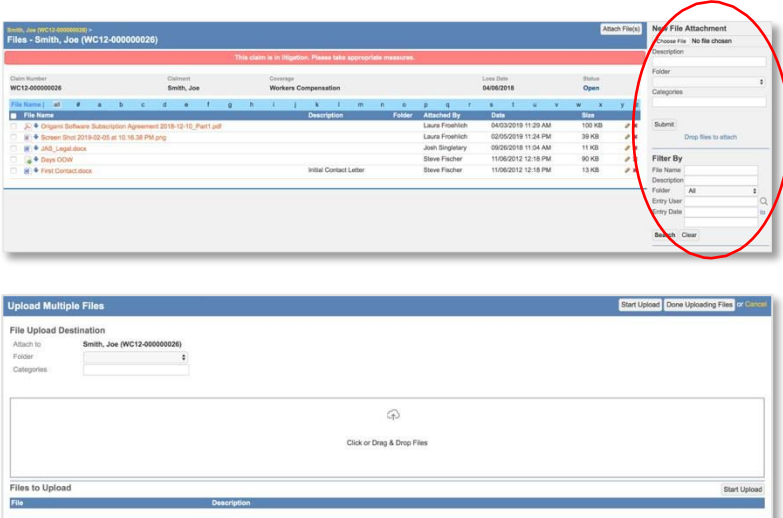
30. Describe in detail your document imaging application, including functionality and workflow. Imaging application must be user friendly and integrate with claims application modules. Scanning module must be able to accommodate up to page size 11in X 17in.

External scanners would be required for this, and the assumption is that San Bernadino County would continue to use the scanners in place with the current processes.

Once documents are scanned, files can be attached directly to and accessed from any record within the system. Users can easily upload files directly from their computer or any shared drive using one of several methods: choose a file, drag-and-drop functionality, emailing file attachments directly to specific records, or via document management functionality as described in the following table.

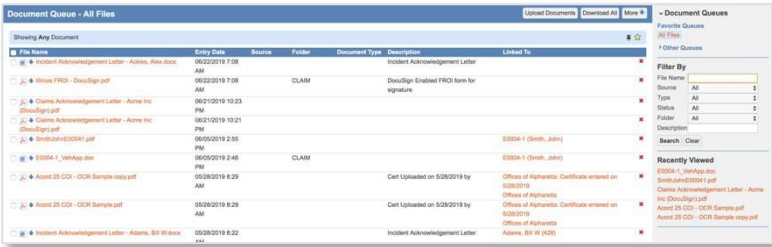


Table 10. Options to Upload Files

Option	Description
Choose a File and Drag-and-Drop Functionality	Users can upload relevant files directly to the applicable record via ‘choose a file’ or using drag-and-drop functionality. There is also an option to upload multiple files at once, as depicted in the second image below. 
Emailing into the System	Emails sent into the system have subject-line intelligence. If a record number is included in the subject line, any files attached to the email will then be attached to the subject-referenced record and the email text will be included as a note on the record. For more information on how to forward an email to Origami to be attached to a record, please view the video at the following link: Email Attachments



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Option	Description
Document Management Functionality	Origami's document management functionality allows for incredible efficiencies, enhanced workflow, and a truly paperless environment. Users simply scan their paper documents to a designated FTP site and Origami automatically connects to, retrieves, and uploads these documents into this system. The documents module then provides a global view of all attachments in the system in list format. Uploaded documents can be routed to user-defined queues (e.g., claims, incidents, contacts, medical bills, etc.) and from those queues, assigned to specific domains (e.g., claim file, employee record, incident report, etc.). Multiple document queues can be created with unique workflows enabled per queue based on the document type, document source, etc. Document queues can be secured so only users with appropriate security can view the contents within specific queues. The functionality is intuitive and user friendly, and as with all components of the system, it is capable of being configured to meet a client's unique preferences and workflows. 

Origami accepts any file format and large file sizes. Uploaded files retain their native format. Text-based files are indexed upon upload and the contents is searchable using Origami's global search feature. Files can be organized into specific folders or categorized with client-defined labels as desired. Security rights can then be configured limiting access to certain file folders/types to specific users.

31. Describe options for scanning correspondence, odd-shaped documents, etc.

External scanners would be required for this, and the assumption is that San Bernadino County would continue to use the scanners in place with the current processes.

Once documents are scanned, files can be attached directly to and accessed from any record within the system.

32. If your imaging application is not proprietary, list software compatible with your product.

External scanners would be required for this, and the assumption is that San Bernadino County would continue to use the scanners in place with the current processes.

33. List the scanners that are compatible with your product.

Origami does not impose certain scanners that must be utilized. Origami accepts any file format and large file sizes. Uploaded files retain their native format. Text-based files are indexed upon upload and the contents is searchable



using Origami's global search feature. Files can be organized into specific folders or categorized with client-defined labels as desired. Security rights can then be configured limiting access to certain file folders/types to specific users.

34. Describe how your system provides notifications for document delivery in your imaging application. Does this extend to claim modules? Correspondence history?

Notifications for new documents can be created using workflow functionality, including within the claims module.

Workflows specific to each client are configured during implementation but can be modified at any time by users with the appropriate security permissions through the administration module of the system.

35. Describe the correspondence history.

All correspondence loaded into the system are maintained. System administration settings in Origami allow for an optional audit trail to be enabled for each module. Audit trails capture a complete history of every change including who made the change, when the change was made, the historical value, and the new value. Audit trails for individual records are viewable by anyone with security access to view audit logs from within the record that was changed. The enabled audit trail provides a 'User Activity' dataset that can be analyzed using standard self-service reporting tools.

36. Describe how your imaging application flags important documents with the in-box.

Emails sent into the system have subject-line intelligence. If a record number is included in the subject line, any files attached to the email will then be attached to the subject-referenced record and the email text will be included as a note on the record.

]

A checkbox indicating document importance could be added to the workflow.

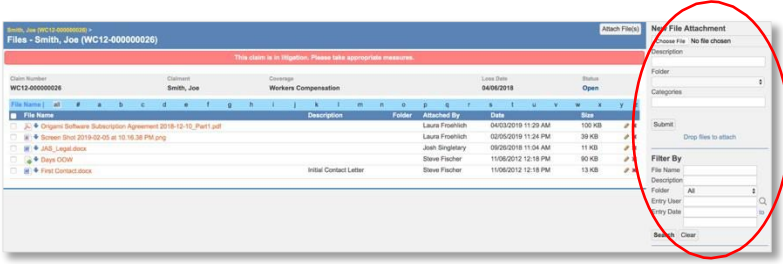
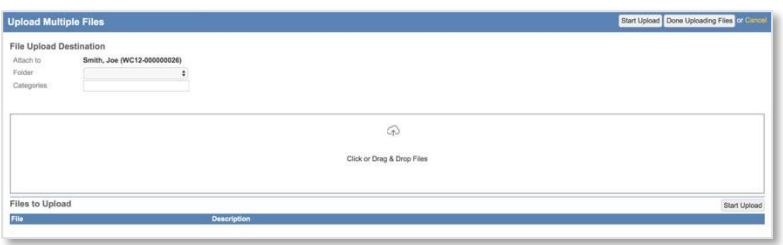
For more information on how to forward an email to Origami to be attached to a record, please view the video at the following link: [Email Attachments](#)

37. Describe how your imaging application e-mails or faxes, archived documents or documents are contained in the in-box.

Files can be attached directly to and accessed from any record within the system. Users can easily upload files directly from their computer or any shared drive using one of several methods: choose a file, drag-and-drop functionality, emailing file attachments directly to specific records, or via document management functionality as described in the following table.

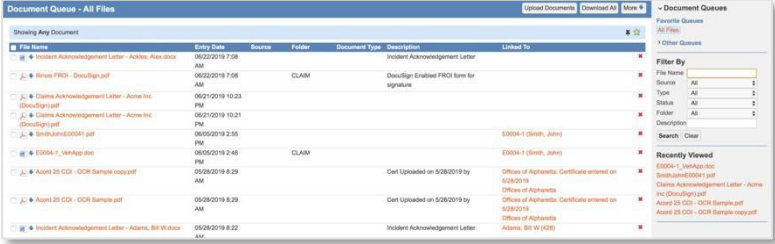


Table 11. Options to Upload Files

Option	Description
Choose a File and Drag-and-Drop Functionality	Users can upload relevant files directly to the applicable record via ‘choose a file’ or using drag- and-drop functionality. There is also an option to upload multiple files at once, as depicted in the second image below.  
Emailing into the System	Emails sent into the system have subject-line intelligence. If a record number is included in the subject line, any files attached to the email will then be attached to the subject-referenced record and the email text will be included as a note on the record. For more information on how to forward an email to Origami to be attached to a record, please view the video at the following link: Email Attachments



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Option	Description
Document Management Functionality	Origami's document management functionality allows for incredible efficiencies, enhanced workflow, and a truly paperless environment. Users simply scan their paper documents to a designated FTP site and Origami automatically connects to, retrieves, and uploads these documents into this system. The documents module then provides a global view of all attachments in the system in list format. Uploaded documents can be routed to user-defined queues (e.g., claims, incidents, contacts, medical bills, etc.) and from those queues, assigned to specific domains (e.g., claim file, employee record, incident report, etc.). Multiple document queues can be created with unique workflows enabled per queue based on the document type, document source, etc. Document queues can be secured so only users with appropriate security can view the contents within specific queues. The functionality is intuitive and user friendly, and as with all components of the system, it is capable of being configured to meet a client's unique preferences and workflows. 

Origami accepts any file format and large file sizes. Uploaded files retain their native format. Text-based files are indexed upon upload and the contents is searchable using Origami's global search feature. Files can be organized into specific folders or categorized with client-defined labels as desired. Security rights can then be configured limiting access to certain file folders/types to specific users.

38. Describe how your imaging application annotates a document.

Users can add notes to system records either free form or using definable note templates, both offering full formatting and spell check capabilities. Users can modify and delete notes simply by selecting the appropriate action button from the All Notes list. All notes include a date/time stamp from when they are created/modified. Users can assign notes a type (defined by the client) to categorize them. Security permissions can be applied, limiting the ability to view/modify/delete notes to specific users based on note type. Individual notes also support direct file attachment reducing the need to have to search through a long list of files at the record level.



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Figure 21. Notes. Notes are displayed in a chronological list with filter, sort, and export capabilities.

For more information on notes in Origami, please view the videos at the following links:

- Notes: <https://live-tv.origamirisk.com/OrigamiTV/Video/NoteSettings>
- Note Templates: <https://livetv.origamirisk.com/OrigamiTV/Video/NoteTemplates>

Using document controls documents users can:

- replace text
- add watermarks
- rotate, move and delete pages
- crop, insert, merge and split/extract pages

39. Describe what safeguards your imaging application has to protect documents from deletion.

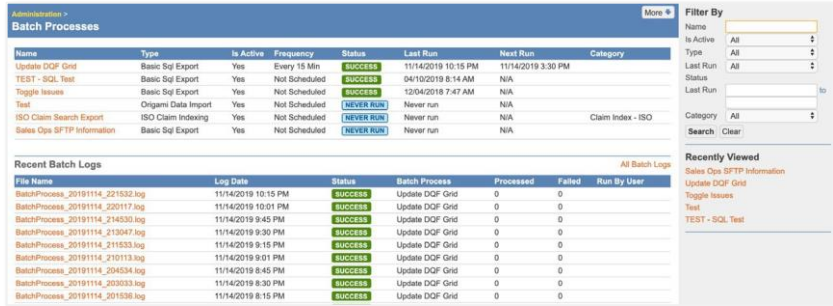
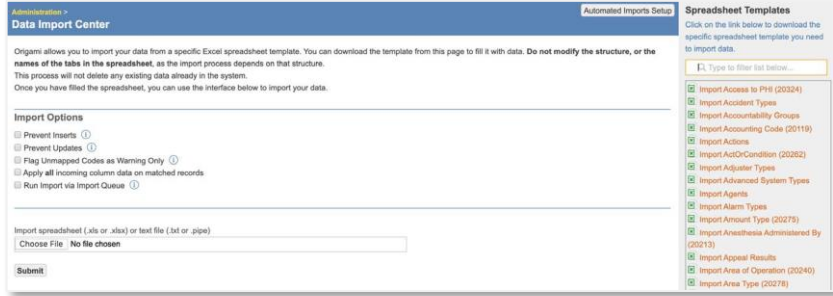
Origami allows permissions to be set limiting delete rights based on role within the County.

40. Describe how your system interfaces with other internal systems, such as SAP, payroll interface, billing systems and electronic funds transfers, as required. Provide a list of companies or systems that your system has interfaced with and identify if this is a customization or standard feature.

Origami was built to integrate with third-party applications without the need for custom development. As further described in the following table, Origami offers an extensive web services API and also provides on-screen automated file import/export tools to facilitate system integrations of varied complexity and frequency desired by the client.



Table 12. Integration Options

Solution	Description
API/Web Services	Origami's REST API supports basic create, read, update, and delete actions as well as uploading files and requesting reports. The consumption of REST-based calls requires the sending system to comply with our REST API authentication methods. Often some setup/configuration is required to determine the REST actions and specific JSON content. Origami also offers webhooks which allow third parties, on the behalf of the client, to push data to Origami in a format outside of the existing actions that we have defined in our standard web services. These are account-specific configurations. The following sites offer documentation on Origami's REST API: https://live-api.origamirisk.com/OrigamiAPI/help/index (live) https://staging-api.origamirisk.com/OrigamiApi/help/index (staging)
Batch Process	Origami's batch processing tool is an on-screen administrative tool that gives Origami's service professionals and clients the ability to perform custom scripting of the database, with full scheduling capabilities, manual process kickoff and encryption. This is used to facilitate flat-file data exchanges via secure FTP site. 
Data Import Center	Origami's data import center comes with pre-defined spreadsheets that can be used to import data such as locations, policies, HR information, vehicles, or any of the over 75 other standard data sources provided. The spreadsheets (or delisted files) are dynamic to allow for the import of custom fields and can be scheduled and pulled into Origami at any frequency needed by the client. 

41. Can your system import/export data easily in various formats, i.e., PeopleSoft, Text File, Word, Excel, PDF, XML, ASCII, etc.?



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Imports

Origami supports the following file formats: Flat files, Excel, SQL Server data files, and Oracle database files.

Exports

Users can export reports to Excel, PDF, or Word; dashboards to PDF; and individual dashboard widgets to Excel, PNG, SVG, or JPG (for those containing charts), or emailed as PDF.

When a user runs a report, it natively runs out to the browser, supporting HTML.

Users can create PowerPoint presentation templates that contain graphical reports that are populated with data contained in Origami and automatically updated.

42. In relation to item number 41, is the ability to import and export data dependent on the latest version of the above formats?

It would not need to be the most recent version of the above formats.

43. Describe how your system tracks claims per cause, location, insurance program, etc.

This information is tracked on the claim record (cause, location) and can be used to filter claim data (reports, dashboards, etc.).

44. Describe your system's ability to automatically populate tables, "drag and drop" attachments, populate additional information for line items, build and integrate relational database.

Automatically Populate Tables

Fields and forms (screens) across the system are fully configurable to unique client requirements through on-screen administrative tools that require no advanced technical knowledge or custom development.

Taking advantage of Origami's form configurability, fields can be pre-filled with a default value, formula, lookup to another system record, or using demographic information from the user's profile. As such, information from external systems can be imported to Origami and used in field auto-lookups to minimize manual data entry.

Drag and Drop Attachments

Users can upload relevant files directly to the applicable record via 'choose a file' or using drag-and-drop functionality. There is also an option to upload multiple files at once, as depicted in the second image below.

Relational Database

Origami offers a relational database, so while the specific areas/domains of the system (e.g., policies, claims, locations, contacts, etc.) are separated into modules, the individual records within each module can be linked to other records, as necessary, allowing for easy navigation between related records. For example, from a location record, users can also view associated incidents, claims, policies, vehicles, assets, etc.



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45. Describe the audit trail capabilities.

System administration settings in Origami allow for an optional audit trail to be enabled for each module. Audit trails capture a complete history of every change including who made the change, when the change was made, the historical value, and the new value. Audit trails for individual records are viewable by anyone with security access to view audit logs from within the record that was changed. The enabled audit trail provides a 'User Activity' dataset that can be analyzed using standard self-service reporting tools.

46. Describe your test environment. What type of environment do you provide for testing of modifications or enhancements for each module/application before moving into production?

Origami maintains development, staging, and production environments. The development environment is only accessible by members of the Origami IT Operations team though clients generally have access to staging and production environments. Staging access is provided during implementation for client acceptance testing and evaluation purposes. All environments maintained by Origami leverage the same security model and controls.

47. List features you plan to have in the future. Please describe their feature, date available and price.

Origami has a roadmap in place to expand platform capabilities. Below are some examples of initiatives we have set forth for the next 3 to 4 years:

- Enhance the user interface and user experience of our platform by modernizing the platform and system design
- Develop Origami documentation and knowledge to include recent platform expansions
- Expand API capabilities and create Software Development Kit
- Internationalize the platform by improving currency and language capabilities [remove this bullet]
- Analyze and evaluate usage analytics to understand the behavior patterns of more than 100,000 end users to continue to better the platform
- Enhance reporting and analytic capabilities
- Explore robotic process automation, artificial intelligence, and Internet of Things opportunities
- Updated Mobile application to improving the experience as well as expanding capabilities of our mobile tool
- Improvement of Internal tools that provide benefit to our clients through providing solution best practices as well as increased speed of implementation

A distinguishing characteristic of Origami is our ability to quickly respond to the needs of our clients. Our Development team operates using an iterative development cycle that releases upgrades on average every 12 weeks—providing new and upgraded capabilities to our software to meet the evolving needs of our clients.

Requests from clients, prospects, and internal analysts are combined into a single queue that is prioritized by Origami management. All application enhancements are rolled out to our servers only after sufficient testing.

Our Product team, who strategically and tactically manages our comprehensive platform, continually develops our product roadmap taking into consideration emerging market/industry trends along with current client needs. This allows us to take a forward-thinking approach to product development where we not only listen to our clients, but we can also lead them. In addition, we provide clients visibility into our roadmap and seek their feedback as new features are designed and developed.

All research and development efforts go directly to our single code base—as opposed to multiple versions of multiple systems—as we maintain one version of a single application platform in production at any one point in time.

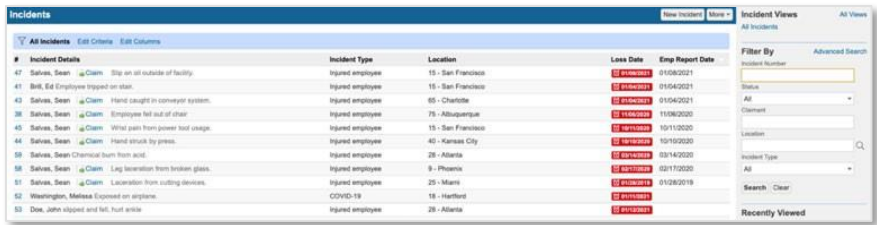


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48. Describe in detail your electronic incidents / claims reporting component.

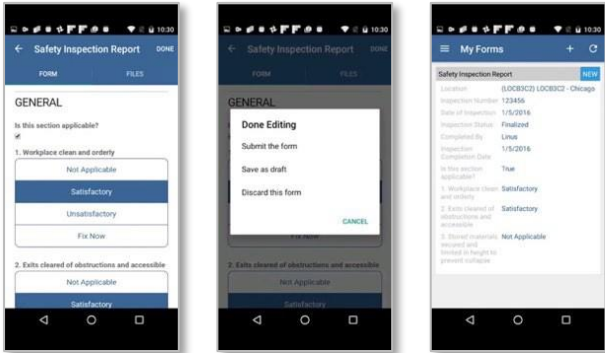
Origami's incident intake system streamlines the collection of incidents. With online or mobile access to customized, interview-style forms, users can quickly and accurately enter incident details. The following table provides an overview of Origami's incident collection options.

Table 13. Incident Reporting Options

Entry Option	Description
Direct System Entry	Named users with the appropriate security permissions can manually enter incidents directly into the system through the incidents module. The incidents module is highly configurable to allow clients to define the look and feel of an incident record by type of incident including what data is collected and all associated workflows. In addition to reporting new incidents, users can review/edit existing incident details, initiate investigations, add corrective actions, convert incidents to claims, and more from within this module. 
Anonymous Collection Link or Portal	Anyone can enter incidents into the system through an anonymous collection link or portal. Anonymous collection links allow clients to build external webpages or portals tailored specifically to them, with the ability to customize the layout and design of the page, including what data can be submitted. Individuals can access portals through an anonymous collection link embedded behind a button on the client's website or intranet or via QR code. No user credentials are required. 
Mobile Forms Application (App)	Designated users can enter incidents into the system remotely using Origami's Mobile Forms app, available for download on Android and iOS devices. The submission of incidents via the Mobile Forms app can be completed with or without internet connection. If there is no connection at the time of entry, all data entered into the app is encrypted in the user's phone or tablet where it is securely stored until a connection is available and the data can be submitted.



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Entry Option	Description
	

49. Describe any additional product functions or features to be delivered as part of your ACS (Automated Claim System).

The County clearly identified in the RFP requirements the desired components of the County's next claims system. In addition to those identified, Origami provides dashboard capabilities to provide insights into workflow/trends/case-load information. Contact management, location management, vehicle/fleet management, values/exposures tracking are some examples of other features/functionality that would be provided under the licenses allocated to the County for potential usage.

50. Does your system have analytics capabilities? If yes, describe in detail and provide samples.

Claims analysis is a crucial component to any effective claims management program. Origami gives users access to real-time data, allows them to easily compare claims and assess severity, and gives them the ability to make cause and effect correlations to spur actions. Users can quickly analyze and report on claim outcomes and financials in unique ways or tailor to the consistencies who need the information to make business decisions. Our solution offers:

- Claims comparisons
- Claims watchlist
- The ability to track historical reserve and payment changes
- The ability to manage claims by occurrence
- The ability to graph financial development of claims
- Dashboards and reports specific to claims analysis

51. Enhancements may be suggested but should be listed and priced separately for consideration from the core requirements.

Please see attached pricing information in Attachment E.

b. Technical Information



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1. List the minimum hardware configuration.

Origami is deployed as a cloud-based, SaaS solution hosted by AWS. There are no other deployment options. All hardware involved in hosting Origami is managed by AWS and is housed in secure data center facilities. AWS is certified to be compliant with SSAE 18 SOC 1, 2, and 3; ISO 27001; HITECH; FISMA; and FedRAMP.

Access to Origami requires only a modern browser with internet connectivity from any desktop or laptop computer (mac, PC) or mobile device (iOS, Android). There are no operating system requirements.

Origami is compatible with the recent and current versions of the following browsers: Firefox, Safari, Chrome, and Microsoft Edge. Origami is written to the HTML 5 standard and other browsers that support this standard should also work but have not been tested.

No additional hardware or software is required. That being said, many clients also have Adobe and Microsoft Office software installed on their users' computers. Although these programs are not required to use Origami, many documents linked to system records are in formats supported by these providers.

2. List the recommended hardware configuration. Use Attachment H – Hardware List.

Please see Attachment H at the end of this document.

3. Provide a list of platforms that your proposed system will run on. Identify the platform of preference.

Access to Origami requires only a modern browser with internet connectivity from any desktop or laptop computer (mac, PC) or mobile device (iOS, Android). There are no operating system requirements.

Origami is compatible with the recent and current versions of the following browsers: Firefox, Safari, Chrome, and Microsoft Edge. Origami is written to the HTML 5 standard and other browsers that support this standard should also work but have not been tested.

4. Describe the system architecture of your software.

Origami supports most modern browsers at the presentation layer. All requests pass through a threat management and load balancing system that provides a network firewall, filtering, logging, and intrusion prevention. The browser requests are passed on to the Origami Web Server, housing the web application, built on ASP.Net MVC and the linq-to-sql middle tier. The browser also interacts with the Report Server, housing the LogiXML Analytics tool in a seamless fashion. These servers interact with the Origami database on the backend. They also communicate with the Origami Application server through a database queuing mechanism. The Application Server is responsible for long running activities such as scheduled reports, data imports and data updates. The browser also interacts with the Check Server, built upon the SQL Server Reporting Services. The Application Server makes use of SQL Server Integration Services for data transformation and fast data loading capabilities.

5. Software must be the latest release at the time of the proposal opening.

Confirmed. As a SaaS solution, Origami maintains a single version of the application in production at any one point in time. All our clients are on the same, latest version—no client is left behind on the upgrade path and there is no sun-setting of support on versions.



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6. If your application is client/server, what portion of the application resides on the client versus the server?

This is not applicable; Origami is a SaaS solution.

7. Provide the minimum hardware requirements for the client or desktop.

Origami is deployed as a cloud-based, SaaS solution hosted by AWS. There are no other deployment options. All hardware involved in hosting Origami is managed by AWS and is housed in secure data center facilities. AWS is certified to be compliant with SSAE 18 SOC 1, 2, and 3; ISO 27001; HITECH; FISMA; and FedRAMP.

Access to Origami requires only a modern browser with internet connectivity from any desktop or laptop computer (mac, PC) or mobile device (iOS, Android). There are no operating system requirements.

Origami is compatible with the recent and current versions of the following browsers: Firefox, Safari, Chrome, and Microsoft Edge. Origami is written to the HTML 5 standard and other browsers that support this standard should also work but have not been tested.

No additional hardware or software is required. That being said, many clients also have Adobe and Microsoft Office software installed on their users' computers. Although these programs are not required to use Origami, many documents linked to system records are in formats supported by these providers.

8. List the programming language your product is written in.

Origami is built on the ASP.NET MVC framework and uses C#, HTML 5, JavaScript, CSS, and JQuery.

9. Describe your product's database.

Origami's database servers are running MS SQL Server 2019.

Origami offers a relational database, so while the specific areas/domains of the system (e.g., policies, claims, locations, contacts, etc.) are separated into modules, the individual records within each module can be linked to other records, as necessary, allowing for easy navigation between related records. For example, from a location record, users can also view associated incidents, claims, policies, vehicles, assets, etc.

10. Describe the backup and recovery procedures.

Origami is deployed as a hosted, SaaS offering, and all backup and recovery operations are managed by Origami's IT Operations team.

Data Backup

All databases within the Origami environment are mirrored on an exact copy. This copy is in stand by and any database can be failed over to the mirror whenever a database failure occurs.

All data maintained within the Origami database goes through a backup process. Backups occur on multiple levels to provide for redundancy, reliability, and multiple recovery paths. Database level backups are taken incrementally for client data. These backups occur at 15-minute intervals and include all database transactions. Incremental



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backups also occur nightly. Full backups occur weekly for client data. Origami shared, support and common data is backed up on a nightly basis. Full backups are taken weekly for this data set as well. All incremental backups are taken on disk volumes separate from where the original data resides.

Backup media is backed up to separate physical media within the Amazon S3 environment on a weekly basis. This media is in turn mirrored and backed up within the Amazon infrastructure, providing an added level of redundancy.

All backups are monitored by Origami personnel. Backup failures are acted upon in a timely fashion to assure constant coverage of client data.

Data Recovery

Origami recognizes that database backup processes go hand in hand with recovery processes. Unless clients can recover their data from backups and minimize business interruption due to database failures, even the most robust backup procedures can be proven useless.

Database recovery procedures must be enacted when database files become corrupted or an unwanted database operation has taken place. In most cases, database recovery consists of restoring a database at a point in time based on incremental backups. When necessary, full weekly backups must be restored. In extreme cases of multiple database failures, separate physical media will be used to restore client data.

Disaster Recovery

Origami's servers and data are housed within the Amazon Cloud platform. This platform is composed of infrastructure that spans multiple locations worldwide. This infrastructure provides a highly redundant and reliable environment that has been proven.

Since it is running in the cloud, Origami does not maintain physical servers that can fail or be lost to disaster. Instead, Origami keeps images of servers in the cloud environment and keeps client data in the database.

Origami keeps images in secure storage, backed up within Amazon's environment. Origami archives images for database, web, and application servers. Server failures caused by hardware faults or software corruption will trigger a recovery process. Origami personnel will obtain a server image from storage and bring it up into the network with a minimal amount of downtime.

This model also allows Origami to quickly respond to spikes in usage and processing requirements, as new servers can be brought up into the server farm.

11. Provide WAN bandwidth requirements to access data and information across a LAN/WAN.

Origami has a low bandwidth requirement and can be accessed effectively from LAN, WAN, and mobile connections.

12. Using your recommended hardware configuration, describe the response time for input, retrieval and viewing of claim data and images on your system. Is this response time the same for users in other locations?

The average response time after user input varies based on what function is being performed, but typical web page response is around 2 seconds. For example, a loss triangle with complex queries with multiple valuation dates or a



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search query or filter with multiple criteria and thousands of records to return can take longer than a simpler request. While Origami speed and performance have been scored high in user feedback.

Response time is similar across all locations, but is dependent upon each location's network set up, etc.

13. List type/make of printers your system supports. Is this client configurable or does it require vendor intervention to add printers to the system? Will your system support networked copiers?

Origami is able to work with any printers available and can work with networked copiers.

14. Your system must support windows point and click design that facilitates speed, functionality and ease of use.

Origami's link-based architecture allows for easy navigation between records/areas of the system and keeps button clicks to a minimum.

15. Describe how your system restricts or allows menus or data entry screens to groups of users.

Clients can control their users' access to all areas and features of the system using system roles and data access groups. The client's administrative users can assign any preferred roles and security-related permissions to client users through the administration module of the system. Logins are associated with both roles and data access groups.

Roles are used to provide permissions to the various areas of Origami. Roles can have view, create, edit, and delete permissions specified by area. There is no limit to the number of roles that can be created.

Examples of roles include Administrative User, Incident Only User, Check Approver, View Only User, etc.

Data access groups prevent users from accessing data they do not have permission to access in Origami. Origami supports data access groups specific to locations, business units, major coverages, contacts, files, notes, emails, templates, and more. Defined data access groups are assigned a set of records that designated users have permission to access. Origami has implicit checks built in to ensure that no data can be returned to users who do not have permission to access it.

For more information on role-based security in Origami, please view the video at the following link: [Role- Based Security](#)

16. Must have the ability to run queries or reports as needed during the business day without affecting end users response time from and access to the system.

Origami can run queries and reports throughout the day without impacting response time and access to the system.

17. Identify the computer storage space required for the client, server, or both; if applicable.

This is not applicable; Origami is a SaaS solution.

18. Describe how your system archives (purges) and restores claims and transaction data. Data Recovery



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Origami recognizes that database backup processes go hand in hand with recovery processes. Unless clients can recover their data from backups and minimize business interruption due to database failures, even the most robust backup procedures can be proven useless.

Database recovery procedures must be enacted when database files become corrupted, or an unwanted database operation has taken place. In most cases, database recovery consists of restoring a database at a point in time based on incremental backups. When necessary, full weekly backups must be restored. In extreme cases of multiple database failures, separate physical media will be used to restore client data.

Retention and Purge Policy

Each client's data is retained for the life of their contract. Archiving/purging is not necessary as significant data does not degrade performance. However, if required or desired by the client, Origami has experience working with clients to comply with their varied preferences and requirements related to retention and destruction of electronic records, or de-identification for historical tracking purposes.

The database backup system is configured to automatically purge data backups according to retention policies.

19. Describe steps/utilities involved in recovering a database in case of corrupted data.

This process is managed by our Database Administration Team and tested at least monthly which is evidenced in our SOC report. They can restore data from our backups which occur every 15 minutes.

c. Implementation, Training and Support Services

1. The Vendor shall pre-stage and test all proposed systems prior to on-site delivery.

Origami follows an agile methodology within our secure software development lifecycle. We deploy releases, on average, every 10 to 12 weeks. Each release is developed using Visual Studio and best practices for secure software development. When complete, the release undergoes comprehensive testing to ensure software functionality and system security.

Automated unit and integration testing as well as security, regression, functional, and performance testing is performed. Concentrated regression testing is performed at least 1 week prior to the live release.

Origami's developers and client service representatives test each change in a staging environment to identify any issues and impacts.

User Acceptance Testing

At the conclusion of the design phase, Origami then configures the system based on the finalized design decisions using an iterative approach. The agile approach is highly dynamic and focuses on responsiveness, adaptability, and client satisfaction—giving way to a more collaborative effort in the design, testing, and delivery of the system—and is what sets Origami apart from our competition. This approach saves our clients significantly in the delivery of their system as rework is minimized and implementation are completed in less time.



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During the system configuration process, working meetings are used to ensure key decisions regarding system configuration are being made in conjunction with the client, and concurrent with client users “testing” the system to understand and approve configuration decisions.

Client users are given access to a staging environment, used to configure each deliverable to the client's specifications, test interfaces, load historical data, etc. Configurations are based on iterative feedback in the form of user acceptance testing. This facilitates a tight feedback loop: client users test configurations and provide feedback to Origami who adjusts the configurations as necessary for client users to re-test; and so on. When the client is satisfied with the configurations made in the staging environment, Origami migrates the settings to a live environment.

2. The Vendor shall provide on-site administrative and end-user training of operators and end- user training will include hands-on trouble shooting training. Describe typical timeframe for comprehensive on-site training for the proposed system.

From a training perspective, it is important to note first and foremost, Origami is incredibly easy and intuitive to use. We focus specifically on a simplified, consistent user-interface when building each module and enhancement. Most of our clients can pick it up and start running with minimal or even no introduction at all. However, training is certainly critical to our clients' success, and we employ multiple levels of engagement in this area to ensure users are fully functional in our application.

We employ a unique “active-learning” methodology throughout our implementation process to ensure our clients are informed and familiar with the application as key aspects and modules are discussed. We have learned the earlier we provide guidance (from day one) on how the system functions, better and more informed decisions can be made on design and solution delivery. We engage our clients with each working meeting and provide training for each subject being discussed as we collaborate on the agenda topics. We have discovered this not only speeds up and improves the quality of implementations, but also provides a substantially more skilled client prior to go live in our application.

Through this approach, we have been able to consistently achieve a significant level of aptitude with most of our clients prior to formal training. This allows us to cover more solution-specific topics during formal training—instead of explaining how to do something, we can explain how the system works specifically for you.

We conduct formal training during implementation, either on-site or web based. This training is tailored to the client's users and covers all applicable features. Our approach to training is to design and plan training for each group of similar users. This allows us to customize the training to meet the specific use cases and workflow by audience. We work with the client to identify users and group them by role and use of the system. We use this information to first design the security parameters for each group of users, and then to outline the training requirements by workflow and then by specific module or feature of Origami. Our draft plan is refined with the client's input and finalized. Any training materials developed specific to these sessions serve as user reference guides once training has been completed.

Users have access to the Origami Guide and Origami Risk TV which provide how-to articles and video demonstrations of key features of the system. Users can access both the Origami Guide and Origami Risk TV from within the application.

Typical Training Requirements



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End user training takes 60 to 90 minutes depending on the content. Topics typically covered include accessing Origami, locating necessary information, getting help including tool tips, required fields, attaching documents, and running existing reports.

Functional users require a more detailed overview of the critical features of the application. We recommend an initial 2-hour session, a follow-up session in 60 days, and a separate 2-hour session on reports for applicable users. These users are trained on the following functions of the systems:

- System Navigation
- Claims Management
 - Searching for claims
 - Custom views
 - Adding claims
 - Adding and managing notes, tasks, emails, and files
 - Litigation management
- Claims Administration
 - Setting and modifying reserves
 - Adding payments and check processing
- Location/Department Management
 - Tree view
 - Updating location information
 - Adding and moving locations
- Reporting and Dashboards
 - Creating reports based on templates
 - Creating graphs
 - Adding filters and groupings
 - Ad-hoc reporting
 - Creating dashboards

System administrative users require the most extensive training. We recommend a full day of training; however, we recommend this training be broken up throughout the implementation process rather than all in one day. These users are trained on all the administrative functions of the system including:

- Field changes including additions, modifications, and deletions
- Code changes including additions, modifications, and deletions
- Form or screen changes including adding and removing fields
- Creation of workflows (data entry events and notification triggers)
- Template creation for mail merges, emails, notes, and tasks
- Adding/removing users
- Assigning security roles and permissions to users
- Overview of data update process
- Exception handling for data updates



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- Creating report templates
- Creating distribution lists for reports
- Creating dashboards and custom widgets

3. Provide, for information purposes only, a template or sample copy of your Service Agreement including guarantees and maximum assurances for reliability, quality, functionality and availability. Additionally, provide your method of problem resolution, problem escalation and list on non-performance remedies.

Our standard SLA sets forth certain financial credits in the event of failure to meet the uptime guarantee. Please see attached sample SLA in Appendix 2.

4. Is there an additional cost for service during non-regular business hours? Please explain.

Clients are in direct contact with their support team and can contact them by phone or email. Origami's normal hours of operation for support are Monday through Friday from 7 a.m. to 8 p.m. CT with work outside of those hours when the need dictates. There is no additional surcharge cost for service outside of these hours.

Clients can request urgent support by sending an email to a dedicated email address with the word "Urgent" in the subject line. An urgent request made between 7 a.m. and 8 p.m. CT is typically responded to immediately. The target resolution time for an urgent issue is as soon as possible.

Clients can also call any member of the Origami support team directly. If the client does not receive a prompt response, they can escalate the issue by contacting any Origami service or support employee or manager via contact information provided to the client.

5. The Vendor shall provide a single point of contact for supplies, ongoing education and training and other areas related to the operation of the system.

Origami also believes in a single point of contact allows for the best communications.

In addition to the service team who supports the client during implementation and their day-to-day use of the system, Origami provides an Account Management function focused on strategic client growth—a true long-term partnership with proactive guidance. Working closely with their service colleagues, Account Managers develop relationships, communication plans, and growth strategies while consistently advising clients on opportunities to further leverage Origami.

6. Describe customer service support for user, including but not limited to:

- On-line help messages,
- Hours of operation,



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- Days of operation,
- Response time,
- Trouble shooting capabilities,
- Staff allocation to support the above.

The Origami Guide and Origami Risk TV

Users have access to the Origami Guide and Origami Risk TV which provide how-to articles and videos for many of the key features of the system (e.g., dashboards and widgets, claims and incidents, locations, policies, etc.). The Origami Guide and Origami Risk TV are both accessible via the Help link within the system.

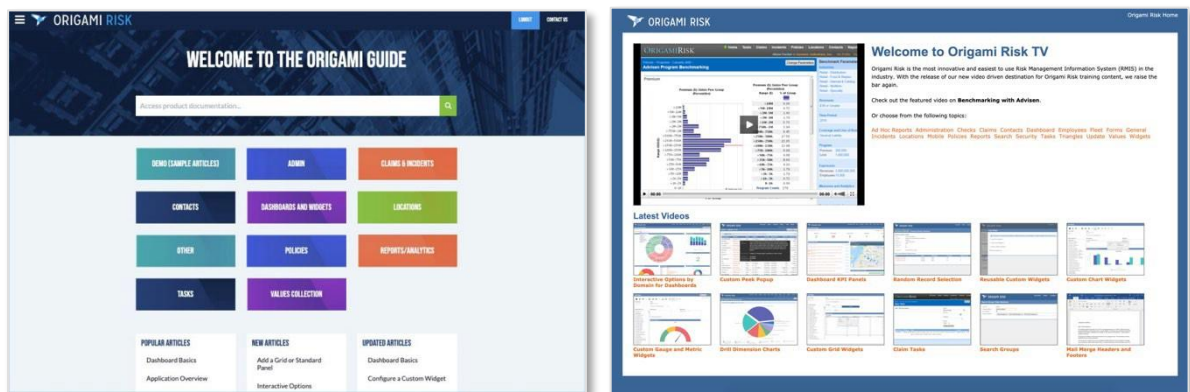


Figure 22. Origami Guide (l) and Origami Risk TV (r). Available to all system users, the Origami Guide and Origami Risk TV provide help articles and videos on many of the key system features and functionality.

Context-Sensitive Help

Throughout the system, Origami provides contextual help with on-screen written instructional material for more complex system features such as creating ad-hoc or custom report templates, configuring/modifying fields and forms, creating workflow rules, etc.

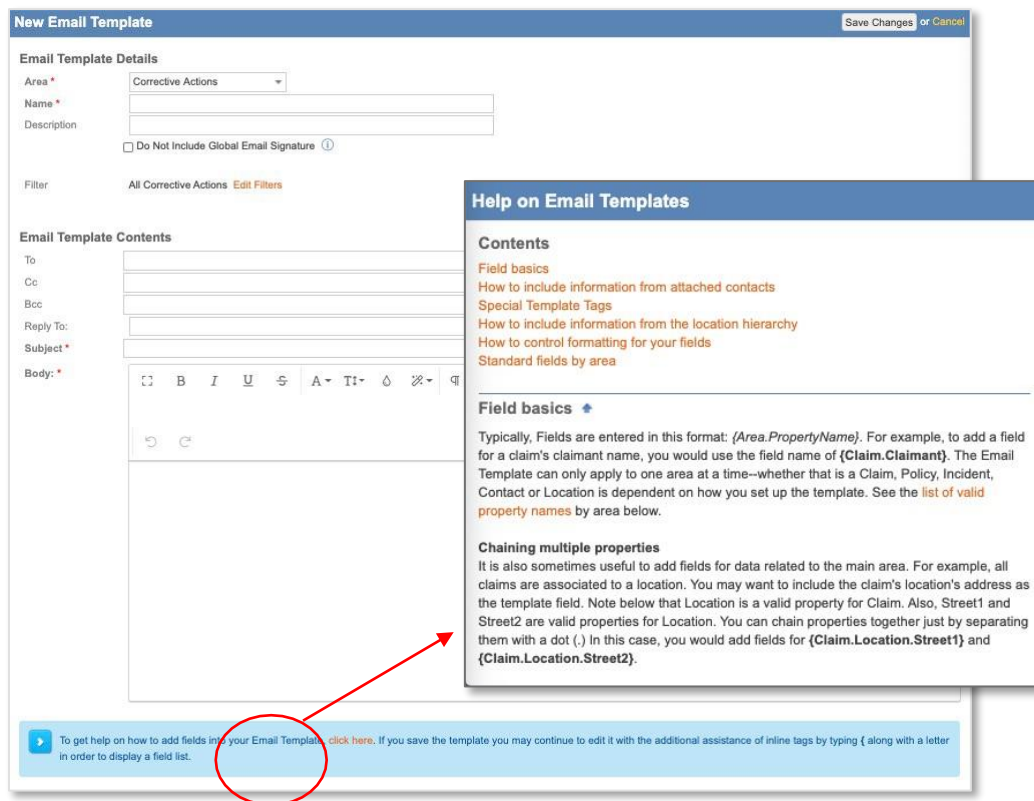


Figure 23. Context-Sensitive Help. Users are presented with help menus and instructions throughout the system when configuring complex features. Clicking the help link brings up full instructions and reference materials for that function.

Ongoing Support

It is important to note, Origami has a unique and highly successful approach to ongoing support in that the team who brings a client through the implementation process is the same team who provides ongoing support post go-live. This approach ensures each client has a dedicated team and contacts for ongoing support that knows them, their business, how they use the system today, and their plans for tomorrow. It also eliminates the knowledge loss typically experienced during the handoff from implementation to ongoing support.

Our contracts include a body of ongoing support hours per year that the client can use as they see fit. As described in our standard Statement of Work, professional services include any work performed by Origami professionals on behalf of the client. Examples include user training, general assistance using the system, helpdesk support for users, configuration of new features for client's use, maintenance of screens and system configurations as workflows evolve, configuration of customized reports, maintenance or modifications of any import or export scripts, project management tasks and administration, etc.

Origami's service professionals not only have the expertise and experience to handle the highly complex needs of their clients, but also have the autonomy and decision-making authority to always do what is best for their client. Origami does not have multiple layers of management or silos of departments that must be consulted in order to provide a response or solution to the client. Those answers and decisions lie at the point of contact—the client's dedicated service personnel.



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Support Hours

Clients are in direct contact with their support team and can contact them by phone or email. Origami's normal hours of operation for support are Monday through Friday from 7 a.m. to 8 p.m. CT with work outside of those hours when the need dictates.

Clients can request urgent support by sending an email to a dedicated email address with the word "Urgent" in the subject line. An urgent request made between 7 a.m. and 8 p.m. CT is typically responded to immediately. The target resolution time for an urgent issue is as soon as possible.

Clients can also call any member of the Origami support team directly. If the client does not receive a prompt response, they can escalate the issue by contacting any Origami service or support employee or manager via contact information provided to the client.

Response Times

All professionals within Origami are focused on client success and work to resolve any issues as quickly as possible and provide continuous communication during the process. The terms of our standard Service Level Agreement provide for the following response times related incidents or issues:

- **Urgent Request:** An urgent request for service concerns a new development that significantly affects a major business task with no workaround. An urgent request made between 7 a.m. and 8 p.m. CT is typically responded to immediately. The target resolution time for an urgent issue as soon as possible.
- **Normal Request:** A normal request for service is any service request that is not urgent. A normal service request is typically responded to within one working day.

Issue Tracking

Origami can track client-specific service requests within a separate module of the system giving clients visibility into the status of each. Clients do not have access to view tickets within Origami's internal ticketing system.

Account Management

In addition to the service team who supports the client during implementation and their day-to-day use of the system, Origami provides an Account Management function focused on strategic client growth—a true long-term partnership with proactive guidance. Working closely with their service colleagues, Account Managers develop relationships, communication plans, and growth strategies while consistently advising clients on opportunities to further leverage Origami.

7. List the qualifications and experience level of your trainers.

As a standard practice, Origami assigns a highly experienced Client Executive to each client account. This individual is responsible for all aspects of supporting the account, from implementation kick-off through the duration of the business contract. He/she becomes well versed in the client's business providing excellent service, as well as engages other members of the Origami team as the support effort dictates. Other members of the team assist with individual tasks and include specialists in data conversion and integration, system configuration, and user training.



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While the project team has the support of our entire organization, each individual assigned to the project is capable of executing every portion of your project without the need to rely on the skills of others. This means you will not hear your account manager say, “Let me call the right person and get back to you on that.” Your project team has the answers, skills, and tools to deliver solutions at every step of the process.

Continuity is a critical element of the ongoing satisfaction of clients, and we are committed to ensuring client satisfaction. To this end, the team that supports a client’s implementation is the same team that provides ongoing support. This ensures each client has a dedicated team that knows them, their business, how they use the system today, and their plans for tomorrow. Origami does not use separate teams to perform different functions, so we are able to avoid the added complexities of managing internal communications and responsibilities.

Origami’s service professionals not only have the expertise and experience to handle the highly complex needs of their clients, but also have the autonomy and decision-making authority to always do what is best for their client. Origami does not have multiple layers of management or silos of departments that must be consulted in order to provide a response or solution to the client. Those answers and decisions lie at the point of contact—the client’s dedicated service team member(s).

8. A complete set of documentation and a minimum of 40 training manuals shall be provided with the proposed system, including instructions specific to our operation, in a fully indexed format.

Origami conducts formal training sessions during implementation and will provide the County with our standard set of training/help content. We maintain a standard set of training and help documentation on the product rather than having a set number of 40 training manuals. Any training materials developed specific to these sessions serve as user reference guides once training has been completed and are outlined in our Pricing proposal.

Users have access to the Origami Guide and Origami Risk TV which provide how-to articles and video demonstration for key features of the system. Users can access both the Origami Guide and Origami Risk TV from within the application.

9. Will the training manual be updated with each release of any modification or enhancement and available on-line?

As we release new features, we provide appropriate release notes, demonstration videos, and training as needed.

10. Describe the type of on-line support your system provides. Can these instructions be printed?

The Origami Guide and Origami Risk TV

Users have access to the Origami Guide and Origami Risk TV which provide how-to articles and videos for many of the key features of the system (e.g., dashboards and widgets, claims and incidents, locations, policies, etc.). The Origami Guide and Origami Risk TV are both accessible via the Help link within the system.

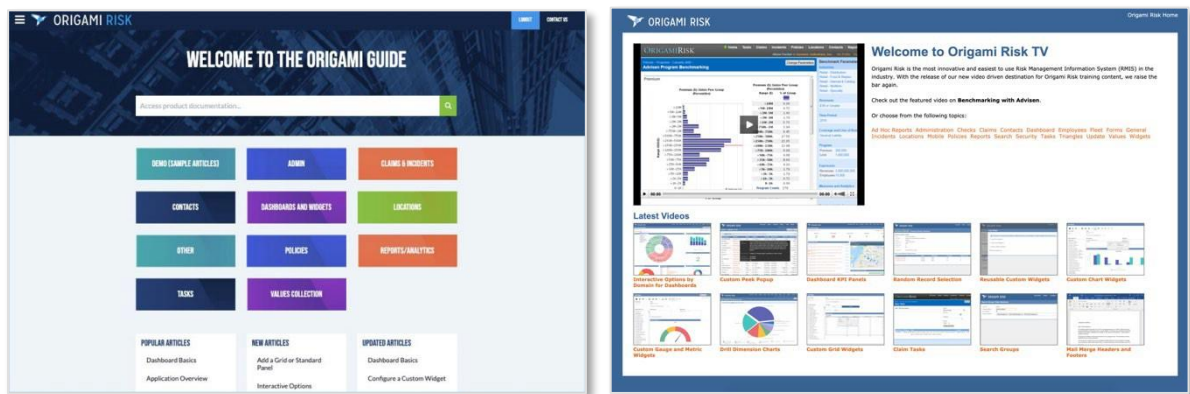


Figure 24. Origami Guide (l) and Origami Risk TV (r). Available to all system users, the Origami Guide and Origami Risk TV provide help articles and videos on many of the key system features and functionality.

Context-Sensitive Help

Throughout the system, Origami provides contextual help with on-screen written instructional material for more complex system features such as creating ad-hoc or custom report templates, configuring/modifying fields and forms, creating workflow rules, etc.

Content can be printed but is designed to be viewed online while working in the system.

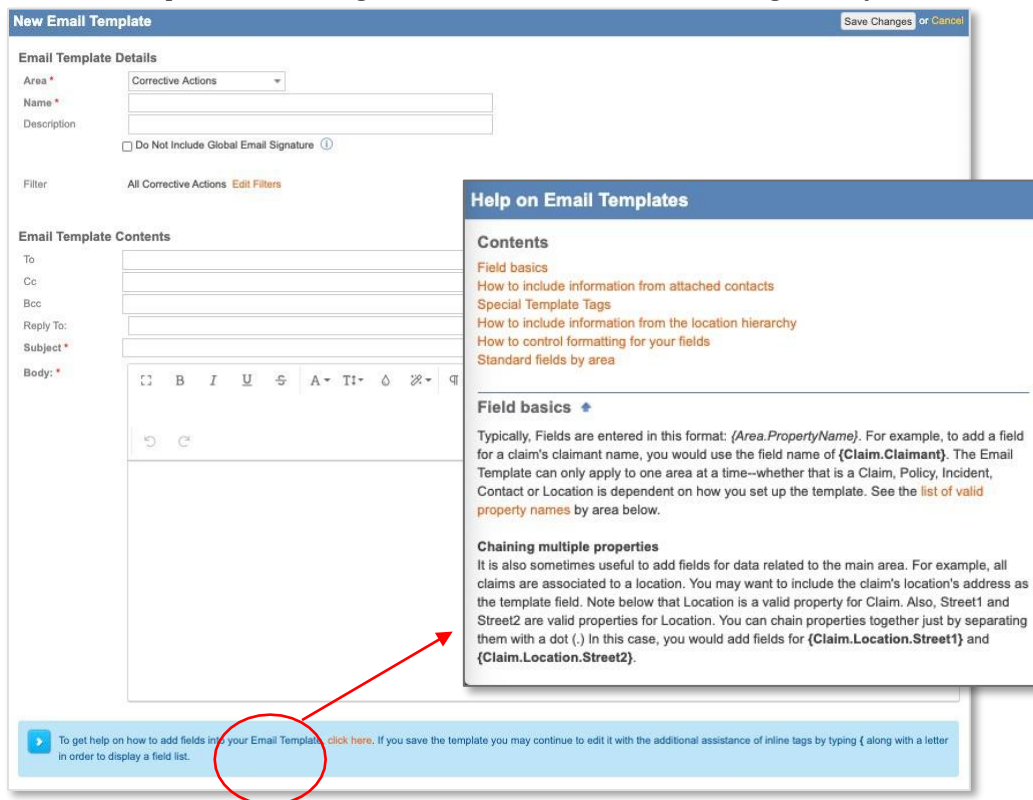


Figure 25. Context-Sensitive Help. Users are presented with help menus and instructions throughout the system when configuring complex features. Clicking the help link brings up full instructions and reference materials for that function.

11. Do you also provide videotaped training in addition to on-site training?



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Yes, users have access to the Origami Guide and Origami Risk TV which provide how-to articles and video demonstrations of key features of system. Users can access both the Origami Guide and Origami Risk TV from within the application.

Origami is also able to provide live, web-based training using applications such as Zoom. These trainings can be recorded for future use.

Origami's approach to training is intentionally flexible allowing us to accommodate the diverse and varied needs of our clients and their users. However, general training best practices we consider with each client engagement include:

With regard to training type, Origami determines the appropriate training based on the client's user types and volumes. We often leverage a train-the-trainer approach when there is a large volume of infrequent system users with minimal training requirements. As we close in on the training deliverables and Go Live, we discuss options and preferred training methodology with the client.

12. List the locations of the nearest support offices.

Origami's closest geographical office is located in the San Francisco Bay area. We also have offices in Chicago (HQ), Atlanta, Denver, Dallas, Philadelphia, Salt Lake City as well as remote employees.

We have about 25 employees located on the West Coast.

13. Describe the experience level of the phone support personnel.

This is not applicable; each client is assigned a dedicated service team.

Our team of carefully selected industry experts possess the ideal blend of business knowledge and technical acumen required to truly understand our clients' business objectives and deliver the best technical solution. They are not merely software mechanics simply responding to change requests from our clients. They are consultants, offering best practices to our clients, and forward-thinkers, always considering how our tools can be enhanced or new functionality can be added in order to better serve our clients.

Origami's service professionals are industry experts with the average Origami Client Executive having more than 10 years of industry-specific experience and having successfully led multiple implementations. Our industry experience and commitment to quality service makes our clients' experience better.

14. The County should have the option to not upgrade to future versions as the Vendor makes changes or releases updated versions. Describe your continued support of legacy applications.

As a true SaaS solution, we maintain a single version of our application in production at any one time. All of our clients are on the same, latest version and upgrades are pushed out to our entire client base. The future versions will not break your configurations and there is no down-side to our continuously improving solution for the County. If you don't want to utilize the new features/functionalities, they are opt-in/turn on aspects.

15. Provide the name and contact information of your software applications "User Group" and describe how they interact with your company.



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Origami hosts a client User Conference approximately every 18 months. These conferences provide clients with opportunities to network and share best practices with other attendees. The most recent User Conference, held in San Diego in May 2022, featured sessions led by client co-presenters, hands-on workshops, forums for sharing of ideas and feedback, and 1-on-1 trainings with members of the Origami service team. The location of the User Conference rotates in order to accommodate the geographic variance of our client base.

In addition to the User Conferences, Origami offers the following engagement opportunities to our client community:

- Origami has a Client Advisory Board (CAB) that offers a forum for select Origami clients to provide strategic input and feedback on product features, service improvement models, and company direction. The CAB also provides a structure for questions, concerns, and issues to be raised. In driving the strategic direction for Origami, the CAB aims to achieve the following objectives:
 - Help improve the quality of client delivery and satisfaction
 - Drive innovation, continuing to position Origami as an industry leader
 - Identify potential product changes
 - Build and maintain executive relationships
 - Identify client priorities, needs, industry trends, and competing technologies
 - Contribute to effective client messaging, marketing strategies, and corporate branding
- Origami periodically holds as well as sponsors industry webinars, available for our clients to attend. Examples include:
 - [Leveraging RMIS Technology: Doing More with Less](#): Successfully managing self-administered insurance programs in today's dynamic environment demands an innovative, strategic approach. In this roundtable with the State of Arizona and City of Jacksonville, learn how the right RMIS technology can help organizations make the most with limited resources and tackle challenges like subrogation, incident reporting, and managing certificates of insurance.
 - [How the Right Technology Enables Risk Professionals to Thrive in Chaos](#): Being a risk manager is not about what you build in advance—it is about how you adapt, evolve, and overcome as events develop. You may not be sitting at your desk at the onset of a crisis, but the need to analyze, collaborate, and communicate effectively is still paramount. In this webinar, Origami's panel of risk managers discuss real-world situations where circumstances required atypical yet successful approaches to managing dynamic situations.
 - [2021 RMIS Report and Beyond: A New Era in Risk Management](#): Redhand Advisors' President & Founder, Patrick O'Neill, and Senior Advisor, David Tweedy, authors of the RMIS Report, host industry veterans Robert Petrie, CEO & Founder of Origami Risk, and Jennifer Turner, SVP Product Manager at Gallagher Bassett, to discuss trends in risk management and risk technology.
- Origami offers Executive Briefing Center (EBC) meetings, held in Chicago and Atlanta. Our EBC program facilitates strategic brainstorming and collaboration between a prospect and Origami's executive leadership team and subject matter experts. These meetings provide an opportunity for a prospect to share their goals with Origami and for us to share more about Origami's direction, how we can partner with the prospect on their risk management program, and apply the insights learned from hundreds of successful client-use-cases to develop a customized solution based on the unique goals and specific challenges the prospect faces.

16. Describe the value-added services your company will provide to enhance system functionality, reduce ongoing costs and increase internal efficiencies of doing business.

Origami will bring our expertise, experience and consultative approach to this implementation process with eyes on designing operational efficiency and automations to your current day processes. The approach we take is to learn what you are doing today, what is on your wish list of improvements from the current day system, and what can be automated or further made efficient.



d. Modifications and Enhancements

1. If a “bug” is discovered, how is it communicated to the users?

Bug fixes are included in release notes which are provided to clients.

2. How often are enhancements released? What costs are associated with enhancement installations?

As a SaaS solution, Origami maintains a single version of the application in production at any one point in time. All our clients are on the same, latest version—no client is left behind on the upgrade path and there is no sun-setting of support on versions.

We deploy releases, on average, every 10 to 12 weeks providing upgraded capabilities to our software to meet the evolving needs of our clients. There are no costs associated with our release schedule.

e. Data Conversion

1. Describe how you will handle the data conversion process.

The following provides a high-level overview of the migration of historical data with estimated timeframes. Please note, these are only estimates.

Planning for Data Conversions. Duration: 3-5 weeks

- The most important factor to successful data conversion/migration is careful planning and effective communication of every detail, and step, of the process.
- Inventory the system(s) and supporting components to understand what it is that the project team will be working with as they transition the data.
- Review the data and data types being converted. It is important to understand information such as:
 - The amount, type, and quality of data
 - The original and target sources and formats
 - Any cross-reference complexities
- Identify the criticality of the data. This may impact the approach taken to convert/migrate the data as well as the amount and type of resources required to successfully perform the effort.
- Determine how the data conversion/migration will be performed. Is there a requirement to run parallel system; will there be a one-time cut-over to the new system; archive the old system or keep it running, etc.
- Analyze the above information as inputs into the conversion/migration process to help determine costs, schedules, software needs, and any required human intervention.
- Perform a high-level mapping to determine which data elements in the existing system will be converted/migrated to the new system. Decide which data will be transferred, converted, which is redundant, etc.
- Develop business rules that outline how items will be handled. Items such as blank records, new codes, inappropriate entries, etc.



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- Develop conversion scripts, as needed. Conversion scripts are used for extracting data from the source, transforming the data as needed, and loading the data into the target.
- Choose the best human and/or software approach to maximize quality and minimize expense.
- Develop a schedule that maps out exactly how the conversion/migration is expected to happen.
- Create a specification document that maps out exactly how the converted data will look.
- Other planning considerations should include items such as communication, education, data normalization, quality assurance, and validation of data accuracy and completeness.

Performing Data Conversions. Duration: 5-12 weeks

- Generate a backup of all data prior to any manipulation or migration. This backup represents the system baseline prior to any human and/or software interaction with the system or system data outside of the normal operating processes. If needed, this backup can be used to restore the system. System backups should be taken incrementally while stepping through the process of preparing, moving, and manipulating data. This is done to allow the project team to revert back to any point throughout the process that they identify as correct if for some reason they run into issues during later steps.
- Extract test data from the legacy system.
- Normalize the test data. Often one of the main goals of performing a data conversion/migration is to combine multiple data sources into one standardized format. This is referred to as normalizing data. Data is often normalized by structuring database tables logically so that they contain information related only to the items within that table and then linking/joining tables appropriately in order to build the functionality desired by the database user. This is done to minimize unnecessary redundancy and increase data efficiencies.
- Perform a test conversion of a sample of existing data and adjust if necessary.
- Depending on the criticality of the system, one or more mock conversions may also be necessary. A mock conversion is a controlled “dress rehearsal” of the execution activities required when converting data into the target system. It is meant to be a pre-go-live test in that everything that occurs in a go-live conversion has been tested in a mock conversion. The main objective of the mock conversions is to test the conversion process and scripts. The mock conversions are intended to identify and resolve any conversion software issues, address any configuration issues, identify any additional data validation and verification efforts, and prove the conversion procedure. Each mock conversion will simulate the real go-live process with actual data volumes.
- Normalize the system data.
- Initiate the data conversion.

Validating/Evaluating Data Conversions. Duration: 1-3 weeks

- Validate/reconcile the converted data for accuracy and completeness. Check items such as:
 - Formatting of data elements
 - Data completeness
 - Data accuracy

2. Do you have experience with converting from SQL Server 2016 database to the proposed application?

Yes, Origami has experience converting from SQL Server 2016 database.



3. Provide a timeframe required for data conversion?

The timeframe is approximately 5-12 weeks. Please see detailed response above in question 1.

f. System Maintenance

1. Provide in detail the warranty for the proposed system.

We can generally warrant that the cloud software service will perform in all material respects in accordance with the agreed upon documentation and that all professional services rendered in connection therewith will be performed in a professional and commercial reasonable manner consistent with the standard of care exercised by Origami in performing similar services. Any additional warranties will need to be negotiated in good faith.

2. Please describe your maintenance package.

Origami is a software-as-a-service (SaaS) solution, and as such we are responsible for application maintenance and performance for all our clients. There are no additional maintenance costs outside of the standard software subscription fees.

g. Level of Expertise Required

1. Please describe and recommend the appropriate type(s) of County staff required to participate in the planning, design, development, testing and setup of proposed solution.

The implementation of Origami generally benefits from the following resources from the client:

- Project Manager: Origami requests the client assign a project manager to coordinate resources and decisions throughout the implementation process.
- System Administrator(s): System administrators are responsible for maintaining users and security rights post go-live and have access to on-screen tools to manage ongoing configuration of workflows, forms, code lists, etc. During the implementation, we look to them to coordinate the evaluation of any data feed exceptions that require subjective resolution.
- Business Users: Origami frequently collaborates with business users on system requirements including business workflows and rules, reporting requirements, data needs, etc. Business users are involved throughout the implementation process.
- IT Resources: Origami collaborates with the client's IT resources to establish file formats and execute extracts of data such as employee feeds and location data feeds. In addition, the IT resources oversee user provisioning decisions such as single sign-on.
- Executive Resources: Origami looks to the executive resources to provide input on the number and types of resources available based on the organizational structure and serve as points of escalation.

2. Please describe the activities that would be required by County staff to assist in the planning, design, development, testing and setup of proposed solution.

There are certainly points during the implementation process where we require feedback from the client (e.g., specific system configurations and historical data context); however, we do not require any full-time client resources to implement Origami.



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Origami employees complete all implementation activities—configuring system settings, loading data, training users, and completing other work specified in the contract. We manage the overall implementation process including scheduling and leading meetings, communicating with the team, providing follow-up documentation, and maintaining the project schedule through go-live and the completion of the implementation.

The client’s provision of timely and accurate specifications, direction, and feedback is essential to the success of the implementation. We require feedback from the client on items such as the system design, historical data interpretation, and interface set-up. During the implementation process we typically conduct weekly working meeting where we discuss statement of work items and gather necessary feedback from the client.

We employ a unique “active-learning” methodology throughout our implementation process to ensure the client is informed and familiar with the application as key aspects and modules are discussed. We have learned the earlier we provide guidance (from day one) on how the system functions, better and more informed decisions can be made on design and solution delivery. We engage our clients with each working meeting and provide video and online training for each subject being discussed as we collaborate on the agenda topics. We have discovered this not only speeds up and improves the quality of implementations, but it also provides a substantially more skilled client prior to go-live.

Please note, the required level of resources from the client is far less than the level required of a locally- or client-hosted solution.

3. Please describe and estimate the time involved that may be required by County staff to participate.

While we will require feedback from the client with respect to items such as system design and configuration and user acceptance testing, we do not generally require any full-time resources from the client. In the table below we provided estimated involvement by role for the implementation. The specific resources and involvement required for each client’s project is a function of the scope of work.

Table 14. Roles and Responsibilities of San Bernadino County Staff

Role	Responsibility
Project Manager/System Administrator	This individual serves as the primary point of contact on the client side and is responsible coordinating internal resources and making decisions throughout the implementation process. He/she is also responsible for much of the ongoing management of the system post- implementation (e.g., maintaining users and security rights, managing ongoing configurations (forms, workflows, code lists, etc.), evaluating data feed exceptions that require subjective resolutions, etc.). Estimated Involvement: 2 to 4 hours per week.
Business Users	Origami continuously collaborates with the various client stakeholders on all aspects of the system design as well as testing and verification of said design to ensure the system is appropriately configured to the client's specifications. Business users are given access to and trained on the system as items are completed. We have found this approach helps promote system adoption as well as results in substantially fewer issues once the implementation has been completed. We recommend that stakeholders from all functional areas be involved. Estimated involvement: 2 to 4 hours per week



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IT Resources	Origami collaborates with the client's IT resources to establish file formats and execute extracts of data. In addition, the IT resources oversee user provisioning decisions such as single sign-on, if applicable. Estimated involvement: As needed to support the provision of data, setup of interfaces.
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4. Please describe and recommend the type of County staff that would be required to maintain and administer this system on a routine day-to-day basis. This may include but is not limited to the following:

- User Account Setup,
- Password Reset,
- Grant User/Group Authority Access.

This would be decided by San Bernadino County's system administrator. The exact arrangement is dependent San Bernadino County's use/scope of the system, as well as the desire to manage the application ongoing.

5. Please describe the activities that would be required of County staff to maintain and administer this system on a routine day-to-day basis.

Origami is a SaaS solution, and as such we are responsible for application maintenance and performance for all our clients.

6. Please describe and estimate the time that may be required by County staff to maintain and administer this system on a routine day-to-day basis.

Origami is a SaaS solution, and as such we are responsible for application maintenance and performance for all our clients.

Work Plan and Schedule

Provide a project schedule indicating the estimated milestone dates through all phases of the project, including design, implementation, testing, and training.

Implementation Approach

Origami's unique implementation methodology emphasizes speed and flexibility. It is founded on an agile approach that uses iterative processes to configure the system to the client's unique needs. Work items are prioritized based on client preference and delivered in iterations allowing for more rapid quality assurance and user acceptance testing by the client. These contemporary tenets are the foundation of our ability to deliver a better product and more accurate implementation in a fraction of the time as our competitors.

During implementation, Origami configures the system for use by the client including system settings, loading data, training users, and other work specified in the Statement of Work. Origami manages the overall implementation process, including scheduling and leading meetings, communicating with the team, providing follow-up documentation, and maintaining the project schedule through go-live and the completion of the implementation. The client's provision of timely and accurate



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specifications, direction, and feedback is essential to the success of the implementation. Throughout the process we use proper change control documents to keep track of iterative decisions made by the team.

Clients can expect continuous collaboration between our team and theirs—the client is actively involved in all aspects of the system design as well as testing and verification of said design. In particular, tools used by Origami to aid the implementation are outlined in the following table.

Table 15. Implementation Tools

Tool	Description
Client Toolkit	Origami has developed an internal toolkit reflecting best practices and standards gained from having successfully completed more than 700 client implementations. The client toolkit, leveraged for every implementation, includes checklists and templates related to client onboarding—from initial kickoff to project plan development to go-live activities. Examples include database creation instruction, templates for requesting data extracts from third-party vendors, and encryption instructions and transmission requirements for third-party integrations. The client toolkit aids the Origami Service team in providing a consistent and highly efficient implementation experience across our entire client base.
Smartsheet	Project schedules are created using Smartsheet, offering a collaborative format available to the client in real time as updates are made.
On-Screen Configuration Tools	Origami initially configures the system for use by the client using on-screen tools available within the administration module of the system. Once live, client administrative users have access to the same tools to make ongoing configuration changes as needed. The tools are designed to be easy to use and include focused online help and demonstration videos. No custom code or technical experience is required. In addition, we provide training to client administrative users on how to use the tools.
Standard Configurations (Migration Tool)	Origami maintains standard configurations specific to the varying markets we serve. Using our configuration migration tool, we can easily migrate configurations (e.g., domains, fields, events, etc.) from one database to another.

Implementation Guiding Principles

Origami’s guiding principles for a successful implementation include:

- **Transparent Partnership**
 - Immediate and ongoing collaboration and feedback between teams directly correlates with project success.
 - Users gain access to Origami immediately and can see what has been configured and test it in real time—iterative review and testing and key.
- **Active Involvement from System Administrator:**
 - The role of the system administrator is critical. We recommend the system administrator be identified at the onset of the project and involved from Day 1.
 - The system administrator will be involved in configuration and trained on an ongoing basis.
- **Early Identification of Key Points of Contacts**
 - Decision makers and individuals authorized to approve functionality must be identified at the beginning of the project.
 - This is critical for review and approval of core functionality, as well as for interfaces and data conversion needs.



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- Use Origami as Soon as Possible
 - Our goal is to get clients “live” and benefiting from system use as soon as possible, which could mean going live in phases and staggering the roll out of less time-critical functionality.
 - Origami is a SaaS software built on a single code base which provides many benefits and allows users to benefit from regular updates to functionality.

Implementation Project Plan

Origami approaches each project as a partnership between us and our client. Because of this, we do not use a standard project template; rather, each project is based on client needs and contract terms inclusive of scope, timeline, and resources. While every project is different, one factor is consistent: Origami’s effective planning phase results in consistent and on-time delivery.

Upon completion of the first working meeting, where we have the opportunity to dive deeper into the deliverables and identify dependencies and key dates, Origami will develop an accurate project plan based on prioritization of tasks. This includes a detailed breakdown of tasks required by both Origami and the client. Since much of the system is configurable, without the need for custom development, our team can begin the build phase before all design decisions have been completed. We also work with the client to set project priorities and the critical path which gives them the option to start using aspects of the system before the project is complete.

Origami approaches each project as a partnership between us and our client. Because of this, we do not use a standard project template; rather, each project is based on client needs and contract terms inclusive of scope, timeline, and resources. While every project is different, one factor is consistent: Origami’s effective planning phase results in consistent and on-time delivery.

Based on our experience with projects of similar scope and complexity, we anticipate San Bernadino County’s implementation to be in the range of 30 to 40 weeks from the date of contract execution. Table 16 provides a high-level breakdown from project inception to go-live for an implementation of this range. Please note this is only a sample.

Upon completion of the first working meeting, where we can dive deeper into the deliverables and identify dependencies and key dates, Origami develops an accurate project schedule based on prioritization of tasks. This includes a detailed breakdown of tasks required by both Origami and the client. It is important to note, that since much of the system is configurable, without the need for custom development, our team can begin the build phase before all design decisions have been completed. This gives the client the option to start using aspects of the system before the full project has been completed.

Table 16. Sample Project Plan

Deliverable	Typical Timing and Duration
Kick-off meeting: • Establish working roles and communication process • Identify critical path items that require immediate action • Designate follow-up tasks for first 2 weeks of project for all parties	Kick-off meeting conducted within 2 to 4 weeks of contract commencement and number of other preliminary tasks.
Working meetings: • Meetings with key stakeholders from each user profile to breakdown data requirements for fields, codes, reports, etc.	Expected within 4 weeks after kick-off meeting.



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Analysis and design decisions reviewed and confirmed: Results of working meeting and subsequent discussions are reviewed and finalized by the client lead and Origami for system configuration and data mapping including users, locations, policies, codes, incident entry forms, and claim screens for each line of coverage.	Expected within 3 to 4 weeks after working meeting.
First pass of general configuration: - Includes claim/incident screens, codes, locations, policies, etc. The system configuration is an iterative process, so as the implementation progresses, the client will be testing and providing feedback to ensure the system is configured to their specifications. - We use proper change control documents to keep track of iterative decisions made by the team throughout the implementation process.	Expected to be complete within 4 to 6 weeks after analysis and design decisions above. Ongoing testing and configuration will continue over the next 4 to 8 weeks .
Origami receives the historical data for conversion	Expected to be complete within 2 to 4 weeks of project commencement.
Initial conversion of historical data to match up with analysis and design decisions above	Expected to be complete within 5 to 12 weeks of receipt of complete and accurate data.
Origami receives the file layouts and transmission information for any data interfaces (e.g., client information, employee/HR, exposures, etc.)	Expected to be complete within 10-15 weeks of project commencement.
Origami develops the interfaces based on the file layouts provided by the client/third-party vendor	Expected to be complete within 4 to 10 weeks of receipt of each file layout requirements.
Report configuration decisions: Origami and client establish initial list of reports to pre-configure for immediate use.	Expected to be complete within 18 weeks of project commencement.
Configured reports: Initial list of reports pre-configured for testing and use.	Expected to be complete within 4 – 6 weeks of report configuration decisions.

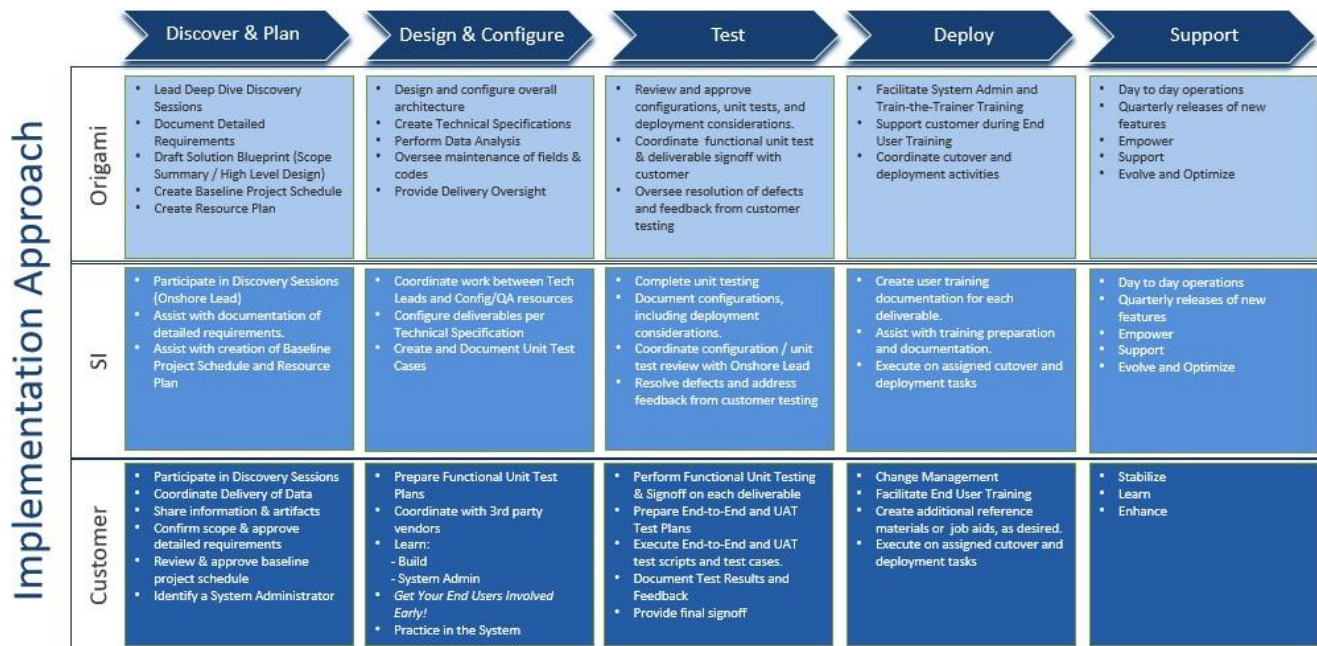


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Deliverable	Typical Timing and Duration
User rollout and training: Origami works closely with the client to construct go-live plan, stakeholder communication, change management, and training documentation.	Expected to commence within 28 to 30 weeks of project commencement.
Go-live activities	Expected to commence within 30-40 weeks of project commencement.

Key Implementation Phases

Starting day one, Origami engages and collaborates with the client's project stakeholders, offering best practices and always considering how our tools can be enhanced or new functionality can be added to better serve the client. Key implementation phases are subsequently described.



Kickoff Meeting

An initial kickoff call begins the implementation. During this call the client meets their assigned Service team, the Sales Executive leads a review of the statement of work to ensure our service team understands the client's needs, and then the Service team leads a discussion of the overall project. Topics discussed include expected go-live timeframe and resource commitments on the client side as well as other implementation-related items.

Needs Analysis and Design

Prior to any work being completed, Origami conducts a complete needs analysis with the client. This includes meeting with stakeholders of each user profile to determine the requirements for fields, codes, reports, workflows, etc. At the conclusion of these meetings, Origami reviews the results with the client to finalize the overall system design. This process results in a



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holistic view of the overall system design at the outset of the implementation to avoid short-sighted decisions that may adversely impact the overall system design or compromise the project objectives.

System Configuration and User Acceptance Testing

At the conclusion of the design phase, Origami then configures the system based on the finalized design decisions using an iterative approach. The agile approach is highly dynamic and focuses on responsiveness, adaptability, and client satisfaction—giving way to a more collaborative effort in the design, testing, and delivery of the system—and is what sets Origami apart from our competition. This approach saves our clients significantly in the delivery of their system as rework is minimized and implementation are completed in less time.

During the system configuration process, working meetings are used to ensure key decisions regarding system configuration are being made in conjunction with the client, and concurrent with client users “testing” the system to understand and approve configuration decisions.

Client users are given access to a staging environment, used to configure each deliverable to the client's specifications, test interfaces, load historical data, etc. Configurations are based on iterative feedback in the form of user acceptance testing. This facilitates a tight feedback loop: client users test configurations and provide feedback to Origami who adjusts the configurations as necessary for client users to re-test; and so on. When the client is satisfied with the configurations made in the staging environment, Origami migrates the settings to a live environment.

User Training

Origami employs a unique “active-learning” methodology throughout our implementation process to ensure our clients are informed and familiar with the application as key aspects and modules are discussed. We have learned the earlier we provide guidance (from day one) on how the system functions, better and more informed decisions can be made on design and solution delivery. We engage our clients with each working meeting and provide video and online training for each subject being discussed as we collaborate on the agenda topics. We have discovered this not only speeds up and improves the quality of implementations, but also provides a substantially more skilled client prior to go live in our application. Client users also have access to Origami Risk TV and the Origami Guide, which provide how-to video demonstrations and articles for key features of the system.

With the combination of active learning through the implementation process and online help, Origami has been able to consistently achieve a significant level of aptitude with most of our clients prior to formal training. This allows us to cover more solution-specific topics during formal training—instead of explaining how to do something, we can explain how the system will work specifically for you.

We conduct formal training during implementation. This training is tailored to the client’s users and covers all applicable features. Our approach to training is to design and plan training for each group of similar users. This allows us to customize the training to meet the specific use cases and workflow by audience. We work with the client to identify users and group them by role and use of the system. We use this information to first design the security parameters for each group of users, and then to outline the training requirements by workflow and then by specific module or feature of Origami. Our draft plan is refined with the client’s input and finalized.



Financials

Proposer must provide its annual financial statements for the last two years. Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the Proposer's accountant that the information accurately reflects the Proposer's current financial status. If the Proposer is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the Proposer's current financial status.

Origami Risk is financially sound- profitable, growing strong and we have no debt. Many of our clients are Fortune 500 companies and large public entities who worked with us during their vendor selection process to determine both our capabilities and financial position.

As a privately held company, we do not disclose financial information in RFP responses. Given the in the Q+A phase/addendum, the County identified responding parties' financials would be kept confidential, we have included our financials as a password protected document and have included a standard NDA to represent such confidentiality as Appendix 4. Once the NDA is executed by the County, the password will be shared with the appropriate contact at the County. In addition, please also see Appendix 3 of our proposal which includes Origami's Dun & Bradstreet vendor/financial assessment of our organization.

Appendix 1 – Standard Report Templates

Origami has more than 100 standard report templates. Each template can be configured into a unique report using the filter, grouping, and sorting options available in Origami. The result is a nearly infinite variety of reports and graphs produced by Origami. The following is a subset of our offerings, with a description of each.

Template Name	Description	Type
Ad Hoc Claim Graph	Choose one or two claim attributes to create a bar, line or pie chart	Graph
Ad Hoc Policy Graph	A bar, line, or pie chart showing one or two data points	Graph
Audit Findings Detail	Detail of Audit Findings by location	Detail
Benchmarking	Graphically display your data against standard or custom benchmarks	Summary
Broker Detail	Detailed information containing broker information	Detail
Check Detail	Listing of all check payments	Detail
Check Payment Detail	Listing of issued check payments	Detail
Claim Detail	Listing of claim records with incurred and paid totals	Detail
Claim Graph	A graph showing incurred and paid totals grouped by any attribute	Graph
Claim Map	A Google map showing the location of claims	Graph
Claim Note Detail	Listing of notes relating to specific claims	Detail
Claim Summary	A summarized view of claim totals	Summary
Claim Summary with Ad Hoc Graph	A summarized view of claims data with bar or pie graph of user- selected totals	Summary
Claim Summary with Graph	A summarized view of claims data with bar graph of Incurred and Paid totals	Summary
Claim Tasks	Listing of tasks relating to specific claims	Detail



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Claims & Transactions (LCCT)	Claims & transactions by location, coverage, cause, and type	Detail
Claims with Reserve Percentages	A detail template showing medical, expense, and indemnity paid and reserve with percentages	Detail
Closure Analysis	Summary metrics on claim closures over the past 8 quarters	Summary
Code Listing	Listing of all code values in the system	Detail
Corrective Action Detail	Detail information on corrective actions for claims	Detail
Cost Allocation	Summary cost allocation	Summary
Cross Tab Analysis	Choose up to four claim attributes to create a cross-tab view of your data	Summary
Custom Field Listing	Listing of all user-defined custom fields in the system	Detail
Deficiency Detail	Easily view certificates that are missing or at/near expiration	Detail
Developed Claim Detail	Apply a user-defined development factor to listing of claim records with Incurred and Paid totals	Detail
Developed Claim Summary	Apply a user-defined development factor to summarized view of claim totals	Summary



Template Name	Description	Type
Duplicate Claims Report	Easily identify potential duplicate claims with a common loss date and matching Claimant or SSN	Detail
Employee Certification Detail	Listing of employees and their certifications/trainings	Detail
Event Detail	A one-line listing of events with options for grouping and filters	Detail
Event Summary	A summarized view of event totals with options for grouping and filters	Summary
Expense/Indemnity Comparison	Compare Claim records based on expense, indemnity and other totals	Summary
Financial Comparison Over Time	Compare detailed claim financials based on two points in time	Detail
Financial Comparison Summary	Compare summary claim financials based on two points in time	Summary
Findings Costs	Compare estimated and actual costs across findings	Detail
Findings Details	Detailed listing of findings	Detail
Findings Loss Expectancy Improvements	Compare loss expectancy before and after findings	Detail
GP Allocation Report	Monthly allocation report	Detail
Inactive Claims Detail	Listing of open claim records with no transactions or notes in the last X days	Detail
Incident Cross Tab Analysis	Choose two Incident attributes to create a cross-tab view	Summary
Incident Details	Listing of incident records	Detail
Incident Summary	A summarized view of Incident records with a pie or bar graph	Summary
Incurred Comparison	Compare incurred amounts by financial category with individual Claim details	Detail
Incurred Comparison Summary	Compare incurred amounts by financial category	Summary
Insured Deficiency Detail	Easily view policies with inadequate coverage	Detail
Insured Details	Listing of all Insureds for certificate tracking	Detail
Insured Emails	List of notification email messages sent to insureds	Detail
Interactive Claim Detail	A detailed Claim report with embedded spreadsheet controls to edit formulas, groupings, and layout on the fly	Detail
Interactive Claim Graph	An interactive graph of claims financial values grouped by two data points	Graph
Location Details	A detailed listing of locations	Detail
Location Heat Map	A sample heat map comparing frequency and an exposure value	Graph
Location Hierarchy List	A hierarchical list of locations	Summary
Location Map with Claim Totals	A Google Map showing details of locations with claims matching a user-defined filter	Graph
Location Safety Audit Findings	Audit responses from various locations where a safety audit was conducted	Detail
Loss Ratio	Graph claim financials against any exposure value	Summary
Loss Run	Detailed report of all claim totals by financial category	Detail



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Template Name	Description	Type
Loss Run by Event	Detailed report of claim totals across all financial categories by event	Detail
Loss Triangle	Actuarial loss triangle with projections and charts	Summary
Medical Only vs. Indemnity Claims	Compare medical-only and lost-days claims against other Indemnity claims	Summary
Medical Payment Increase	Comparison of claim medical payments as-of two points in time	Detail
Multiple Graph Analysis	Easily create dynamic charts of paid or incurred totals broken down by three data elements	Graph
Multiple Value Details	Listing of location values with up to 10 separate data elements	Detail
Named Insured Detail	Listing of all named insureds per policy.	Detail
Open Claim Reserve Analysis	Listing of initial, current, and forecasted reserves for open claims	Detail
Open Claim Reserve Summary	A summarized view of initial, current, and forecasted reserves for open claims	Summary
OSHA 300	An OSHA 300 and 300A log that can be run across locations	Detail
Paid Comparison	Listing of paid amounts by financial category for individual claims, with graph	Detail
Paid Comparison Summary	A summary view of paid amounts by financial category, with graph	Summary
Payment Detail	Listing of payments relating to claims	Detail
Pending Check Detail	Listing of pending check payments	Detail
Policy Detail	Listing of policies	Detail
Policy Incurred/Paid Ratio	Claim incurred and paid amounts against policy premiums	Detail
Policy Layer Analysis	Listing of claims and corresponding policy retention levels	Detail
Policy Layer Summary	A summarized view of claims and corresponding policy retention levels	Summary
Prior Period Comparison	Year, quarter or month to date comparison of current and prior year	Summary
Prior Period Comparison (Four Periods)	Year, quarter or month-to-date comparison of current and prior 3 years	Summary
Prior Period Comparison with Values	A comparison of claims over four periods against an exposure value during the same periods	Summary
Property Schedule	Location, COPE, and values data	Detail
Quarterly Closure Analysis	Claim closure metrics over the previous 8 quarters	Summary
Repeater Claims	Listing of claimants with multiple claims	Detail
Reserve Analysis	Compare final paid amounts to initial, maximum, and final reserve amounts for closed claims	Detail
Reserve Analysis Summary	Summarized comparison of final paid amounts vs. initial, maximum, and final reserve amounts for closed claims	Summary
RTW Guideline Comparison	Comparing actual return to work data against ODG guidelines	Detail



Template Name	Description	Type
State Map	A map of the United States depicting a variety of claim amounts by state	Graph
Task Details	Listing of all task records	Detail
Total Financial Values & Exposure by Location	Total financial values by location (total assets, property, inventory, contents value)	Detail
Transaction Detail	Listing of payments and reserve adjustments relating to claims	Detail
Transaction Detail with Check Number	Listing of payment and check details relating to claims	Detail
Transaction Summary	A summarized view of transaction totals grouped by financial category	Summary
User Details	Listing of system users, roles, and areas of access	Detail
Value Details	Listing of historical and current values	Detail
Values per Location	A look at financial values by location	Detail
Value Summary	Summarized view of location values with up to 10 separate data elements	Summary
Value Trends	Compare location values against the prior period for trend analysis	Detail
Vehicle Claim Details	Listing of vehicles with associated claims	Detail
Vehicle Details	Listing of vehicle records	Detail



Appendix 2 – Sample SLA

Please see following pages for Origami's Sample SLA.

EXHIBIT C

SERVICE LEVEL AGREEMENT (SLA)

SYSTEM AVAILABILITY

Origami Risk will be available 99.5% of the time, excluding unavailability as a result of any Excluded Event (the “Availability Requirement”). This includes holidays, weekends, and non-business hours. It does not include planned downtime. In normal circumstances, Origami Risk will schedule downtime between 8:00 PM CT and 7:00 AM CT. Origami Risk will post system availability statistics quarterly.

“Excluded Event” means (i) scheduled maintenance windows of which Client is notified at least 24 hours in advance and which occur outside of normal business hours; (ii) scheduled repairs of not more than two hours duration in any one week period of which Client is notified at least four hours in advance and which occur outside of normal business hours; (iii) critical repairs including security updates where advance notice cannot be reasonably provided; (iv) interruptions caused by transmission errors, Internet service providers, vandalism, user error or other factors beyond Origami’s or its direct service providers’ reasonable control; or (v) interruptions caused by any act or omission of Client (including any employee, contractor, agent, customer, investor, consultant or third party user of Client or any of Client’s affiliates who uses or accesses the service), including any failure or delay in the performance of its obligations or failure of Client’s equipment or non-Origami software. The Availability Requirement applies only to Origami’s production environment and not to Origami’s staging environment.

Service Credits:

In the event there is a material failure of Origami’s service to meet the Availability Requirement (a “Service Level Failure”) in any calendar month, then Client shall have the following sole and exclusive remedy: Origami will provide Client with a service credit on the next annual invoice equal to the pro-rated charges for one (1) full day of the affected services (e.g., 1/30 of the monthly fee, assuming a thirty (30) day month) for each day during which there was a Service Level Failure in such calendar month (a “Service Credit”). For clarity, such Service Credit shall not include credit for hosting fees, data processing fees, professional services fees or any other prepaid bundled fees other than licensing fees.

If Client believes that it is entitled to receive Service Credits, Client shall notify Origami in writing within seven business days after the applicable calendar month with a description of the Service Level Failure and the date and time of such Service Level Failure. If Client does not notify Origami within such timeframe, then Client shall be deemed to have waived all claims with respect to such Service Level Failure (but not to any future Service Level Failure). Origami will make all determinations regarding Service Credits in its reasonable discretion.

For any given month, Client shall in no event be entitled to receive a Service Credit that exceeds 100% of its monthly license fees for such month. Client agrees that Service Credits are the sole and exclusive remedy for any Service Level Failure.

BACKUP AND RECOVERY

Origami currently backs up transactions every 15 minutes via incremental backups. A differential database backup is performed nightly and a full backup is performed weekly. Backups are stored off site via Amazon S3,

which has multiple redundancy and 99.999999999% durability and 99.99% availability of objects over a given year. Periodic database restore tests are performed to validate that backups are valid. Origami retains weekly backups for a minimum of six months.

NOTICES

Two email subscription options are available to each Origami Risk user. These determine the type of communication that they will receive from Origami Risk.

- Emergency: Receive emails concerning outages and other system problems
- Maintenance: Receive emails concerning scheduled maintenance on the system.

In addition, any Origami Risk user can visit <http://status.origamirisk.com/> to view the current system status.

SERVICE REQUESTS

Origami Risk will respond to service related incidents or issues within the following time

frames: [Urgent Requests](#)

An urgent request for service concerns a new development that significantly affects a major business task with no workaround. Client will request urgent support by sending an email to support@origamirisk.com with the word “Urgent” in the subject line. An urgent request made between 7:00 AM CT and 8:00 PM CT will typically be responded to immediately, and Client may also call any member of the Origami Risk support team directly. If Client does not receive a prompt response, Client may escalate by contacting any Origami Risk service or support employee or manager via contact information provided to Client. The target resolution time for an urgent issue is as soon as possible.

[Normal Requests](#)

A normal request for service is any service request that is not urgent. A normal service request will typically be responded to within one business day. Client will request support by sending an email to support@origamirisk.com. Client may also call or email any member of the Origami Risk support team directly.

SECURITY

Any access to Origami Risk requires a unique user id and password. Passwords must adhere to standard password security rules including minimum length and complexity. Origami Risk uses a role-based security model. Client is responsible for assigning and maintaining role, location, and coverage security for users. Client’s system administrators can use the tools in Origami Risk to review and change security rights, edit the user profile, and reset the password. User passwords are encrypted in the Origami database using a SHA-256 hash algorithm.

System locks out user after five login attempts with an incorrect password. An administrative user must then reset the user’s password and unlock the user account.

Origami Risk uses TLS v1.2 or higher for all communications over https. Origami databases are fully encrypted using 256-bit AES encryption.

Claim, Transaction, and Notes data sent to the Origami Risk FTP site must be encrypted using at least 128 bits. Origami uses Open PGP for file encryption and can provide an encryption key to be used by the client. Origami Risk will keep the files on a secured files system in encrypted format except during the import process. When the import process is completed, unencrypted files are removed from the system.



Appendix 3 – Dun and Bradstreet Report

Please see Dun and Bradstreet Report on following pages.

Business Information Report On Demand
ORIGAMI RISK LLC

D-U-N-S: 92-980-8512
ADDRESS: 222 N Lasalle St Ste 2125, Chicago, IL, 60601, United States
Date: 07/25/2022

RISK ASSESSMENT

SCORES AND RATINGS				
Max. Credit Recommendation	PAYDEX® SCORE	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
US\$ 609,000	79 LOW RISK	92 LOW RISK	98 LOW RISK	2 LOW RISK

MAXIMUM CREDIT RECOMMENDATION

Overall Business Risk

LOW

LOW-MODERATE

MODERATE

MODERATE-HIGH

HIGH

Maximum Credit Recommendation

US\$ 609,000

The recommended limit is based on a low probability of severe delinquency.

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: VERY STABLE CONDITION
- Based on the predicted risk of business discontinuation: STRONG LIKELIHOOD OF CONTINUED OPERATIONS
- Based on the predicted risk of severely delinquent payments: VERY LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

PAYDEX® SUMMARY

3 Months

79

Low Risk (100)High Risk (1)

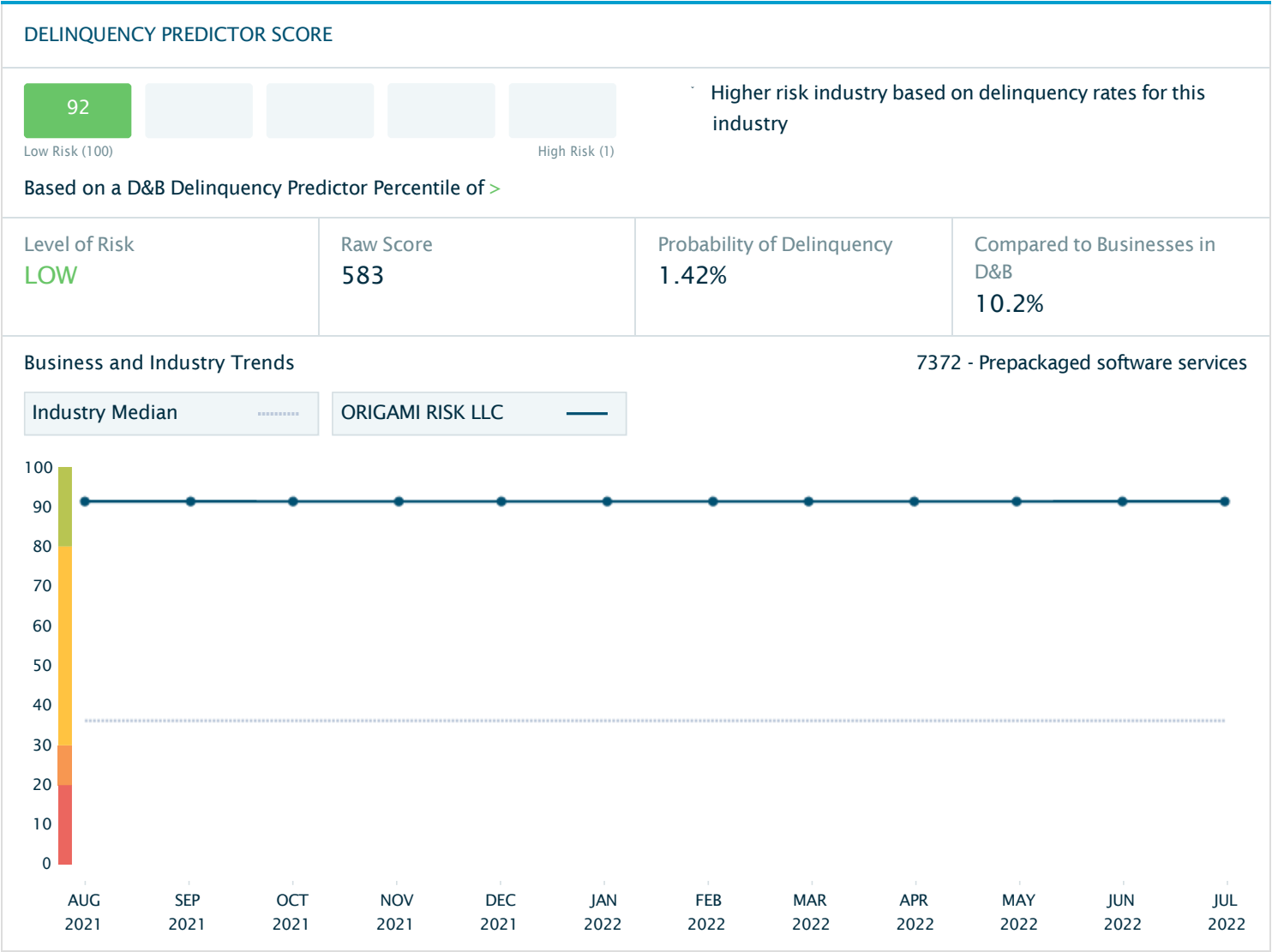
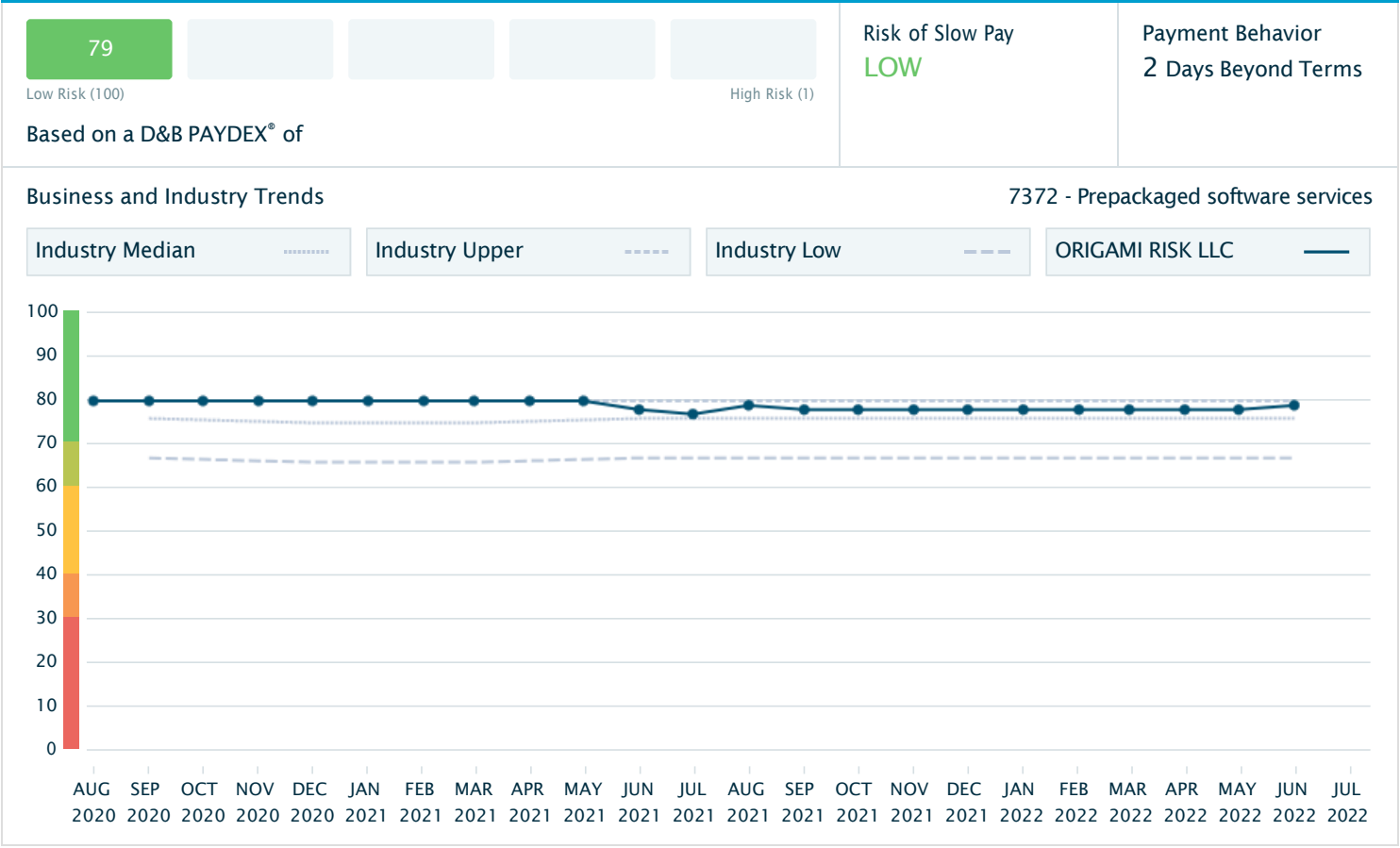
When weighted by dollar amount, payments to suppliers average 2 days beyond terms. Value is based on payments collected over the last **3 months**.

24 Months

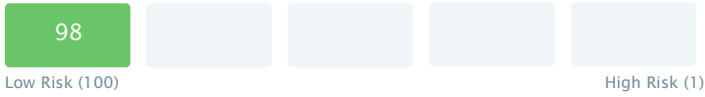
79

Low Risk (100)High Risk (1)

When weighted by dollar amount, payments to suppliers average 2 days beyond terms. Value is based on payments collected over the last **24 months**.



FINANCIAL STRESS SCORE



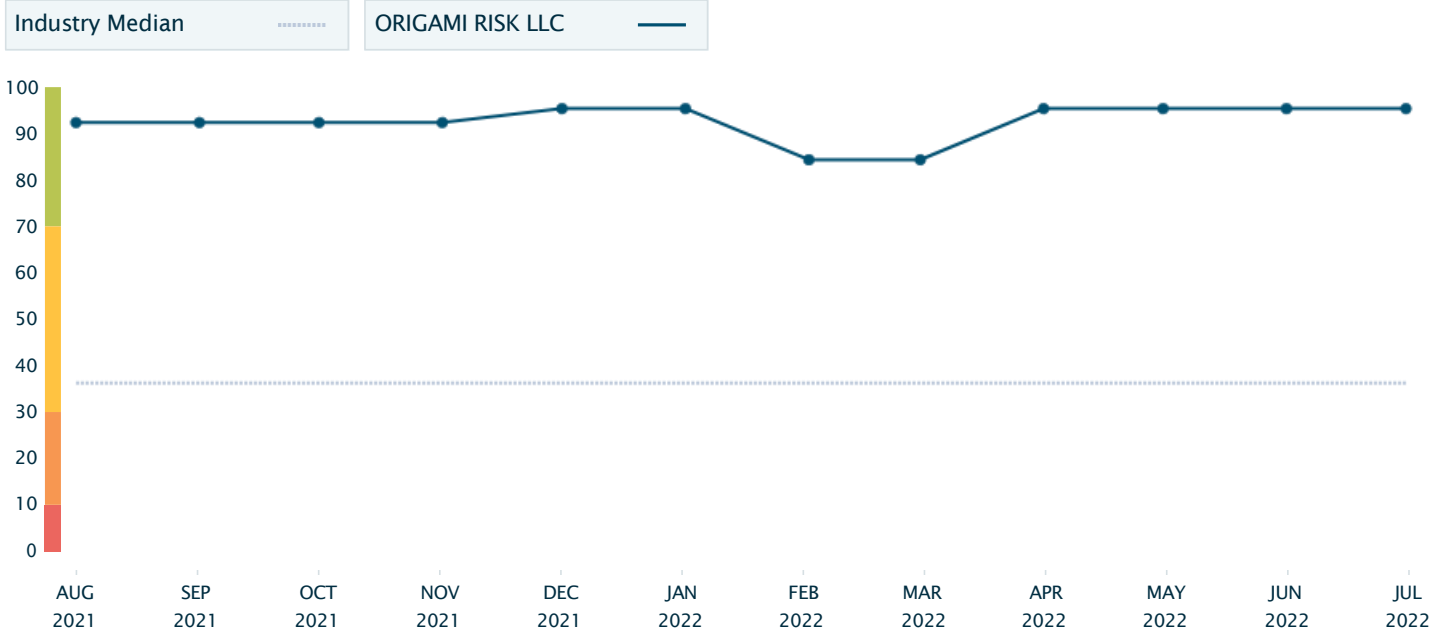
- Composite credit appraisal is rated fair
- Low proportion of satisfactory payment experiences to total payment experiences

Based on a D&B Financial Stress Percentile of <

Level of Risk LOW	Raw Score 1596	Probability of Failure 0.03%	Compared to Businesses in D&B 0.48%
-----------------------------	--------------------------	--	---

Business and Industry Trends

7372 - Prepackaged software services



SUPPLIER EVALUATION RISK RATING

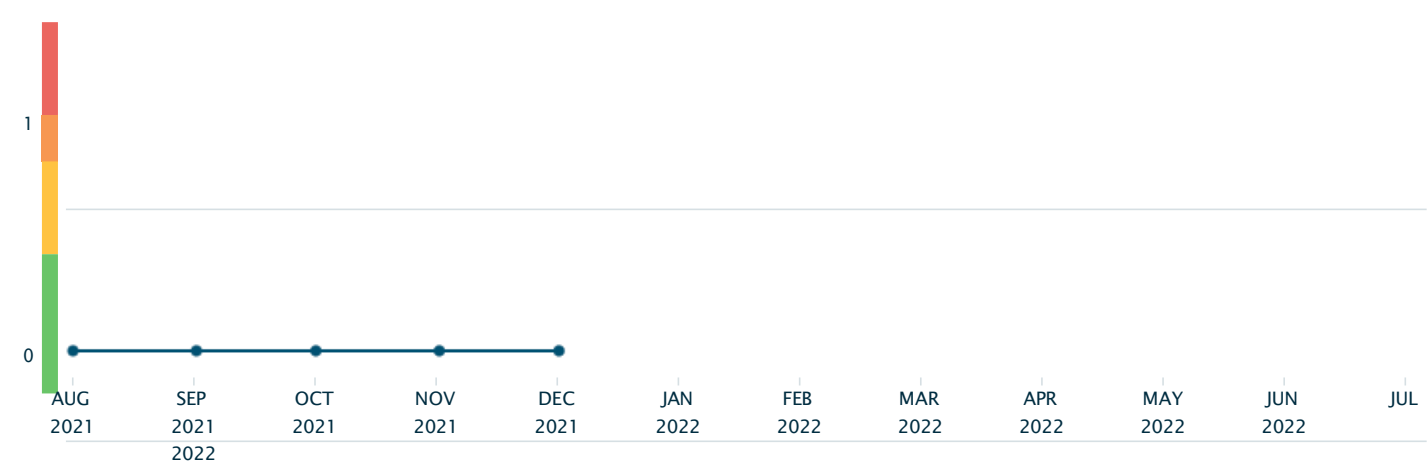
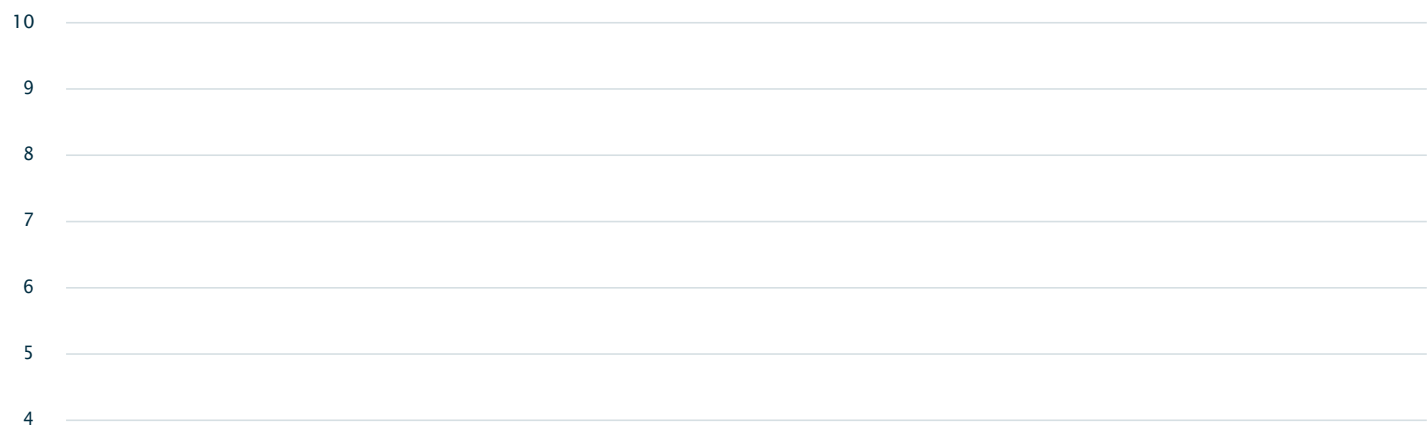


Based on a Supplier Evaluation Risk Rating of -

Factors Affecting Your Score

- Proportion of slow payment experiences to total number of payment experiences reported
- Financial statements not reported

Supplier Evaluation Score



D&B RATING

Current Rating as of 11-13-2018

Previous Rating

Employee Size

Risk Indicator

Employee Size

1R: 10 employees and over

3: Moderate Risk

1R: 10 employees and over

TRADE PAYMENTS

TRADE PAYMENTS SUMMARY			Based on 24 months of data
Overall Payment Behavior 2 Days Beyond Terms Highest Now Owing: US\$ 75,000	% of Trade Within Terms 79% Total Trade Experiences: 25 Largest High Credit: US\$ 100,000 Average High Credit: US\$ 19,016	Highest Past Due US\$ 500 Total Unfavorable Comments : 0 Largest High Credit: US\$ 0 Total Placed in Collections: 0 Largest High Credit: US\$ 0	

TRADE PAYMENTS BY CREDIT EXTENDED			
\$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL & DOLLAR AMOUNT
OVER 100,000	100%	1	\$100,000
50,000 - 100,000	0%	0	\$0
15,000 - 49,999	0%	0	\$0
5,000 - 14,999	80%	2	\$12,500
1,000 - 4,999	100%	1	\$1,000
UNDER 1,000	17%	2	\$600

TRADE PAYMENTS BY INDUSTRY			
Collapse All Expand All			
Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)
☐ 50 - Wholesale Trade - Durable Goods	2	100,000	
5045 - Whol Computers/softwr	2	100,000	100
☐ 48 - Communications	1	1,000	
4813 - Telephone Communictns	1	1,000	100
☐ 73 - Business Services	1	5,000	

7363 - Help Supply Service	1	5,000	50
----------------------------	---	-------	----

□51 - Wholesale Trade - Nondurable Goods	1	500	
5199 - Whol Nondurable Goods	1	500	0
□99 - Nonclassifiable Establishments	1	100	
9999 - Nonclassified	1	100	100

TRADE LINES							
Date of Experience	☐	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
06/2022		Prompt	N30	100,000	75,000	0	1 Month
06/2022		Prompt	N30	7,500	2,500	0	1 Month
06/2022		Prompt to Slow	N10	5,000	0	0	Between 6 and 12 Months
06/2022		Slow	N15	500	500	500	1 Month
06/2022		-	Cash Account	0	0	0	Between 4 and 5 Months
04/2022		Prompt	-	1,000	1,000	0	1 Month
04/2022		-	Cash Account	100	-	-	1 Month
04/2022		-	Cash Account	50	-	-	1 Month
04/2022		-	Cash Account	50	-	-	1 Month
12/2021		-	Cash Account	100	-	-	Between 6 and 12 Months
12/2021		-	Cash Account	50	-	-	1 Month
11/2021		-	Cash Account	100	-	-	1 Month
11/2021		-	Cash Account	50	-	-	1 Month
10/2021		-	Cash Account	250	-	-	Between 2 and 3 Months
08/2021		-	Cash Account	500	-	-	Between 2 and 3 Months
08/2021		-	Cash Account	50	-	-	Between 6 and 12 Months
08/2021		-	Cash Account	50	-	-	Between 2 and 3 Months
07/2021		Prompt	-	100	0	0	Between 6 and 12 Months
06/2021		-	Cash Account	50	-	-	1 Month
06/2021		-	Cash Account	50	-	-	

05/2021	-	Cash Account	250	-	-	1 Month
04/2021	-	Cash Account	-	-	-	Between 6 and 12 Months
10/2020	-	Cash Account	100	-	-	1 Month
09/2020	-	Cash Account	-	-	-	1 Month
09/2020	-	Cash Account	50	-	-	1 Month

EVENTS

LEGAL EVENTS

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

SUITS	JUDGEMENTS	LIENS	UCC FILINGS
TOTAL 0	TOTAL 0	TOTAL 0	TOTAL 0
LAST FILING DATE -	LAST FILING DATE -	LAST FILING DATE -	LAST FILING DATE -

General: The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this was reported. This information may not be reproduced in whole or in part by any means of reproduction.

UCC Filings: There may be additional UCC Filings in the D&B file on this company which are available by contacting 1-800-234-3867.

Suits, Liens, Judgements: There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database that are also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Lien: A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

EVENTS

Events data is not available for this company.

COMPANY EVENTS

The following information was reported on: 07-17-2020

The Delaware Secretary of State's business registrations file showed that Origami Risk LLC was registered as a Limited Liability Company on February 20, 2018, under the file registration number 6762579.

Business started 2009.

RECENT EVENT:.

On January 11, 2016, sources stated that Origami Risk LLC, Chicago, IL, has acquired WireCanyon Software, LLC d/b/a Claimwire, Farmington, UT, on December 15, 2016. With the acquisition, WireCanyon Software, LLC will now operate as a wholly-owned subsidiary of Origami Risk LLC. Employees and management were retained. Terms of the transaction were undisclosed. Further details are unavailable.

PETRIE, ROBERT G, III. Antecedents are unknown.

Business address has changed from 516 Madison Ave, Glencoe, IL, 60022 to 444 N Orleans Street, Chicago, IL, 60654.

Business address has changed from 444 N Orleans Street, Chicago, IL, 60654 to 444 N Orleans St Ste 100, Chicago, IL, 60654.

Business address has changed from 444 N Orleans St Ste 100, Chicago, IL, 60654 to 222 W Merchandise Mart Plaza Ste 2300, Chicago, IL, 60654.

COMPANY PROFILE

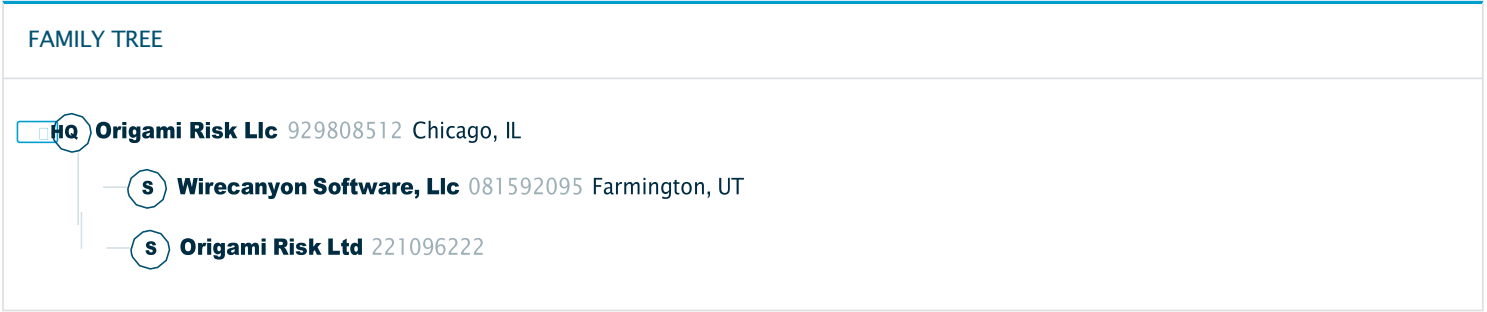
SPECIAL EVENTS
12-12-2020 ORIGAMI RISK LLC was reported by the SBA as a recipient of a loan for \$5,888,000 from BMO Harris Bank National Association on 04/10/2020 under the Paycheck Protection Program as authorized under the CARES Act of 2020.
07-17-2020 On July 6, 2020, the SBA announced that this business was approved for a loan between \$5M - \$10M from BMO Harris Bank National Association through the SBA's Paycheck Protection Program, as part of the CARES Act, in response to the COVID-19 pandemic. The amount of the actual loan may vary from the approved amount.
01-02-2017 MERGER/ACQUISITION: According to published reports, Origami Risk L.L.C., DUNS 929808512, (Chicago, IL) announced that it has acquired Claimwire L.L.C, DUNS 055311555, (Kaysville, UT). The terms of the deal were not disclosed.

D&B currently has no financial information on file for this company.
--

COMPANY OVERVIEW		
D-U-N-S 92-980-8512	Mailing Address 222 N Lasalle St Ste 2125, Chicago IL 60601, US	Annual Sales -
Business Form Corporation (US)	Telephone (312) 546-6515	Employees 207
Date Incorporated -	Fax -	Age (Year Started) 13 years (2009)
State of Incorporation -	Website -	Named Principal PETRIE, ROBERT G, III, MBR
Ownership -	Line of Business Prepackaged software services	SIC 7372

OWNERSHIP

FAMILY TREE SUMMARY		
Members in the Tree	Subsidiaries of this Company	Branches of this Company
3	2	0





Appendix 4 – NDA

Please see NDA on following pages.

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (“Agreement”) is made effective as of July 29, 2022 (“Effective Date”) by and between Origami Risk LLC (“Discloser”) and San Bernardino County (“Recipient”), each of which hereunder may be called a “Party” or collectively called the “Parties.”

In consideration of the mutual promises and conditions set forth below, the Parties agree as follows:

1. Confidential Information. For the purposes of this Agreement, “Confidential Information” refers to Discloser’s consolidated balance sheets, statement of operations, and any other financial information and documentation related to Discloser.
2. Exclusions. Confidential Information shall not include and this Agreement shall not apply with respect to any information which: (i) is at the time of disclosure, or later becomes, publicly known or available to the general public through no breach of this Agreement; (ii) Recipient can show by written evidence was already in its possession before receipt; (iii) is obtained by Recipient from an independent third party who has the lawful right to disclose such information; or (iv) is independently developed by Recipient without use of or reference to Discloser’s Confidential Information.
3. Term. The term of this Agreement shall continue until terminated for any or no reason by written notice to the other Party. The obligations of Recipient as to any Confidential Information accessed or received hereunder shall survive the termination or cancellation of this Agreement for any reason.
4. Non-Use and Nondisclosure. Recipient agrees that it will not use any Confidential Information for any purposes except to evaluate Discloser’s business and any other purpose Discloser may authorize in writing (the “Authorized Purpose”). Recipient agrees that it will not disclose any Confidential Information to (i) any third parties or (ii) Recipient’s own employees and contractors, except for those employees and contractors who are required to have the information in connection with the Authorized Purpose and who have a written obligation to protect same. Recipient shall clearly instruct such employees and contractors to whom Confidential Information is disclosed not to violate the restrictions contained herein and shall take appropriate steps to ensure that these obligations are fulfilled. Recipient agrees that it will not intentionally access any Confidential Information that is not required in connection with the Authorized Purpose and that if it does accidentally access such Confidential Information it will notify Discloser of the access immediately and take all appropriate and reasonable steps to protect and/or destroy any such Confidential Information in its possession.

5. Mandatory Disclosure. If Recipient becomes legally compelled (by applicable law or regulation or by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of

NONDISCLOSURE AGREEMENT

competent jurisdiction or by a government body) to disclose any of the Confidential Information, Recipient shall provide Discloser prompt prior written notice of any such requirement so that the Discloser may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. Recipient shall only disclose that portion of the Confidential Information that Recipient's counsel advises Recipient that it is legally required to disclose.

be entitled, in addition to all other rights and remedies existing in its favor at law, in equity or otherwise, to seek injunctive or other equitable relief (including without limitation a temporary restraining order, a preliminary injunction and a final injunction) against Recipient to

6. No License/No Warranty. Except for the limited use rights provided hereunder, neither Party acquires any rights, licenses, or immunity under the other Party's intellectual property under this Agreement. ANY INFORMATION DISCLOSED TO RECIPIENT HEREUNDER IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT OR CONCERNING THE ACCURACY, SUITABILITY, OR USEFULNESS OF SUCH INFORMATION. DISCLOSER WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF RECIPIENT'S USE OF ANY INFORMATION DISCLOSED HEREUNDER.

7. No Obligation to Proceed. Nothing herein shall obligate either Party to proceed with any transaction or business relationship between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Authorized Purpose. Each Party understands and agrees that no other obligation, contract or agreement with respect to the Authorized Purpose shall be deemed to exist between the Parties unless and until a definitive agreement with respect thereto has been executed and delivered.

8. Return of Materials. All documents and other tangible objects containing or representing Confidential Information disclosed hereunder, and all copies, notes and extracts thereof which are in the possession of the Recipient, shall be and remain the sole property of Discloser and, upon the request of Discloser, shall be promptly returned to Discloser and/or destroyed or deleted upon Discloser's written request.

9. Certain Remedies. Recipient acknowledges and agrees that (i) it would be extremely difficult, if not impossible, to calculate the actual damages in the event of Recipient's breach of this Agreement; and (ii) breach of this Agreement would result in ongoing damages to Discloser that could not be adequately compensated by monetary damages. Accordingly, Recipient agrees that in the event of any actual or threatened breach of this Agreement, Discloser shall

Origami Risk LLC

NONDISCLOSURE AGREEMENT

prevent any actual or threatened breach of this Agreement and to enforce this Agreement specifically, without the necessity of posting a bond or other security or of proving actual damages.

10. Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party; except in connection with a sale, merger, acquisition or other corporate reorganization involving all or substantially all the assets, stock or control associated with a Party's business that relates to the subject matter hereof.

11. Enforceability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or be impaired thereby. The rights and duties created by this Agreement are cumulative of the rights arising under applicable law for the protection of trade secrets, confidential information, proprietary information, unfair competition, and other similar laws with respect to Discloser's Confidential Information. In the event of a conflict between such laws and this Agreement, the terms of this Agreement shall prevail.

12. Entire Agreement. This Agreement is the complete and exclusive statement of the agreement between the Parties as to the subject matter hereof and supersedes all communications (written or oral) between the Parties related thereto. Each Party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement.

13. No Waiver. A waiver of a breach or default under this Agreement shall not be a waiver of any other or subsequent breach or default. A Party's failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition unless such Party expressly waives such term or condition in writing.

14. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. This Agreement shall be governed by the laws of the State of Illinois. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto.

The Undersigned Parties, acting through their duly authorized representatives, have executed this Agreement as of the Effective Date.

ORIGAMI RISK LLC



By: _____

Name: Robert G. Petrie III

Title: President & CEO

SAN BERNARDINO COUNTY

By: _____

Name: _____

Title: _____



Attachment A

Please see following page.

ATTACHMENT A – PROPOSAL CHECKLIST

Use this checklist to ensure that all items requested have been included.

Items Completed		Page (s)
1.	Cover Page	Cover
2.	Attachment A – Proposal Checklist	108
3.	Attachment B – Statement of Certification	110
4.	Statement of Experience and Qualifications	16
5.	Attachment C – Licenses, Permits, and/or Certifications	113
6.	Attachment D – Certification Regarding Debarment or Suspension	115
7.	Project Team Organization Chart	17
8.	Proposal Description	21
9.	Work Plan and Schedule	78
10.	Attachment E – Pricing and Fee Proposal	117
11.	Attachment F – References	119
12.	Attachment G – Employment of Former County Officials	121
13.	Attachment H – Exceptions to RFP	123
14.	Attachment I – Public Records Act Exemptions	129
15.	Attachment J – Indemnification and Insurance Requirements Affidavit	131
16.	Attachment K – Local Vendor Preference Self-Certification	133
19.	Attachment L – Software List	135
20.	Attachment M – Hardware List	137
21.	Financials (Two Years)	84



Attachment B

Please see following page.

**ATTACHMENT B
STATEMENT OF CERTIFICATION**

The following statements are incorporated in our response to the San Bernardino County.

	Statement	Agree (initial)	Agree with exception (initial and attach explanation)
1.	The offer made in the proposal is firm and binding for nine (9) months from the date the proposal is opened and recorded.		
2.	All aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition.	 	
3.	All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle San Bernardino County to pursue any remedy by law.		  We agree that the proposal and attachments are true, but do not agree that they are warranties.
4.	Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.		  Origami does not view the RFP and the responses thereto as contractually binding documents. Only the executed software subscription agreement along with executed statements of work will be binding.
5.	Proposer agrees to provide San Bernardino County with any other information San Bernardino County determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and	 	
6.	Proposer, if selected will comply with all applicable rules, laws and regulations.		
7.	The RFP and General Contract Terms have been reviewed in their entirety and Proposer has no exceptions to any requirements, terms, or conditions. (Please use Attachment H to identify and list any specific exceptions to content or language by indicating the Section, Paragraph number, and Page number, as applicable. Add as many pages as required.)	 	  Exceptions are included in Attachment H.



Attachment C

Please see following page.



Secretary of State
Statement of No Change

(Limited Liability Company)

LLC-12NC

21-G09637

FILED

In the office of the Secretary of State of
the State of California

NOV 18, 2021

This Space For Office Use Only

IMPORTANT — [Read instructions](#) before completing this form. This form may be used only if a complete Statement of Information has been filed previously and there has been no change.

Filing Fee – \$20.00 Copy

Fee – \$1.00;

Certification Fee - \$5.00 plus copy fee

- 1. Limited Liability Company Name** (Enter the **exact** name of the LLC as it is recorded with the California Secretary of State. Note: If you registered in California using an alternate name, [see instructions](#).)

ORIGAMI RISK LLC

- 2. 12-Digit Secretary of State File Number**

202003110108

- 3. State, Foreign Country or Place of Organization** (only if formed outside of California)

DELAWARE

- 4. No Change Statement** (Do not alter the No Change Statement. If there has been any change, please complete a Statement of Information (Form LLC-12).)

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

- 5.** The information contained herein is true and correct.

11/18/2021

Date

Michael Minea

Type or Print Name of Person Completing the Form

Senior Managing Counsel

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document, enter the name of a person or company and the mailing address. This information will become public when filed. ([SEE INSTRUCTIONS](#) BEFORE COMPLETING.)

Name: []
Company:
Address:
City/State/Zip: []



Attachment D

Please see following page.

ATTACHMENT D

**CERTIFICATION REGARDING DEBARMENT OR SUSPENSION;
CALIFORNIA SECRETARY OF STATE BUSINESS ENTITY
REGISTRATION**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFP:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
2. The Proposer certifies, to the best of its knowledge and belief, that neither any subcontractor listed in its Proposal, nor subcontractor's Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The Proposer shall provide immediate written notice to the San Bernardino County Purchasing Agent if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes circumstances.
5. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the San Bernardino county government, the San Bernardino County Purchasing Agent may terminate the contract resulting from this solicitation for default.

6. Proposer affirms that neither it, nor any subcontractor listed in the Proposal, has any recent unsatisfactory performance with the San Bernardino County, during the past twenty-four (24) months at a minimum.
7. Proposer also certifies that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

Origami Risk LLC

A handwritten signature in black ink, appearing to read "Earnest Bentley", is written over a yellow rectangular notary stamp. The stamp contains the text "Notary", "Origami Risk", and "5/14" in a small font, with a small circular emblem at the bottom right.

Earnest Bentley, President, Risk Solutions



Attachment E

Please see following page for provided attachment.

For additional insights to Attachment E, we provide greater granularity of deliverables below:

- Software as a Service (SaaS) model
- RMIS License
- Conversion of historical claims and data from the Insurity Claims Express system
- Project Management by Origami Risk using our Agile PM methodology
- Users = 50 Claims Adjuster licenses; 17 Full Users (representing 12 accounting staff, 5 Dept Staff Analysts); 13 Light User licenses
- WC Jurisdiction License for California
- Hosting, Network and Storage of up to 200,000 incidents/claims and 50GB of file attachments (see below for integration w/ FileNet)
- Enterprise Portal License for up to 2,500 new incidents reported each year
- Interfaces
 - Batch Processes
 - Utilization Review provider – Medex
 - Facilities - Archibus Space Management – import locations
 - Auditor Controller – bi-directional check request/payment process
 - CMS111 – 1 Responsible Reporting Entity (RRE)
 - SAP for ATC (Auditor-Controller/Treasurer/Tax Collector) Department
 - PeopleSoft – import employee details
 - Medical Bill Review – bi-directional interface w/ Careworks
 - Attorney Bills Review (County Counsel)
 - EDI w/ Mitchell International for FROI/SROI – requires County FROI/SROI fees payable direct to Mitchell
 - ISO claim search national database – requires ISO fees payable by County to ISO
 - Pharmacy benefits management system review (Currently MyMatrixx/Cigna Health)
 - API
 - FileNet – Rather than using Origami’s native Doc Management solution, the County will be using their doc mgt solution. Therefore, no conversion of document and will be interfacing with Origami.
- Configuration of 1 Cost Allocation
- 15 email templates, 15 mail-merge documents
- 40 hours of formal Training
- Up to 80 hours of report production including the 26 reports anticipated/identified
- Annual Ongoing Professional Service Hours = 60 per year

ATTACHMENT E – PRICING AND FEE PROPOSAL

Vendor shall provide the summary amount of the recommended optimal Software and Hardware; the vendor shall also provide detailed information and amounts related to their technical support, professional services, annual maintenance, miscellaneous cost, contingencies and additional or optional services. County of San Bernardino Department of Risk Management reserves the right to purchase hardware from other sources. For detailed information related to your Software and Hardware configuration use Attachment L – Software List and Attachment M – Hardware List. You must disclose any commission of fees or discounts you will receive if the County purchases this software and hardware.

	Automated Claims System Options
Hardware: Hardware or supplies necessary to setup, activate, test, and operate an automated claims system. Price includes taxes and delivery charges.	
Software: Software necessary to create, implement, test and operate an automated claims system that will assist in the transfer of data between the County of San Bernardino, Department of Risk Management's automated claims system and all required interfaces.	\$0 cost per year. We are proposing Origami to host the application and deliver via our
Technical Support: Qualified technical support for an automated claims system, documentation and training to Department of Risk Management's staff.	Software as a Service (SaaS) model. The County would simply need an internet connection and browser on an internet device (laptop, desktop, smartphone, tablet, etc.) \$231,500 per year
Professional Services: Professional management and analytical support to facilitate vendor resources required by the automated claims system.	
Annual Maintenance Agreement: Contractual agreement beyond the initial delivery and implementation of system, which may be necessary for support or maintenance. Please provide 1, 2, and 3, year options.	\$60,000 per year. Origami Risk will be licensing the system to the County and IT Operations, Hosting, Security is part of our License of our SaaS. We have included our
Miscellaneous Costs/ Contingencies/ Additional or Optional Services:	Base RMIS license with hosting of up to 200,000 incidents/claims. \$13,500 per year. Post go-live, we have included our standard self-service tools and 60 hours of ongoing professional support per year. Additional hours of post go-live support beyond those bundled in are at the rate of \$225/ hour. Proposal is for a 3 year minimum contract with ability to include for 2 additional option years or a 5 year contract.

COMPANY NAME: _____

AUTHORIZED SIGNATURE:   _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Implementation Fees incurred for setup, configuration and implementation in the first year only are \$140,375

&BSOFTU #FOUMFZ

1SFTJEFOU, 3JTL TPMVUJPOT

7/26/22

5 year Period – anticipated term of March 2023 through March 2028

Proposal is for a 3 year minimum contract which can be structured as a 5 year contract or a 3 year with ability to include for 2 additional option years.

Total Cost for 5 year period: \$1,665,375



Attachment F

Please see following page.

ATTACHMENT F - REFERENCES

Name of Agency/Company	Contact Name, Title and Address	E-mail Address	Phone Number	Dates services provided (from/through*)
Fort Bend County, Texas	Deanna Belto, Risk Claims Administrator 301 Jackson, Suite 701 Richmond, TX 77469	Deanna.belto@ fortbendcountytexas.gov	(281) 238-3253	March 2019 To Present
Cobb County, Georgia	Ordale Randall, Risk Manager 100 Cherokee, Suite 430 Marietta, GA 30090	Ordale.randall@ cobbcounty.org	(770)-528-1587	September 2015 To Present
Knox County, Tennessee	Evan Hauser, Deputy Law Director Workers Comp Division Knoxville, TN 37902	Evan.hauser@ knoxcounty.org	(865) 215-2637	December 2013 To Present
King County, Washington	Ashley Byrd, Senior Business Analyst 401 Fifth Ave, 3rd Floor Seattle, WA 98104	Ashley.byrd@ kingcounty.gov	(206) 263-7894	June 2017 To Present

Provide a minimum of three (3) customer references you have contracted with, providing the same service as requested in this RFP.

*Enter **"Present"** if still providing the services (Example: 10/08/03/present).



Attachment G

Please see following page.

[illegible]



Attachment H

Please see following page.

ATTACHMENT H – EXCEPTIONS TO RFP

CONTRACTOR NAME Origami Risk LLC
ADDRESS 222 N. LaSalle Street, Suite 2100, Chicago, IL 60601
TELEPHONE# (312) 546-6515 FAX # (312) 2-546-6515

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions:
(Please identify and list your exceptions by indicating RFP#, the Section or Paragraph number, and
Page number, as applicable. Be specific about your objections to content, language, or omissions. Add
as many pages as required.)

Please see the attached general and specific exceptions document.

SAN BERNARDINO COUNTY
GENERAL AND SPECIFIC
EXCEPTIONS

As a general response to the terms and conditions noted in the Request for Proposal RMG122-RMADM- 4531 for the acquisition of an automated claim system (including the terms and conditions contained therein) (collectively, the “RFP”), there are a few items for which Origami Risk may require changes.

Origami Risk, as a SaaS provider with over 800 clients in the space, including governmental agencies, public entities, nonprofit public benefit corporations, and institutions of higher learning, is a true multi-tenant SaaS offering that allows all customers to access the Service on a single platform as a single version. The majority of our clients use our standard terms which have been developed based on years of experience delivering our solutions to entities similar to yours. Our documents are designed specifically to support how we conduct business and deliver our software and services, and are also based on widely accepted industry standards which provides the rights, obligations and protections appropriate to the services provided by Origami Risk. In addition, our service is a standardized, commercial service that's offered and operationally supported under the same terms and processes for our entire customer base, which provides economies of scale for security and reliability to a degree that a single customer could not achieve on their own. This standardization, along with a reasonable allocation of risk across the entire customer base, is key to our ability to offer an affordable and cost-efficient service. Because all customers are utilizing the same infrastructure and operational support mechanisms, customized terms on an individual customer basis are not possible in certain areas where processes may be automatic or highly standardized. Included with our proposal is a copy of our standard Software Subscription Agreement and Service Level Agreement for the reasons listed herein for your review.

Origami Risk may have other changes not set forth below which are necessary to ensure that the final contract reflects the nature of the service, but a few issues that Origami Risk would wish to negotiate before execution of a contract include the following items.

1. Liquidated Damages (section 4, pg 10): As a company policy, we do not agree to liquidated damages provisions.
2. Proposer “Key Personnel” (section Q, pg 13): We do not generally permit our clients to dictate how we allocate our resources and personnel. That said we have one of the highest client satisfaction ratings, which we hope is indicative of the type of support and dedication we have to our clients.
3. Proposer’s Guarantee (section s, pg 13): We can agree to warrant that (i) the cloud software service will perform in all material respects in accordance with the agreed upon documentation; and (ii) all professional services rendered will be performed in a professional and commercial reasonable manner consistent with the standard

of care exercised by other professionals in the same industry. If we do not cure our breach within 30 days, you will have ability to terminate the contract.

4. Award (section E, pg 23): Origami does not view the RFP and the response thereto as contractually binding documents. Only the final executed software subscription agreement along with executed statements of work or order forms will be binding.

5. Terms and Conditions

- a. Agreement Assignability (section 2, pg 25): Assignability provisions will be negotiated as part of the final SSA but, generally, the prohibition on assignment runs both ways and requires consent, except for if such transfer (i) is by way of merger, acquisition, or other disposition of all or substantially all of its assets, and (ii) is to a parent or wholly owned sub of a party.
 - b. Background Checks for Contractor Personnel (section 5, pg 25): We conduct background checks in accordance with our internal policies and procedures and in compliance with applicable laws.
 - c. Change of Address (section 6, pg 25): We do not have automatic processes in place to provide notice to clients of changes in address.
 - d. Primary Point of Contract (section 10, pg 26): Our response metrics are set forth in our Service Level Agreement, which is standard across our entire client base of over 800 + clients.
- e. County Representative (section 11, pg 26): We'd like to clarify that any conflicts or disputes between the parties should be negotiated by both parties vs unilaterally by the director of department of risk management.
- f. Nondisclosure (section 25, pg 28): While we understand the county's obligations under public records act and will certainly not interfere with county's compliance with such laws, we do generally expect mutual confidentiality obligations.
- g. Ownership of Documents (section 27, pg 29): Origami owns full rights to all work product, customizations, and services that we provide to the county. The county will have full ownership rights over the data that it uploads into our systems. To note, Origami is not developing any customer software such that it would provide the county with any IP ownership rights (e.g., work made by hire).
 - a. Termination for Convenience (section 36, pg 30): We can generally agree that the non-breaching party has a termination right if the other party materially breaches the contract and does not cure such breach within 30 days of the notice of breach. We do not generally agree to termination for convenience provisions as our pricing is based on fixed term contracts. Any additional termination and remedies rights to be negotiated as part of final contract.
- h. Copyright (section 39, pg 31): Origami owns full rights to all work product, customizations, and services that we provide to the county. The county will have full ownership rights over the data that it uploads into our systems. To note, Origami is not developing any customer software such that it would provide the county with any IP ownership rights (e.g., work made by hire). In addition, subject to the terms and conditions of the Agreement, during the term of the Agreement, Origami will grant county with a non-exclusive right to permit its users to access the Service via the Internet.
 - b. Fiscal Provisions (section 41, pg 31): Our typical invoicing structure is annual upfront invoicing. Payments are generally due within 30 days of receipt of invoice.
 - c. Indemnification and Insurance Requirements (section B, pg 31):
 - i. Our general company policy is to limit our contractual indemnification obligations to IP infringement claims. Any additional indemnifications will need to be negotiated as part of the final contract and our liability will need to be reasonably tied to the fees

that we are receiving and be subject to reasonable disclaimer of consequential damages.

- ii. Per company policy, we are only able to provide additional insured and waiver of subrogation rights for our commercial general liability policy.
 - iii. Please note, that our liability to county will be limited by the limitation of liability as set forth in the contract. Our insurance coverage is meant to cover our entire client base of over 800+ clients and we cannot guarantee any outsized portion of it to any one given client. Furthermore, because our insurance is held for our entire client base, we do not provide clients with any consent or approval rights over such insurance (ie, the insurance we hold is what we hold and not subject to change requirements of any one given client).
 - iv. Origami agrees to provide notice to county as soon as reasonably practicable of any cancellation or changes in insurance such that it is in breach of its insurance obligations in the contract.
 - v. Origami agrees to provide certificate of insurance and additional insured endorsement prior to commencement of contract or upon request by county no more than once in any twelve-month period.
 - vi. Origami does not agree to sharing declaration pages, information on deductibles / retention, or any policies of insurance (we consider this highly confidential information).
 - vii. Origami does not agree that county may procure insurance on our behalf.
 - viii. Origami holds auto liability insurance for hired and non-owned autos (we do not own any autos) and we hold \$1MM insurance limits for each accident, each employee, and for each policy limit.
 - ix. Origami does not generally have coverage for explosion, collapse, and underground hazards (not applicable to the provision of a SaaS).
 - x. All other insurance requirements to be negotiated in good faith between the parties at contract stage.
 - i. Right to Monitor and Audit (section C, pg 35):
 - i. Due to security concerns, we limit audit rights to review of financial records in connection with the contract. That said, we are happy to answer any questionnaires you provide in order for you to determine our compliance with the contract.
 - ii. Any deficiencies will be discussed and resolved in good faith between the parties and breaches of contract will be provided a 30-day cure period.
 - iii. As a company policy, we do not agree to withholding of payments.
 - j. Correction of Performance Deficiencies (section D, pg 35):
 - i. Realistically, both parties will be working together very closely and county will be aware of any issues or potential issues. That said, we do not contractually agree with the requirement to notify you of a potential problem within one working day.
 - ii. We can agree that both parties have the right to terminate the contract for material breaches if such breach is not cured within 30 days notice from the other party. Any additional rights and remedies to be negotiated in good faith between the parties.
6. Exhibit I (Business Associate Agreement)
- k. We can agree to report breaches within 72 hours vs one day and risk assessments will be done in accordance with our policies and procedures. We are happy to provide you with responses to questions you may have

about the breach, but due to security concerns, we do not share our policies in regards do such breach.

- l. We can agree both parties have a termination right if a material breach is not cured within 30 days of notice.
- m. As mentioned above, Origami generally only provides indemnification in connection with IP infringement claims. We are not attempting to shirk any liability, but believe most other matters are complex and best suited for discovery in a court of law.
- n. Costs and liability of Origami is to be negotiated in good faith, but unlimited liability is not something we can agree to.

7. Exhibit II (Business Associate Addendum for Cloud Services):

- o. Please refer to our Service Level Agreement which is standard across our entire client base of over 800+ clients. The SLA sets forth our uptime guarantees and credits for failing to meet such uptime guarantee.
- p. We can provide SOC reports upon request from the county no more than once in any twelve-month period. Disaster recovery and business continuity measures will be done in accordance with our policies and procedures.
- q. Due to security concerns, we limit audit rights to financial records only and we do not provide audit logs, etc. In addition, we do not allow third parties to conduct tests in our systems or step into our shoes in conducting any investigations.



Attachment I

Please see following page.

ATTACHMENT I – PUBLIC RECORDS ACT EXEMPTIONS

CONTRACTOR NAME Origami Risk, LLC

ADDRESS 222 N LaSalle St Ste 2100 Chicago, IL 60601

TELEPHONE# (312) 546-6515 FAX # () _____

Proposer requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the section or paragraph number, and page number, of the proposal where the content is contained.)
Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.



Attachment J

Please see following page.

San Bernardino County
Department of Risk
Management

Request for Proposal
Automated Claim System

No. RMG122-RMADM-4531
Page 47 of 85

ATTACHMENT J – INDEMNIFICATION AND INSURANCE REQUIREMENTS AFFIDAVIT
THE PROPOSER’S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM
AND
THE PROPOSER MUST SUBMIT THIS COMPLETED AFFIDAVIT WITH HIS PROPOSAL.

I, the undersigned (Please check one box) ☒ underwriter ☐ agent/broker, certify that the Proposer listed below and I have jointly reviewed the “Insurance Requirements” in this Request for Proposal (RFP). If the County of San Bernardino (“County”) awards the Proposer the Contract for this project, I will be able, **subject to any exceptions as set forth in the proposal**—within fourteen (14) calendar days after the Proposer is notified of the Contract’s award—to furnish the County with all the required, insurance certificate(s) and endorsement(s) as specified in Section X Paragraph B. Indemnification and Insurance Requirements.

Marsh USA, Inc.

7/27/22

Insurance Broker / Agency
Name

Hagan Surkamer

Insurance Broker’s / Agent’s Name (Printed)

Insurance Broker’s / Agent’s Name (signature)

540 W Madison St, 1200

Chicago

IL

60661

Address

City

State

Zip Code

312-627-6000

312-627-6289

hagan.surkamer@marsh.com

Telephone Number

FAX Number

Email Address

ORIGAMI RISK LLC

San Bernardino County; No. RMG122-RMADM-4531

Proposer’s Name

County RFP Name and Number

Below State the Name of Insurance Company Providing Coverage:

DO NOT write “Will Provide,” “To Be Determined,” “When required,” or similar phrases.

Great Northern Insurance Company
Commercial General Liability

Great Northern Insurance Company
Automobile Liability

Chubb National Insurance Co.

Travelers Property Casualty Company Of America

Workers’ Compensation Liability

Professional Liability

Travelers Property Casualty Company Of America

Cyber Liability

[NOTE TO PROPOSER: See Section X, Paragraph B. Indemnification and Insurance Requirements, for details on the basic requirements and types of insurance for this agreement.]

NOTE TO THE UNDERWRITER / AGENT-BROKER: If the insurance forms that the Proposer submits to the County do not fully comply with the Insurance Requirements, and/or if the Proposer fails to submit the forms within the 14-day time limit, the County may: (1) declare the Proposer's Bid non-responsive, and (2) award the Contract to the next highest ranked Proposer.

If you have any questions about the Insurance Requirements, please contact Jeanette Simonetti, County of San Bernardino - Risk Management Department, at (909) 386-8730 or via e-mail Jeanette.Simonetti@hr.sbcounty.gov (Please provide name and number of RFP with your email question(s)).



Attachment K

Please see following page.

This is not applicable to Origami Risk LLC

ATTACHMENT K – LOCAL VENDOR PREFERENCE SELF-CERTIFICATION



Purchasing

**LOCAL VENDOR PREFERENCE
SELF-CERTIFICATION**

Vendor Legal Name _____
Vendor Representative _____
Vendor Address _____
City, State, Zip _____
Phone _____
Email _____
Federal Tax ID # _____

TO BE CERTIFIED AS A LOCAL VENDOR, eligible for Local Vendor Preference (any vendor, contractor or consultant, hereafter "vendor") I certify under penalty of perjury that meets all of the following requirements:

- The main office (headquarters) or a major regional office is located within the boundaries of San Bernardino County;
- Twenty-five percent (25%) of full-time management employees and twenty-five percent (25%) of full-time regular employees work from locations in the County;
- Employ at least one full-time or two part-time employees with primary residence in the County;
- "Point of sale" for purposes of reporting sales tax to the State Board of Equalization (if applicable) is within the boundaries of the County and payment of any local share of sales tax goes to the County or a city within the County. (If the local business has more than one sales office in the State of California, the office located in the County shall be the point of sale for sales tax calculation);
- Not delinquent in any taxes or other payments to the County;
- Possess a valid and verifiable business license in _____ (if required);
- Have been open and established since _____ ;
- Have had on-going business activity in the field of _____ since _____
(which is at least six months prior to the issuance of the solicitation);
- Have not, within five years prior to the date this form is signed, admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law or any law or regulation regarding fraud and not federally debarred; and
- Not suspended or debarred from participation in the County, in the scope of work that is the subject of the solicitation.

FURTHER, I acknowledge by initialing the following boxes that I understand:

- _____ If any time after being certified as a local vendor, a change in status occurs rendering a vendor no longer eligible for such status, the vendor must notify the Purchasing Agent prior to responding to a solicitation or accepting an award. Self certification is good for a period of five years, then must be renewed.
- _____ False certifications shall be immediate grounds for rejection of any proposal or bid or if the proposal or bid is awarded, grounds for voiding the proposal or bid, terminating any agreement, and seeking damages thereto. Failure to certify the above information shall result in the proposal or bid being considered by the County without any adjustment for a local vendor.
- _____ Self-certification provided by the vendor requesting a local preference shall be submitted to the Purchasing Agent under penalty of perjury. No person or business shall make a false representation to a County official or employee for the purpose of influencing the certification or denial of certification of any local vendor.
- _____ Any vendor that falsely obtains certification shall be ineligible to transact business with the County for not less than one year and not more than three years, at the discretion of the Purchasing Agent. This penalty shall also apply to any vendor that previously obtained proper certification and, because of a change in its status would no longer be eligible for certification, and fails to notify the County of this information prior to responding to a solicitation or accepting an award.

I am an authorized representative of _____ and can legally bind the company.

Date

Name

Position

Reviewed By:



Attachment L

Please see following page.

ATTACHMENT L - SOFTWARE LIST

The vendor shall provide a detailed listing of the software needed for their proposed claims system, which should include but is not limited to County of San Bernardino Department of Risk Management's requirements contained in this RFP. It is crucial that all proposals submitted are evaluated and designed for appropriate capacity and potential growth for both hardware and software. You must disclose any commission of fees or discounts you will receive if the County purchases this software.

Automated Claims System				
Description	Quantity	Unit Cost	Version/Release/Licensing Requirements	Explain Functions
Operating System				
Database				
Application				

Explain Configuration assumptions/constraints (attach additional pages if necessary):

Origami is a completely web based application independent of the Operating System.

Origami Risk system has ability to push data/reports/documents to Excel, PDF, Word. If using system functionality to export data/reports to PDF, Excel, Word, you'd use your software to view in these formats; these applications are not included



Attachment M

Please see following page.

[illegible]

Explain Configuration assumptions/constraints (attach additional pages if necessary):

No hardware is required as Origami will host the application and is made available as a completely web based application.

Assumes the County has an internet enabled device (examples being laptop, desktop, smartphone, tablet) with internet connection.

No hardware is required as Origami will host the application and is made available as a completely web based application.

Assumes the County has an internet enabled device (examples being laptop, desktop, smartphone, tablet) with internet connection.