

7661-04
Amd 19

**NINETEENTH AMENDMENT TO
SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
MARSH CLEAR SIGHT LLC
(f/k/a CS STARS, LLC)
AND
THE CITY OF JACKSONVILLE
FOR
AUTOMATION OF CITY'S RISK MANAGEMENT FUNCTIONS**

THIS NINETEENTH AMENDMENT to Software License and Services Agreement for the Automation of the Risk Management Functions of the City of Jacksonville (the "Project") is made and entered into in duplicate as of this 4 day of Aug, 2015, by and between MARSH CLEAR SIGHT, LLC, f/k/a CS STARS, LLC, a Delaware limited liability company authorized to do business in the state of Florida with a principal address at 540 W. Madison Street, Suite 1200, Chicago, IL 60661 (the "Licensor"), and the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (the "Client").

RECITALS:

WHEREAS, as of August 25, 2008, the Client and CS STARS, LLC made and entered into City Contract #7661-04 (the "Agreement") for the Project; and

WHEREAS, as of April 15, 2015, CS STARS, LLC changed its name to Marsh ClearSight LLC; and

WHEREAS, said Contract has been amended eighteen (18) times previously; and

WHEREAS, said Agreement should be amended further by: recognizing said name change and providing for the substitution of Marsh ClearSight LLC for CS STARS, LLC as a party to said Agreement and all of its amendments; "Cancellation agreement for Statement of Work #17", as contained in Exhibit "EE"; amending "Statement of Work #16 through a

deliverables change request”, as contained in **Exhibit “FF”**; adding, attaching, and incorporating “Consulting Engagement Statement of Work #18, as contained in **Exhibit “GG”**; and, adding, attaching, and incorporating the “Consulting Engagement Recommendations Implementation Statement of Work #19, as contained in **Exhibit “HH”**; with no increase in the maximum indebtedness, such indebtedness remaining a not-to-exceed amount of \$2,456,154.00, and with all other provisions, terms, and conditions of said Agreement, as previously amended, remaining unchanged; now therefore;

IN CONSIDERATION of the Agreement and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the legal sufficiency of which is admitted by the parties, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

2. CS STARS, LLC has changed its name to Marsh ClearSight LLC. Accordingly, Marsh ClearSight LLC shall take the place of CS STARS, LLC in said Agreement and all amendments thereto; Marsh ClearSight LLC shall be responsible and liable for all the work, requirements, duties, and obligations of CS STARS, LLC pursuant to said Agreement and all amendments thereto; and, Marsh ClearSight LLC shall be entitled to all rights of CS STARS, LLC pursuant to said Agreement and all amendments thereto. Whenever the name CS STARS, LLC is used in said Agreement or amendments thereto, that name shall mean and include Marsh ClearSight LLC.

3. Add and attach **Exhibit “EE”**, **Exhibit “FF”**, **Exhibit “GG”**, and **Exhibit “HH”** to said Agreement and incorporate such exhibits therein.

SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms, and conditions of the Agreement (City of Jacksonville Contract # 7661-04) as previously amended shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Nineteenth Amendment the day and year first above written.

WITNESS:

MARSH CLEARSIGHT LLC

By *Phyllis Zavala*
Signature

By *[Signature]*
Signature

Phyllis Zavala
Type/Print Name

CHRIS ODDY
Type/Print Name

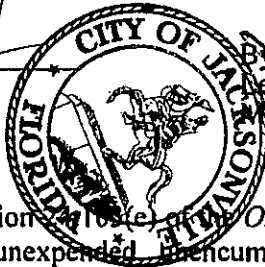
Business Operations Analyst II
Title

CFO
Title

ATTEST:

CITY OF JACKSONVILLE

By *James R. McCain, Jr.*
James R. McCain, Jr.
Corporation Secretary



By *Lenny Curry*
Lenny Curry
Mayor

In compliance with Section 241.05(e) of the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

[Signature]
Acting Director of Finance
Contract # 7661-04, Amendment #19

Form Approved:

James R. McCain, Jr.
Office of General Counsel

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

MARSH CLEAR SIGHT

Marsh ClearSight LLC
540 West Madison Street
Ste 1200
Chicago, IL 60661
www.marshclearsight.com

August 1, 2015

VIA EMAIL: mperin@coj.net

Mitchell Perrin
Financial & Administrative Manager
City of Jacksonville
117 West Duval Street
Suite 335
Jacksonville, FL 32202

RE: Cancellation of Statement of Work #17 ("SOW #17") appended to Amendment No. 18 to the Software License and Services Agreement for the Automation of the Risk Management Functions for the City of Jacksonville, entered into as of September 30, 2014, between Marsh ClearSight LLC ("Marsh ClearSight," formerly known as CS STARS LLC) and City of Jacksonville

Dear Mitch:

As a result of the parties decision to the enter into a new Software as a Service Agreement to become effective October 1, 2015, the above-captioned SOW #17 is no longer required by the parties. Therefore, Client and Marsh ClearSight agree to cancel SOW #17 as of the date of this letter. All funds apportioned by Client, in the amount of \$65,689.00, to pay the proposed fees due Marsh ClearSight under SOW #17 will be applied to future Statements of Work.

Please confirm Client's acceptance of the terms and conditions contained in this letter by signing where indicated below and returning to Stu Frank at stu.frank@marshclearsight.com.

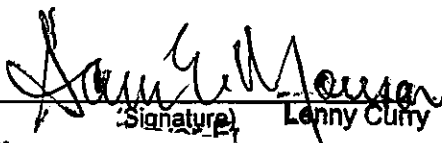
Sincerely,



Chris Oddy
Chief Financial Officer

AGREED AND ACCEPTED:

City of Jacksonville

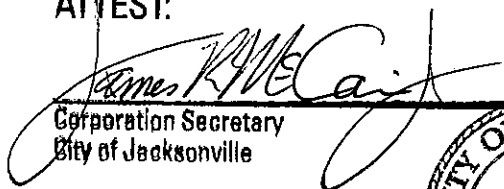
By: 
Signature: Lenny Curry

Name: _____

Title: Mayor

Date: 8/03/15

ATTEST:


Corporation Secretary
City of Jacksonville



Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05



MARSH CLEARSIGHT**Deliverables Change Request #1****Client:** CITY OF JACKSONVILLE, FL**Effective Date:** August 1, 2015**Statement of Work:** #16**License Agreement:** August 25, 2009**The parties agree to the following Change Request:****Deliverables Added:****Modules/Reports/Imports/Exports/Technical Services/Ongoing Services and Training:**

Deliverable (Advanced Feature or Universal Solution)	Description
AmeriSys Interface	<ul style="list-style-type: none"> ○ Configure the standard STARS™ Attachment Import Utility to import and attach files using an index spreadsheet provided by AmeriSys in the standard format ○ Load all electronic copies of AmeriSys' bills and miscellaneous notices into Client's STARS database, attaching these electronic files to existing claims in STARS. Bills and miscellaneous notices must be in acceptable file formats. ○ AmeriSys will place all data on Marsh ClearSight's secure FTP server. Historical data will be provided monthly until all history is processed. Thereafter, weekly updates will be provided ○ One (1) support hour will be utilized each week by the Marsh ClearSight Service Team to perform the ongoing load process. ○ If available Client Support Hours are totally depleted, additional Client Support Hours will be purchased (at \$195 per hour) to complete this task. ○ Note: the load process described above is a semi-automated effort handled by Marsh ClearSight.

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<p>STARSTM Single Sign On ("SSO")</p>	<p>STARSTM Single Sign On utilizes SAML web authentication technology to allow Client to authenticate employees allowed to access the STARSTM application.</p> <ul style="list-style-type: none"> • SSO will require the Client to have a web application (Identity Provider) capable of authenticating users and providing user credentials via a SAML message to the STARSTM application. • The user can then launch the STARSTM application through an internal web portal link distributed by Client. • Users authenticated by SSO will bypass the STARSTM log in screen for the Interview Entry ("IE") module only • Client is responsible for maintaining user ID correlation table (if required) and for passing required authentication information to STARS. • Two STARSTM icons will be placed on Client's intranet site by Client's IT representative. One icon will direct users to the <i>safety path</i> within IE; the other icon will direct users to the <i>workplace injury path</i> • Marsh ClearSight is not responsible for the unauthorized or incorrect usage of the above described icons by Client personnel
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Deliverables to be Changed:

From:

Modules/Reports/Imports/Exports/Technical Services/Ongoing Services and Training:

Deliverable (Advanced Feature or Universal Solution)	Description
ASP Setup	Up to 250 gigabytes for storage of data and attachments. Associated fee is \$114,049.
Client Support, Account Management and Consulting Services	<p>Package of 580 annual Client Support Hours is included in this Statement of Work. Associated fee is \$88,725.</p> <p>Client may pre-purchase additional Client Support Hours packages in advance of the complete erosion of any package at the same rate that Client is charged for such Client Support Hours in the initial package.</p>

To:

Modules/Reports/Imports/Exports/Technical Services/Ongoing Services and Training:

Deliverable (Advanced Feature or Universal Solution)	Description
ASP Setup	Up to 300 gigabytes for storage of data and attachments, requiring an

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	additional fee of \$15,000, bringing the new total to \$129,049
Client Support, Account Management and Consulting Services	Package of 666 annual Client Support Hours (an increase of 86 hours) is included in this Statement of Work, requiring an additional fee of \$16,422, bringing the new total to \$105,147 Client may pre-purchase additional Client Support Hours packages in advance of the complete erosion of any package at the same rate that Client is charged for such Client Support Hours in the initial package.

Fees to be Changed:

Applicable

Not Applicable

From:

Deliverable	Annual Fee	Payment Schedule
ANNUAL LICENSES		
49 STARS Enterprise Licenses and 30 Interview Entry Licenses	\$60,207	
A. SUBTOTAL: ANNUAL LICENSES	\$60,207	
ADVANCED FEATURES AND UNIVERSAL SOLUTIONS— ANNUAL FEES		
1099 Export		
Managed Care Service Provider Interface (Import and Export; Notes export)		
Business Intelligence		
Certificate of Insurance Tracking		
Check Export		
Check Request/Voucher		
Document Loader (Managed Care Service Provider attachments)		
Electronic First and Subsequent Reports of Injury (FROI and SROI) for Florida		
FAMIS Export		
HR Import		

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Deliverable	Annual Fee	Payment Schedule
Interview Entry module		
ISO Indexing Export		
State Forms (Florida) : excluding FROI and SROI		
B. SUBTOTAL: PRODUCTS	\$135,500	
ASP DATA STORAGE (FOR 250 GB)	114,049	
ANNUAL CLIENT SUPPORT (FOR 580 HOURS)	88,725	
C. SUBTOTAL: DATA STORAGE AND CLIENT SUPPORT	\$202,774	
SUBTOTAL (A + B + C)	\$398,481	
TRAVEL AND EXPENSE	\$5,000	
D. TOTAL ANNUAL FEE	\$403,481	Invoiced monthly beginning on October 1, 2014
E. MEDICARE SECTION 111 SOLUTION OPTION 1 ANNUAL FEE PREVIOUSLY STATED IN AND FOR SERVICES DESCRIBED MORE FULLY IN STATEMENT OF WORK #2 DATED SEPTEMBER 2, 2009	\$ 19,500	Invoiced monthly beginning on October 1, 2014
F. EDI TRANSACTIONAL BILLINGS	\$2.00 per EDI transaction sent and received from the State of Florida (not to exceed \$6,000)	EDI transaction fees will be billed quarterly as incurred.

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Deliverable	Annual Fee	Payment Schedule
MAXIMUM INDEBTEDNESS (D + E + F)	\$428,981	

To:

Deliverable	Annual Fee	Payment Schedule
ANNUAL LICENSES		
49 STARS Enterprise Licenses and 30 Interview Entry Licenses	\$60,207	
A. SUBTOTAL: ANNUAL LICENSES	\$60,207	
ADVANCED FEATURES AND UNIVERSAL SOLUTIONS— ANNUAL FEES		
1099 Export		
Managed Care Service Provider Interface (Import and Export; Notes export)		
AmeriSys Interface		
Single Sign On		
Business Intelligence		
Certificate of Insurance Tracking		
Check Export		
Check Request/Voucher		
Document Loader (Managed Care Service Provider attachments)		
Electronic First and Subsequent Reports of Injury (FROI and SROI) for Florida		
FAMIS Export		
HR Import		
Interview Entry module		

MARSH CLEAR SIGHT

Deliverable	Annual Fee	Payment Schedule
ISO Indexing Export		
State Forms (Florida) : excluding FROI and SROI		
B. SUBTOTAL: PRODUCTS	\$135,500	
ASP DATA STORAGE (AN INCREASE OF 50 GB FOR \$15,000)	129,049	
ANNUAL CLIENT SUPPORT (AN INCREASE OF 86 HOURS, BRINGING THE TOTAL TO 666 HOURS, AN ADDITIONAL FEE OF \$16,422)	105,147	
C. SUBTOTAL: DATA STORAGE AND CLIENT SUPPORT	\$234,196	
SUBTOTAL (A + B + C)	\$429,903	
TRAVEL AND EXPENSE	\$5,000	
D. TOTAL ANNUAL FEE	\$434,903	Invoiced monthly beginning on October 1, 2014
E. MEDICARE SECTION 111 SOLUTION OPTION 1 ANNUAL FEE PREVIOUSLY STATED IN AND FOR SERVICES DESCRIBED MORE FULLY IN STATEMENT OF WORK #2 DATED SEPTEMBER 2, 2009	\$ 19,500	Invoiced monthly beginning on October 1, 2014
F. EDI TRANSACTIONAL BILLINGS	\$2.00 per EDI transaction sent and received from the State of Florida (not to exceed \$6,000)	EDI transaction fees will be billed quarterly as incurred.

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Deliverable	Annual Fee	Payment Schedule
MAXIMUM INDEBTEDNESS (D + E + F) ALL ADDITIONAL FEES FOR AN INCREASE IN ASP DATA STORAGE (\$15,000) AND AN INCREASE IN CLIENT SUPPORT HOURS (\$16,422) FOR A TOTAL OF \$31,422 ADDED THROUGH THIS DELIVERABLES CHANGE REQUEST, SHALL BE PAID TO MARSH CLEAR SIGHT THROUGH A PORTION OF THE FUNDS PREVIOUSLY APPORTIONED (\$65,689.00) BY CLIENT TO PAY THE FEES DUE UNDER SOW #17 (RESCINDED).	\$460,403	

Unless changed above, invoices will be issued according to the Pricing and Invoice Schedule detailed in the original SOW #16.

Client acknowledges and agrees that Fees related to this Statement of Work are based on the assumption that the information required for Marsh ClearSight work is made available by Client, and Client key personnel during the course of Marsh ClearSight work will provide the support necessary to complete each deliverable. If delays or other unanticipated problems which are beyond Marsh ClearSight control occur this may result in additional fees, which Marsh ClearSight will discuss with Client as soon as identified.

Additional deliverables outside of the scope of this statement of work, as requested by the Client and agreed by Marsh ClearSight, will be billed at the discounted hourly rate of \$195 / hour [standard hourly rate: \$250 / hour].

Fees Unchanged: **Applicable** **Not Applicable**

AGREED TO and executed by the undersigned duly authorized representatives of each party as follows:

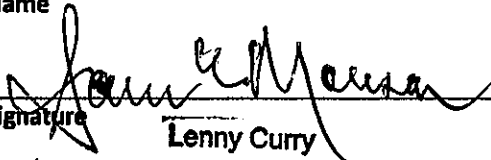
Marsh ClearSight LLC

CITY OF JACKSONVILLE, FL

Name

Name


Signature

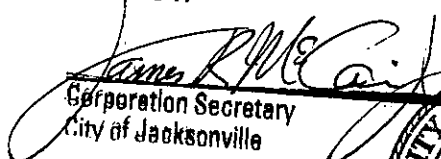

Signature

CFO
Title

Mayor
Title

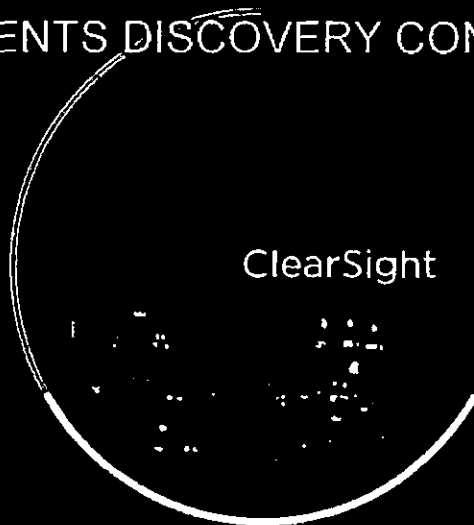
Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

ATTEST:


Corporation Secretary
City of Jacksonville



STATEMENT OF WORK #18
CONSULTING ENGAGEMENT
FROI/SROI - CMS REVIEW AND WORKFLOW
AND
CLAIM AND INSURANCE ASSESSMENT /
REQUIREMENTS DISCOVERY CONSULTING



INTRODUCTION

FROI/SROI - CMS Review ("Phase I") and Claims and Insurance Workflow Assessment / Requirements Discovery Consulting ("Phase II")

This Statement of Work #18 ("SOW") effective August 1, 2015, defines the scope of services to be performed by Marsh ClearSight's Consulting Practice ("Marsh ClearSight") for the City of Jacksonville ("Client").

This SOW is divided into the following sections:

- A. **Scope Definition:** Overview description of the work to be performed
- B. **Critical Success Factors:** Means of evaluating the completion and quality of services performed
- C. **Approach:** How Marsh ClearSight will perform the services
- D. **Deliverables:** Identifiable work products resulting from these services
- E. **Assumptions and Constraints:** Assumptions upon which timing and costs indicated are based and constraints on the project taken into consideration in planning
- F. **Project Timing:** Projected delivery dates and key milestones for deliverables
- G. **Team Responsibilities:** Client obligations on which this project depends and Marsh ClearSight role definitions
- H. **Pricing and Payment Schedule:** Fixed price (or hourly rate) and payment schedule.

A. Scope Definition – Recommendations

Phase I

The objective of this project is to conduct a full assessment of Client's processes and procedures to comply with First Report of Injury ("FROI")/Subsequent Report of Injury ("SROI") EDI State Reporting and CMS MMSEA Section 111 Mandatory Insurer Reporting ("CMS"), document Client's end-to-end FROI/SROI and CMS workflows (existing and future state model) and produce a comprehensive recommendation for efficiency improvements and reduction of non-compliance potential.

The scope of this project includes:

- Understanding Client's key business model components in relationship to FROI/SROI EDI and CMS MMSEA Section 111 Compliance
- Documentation of Client's end to end current state FROI/SROI EDI and CMS MMSEA Section 111 workflows and processes
- Review of existing usage of STARS (and/or additional solutions) to maintain FROI/SROI EDI and CMS MMSEA Section 111.
- Understanding roles of all parties associated with FROI/SROI EDI and CMS MMSEA Section 111 (Client, 3rd Party, Jurisdictions)
- Developing a recommended future state with optimized FROI/SROI EDI and CMS MMSEA Section 111 workflows, processes, configurations, and documentation.

The scope of this phase does not include:

- Assessment or monitoring of Client's compliance with legal or regulatory requirements promulgated by the State of Florida or any other jurisdiction. No actual review of Clients' compliance with mandatory reporting is provided under this Statement of Work.

- Any documents not specifically listed in the Deliverables section of this document
- Implementation or configuration work recommended by Marsh ClearSight

Phase II

The objective of this phase is to develop current state workflows of the end-to-end claims process (including Safety) and identify areas for improvement. Phase II will also include documenting specific contract review tasks of the Property and Casualty Compliance Administrator with recommendations for efficiencies and documenting requirements for Certificate of Insurance management and the requirements of the City Safety Officer, which will be handled via separate Statement(s) of Work should Client agree to proceed. Note that the Certificate of Insurance review is meant to determine if the currently deployed STARS solution may be augmented or improved in any way.

The scope of this phase does not include:

- Any documents not specifically listed in the Deliverables section of this document
- Implementation or configuration work recommended by Marsh ClearSight

B. Critical Success Factors

The project will be considered a success if:

- All interviews, meetings, and review sessions with Client are conducted
- Current and Future State Workflows and Property and Casualty Compliance Administrator's job procedures workflow documentation is delivered to Client
- Current and Future State Workflows and City Safety Officer's job procedures workflow documentation is delivered to Client
- Recommendations for efficiencies in the end-to-end claims process and Property and Causality Compliance Administrator's job workflow
- Documentation including Immediate actions and short-term and long-term actions for full implementation of the Certificate of Insurance Engine is delivered to Client
- Phase II business and technical requirements are documented and delivered to Client for the Certificates of Insurance module (if requested)

C. Approach

Phase I

The work will be conducted via conference calls and webinars and at Marsh ClearSight's facilities, involving the following steps and activities:

1. **Review Client's existing FROI/SROI EDI and CMS documentation**
Review documentation requested from client (as available):
 - Key FROI/SROI EDI regulatory workflows, metrics, roles/responsibilities & policies/procedures
 - CMS Section 111 Reporting workflows, reports utilized, roles/responsibilities and policies/procedures
2. **STARS Configuration Review**
Review current STARS Configuration for FROI/SROI EDI and CMS
3. **Workflow Review**
Prepare, conduct and document interviews with appropriate Client colleagues on FROI/SROI and CMS workflow and procedures
4. **Error Correction Mitigation Review**
Review FROI/SROI EDI and CMS error correction and acknowledgement mitigation processes in general, and specific processes for high-volume error types for Client
5. **Transmission File and Response/Acknowledgment Review**
Review FROI/SROI EDI transmissions and acknowledgement metrics. Review CMS transmissions, responses, and metrics. STARS / Examworks Clinical Solutions (formerly known as Gould & Lamb LLC) / CMS, Document Current State and Future State Workflow Process Maps
Create FROI/SROI EDI and CMS current state workflows and error mitigation processes collating all analysis performed. Perform a gap assessment and develop future workflow documentation artifacts.
6. **Develop Improvement Plan Recommendations**
Develop FROI/SROI EDI Improvement Plan including scope, approach, time requirements, and resources necessary. Includes plans to reduce identified compliance errors.
7. **Project Management**
Marsh ClearSight will conduct periodic checkpoints with the Client to review progress, clarify expectations, and manage clear communication channels on the documents created and the progress with the rest of the Client resources. Marsh ClearSight will participate in weekly project status calls with the Client, via teleconference. Marsh ClearSight will create weekly status reports and send them to the Client via email.
8. **Change Management**
Marsh ClearSight will manage changes to the scope of the project. All proposed changes must be brought to the attention of the Marsh ClearSight Project Manager per the Change Control Procedures discussed during the kickoff meeting using the proper documentation. The Chief of Risk Management must approve of all changes in writing prior to Marsh ClearSight's beginning of additional or changed work.

Phase II (Onsite – 16 hours)

1. Review of the claims and reporting processes with the Chief of Risk Management and the STARS System Administrator/Senior Adjuster, discovery session with the Workers Compensation and Liability claim managers and their senior adjusters; discovery session with the City Safety Officer and the STARS System Administrator/Senior Adjuster
2. Meet with the Property and Casualty Compliance Administrator regarding a) Certificates of Insurance (with Marsh ClearSight Product Owner participating virtually) and b) contract review responsibilities
3. Meet with the City Safety Officer regarding the setup of incident intake and reporting
4. Document job tasks and review for efficiency opportunities

D. Deliverables

Phase I

The project deliverables include the following documents:

- Current State FROI/SROI EDI and CMS Assessment
- Future State FROI/SROI EDI and CMS Workflows , Procedures, and Documentation
- Recommendations Document (including prioritized configurations)

Phase II

The project deliverables include the following documents:

- Current State Workflows of the Claims process with recommendations for improvement and efficiencies
- Detailed Business/Technical Requirements for the Certificates of Insurance Rule Engine full implementation
- Current State Workflows of the Property and Casualty Compliance Administrator's job tasks relating to contract review with recommendations for improvement and efficiencies
- Current State Workflows of the City Safety Officer's job tasks relating to incident intake and reporting with recommendations for improvement and efficiencies
- Recommendations Document (including configurations)

E. Assumptions and Constraints

The following list includes assumptions and constraints on the project that have been taken into consideration when preparing this Statement of Work. If any prove to be inaccurate or unreliable, the project schedule or cost may require a change per the Change Control Procedure discussed in Section C.

Assumptions

- Client resources will be available for required meetings and questions that may arise throughout the engagement.
- Client schema and data will be available to Marsh ClearSight team

Constraints

None listed

F. Project Timing**Phase I**

The following table shows approximate dates for deliverables. Note that all are contingent on review of drafts by Client per the approach above in Section C.

Item	Target date for final Marsh ClearSight deliverables	Dependencies
Client document Review	Week 1	Delivery of available document by Client by start of project
STARS configuration review	Week 1	Client schema and data available to Marsh ClearSight Team Members
Workflow reviews	Week 2	Client team members available for all meetings
Transmission file and error reviews	Week 2	Client schema and data available to Marsh ClearSight Team Members
Error / Acknowledgement process reviews	Week 2	Client team members available for all meetings
Current and Future State Workflow Process Maps, Procedures, and Documentation	Week 3	All Client review meetings completed.
Improvement Plan	Week 4	

Phase II

The following table shows the specific deliverables. Note that all are contingent on the review of the drafts by Client per the approach documented above in Section C. The target for delivery of the below items is two weeks.

Item	Dependencies
Current State Claims Workflow including Safety	Client is available for clarifications on workflows and requirements

Item	Dependencies
Detailed Business/Technical Requirements for the Certificates of Insurance Rule Engine possible full implementation; contract review responsibilities	Client is available approximately one week post session for questions/clarifications

G. Team Responsibilities

The following is a list of Client responsibilities necessary for the successful completion of this effort. Marsh ClearSight has used this information in establishing the schedule and pricing for the services. In the event an item identified below does not occur in the manner or timeframe shown, such circumstance shall constitute a change that will require an adjustment to the schedule and/or price.

Role	Responsible for	Time Commitment
Business Sponsor (Chief of Risk Management or designee)	<ul style="list-style-type: none"> ▪ Participating in status meetings as appropriate ▪ Authorizing scope changes affecting this Statement of Work ▪ Discussing project schedule with Marsh ClearSight as needed 	1-2 hours per week on average
Client Project Team Leader (Marsha Beard)	<ul style="list-style-type: none"> ▪ Participating in kickoff meeting, brainstorming session, interviews, and status calls or meetings ▪ Answering technical questions about the documents and the processes ▪ Reviewing prototypes and all drafts within timeframe indicated on project plan ▪ Facilitating with the rest of the project team to get comments back from Client team members ▪ Working with Marsh ClearSight to resolve conflicting review comments ▪ Tracking issues and tasks as necessary ▪ Providing overall support for project 	Average 8 to 10 hours per week for project duration

Phase II

Role	Responsible for	Time Commitment
Business Sponsor (Chief of Risk Management or designee)	<ul style="list-style-type: none"> ▪ Participating in status meetings as appropriate ▪ Authorizing scope changes affecting this Statement of Work ▪ Discussing project schedule with Marsh ClearSight as needed 	1-2 hours per week
Client Project Team Leader (Marsha Beard)	<ul style="list-style-type: none"> ▪ Brainstorming session, interviews, and status calls or meetings ▪ Answering technical questions about the documents and the processes ▪ Reviewing prototypes and all drafts within timeframe indicated on project plan 	Marsha Beard: 14 hours over three day period Ceci Ford: 1-2 hours
Core Project Team Members (Ceci Ford, Barbara Holton, Pam Conoly, Bruce Tyson)	<ul style="list-style-type: none"> ▪ Participate in working meetings, interviews, and status calls or meetings ▪ Answering technical questions about the documents, processes and job duties ▪ Reviewing prototypes and all drafts within timeframe indicated on project plan 	4 hours (est.). Available for questions and clarifications post session

I. Pricing and Payment Schedule

Phase I

Funds previously apportioned by Client to pay the proposed fees due Marsh ClearSight under SOW #17 will be applied to the fees due Marsh ClearSight under this SOW #18.

The fixed price fee for the work described herein is \$26,000. Marsh ClearSight will invoice Client on following schedule with given amounts:

\$26,000 on SOW #18 Effective Date

Phase II

The fixed price fee for the work described herein is \$8,000. Marsh ClearSight will invoice Client on following schedule with given amounts:

\$8,000 on SOW #18 Effective Date

TOTAL FEE FOR SOW #18 IS \$34,000.

ALL ADDITIONAL FEES FOR THE ABOVE PHASE I (\$26,000) AND PHASE II (\$8,000) FOR A TOTAL OF (\$34,000) ADDED THROUGH THIS STATEMENT OF WORK #18 SHALL BE PAID TO MARSH CLEARSIGHT THROUGH A PORTION OF THE FUNDS PREVIOUSLY APPORTIONED (\$65,689.00) BY CLIENT TO PAY THE FEES DUE UNDER SOW #17 (RESCINDED).

Upon signed acceptance of this Statement of Work #18, the terms and conditions in the Software License and Services Agreement between Client and Marsh ClearSight dated August 25, 2008, between Client and Marsh ClearSight (as amended, the "Agreement") shall govern this Statement of Work except in the event of a conflict between the terms of this Statement of Work and the Agreement, the terms of this Statement of Work shall prevail.

City of Jacksonville

Marsh ClearSight LLC

By:

Lenny Curry

Name: Lenny Curry

By:

Chris O'Doy

Name: CHRIS ODOY

Name:

Name:

Title:

Title: Mayor

Title:

Title: CFO

Date:

Date: 8/03/15

Date:

Date: 7/31/15

ATTEST:

James R. McCall

Corporation Secretary
City of Jacksonville

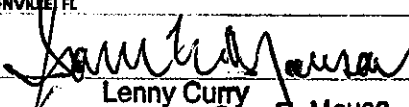



Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. . . .

EXHIBIT "HH"

MARSH CLEARLIGHT

STARS Statement of Work No. 19 | 2015

CLIENT NAME		CLIENT BILLING ADDRESS AND CONTACT INFORMATION	
CITY OF JACKSONVILLE, FL		117 West Duval Street, Suite 335 Jacksonville, FL 32202	
STATEMENT OF WORK EFFECTIVE DATE		CLIENT PURCHASE ORDER NUMBER OR OTHER REFERENCE:	
1 August 2015			
APPLICABLE MARSH CLEARLIGHT SOFTWARE LICENSE AND SERVICES AGREEMENT EFFECTIVE DATE		STATEMENT OF WORK TERM	
25 August 2008		2 months	
APPLICABLE MARSH CLEARLIGHT SOFTWARE LICENSE AND SERVICES AGREEMENT EXPIRATION DATE		APPLICABLE MARSH CLEARLIGHT SOFTWARE LICENSE AND SERVICES AGREEMENT EXPIRATION DATE	
30 September 2015			
DOES THIS STATEMENT OF WORK SUPPLEMENT A PRIOR STATEMENT OF WORK?			
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, THIS STATEMENT OF WORK SUPPLEMENTS THE STATEMENT OF WORK BETWEEN THE PARTIES WITH THE FOLLOWING NUMBER AND DATE:		PRIOR STATEMENT OF WORK NUMBER PRIOR STATEMENT OF WORK DATE Click here to enter a date.	
CLIENT STATEMENT OF WORK ACKNOWLEDGMENT AND AGREEMENT		MARSH CLEARLIGHT STATEMENT OF WORK ACKNOWLEDGMENT AND AGREEMENT	
CITY OF JACKSONVILLE, FL		Marsh ClearSight LLC	
Signature:  Lenny Curry Sam E. Mousa Chief Administrative Officer For: Mayor Lenny Curry Under Authority of: Executive Order No. 2015-05		Signature:  CHRIS ODDY CEO	
Printed Name:		Printed Name:	
Mayor		CHRIS ODDY	
Title:		Title:	
Mayor		CEO	
Signature Date: 8/03/15		Signature Date: 7/31/15	
FEES			
Additional Services Fee	CLIENT TOTAL	PAYMENT SCHEDULE	ADDITIONAL DETAILS
	\$6,000	Other; see details	Configuration relating to SOW #18, Phase I. Billed on SOW #19 Effective Date
Additional Services Fee	\$10,000	Other; see details	Configuration relating to SOW #18, Phase II. Billed on SOW #19 Effective Date
ALL FEES FOR THE ABOVE SERVICES ADDED THROUGH THIS STATEMENT OF WORK #19 (\$16,000) SHALL BE PAID TO MARSH CLEARLIGHT THROUGH A PORTION OF THE FUNDS PREVIOUSLY APPORTIONED (\$65,689.00) BY CLIENT TO PAY THE FEES DUE UNDER SOW #17 (RESCINDED).			
ADDITIONAL SERVICES			
TYPE	SCOPE AND ASSUMPTIONS	HOURS	
Professional Services	Configuration of STARS Enterprise based on Client-approved findings (see SOW #18). Phase I configuration: 31 hours; Phase II configuration: 51 hours	Total of 82 hours	
This STARS Statement of Work (the "SOW") sets forth the terms generally applicable to the services provided by Marsh ClearSight LLC ("Marsh ClearSight") to the client named in this SOW (the "Client") under the STARS Product and Services Schedules (the "Schedules") and Software License and Services Agreement entered into by Marsh ClearSight and Client and described in this SOW (the "Agreement"). Client will pay all applicable rates and fees for the Services set forth in the Schedules and the Agreement as set forth in this SOW, which is incorporated by reference therein. Applicable taxes are not included in amounts set forth in this Statement of Work. Travel and other expenses not set forth in this Statement of Work shall be billed as incurred. All Service Hours set forth in this SOW			



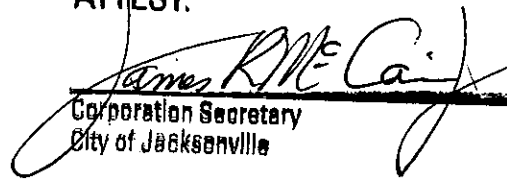
ATTEST:

 Corporation Secretary
 City of Jacksonville



EXHIBIT "HH"

MARSH CLEAR SIGHT

STARS Statement of Work No. 19 | 2015

shall expire at the end of its current term. In the event all Service Hours are eroded, additional Service Hours may be purchased at reduced package rates or will be billed as incurred at current rates. All subscription and annual services fees are billed on the Statement of Work Effective Date and on its subsequent anniversaries. The terms of the Agreement shall supersede any terms provided by Client unless mutually agreed in writing by both parties. Unless expressly indicated to supplement a prior Statement of Work or otherwise agreed in writing by the parties, this SOW shall supersede prior Statements of Work for the same Services. Fees stated in this Statement of Work have been agreed with Client based on the assumption that the information required for work to be performed is made available by Client and Client key personnel during the course of work. If delays or other unanticipated problems which are beyond Marsh ClearSight's control occur this may result in additional fees, which Marsh ClearSight will discuss with Client as soon as identified. Assumptions Marsh ClearSight has made that Marsh ClearSight deems critical to the process are set forth in the Agreement, Products and Services Schedule and this Statement of Work. Client will provide required resources to facilitate execution of all deliverables by the STARS team within the project schedule mutually agreed before the commencement of the project; this will include time from business users and source system owners for meetings, data requests, gathering of data required and most importantly help obtaining timely decisions from relevant parties.