



When performing Services on-site at County, Origami shall comply with, and ensure that all Origami Personnel comply with, all rules, regulations and policies of County that are communicated to Origami in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. If County disputes charges related to the invoice submitted by Origami, County shall notify Origami no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

Mutually approved travel, conference and/or mileage expenses incurred in the performance of required Services, including will be compensated only in accordance with the County's Travel Policy, a copy of which will be provided upon request. Receipts evidencing travel related expenditures made by Origami or Origami's subcontractors shall be submitted to the County Auditor's Office:

Fort Bend County Auditor  
Attn: Robert Ed Sturdivant  
301 Jackson Street, Suite 701, Richmond, TX 77469

4. **Limit of Appropriation.** It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the County Auditor of Fort Bend County for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; that notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of County as to payment under the terms and provisions of this Agreement is limited to this sum, plus additional amounts of funds from time to time certified available pursuant to Sections 111.061 through 111.073 of the Local Government Code, as amended, for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; and that when and if all the funds so certified are expended for the purpose of satisfying County's obligations under the terms and provisions of this Agreement, the sole and exclusive remedy of Origami is to terminate this Agreement.

Origami does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Origami may become entitled to and the total maximum sum that County may become liable to pay to Origami shall not under any conditions, circumstances, or interpretations thereof exceed the funding certified as available by the County Auditor as of the date so certified. Additional funding for this Agreement is contingent upon further appropriations from the County's Commissioners Court.

5. **Public Information Act and Open Meetings Act.** Origami expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Origami shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Origami expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Origami for any reason are hereby deleted.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Origami in any way associated with the Agreement.

8. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
  
9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Origami hereby verifies that Origami and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
  - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Origami does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Origami does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
  - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Origami does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
  
10. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. No other provisions to this Agreement apply except for the terms which appear and/or are incorporated in this Addendum, Exhibit A, and Exhibit B.

11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, ORIGAMI ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
12. **Use of Customer Name.** Origami may use County's name without County's prior written consent only in any of Origami's customer lists, any other use must be approved in advance by County.
13. **Performance Warranty.** Origami warrants to County that Origami has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Origami will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with prevailing professional standards for the industry.

Origami's warranty to County for the Services is contained in the Software Subscription Agreement (Exhibit A).

14. **Conflict.** In the event of any conflict or inconsistency among the terms and conditions set forth in the documents comprising this Agreement, the order of priority shall be:
  - a. This Addendum;
  - b. Software License Subscription and Implementation Agreement (R18-092), attached hereto as Exhibit B; and
  - c. Origami's Statement of Work #20220312 and Software Subscription Agreement, attached hereto as Exhibit A.
15. **Personnel.** Origami represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Origami shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Origami shall have such knowledge and experience as will enable them to perform the duties assigned to them.

16. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

17. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
18. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
19. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any applicable record retention laws.

**20. Termination.**

20.1. Termination for Default. Either party may terminate the whole or any part of this Agreement for cause in the following circumstances:

- (a). If the other party materially breaches any of the covenants or terms and conditions set forth in this Agreement and does not cure such breach within a period of thirty (30) days after receipt of notice specifying such breach

20.2. Upon termination of this Agreement, County shall compensate Origami in accordance with § 3, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Origami's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 3 above.

20.3. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Origami.

**21. Insurance.**

- A. Prior to commencement of the Services, Origami shall furnish County with properly executed certificates of insurance which shall evidence all insurance required. Origami shall provide certified copies of insurance endorsements if requested by County. Origami shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Origami shall obtain such insurance written on an Occurrence form from such companies having Bests rating of

A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:
  - (1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.,) stored or transmitted in electronic form.
  - (2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure
  - (3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if

required). All Liability policies except for Professional Liability for Information Technology written on behalf of Origami shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

- C. If required coverage is written on a claims-made basis, Origami warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
  - D. Origami shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
  - E. In the event that cancellation of or changes to the certificates or the policies results in Origami's failure to comply with the requirements of this Section, Origami shall provide written notification to Fort Bend County.
  - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Origami.
22. **Compliance with Laws.** Origami shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Origami shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
23. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.
24. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.
25. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

26. **Remote Access.** If Origami requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Information Technology Director in writing, the below requirements must be met before Origami is granted remote access to County Systems:
- (A). Origami will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Information Technology Security Manager or the Assistant Information Technology Manager.
  - (B). Origami will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Origami will not access County Systems via unauthorized methods.
  - (C). Origami's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
  - (D). Remote access is restricted only to County Systems necessary for Origami to conduct provide Services to County pursuant to this Agreement.
  - (E). Origami will allow only its Workforce approved in advance by County to access County Systems. Origami will promptly notify County whenever an individual member of Origami's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Origami will keep a log of access when its Workforce remotely accesses County Systems. Origami will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
  - (F). If any member(s) of Origami's Workforce is provided with remote access to County Systems, then Origami's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
  - (G). Failure of Origami to comply with this Section may result in Origami and/or Origami's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
  - (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Origami, is under the direct control of Origami, whether or not they are paid by Origami and who have direct or incidental access to County Systems.
  - (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative

descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

(Execution Page Follows)

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IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

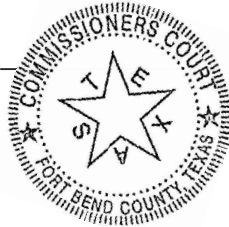
**FORT BEND COUNTY**

*KP George*  
County Judge KP George

KP George  
County Judge

May 24, 2022

Date



ATTEST:

*Laura Richard*

Laura Richard, County Clerk

**ORIGAMI RISK LLC**

*Earnest Bentley*

Authorized Agent – Signature

Earnest Bentley

Authorized Agent- Printed Name

President, Risk Solutions

Title

May 16, 2022

Date

REVIEWED:

*Robyn Douglas*

Information Technology Office

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of **\$163,125.00** are available to pay the obligation of Fort Bend County under this Agreement for services and/or product provided by Origami for the following service period: March 12, 2022 - March 11, 2025.

*Robert Ed Sturdivant*  
Robert Ed Sturdivant, County Auditor

May 24, 2022  
Date Certified

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$         are available to pay the obligation of Fort Bend County under this Agreement for services and/or product provided by Origami for the following service period: \_\_\_\_\_.

Robert Ed Sturdivant, County Auditor

Date Certified

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$         are available to pay the obligation of Fort Bend County under this Agreement for services and/or product provided by Origami for the following service period: \_\_\_\_\_.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

\_\_\_\_\_  
Date Certified

Exhibit A: Origami's Statement of Work #20220312 and Software Subscription Agreement; and  
Exhibit B: Software License Subscription and Implementation Agreement (R18-092)

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# Exhibit A

## STATEMENT OF WORK #20220312

This Statement of Work (“SOW”) describes services to be performed by Origami Risk LLC (“Origami”) for Fort Bend County (“Client”). This SOW is subject to all the terms and conditions of the Software License Subscription and Implementation Agreement (R18-092) between Client and Origami dated March 12, 2019 (the “Agreement”).

### PURPOSE AND TERM

The purpose of this SOW is to renew Client’s subscription to Origami’s Risk Management Information System (RMIS) (the “Service”) as set forth in this SOW. The term of this SOW shall begin on March 12, 2022 and shall continue for a duration of three years. Origami and Client agree that the term of the Agreement shall be extended through the duration of the term of this SOW.

### LICENSES

<b>Base Functionality</b>		
<b>Functionality</b>	<b>Selected</b>	<b>Description</b>
RMIS	<b>Yes</b>	Includes functionality related to risk management, including incidents, claims, insurance policy management, locations, safety, and risk management portal.
Claims Adjudication	<b>No</b>	Includes additional functionality related to claims adjudication.
Policy Underwriting and Issuance	<b>No</b>	Includes additional functionality related to policy underwriting and issuance.
Governance, Risk & Compliance (GRC)	<b>No</b>	Includes GRC/ERM functionality.

\* Origami may also offer other base functionality not included under this SOW.

<b>User Licenses</b>		
<b>License</b>	<b>Quantity</b>	<b>Description</b>
Full User	<b>5</b>	These licenses have access to all the capabilities and features of the Service under the base functionality selected above, except those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits. These licenses have access to Extended Functionality features to the extent selected below.
Light User	<b>1</b>	These licenses have access to the dashboard, reports pre-configured for them, and read-only access to other areas of the Service under the selected base functionality. Light Users do not have access to Administration features or Extended Functionality features.
Claims Adjusting User	<b>0</b>	These licenses have access to all the features and capabilities of the Service under the base functionality selected above, including those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits. These licenses have access to Extended Functionality features to the extent selected below.

<b>Non-Named-User Access Licenses</b>			
<b>License</b>	<b>Selected</b>	<b>Quantity</b>	<b>Description</b>
Enterprise Wide Record Entry	No	Up to 0 <b>records</b> added per year	These licenses are not named licenses and have access only to enter records either by (1) an anonymous collection portal, by clicking an anonymous collection link generated via Origami’s administration features (“Portal Data Entry”) or (2) granting access to a URL sent from the Service as a Data Entry Event email notification, giving time limited access to a single record (“Grant Access”).
Enterprise Values Collection	No	<b>0 Users</b>	These licenses allow representatives in the field to enter data through the Service’s online platform pertaining to information necessary for renewal submissions, such as TIV, Square Footage, COPE information, or other such asset and exposure data.

<b>Extended Functionality Licenses</b>			
<b>License</b>	<b>Selected</b>	<b>Quantity</b>	<b>Description</b>

API Access	No	<u>N/A</u>	This license provides access to Origami's web service REST APIs using calls. API calls may be made concurrently, subject to reasonable limitation when needed to preserve system performance. Requires a minimum of five (5) Full Users and/or Claims Adjusting Users.
Secure Email	No	Up to <b>0 Secure Emails</b> sent per month	This license provides secure email functionality, which provides password protected hosting for email communications from and to the Service.

Page

OCR Scanning	No	<b><u>Not Included</u></b>	This license provides optical character recognition (OCR) functionality for mapping specified data from scanned documents to data fields within the Service.
Certificate of Insurance Tracking	No	<b><u>0 Insureds</u></b>	This license provides certificate of insurance tracking for third party insureds, such as tenants, vendors, contractors or customers.
SMS Messaging	No	<b><u>0 SMS Messages</u></b>	This license provides the ability to send SMS messages as workflow actions within the Service's administration features.
Two Factor Authentication	No	<b><u>0 2FA Messages</u></b>	This license provides the ability to send SMS and/or email messages to users to validate their identity before logging in from a new device and/or once every 30 days from the same device.
Mobile Forms App	No	<b><u>Not Included</u></b>	Origami's Mobile Forms App may be used by any named user for no additional license fee, but service hours are required for configuration.
Mobile Claimant App	No	<b><u>Not Included</u></b>	Origami's Mobile Claimant App may be used by any named user for no additional license fee, but service hours are required for configuration. Requires a minimum of three (3) Claims Adjusting Users.
Workers' Compensation Solutions	No	Jurisdictions: <u>N/A</u>	This license includes the following Origami Compliance solutions (this functionality is only available to Claims Adjusting Users): <ul style="list-style-type: none"> <li>• Automated EDI FROI/SROI State Reporting via Mitchell</li> <li>• Indemnity Benefits Rates</li> <li>• Workers' Compensation State Forms</li> </ul>
ODG Integration User	No	<b><u>0 Users</u></b>	This license provides integration with ODG's Return to Work guidelines. Only Claims Adjusting Users and Full Users may utilize this feature. This feature queries ODG's RTW and treatment guidelines based on WC claim diagnosis codes.
Tableau	No	<b><u>0 Users</u></b>	This license allows Origami users to access Tableau within the Origami environment, providing enhanced data visualization.
eSignature Integration	No	<b><u>0 Envelopes</u></b>	This license provides the ability to tag mail merge documents with electronic signature fields, authenticating through a third-party eSignature tool.

### **License Notes:**

1. Origami adds generally available features from time to time that may require configuration prior to use. If Client requests Origami's assistance in this configuration, Professional Services hours may be applied for any such configuration.
2. In addition to the generally available features, Origami may occasionally deploy new functionality that will require an Extended Functionality License similar to those listed in the Extended Functionality License section above. These features may require additional fees based on record volume, number of additional users accessing the new features, or some other incremental cost driver. Client may agree to add such an Extended Functionality License in a separate Statement of Work.

## **HOSTING**

Origami will provide data hosting for up to 25,000 claims and incidents. In addition, Origami will provide 50GB of searchable file attachment hosting. Additional hosting is available at any time during the term of this SOW as set forth in the Pricing section below.

Origami will host the application and data in a secure internet accessible environment. Origami will backup Client data at periodic intervals each day.

## **ONGOING SUPPORT**

### **Carrier / TPA Claims Data Ongoing Processing**

Origami will:

Process the claim data updates received from Client data providers as follows:

- CCMSI: Claims, Financial Transactions, Notes processed Weekly

Client will:

- Use tools in the Service to resolve exceptions, if any, such as missing locations, incomplete code maps, and other exceptions, which may occur in the update as a result of data errors or missing data from data providers.
- Notify Carrier / TPA of data exceptions when appropriate to have data corrected at source.

### **Professional Services**

This SOW includes up to 35 hours of Professional Services in the first year, up to 35 hours in the second year, and up to 35 hours in the third year. Professional Services include any work performed by Origami professionals on behalf of Client. Examples include:

- Helpdesk support for users
- Additional user training
- General assistance utilizing the Service
- Configuration of features for Client's use
- Maintenance of screens and system configurations as workflows evolve
- Configuration of customized reports
- Maintenance or modification of any import or export scripts
- Attendance in meetings
- Project management tasks and administration

## PRICING AND INVOICE SCHEDULE

The price for the licenses and services listed above in this SOW is \$54,375 for the first year, \$54,375 for year two, and \$54,375 for year three of this SOW. Exhibit A provides a detailed breakdown of the components of the price. Such payments will be due as follows:

03/12/2022 - **\$54,375**

03/12/2023 - **\$54,375**

03/12/2024 - **\$54,375**

If needed, additional services can be purchased through an addendum to this SOW. 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.

### ADDITIONAL PRICING:

1. If Client requires additional hosting during the term of this SOW, additional hosting fees will apply as follows:

**- Current annual fee for hosting of up to 25,000 Claims / Incidents = \$15,000**

**- Annual fee for hosting of 25,001-50,000 Claims / Incidents = \$25,000**

**- Annual fee for hosting of 50,001-100,000 Claims / Incidents = \$35,000**

**- Current annual hosting fee includes 50GB of searchable File Attachment hosting**

**- Additional searchable File Attachment hosting is \$2,500 per 50GB per year**

2. Additional Professional Service hours will be invoiced as incurred at Origami's unbundled rate. Bundled hours (minimum of 10) may be added prior to the start of each contract year at Origami's bundled rate.

3. Additional users, additional licenses or additional use beyond that which is listed above in the Licenses section of this SOW shall require additional fees. Origami shall invoice Client, and Client shall pay for any additional licenses, hosting, service hours or other usage in excess of what is specified in this SOW.

## AMENDMENT TO AGREEMENT

The Agreement is hereby amended to add a new section 30 to read in its entirety as follows:

### “30. Piggybacking

30.1 County hereby agrees that, to the extent agreed by Origami, any other federal, state or local governmental entity in the United States may rely on (and “piggyback” on) the terms and conditions of this Agreement, including the process used to enter into this Agreement and any pricing set forth in any SOW under this Agreement; provided that any resulting agreement between Origami and any such governmental entity shall be a separate contractual agreement and shall not impose any obligations or liability on County.”

# STATEMENT OF WORK APPROVAL

The undersigned agree to this Statement of Work.

**ORIGAMI RISK LLC**

**Fort Bend County**

By: \_\_\_\_\_

Name: \_\_\_\_\_ Earnest Bentley  
(Print Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_ President,  
Risk Solutions

Name: \_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_ 3/7/2022

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A PRICING DETAIL

Quote Year ↑	Opportunity Name	Product: Product Family	Product Name	Product Notes	Start Date	End Date	Quantity	Net Total
Year 1	2022 Renewal - Fort Bend County (TX)	LICENSE	Light User(s)		3/12/2022	3/11/2023	1	USD 500.00
	2022 Renewal - Fort Bend County (TX)	LICENSE	Full User(s)		3/12/2022	3/11/2023	5	USD 12,500.00
	2022 Renewal - Fort Bend County (TX)	LICENSE	RMIS		3/12/2022	3/11/2023	1	USD 10,000.00
	2022 Renewal - Fort Bend County (TX)	HOSTING	Hosting, Network & Storage > Traditional Per Claim		3/12/2022	3/11/2023	25000	USD 15,000.00
	2022 Renewal - Fort Bend County (TX)	DATA PROCESSING	Claims, Transaction, and Notes > Weekly	CCMSI	3/12/2022	3/11/2023	1	USD 8,500.00
	2022 Renewal - Fort Bend County (TX)	ONGOING SUPPORT	Ongoing Support & Maintenance		3/12/2022	3/11/2023	35	USD 7,875.00
Subtotal	Sum							USD 54,375.00
Year 2	2022 Renewal - Fort Bend County (TX)	LICENSE	Light User(s)		3/12/2023	3/11/2024	1	USD 500.00
	2022 Renewal - Fort Bend County (TX)	LICENSE	Full User(s)		3/12/2023	3/11/2024	5	USD 12,500.00
	2022 Renewal - Fort Bend County (TX)	LICENSE	RMIS		3/12/2023	3/11/2024	1	USD 10,000.00
	2022 Renewal - Fort Bend County (TX)	HOSTING	Hosting, Network & Storage > Traditional Per Claim		3/12/2023	3/11/2024	25000	USD 15,000.00
	2022 Renewal - Fort Bend County (TX)	DATA PROCESSING	Claims, Transaction, and Notes > Weekly	CCMSI	3/12/2023	3/11/2024	1	USD 8,500.00
	2022 Renewal - Fort Bend County (TX)	ONGOING SUPPORT	Ongoing Support & Maintenance		3/12/2023	3/11/2024	35	USD 7,875.00
Subtotal	Sum							USD 54,375.00
Year 3	2022 Renewal - Fort Bend County (TX)	LICENSE	Light User(s)		3/12/2024	3/11/2025	1	USD 500.00
	2022 Renewal - Fort Bend County (TX)	LICENSE	Full User(s)		3/12/2024	3/11/2025	5	USD 12,500.00
	2022 Renewal - Fort Bend County (TX)	LICENSE	RMIS		3/12/2024	3/11/2025	1	USD 10,000.00
	2022 Renewal - Fort Bend County (TX)	HOSTING	Hosting, Network & Storage > Traditional Per Claim		3/12/2024	3/11/2025	25000	USD 15,000.00
	2022 Renewal - Fort Bend County (TX)	DATA PROCESSING	Claims, Transaction, and Notes > Weekly	CCMSI	3/12/2024	3/11/2025	1	USD 8,500.00
	2022 Renewal - Fort Bend County (TX)	ONGOING SUPPORT	Ongoing Support & Maintenance		3/12/2024	3/11/2025	35	USD 7,875.00
Subtotal	Sum							USD 54,375.00

## EXHIBIT D

### SERVICE LEVEL AGREEMENT (SLA)

#### SYSTEM AVAILABILITY

Origami Risk will be available 99.5% of the time. This includes holidays, weekends, and nonbusiness 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.

The Service 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 nonbusiness 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 of not more than two hours duration and the repair will be resolved according to an urgent request resolution; (iv) interruptions caused by Internet service providers not under Origami’s control, vandalism, User error or other factors beyond Origami’s or its direct service providers’ reasonable control; or (v) any NonOrigami Event.

“**Service Level Failure**” means a material failure of the Service to meet the Availability Requirement.

#### SERVICE CREDITS

In the event there is a Service Level Failure, 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 rata “Licensing Fee” and “Hosting Fees” applicable to the actual number of hours of such Service Level Failure (“**Service Credit**”). For clarity, such Service Credit shall not apply to “Data Processing” Fees, “Professional Services” Fees or any other prepaid bundled fees identified on Exhibit B to the Agreement.

Client shall notify Origami within 10 business days from date of incident for which it believes it is entitled to receive Service Credits. 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).

In any given quarter, Client shall in no event be entitled to receive a credit that exceeds 100% of its quarterly Fees for such quarter.

## BACKUP AND RECOVERY

Origami currently backs up transactions every 15 minutes. An incremental 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.

## 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.

## 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](mailto: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 but in no case in more than 1 hour from notice. The target resolution time for an urgent issue is as soon as possible and in no event shall be more than 4 hours.

Client may also call any member of the Origami Risk support team directly.

### 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](mailto: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 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 one-way SHA-1 hash algorithm.

System locks out user after 5 login attempts with an incorrect password. An administrative user must then reset the user's password and unlock the user account.

Origami Risk uses SSL with 128 bit encryption for all communications over http. Production 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.

#### DATA UPDATES

Claim data updates configured for straight through processing and are received by the Origami Risk FTP server will be uploaded, converted and available for exception handling within 8 hours. Claim data must be in a consistent and agreed upon format, encrypted, and named properly.

# Exhibit B



3.2. Origami’s fees shall be calculated as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Comments</u>
<b>Licensing</b>	\$13,400	\$13,400	\$13,400	- Base Subscription Fee - 4 Full Users - 1 Light User
<b>Hosting</b>	\$7,500	\$7,500	\$7,500	- Hosting/Data Storage Fees. Includes 50GB of file storage
<b>Data Conversions / Interfaces</b>	\$8,500	\$7,500	\$7,500	- Weekly York Claims Update (Claims/Trans/Notes) - Initial load of Employees, Fleet & Locations
<b>Implementation Fee*</b>	\$22,755	-	-	- See deliverables below - 8 Hours User Training + documentation
<b>Ongoing Support</b>	\$6,475	\$6,475	\$6,475	- 35 Ongoing Support Hours per year
<b>Total</b>	<b>\$58,630</b>	<b>\$34,875</b>	<b>\$34,875</b>	
<b>Discounts</b>	<b>(\$3,000)</b>	<b>(\$3,500)</b>	<b>(\$3,500)</b>	
<b>Updated Totals</b>	<b>\$55,630</b>	<b>\$31,175</b>	<b>\$31,175</b>	

3.3. If needed, County may purchase additional services through a change order to the SOW, or an addendum to this Agreement. The prices/fees for additional services shall be those quoted in the SOW, which are as follows: (a) Additional User Licenses:

- (i) Claims Adjusting Licenses – Access to all system modules, including payment processing, setting reserves, & CMS 111 Reporting – \$3,000
- (ii) Full User Licenses – Access to all system modules, except for the above listed features \$1,500
- (iii) Light User Licenses – Incident/Claim Entry and view only claims/reports – \$400 (b) Additional File Attachment Storage
  - (i) Document File Storage – \$2,000 per 50 GB
  - (ii) Images/Videos File Storage – \$1,000 per 100 GB

(c) Annual Carrier/TPA Automated Claims Data Processing Fees

- (i) Origami Risk has built strong relationships with most major Insurance Carriers & Third-Party Administrators, including standard file layouts for efficient and accurate implementations. Origami also has tools to quickly import other data files as well.

	<b>Monthly/Qtrly</b>	<b>Weekly</b>	<b>Daily</b>
<b>Claim Only (with 1-time trans conversion)</b>	\$3,500	\$5,000	\$7,000
<b>Claim and Transaction</b>	\$4,000	\$6,000	\$10,000
<b>Claims, Transaction, and Notes</b>	\$5,000	\$7,000	\$12,000

3.4. County agrees to reimburse Origami for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Origami in connection with the performance of the Services that have been approved in advance in writing by County; *provided, that* such expenses conform to County’s Travel Policy, attached hereto as Exhibit 5 to this Agreement.

3.5. County will pay Origami based on the following procedures:

- (a) Origami shall submit to County a copy of each invoice showing the amounts due for services performed in a form agreed upon by the parties, to the County Systems Administrator (“County SA”) and the following address: Fort Bend County Auditor c/o Accounts Payable

301 Jackson, Suite 701, Richmond, Texas 77469 Email:

[auditor@fortbendcountytexas.gov](mailto:auditor@fortbendcountytexas.gov)

Fax: 281-341-3774

- 3.6. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement. If County disputes charges related to the invoice submitted by Origami, County shall notify Origami no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice,

then County shall pay each such approved invoice within thirty (30) calendar days. Interest resulting from late payments by County shall be subject to Chapter 2251, TEXAS GOVERNMENT CODE.

#### **4. Change Orders.**

- 4.1. If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. Origami shall, within a reasonable time after such request and, if such request is initiated by County, not more than ten (10) business days after receipt of County’s written request, provide a written estimate to County of:
  - (a) The likely time required to implement the change;
  - (b) Any necessary variations to the fees and other charges for the Services arising from the change;
  - (c) The likely effect of the change on the Services; and
  - (d) Any other impact the change might have on the performance of this Agreement.
- 4.2. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a “Change Order”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

#### **5. Term.**

- 5.1. The Term of this Agreement shall commence upon the date of execution by County (“Effective Date”) and remain in effect for three (3) years, unless terminated sooner in accordance with this Agreement.

#### **6. Origami’s Obligations.**

- 6.1. Origami shall, subject to the prior written approval of County, not to be unreasonably withheld or delayed appoint:
  - (a) An Origami employee to serve as a primary contact with respect to this Agreement and who will have the authority to act on behalf of Origami in connection with matters pertaining to this Agreement (the “Origami Contract Manager”); and
  - (b) Key Personnel/Origami Personnel, who shall be suitably skilled, experienced and qualified to perform the Services.
- 6.2. Origami shall maintain the same Origami Contract Manager and other Key Personnel throughout the Term of this Agreement except for changes in such personnel due to:

- (a) County's request pursuant to Section 6.3; or
    - (b) The resignation or termination of such personnel or other circumstances outside of Origami's reasonable control.
  - 6.3. Before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement, Origami shall maintain all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services.
  - 6.4. Prior to any Origami Personnel performing any Services hereunder, Origami shall:
    - (a) Ensure that such Origami Personnel have the legal right to work in the United States; and
    - (b) At its sole cost and expense, conduct background checks on such Origami Personnel, which background checks shall comprise, at a minimum, a review of credit history, references and criminal record, in accordance with state, federal and local law.
  - 6.5. When performing Services on-site at the County, Origami shall comply with, and ensure that all Origami Personnel comply with, all rules, regulations and policies of County that are communicated to Origami in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.
  - 6.6. Origami shall maintain complete and accurate records relating to the provision of Professional Services under this Agreement, including records of the time spent and materials used by Origami in providing the Services. During the Term and for a period of four (4) years thereafter, upon County's written request, Origami shall allow County or County's representative to inspect and make copies of such records; *provided that* any such inspection shall take place during regular business hours no more than once per year and County provides Origami with at least thirty (30) days advance written notice.
  - 6.7. Origami shall remain fully responsible for the performance of any subcontractor used in the performance of Services and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Origami's own employees. Nothing contained in this Agreement shall create any contractual relationship between County and any Origami subcontractor or supplier.
- 7. County's Obligations.**
- 7.1. County will identify a System Administrator ("County SA") who will be responsible for working with Origami to implement the Service and to provide ongoing production support to County's Users.
  - 7.2. County shall cooperate with Origami in all matters relating to the Services and appoint and, in its reasonable discretion, replace the County SA.
  - 7.3. County shall provide such access to County's premises, and such office accommodation and other facilities as may reasonably be requested by Origami and agreed with County in writing in advance, for the purposes of performing the Services.
  - 7.4. County shall respond promptly to any Origami request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Origami to perform Services in accordance with the requirements of this Agreement.

- 7.5. County shall ensure that all County Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services.
- 8. Modifications and Waivers.**
- 8.1. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
- 9. Termination.**
- 9.1. Termination for Non-appropriation. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Agreement, County shall notify all Origami that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.
- 9.2. Termination for Default. Either party may terminate the whole or any part of this Agreement for cause in the following circumstances:
- (a) If the other party materially breaches any of the covenants or terms and conditions set forth in this Agreement and does not cure such breach within a period of thirty (30) days after receipt of notice specifying such breach.
- 9.3. Upon termination of this Agreement, County shall compensate Origami in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Origami's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- 9.4. If County terminates this Agreement as provided in this Section 9, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Origami.
- 10. Ownership and Reuse of Documents.**
- 10.1. 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. If any work under this Agreement results in an invention, County will disclose the invention to County legal counsel, and County will advise County's legal counsel of Origami's role in the development of such invention. Within thirty (30) days of receiving a written invention disclosure from the County, County will promptly supply Origami with a copy of the disclosure, in confidence for County's evaluation purposes only. Inventorship of any invention will be determined based on U.S. patent law. Ownership shall follow inventorship. County recognizes the property rights of Origami. 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 County, by implication, estoppel or otherwise. In addition, County 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 County or any User relating to the Service. Such Service, as updated, upgraded, or modified, shall be owned by Origami as provided in this Section. County 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 County as part of the Service to the extent set forth in the Statement of Work, and County shall have no other right to use any Work Product. Nothing in this Section shall affect the ownership by County of all County Data as provided below or other County proprietary information.

10.2. County Data. County Data shall be Confidential Information of County under this Agreement. As between Origami and County, County shall own all right, title and interest in and to the County 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 County Data, and Origami shall not review, monitor or check the County Data except as necessary to provide the Service to County. Origami shall not be responsible or liable for the deletion, destruction, damage or loss of any County 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 County's written request within 30 days following the termination of this Agreement, Origami will at its expense provide electronic files to County in delimited text format containing County Data. Subject to Origami's confidentiality obligations set forth in this Agreement, County agrees that Origami shall have the right to collect and use data or information resulting from a County'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 County or any particular individual.

## **11. Insurance.**

11.1. Prior to commencement of the Services, Origami shall furnish County with properly executed certificates of insurance which shall evidence all insurance required. Origami shall provide written notice in the event that its coverage fails to meet the requirements of this section. Origami shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates for any such insurance expiring prior to completion of Services. Origami shall obtain such insurance from such companies having Bests' rating of A/VII or better, licensed or

approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (a) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation

Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

- (b) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (c) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- (d) Professional Liability insurance for IT Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:

- (i) Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc., information) stored or transmitted in electronic form;
- (ii) Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure; and
- (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

11.2. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability for IT Technology. All of Origami's Liability policies except for Professional Liability for IT Technology shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

11.3. If required coverage is written on a claims-made basis, Origami warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the Agreement is completed.

## 12. Security Policies and Safeguards.

12.1. Origami shall establish and maintain administrative, technical, and physical safeguards designed to protect against the destruction, loss, unauthorized access or

alteration of County Data and Personal Information in the possession or under the control of Origami or to which Origami has access, which are:

- (a) no less rigorous than those maintained by Origami for its own information of a similar nature;
- (b) no less rigorous than generally accepted industry standards; and (c) required by applicable laws.

12.2. The security procedures and safeguards implemented and maintained by Origami pursuant to this Section 12 shall include, without limitation:

- (a) user identification and access controls designed to limit access to County's Data to Users;
- (b) the use of appropriate procedures and technical controls regulating data entering Origami's network from any external source;
- (c) the use of encryption techniques when County's Data is transmitted or transferred into or out of the hosted environment;
- (d) physical security measures, including without limitation securing County's Data within a secure facility where only authorized personnel and agents will have physical access to County Data;
- (e) operational measures, including without limitation IT Service Management (ITSM) processes designed to ensure the correct and secure operations of information processing activities;
- (f) periodic employee training regarding the security programs referenced in this section; and (g) periodic testing of the systems and procedures outlined in this section.

12.3. Security Incident Response.

(a) In the event that Origami becomes aware that the security of Origami's systems has been compromised, such that County Data or Personal Information has been or is reasonably suspected to have been subject to a use or disclosure not authorized by this Agreement (an "Information Security Incident"), Origami shall:

- (i) promptly (and in any event within 24 hours of becoming aware of such Information Security Incident), notify County, in writing, of the occurrence of such Information Security Incident;
- (ii) investigate such Information Security Incident and conduct a reasonable analysis of the cause(s) of such Information Security Incident;
- (iii) provide periodic updates of any ongoing investigation to County;
- (iv) develop and implement an appropriate plan to remediate the cause of such Information Security Incident to the extent such cause is due to the services provided by Origami under this Agreement; and
- (v) cooperate with County's reasonable investigation or County's efforts to comply with any notification or other regulatory requirements applicable to such Information Security Incident.

(b) IN THE EVENT OF AN INFORMATION SECURITY INCIDENT AS DESCRIBED IN SUBSECTION 12.3 ABOVE, TO THE EXTENT THAT SUCH INFORMATION SECURITY INCIDENT IS CAUSED BY ORIGAMI'S BREACH OF THIS

AGREEMENT, THEN ORIGAMI WILL INDEMNIFY COUNTY AGAINST ANY LOSSES DUE TO THIRD PARTY CLAIMS THAT RESULT FROM SUCH BREACH, AS PROVIDED BY, AND SUBJECT TO, THE LIMITATIONS SET FORTH IN SECTION 14(C) OF THIS AGREEMENT. COUNTY WILL COOPERATE WITH ORIGAMI IN RESPONDING TO AN INFORMATION SECURITY INCIDENT AS PROVIDED BY SECTION 12 AND SECTION 14 OF THIS AGREEMENT.

**13. Confidential and Proprietary Information.**

13.1. Each party (the "Receiving Party") acknowledges that it and its employees or agents may, in the course of this Agreement, be exposed to or acquire information that is confidential to the other party (the "Disclosing Party"). Any and all confidential and proprietary information of any form obtained by the Receiving Party or its employees or agents from the Disclosing Party in the performance of this Agreement shall be deemed to be confidential information of the Disclosing Party ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by the Receiving

Party shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that:

- (a) Is or becomes (other than by disclosure by the Receiving Party) publicly known or is contained in a publicly available document;
- (b) Is rightfully in the Receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or
- (c) Is independently developed by employees or agents of the Receiving Party who can be shown to have had no access to the Confidential Information.

13.2. The Receiving Party agrees to hold Confidential Information in confidence, using at least the same degree of care that the Receiving Party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to

County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The Receiving Party shall use reasonable efforts to assist the Disclosing Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, the Receiving Party shall advise the Disclosing Party promptly in the event the Receiving Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and the Receiving Party will cooperate with the Disclosing Party in seeking injunctive or other equitable relief in the name of the Disclosing Party or the Receiving Party against any such person. Upon termination of this Agreement or at the Disclosing Party's request, the Receiving Party will promptly turn over to the Disclosing Party all documents, papers, and other matter in the Receiving Party's possession which embody Confidential Information, subject to any applicable records retention laws.

- 13.3. The Receiving Party acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to the Disclosing Party that is inadequately compensable in damages. Accordingly, the Disclosing Party may seek injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The Receiving Party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of the Disclosing Party and are reasonable in scope and content.
- 13.4. In providing all services hereunder, Origami agrees to abide by the provisions of any applicable Federal or State data privacy act, including but not limited to the Identity Theft Enforcement and Protection Act, Tex. Bus. & Comm. Code §§ 521.001 et seq., as amended.
- 13.5. Origami expressly acknowledges that County is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act.

Any proprietary or confidential information marked as such provided to County by Origami shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

**14. Indemnity; Attorneys' Fees; Arbitration.**

- 14.1. ORIGAMI SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT RESULT FROM WILLFUL NEGLIGENCE OR MALFEASANCE OF ORIGAMI OR ANY OF ORIGAMI'S EMPLOYEES.
- 14.2. WITH RESPECT TO UNAUTHORIZED DISCLOSURE OF COUNTY'S PERSONAL INFORMATION RESULTING FROM ORIGAMI'S BREACH OF THIS AGREEMENT UNDER SECTIONS 12 AND 13, ORIGAMI'S SOLE OBLIGATION SHALL BE TO PROVIDE THE FOLLOWING (A) INDEMNIFICATION OF COUNTY AS SET FORTH IN SECTION 12.3(b) ABOVE, SUBJECT TO THE MONETARY CAP BELOW, AND (B) WITH RESPECT TO THE PROVISION OF NOTIFICATIONS AND CREDIT MONITORING SERVICES TO PERSONS AFFECTED BY SUCH UNAUTHORIZED BREACH: (1) SETTING UP A CALL CENTER FOR ONE (1) YEAR; (2) MAKING AVAILABLE CREDIT MONITORING SERVICES AS REQUIRED BY LAW FOR ONE (1) YEAR FOR AFFECTED PERSONS; AND (3) PAYING THE COSTS OF MAILING NOTICES OF THE UNAUTHORIZED DISCLOSURE TO AFFECTED PARTIES OF SUCH BREACH. THE TOTAL LIABILITY OF ORIGAMI, ITS AFFILIATES AND THIRD-PARTY LICENSORS IN CONNECTION WITH ORIGAMI'S OBLIGATIONS

UNDER THIS SECTION 14.2 SHALL NOT EXCEED THE GREATER OF THREE TIMES THE FEES ACTUALLY MADE TO ORIGAMI DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE AGAINST ORIGAMI AND FIVE HUNDRED THOUSAND DOLLARS (\$500,000). THE FOREGOING SETS FORTH ORIGAMI'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO CLAIMS RELATED TO THE UNAUTHORIZED DISCLOSURE OF PERSONAL INFORMATION WITH RESPECT TO THIS AGREEMENT AND IS COUNTY'S SOLE AND EXCLUSIVE REMEDY FOR SUCH DISCLOSURE OF PERSONAL INFORMATION.

(a) The foregoing limitations of liability set forth in this section shall not apply with respect to: (i) damages occasioned by fraud; or (ii) claims that are the subject of indemnification under Section 15 of this Agreement.

14.3. The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Origami for any reason are hereby deleted.

14.4. County does not agree to pay any and/or all attorney fees incurred by Origami in any way associated with the Agreement.

14.5. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.

**15. Defense of Infringement and Misappropriation Claims.**

15.1. Origami will defend County against any claims made by an unaffiliated third party that any Service or County Software infringes that party's patent, copyright or trademark or makes intentional unlawful use of its trade secret or undisclosed information. Origami will also pay

the amount of any resulting adverse final judgment (or settlement to which Origami consents). This Section provides County's exclusive remedy for these claims.

15.2. County must notify Origami promptly in writing of the claim and give Origami control over its defense or settlement, while participating with County. The County agrees to cooperate with Origami in its defense of any such infringement claim or action and all negotiations for its settlement or compromise. County designated representative must provide Origami with reasonable assistance in defending the claim. Origami will reimburse County for reasonable out of pocket expenses that it incurs in providing that assistance.

15.3. Origami's obligations will not apply to the extent that the claim or award is based on:

- (a) County's use of the Service or County Software after Origami notifies it to discontinue its use due to a third-party claim;
- (b) County's combination of the Service or any related County Software with a non-Origami product, data or business process;
- (c) Damages attributable to the value of the use of a non-Origami product, data or business process;
- (d) County's use of Origami's trademark(s) without express written consent to do so;

- (e) Any trade secret or undisclosed information claim, where County acquires the trade secret or undisclosed information (1) through improper means; (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (3) from a person (other than Origami) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret or undisclosed information; or
- (f) Modifications to the Service or any component thereof made by anyone other than Origami or on behalf of Origami.

15.4. Specific rights and remedies in case of infringement.

- (a) If Origami receives information concerning an infringement claim related to a Service or County Software, Origami may, at its expense and without obligation to do so: (1) procure for County the right to continue to use the allegedly infringing Service and/or County Software, (2) modify the Service and/or County Software, or (3) replace the Service and/or County Software with a functional equivalent, to make it non-infringing, in which case County will immediately stop using the allegedly infringing Service and/or County Software after receiving notice from Origami.
- (b) If, as a result of an infringement claim, County's use of a Service or County Software is enjoined by a court of competent jurisdiction, Origami will, at its option, either: (1) procure the right to continue its use; (2) replace it with a functional equivalent; (3) modify it to make it non-infringing; or (4) terminate the License for the infringing Service and/or related County Software and refund any amounts paid in advance by County for unused Services.

**16. Independent Contractor.**

16.1. In the performance of work or services hereunder, Origami shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Origami or, where permitted, of its subcontractors. Origami and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**17. Notices.**

17.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or by fax.

17.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this section:

County: Fort Bend County  
Attn: County Judge  
401 Jackson Street, Richmond, TX 77469

Origami: Origami Risk LLC  
222 N LaSalle St., Suite 2125 Chicago,  
IL 60601

17.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 16.1 and 16.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

- (a) If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- (b) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**18. Compliance With Laws.**

18.1. Origami shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter applicable to Origami's performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When reasonably requested by County, Origami shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

18.2. The Services are subject to U.S. export jurisdiction. Each party must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

**19. Further Assurances.**

19.1. Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of the other party to this Agreement.

**20. Governing Law.**

20.1. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

20.2. As required by Chapter 2270, Government Code, Origami hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business

in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

20.3. By signature below, Origami represents pursuant to Section 2252.152 of the Texas Government Code, that Origami is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**21. Dispute Resolution.**

21.1. Any controversy or claim arising out of or relating to this Agreement or any related agreement will be settled in the following manner:

- (a) Senior executives representing each of County and Origami will meet to discuss and attempt to resolve any such controversy or claim;
- (b) If such controversy or claim is not resolved as contemplated by clause (a), County and Origami will, by mutual consent, select an independent third party to mediate such controversy or claim, provided that such mediation will not be binding upon any of the parties; and
- (c) If such controversy or claim is not resolved as contemplated by clauses (a) or (b), the parties will have such rights and remedies as are available under this Agreement or, if and to the extent not provided for in this Agreement, are otherwise available.

**22. Successors and Assigns.**

22.1. County and Origami bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**23. Third-Party Beneficiaries.**

23.1. This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**24. Severability.**

24.1. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**25. Publicity.**

25.1. Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Origami release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**26. Captions.**

26.1. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**27. Conflict.**

27.1. In the event there is a conflict between this Agreement and the attached Exhibits 1-5, this Agreement controls.

**28. Understanding, Fair Construction.**

28.1. By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

29. **Electronic and Digital Signatures.**

29.1. The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George  
KP George, County Judge

3-12-2019  
Date

ATTEST:

Laura Richard  
Laura Richard, County Clerk

3-12-2019  
Date

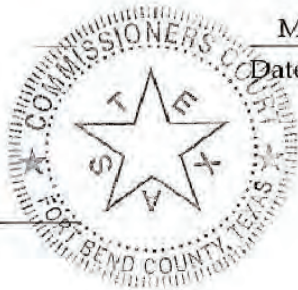
Approved by:

Wyatt Scott  
Wyatt Scott, ARM, Director of Risk Management

ORIGAMI RISK LLC

Earne Bentley  
Earne Bentley, Executive Director

March 5, 2019  
Date



**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 117,950.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert E. Sturdivant  
Robert E. Sturdivant, County Auditor

**\*AMENDED 8/16/18**  
**Fort Bend County, Texas**  
**Request for Proposals**



***\*Risk Management Information System  
for Fort Bend County RFP 18-092***

**SUBMIT PROPOSALS TO:**

Fort Bend County Tuesday, September 4, 2018  
Purchasing Department 2:00 PM (Central)  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

Note: All correspondence must include the  
"Purchasing Department" in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

**RFP 18-092**

termRMIS

***ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE  
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE. RFPs  
RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.  
RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.  
Results will be provided to bidders  
after Commissioners Court awards

Requests for information must be in  
writing and directed to: Debbie  
Kaminski, CPPB  
County Purchasing Agent  
[Debbie.Kaminski@fortbendcountytexas.gov](mailto:Debbie.Kaminski@fortbendcountytexas.gov)

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

**1.0 SCOPE OF WORK:**

Fort Bend County, Texas (hereafter referred to as the (“County”)) seeks Proposals (“Proposals or RFP”) for selection of one (1) Contractor (“Respondent”) to provide web-based Risk Management Information System (RMIS) for the Risk Management Department. Fort Bend County is requesting responses from qualified Respondents that are capable of providing a commercial-off-the-shelf customizable software solution to improve business processes.

## **2.0 GUIDELINES:**

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award, nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County’s Purchasing Agent in writing. Attempts to contact any members of the County’s Commissioners’ Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

## **3.0 PROPOSAL CONTACT:**

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Assistant Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent’s proposal. All communications regarding the Proposal shall be directed to the County’s Proposal Contact.**

Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

**PROPOSAL CONTACT:**

Debbie Kaminski  
County Purchasing Agent  
Fort Bend County Travis Annex  
301 Jackson, Suite 201  
Richmond, Texas 77469  
[Debbie.Kaminski@fortbendcountytexas.gov](mailto:Debbie.Kaminski@fortbendcountytexas.gov)  
Ph: 281.341.8643

**4.0 SUBMISSION REQUIREMENTS:**

4.1 Submission requirements: one (1) original proposal, five (5) paper copies, and one (1) electronic response on CD or flash drive are required by RFP opening time of 2:00 PM on Tuesday, September 4, 2018. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: R18-092
Purchasing Department	Due Date: Tuesday, September 4, 2018
301 Jackson, Suite 201	Time: 2:00 PM (CST)
Richmond, Texas 77469	For: Risk Management Information System

4.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, postopening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.

4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.

4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

**5.0 INCURRED COSTS:**

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals,

for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

## **6.0 ACCEPTANCE:**

6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.

6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.

6.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

## **7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:**

7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Tuesday, August 28, 2018 at 10:00 AM. (central)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

## **8.0 TENTATIVE SCHEDULE:**

Release of RFP:	August 13, 2018
Deadline for Questions:	August 28, 2018
Submission Due Date:	September 4, 2018

Evaluation of Submissions:	September 10, 2018
Commissioners Court Permission to Negotiate:	September 11, 2018
Negotiations:	September 12, 2018
Final Contract Approval Commissioners Court:	October 2, 2018

**9.0 PRE-RFP CONFERENCE:**

There is no Pre-RFP conference for this project.

**10.0 RETENTION OF RESPONDENT'S MATERIAL:**

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

**11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:**

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.

11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;

11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

**12.0 ASSIGNMENT:**

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

**13.0 CONFIDENTIAL MATTERS:**

13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

**14.0 CONFLICT OF INTEREST:**

No County public official shall have interest, direct or indirect, in any contract resulting from this Proposal, in accordance with Texas Local Government Code Chapter 171. Furthermore, the Respondent shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines and Restrictions Regarding the Acceptance of Gifts by County Officials and County Employees.

**15.0 LIMITS OF SUBCONTRACTORS:**

15.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.

15.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

**16.0 JURISDICTION, VENUE, CHOICE OF LAW:**

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

**17.0 INDEPENDENT CONTRACTOR:**

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

**18.0 AMERICANS WITH DISABILITIES ACT (ADA)**

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

**19.0 DRUG-FREE WORKPLACE:**

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to ensure that the County maintains a drug-free workplace.

#### **20.0 PERFORMANCE AND PAYMENT BOND:**

No performance nor payment bond is required for this project.

#### **21.0 POWER OF ATTORNEY:**

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

#### **22.0 TEXAS ETHICS COMMISSION FORM 1295:**

22.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute § 2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

22.2 On-line instructions:

22.2.1 Name of governmental entity is to read Fort Bend County.

22.2.2 Identification number use: RFP 18-092

22.2.3 Description is: Risk Management Information System

22.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

#### **23.0 INSURANCE:**

23.1 All respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

23.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide

certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

23.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

23.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

23.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

23.2.4 Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate.

The insurance should provide coverage for the following risks:

- a. Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc., information) stored or transmitted in electronic form
- b. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon

23.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of contractor, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

23.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

#### **24.0 INDEMNIFICATION:**

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

24.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort

Bend County required by Respondent in the defense of each matter.

24.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

24.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

24.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

24.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

24.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

24.7 Loss Deduction Clause – Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

**25.0 TAX EXEMPT:**

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

**26.0 REQUIREMENTS AND RESPONSIBILITIES:**

26.1 The RMIS will be used by the County to administer/manage internally controlled claims for first party auto physical damage, first party property claims damage and for internally handled third party subrogation. Must be able to perform the following:

- 26.1.1 Claim Initiation
- 26.1.2 Add/change coding
- 26.1.3 Adjuster file notes
- 26.1.4 Adjuster diaries
- 26.1.5 Indemnity and expense payment tracking
- 26.1.6 Reserve history
- 26.1.7 E–documents
- 26.1.8 Summary Reports
- 26.1.9 Standard Reports as well as ad hoc reporting capabilities
- 26.1.10 Incident Reporting (Optional)
- 26.1.11 Vendor may propose additional services related to claim processes

26.2 The RMIS will monitor and coordinate the administration of claims by a third-party vendor managing workers compensation, auto liability, general liability, employment practices liability and property claims. System must have the ability to communicate between Third Party Administrator (TPA) and County systems as well as have the ability to receive and upload claims interface from TPA to include:

- 26.2.1 Claim Initiation
- 26.2.2 Coding
- 26.2.3 Adjuster file notes
- 26.2.4 Adjuster diaries
- 26.2.5 Indemnity and expense payments
- 26.2.6 Reserve history
- 26.2.7 E–documents
- 26.2.8 Emails
- 26.2.9 Regulatory Forms
- 26.3 Must be able to combine TPA and County claims data in order to perform the following:
  - 26.3.1 Summary Reports
  - 26.3.2 Standard Reports as well as ad hoc reports
  - 26.3.3 Ability to schedule and burst reports to recipients
  - 26.3.4 Predictive Modeling
  - 26.3.5 Return to Work Automation
  - 26.3.6 Vendor may propose other third–party claims administration over–sight services.
- 26.4 The RMIS will need to have underwriting component to perform the following:
  - 26.4.1 Property Schedule to include valuation, COPE, secondary characteristics, descriptions, contents, EDP, location
  - 26.4.2 Vehicle Schedule to include make, model, year, purchase price, add–on (police package), department, VIN, IDN
  - 26.4.3 New Policy Entry
  - 26.4.4 Policy listings and details
  - 26.4.5 Policy erosion

- 26.4.6 Attach photos & documents
- 26.4.7 Ad hoc reporting
- 26.4.8 Perform loss triangles reporting
- 26.5 The RMIS must have ability to assist with loss control (safety) programs with the following tools:
  - 26.5.1 Incident investigation
  - 26.5.2 Root cause analysis
  - 26.5.3 Correction action management
  - 26.5.4 Training & Certificate tracking
  - 26.5.5 DART rates and incident rate per exposure
  - 26.5.6 Loss forecasting
  - 26.5.7 Total Cost of Risk calculators
  - 26.5.8 Cost of Risk Premium allocation
  - 26.5.9 Vendor may propose additional loss control processes/services
- 26.6 The RMIS system must have Dashboard capability with real-time analytics platform and drill down ability.
- 26.7 Desired RMIS efficiency tools to include the following:
  - 26.7.1 Update via in-bound email
  - 26.7.2 Ability to email attachments directly to database records
  - 26.7.3 Diary & Calendar management
  - 26.7.4 Ability to sync with Outlook
  - 26.7.5 Email alerts
  - 26.7.6 Outbound messages
  - 26.7.7 Outbound reports
  - 26..7.8 Vendor may propose additional standard efficiency tools

- 26.8 (Optional) Certificate of Insurance Management
- 26.9 Enterprise grade solution – providing virtualization, high availability, failover, database clustering and off–line support
- 26.10 Project Management: Each response to this RFP should include a communication plan for ensuring a successful implementation. Fort Bend County requires regular meetings and communication with the contractor as to the progress and direction of the project. Communication plan should include meetings with the project team, biweekly or as necessary to implement the solution on the project schedule. The contractor will be required to provide a detailed project schedule that includes tasks to be completed by the County and the contractor with appropriate time required to complete the tasks. The contractor’s payment schedule will be based on the successful completion of these milestones.
- 26.11 Warranty and Maintenance Plans: One (1) year warranty service is required following the final system acceptance. After the one (1) year warranty service expires, the maintenance agreement should begin. The contractor shall include maintenance pricing years two (2), three (3), four (4) and five (5). The County requires the contractor to provide upgrades to ensure the most recent technology is being utilized. The cost of the upgrades should be included in the maintenance agreement.
- 26.12 Training: Contractor shall provide training to the County staff. The training should be provided at a County designated facility. A detailed training plan is to be provided with the response. Contractor is required to provide electronic version of all user manuals for the software solution. Contractor to adhere to County Travel Policy (attached).
- 26.13 System Testing and Acceptance: A final system acceptance test will be required after all system components are installed and operational. The County will formally accept the system after the successful completion of the system acceptance test. The County will determine whether the system meets the standards as outlined in the contractual documents.
- 26.14 Comply with the County’s current IT architecture and standards.
- 26.14.1 Compatible with Microsoft cloud–based services and Windows 10
  - 26.14.2 On premise system compatible with SQL Server 2016 or greater
  - 26.14.3 On premise compatible with virtual SQL Server
  - 26.14.4 On premise compatible with virtual application server vmware
  - 26.14.5 Hosted solution failover. 99.9% uptime backed by Service Level Agreement.
  - 26.14.6 Advanced notification for outages and system downtime.

26.15 Integration

26.15.1 Integrate with the County’s ERP cloud-based solution Infor 10 (Lawson)

**27.0 EVALUATION CRITERIA:**

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent’s capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

27.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Technical response
2	Cost
3	Firm Experience
4	Approach and Management
5	Required forms

27.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

27.3 Executive Summary – This section should be limited to a brief narrative highlighting the company’s background and experience. Narrative should clearly demonstrate compliance with Respondent qualifications listed in the RFP specifications. Include length of time the company has been in business and provide examples of past projects. Include a list of current and/or pending installations, including number of licensed users.

27.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Technical Response (weight factor = 30%)

- ⌚ This section should set forth the proposed technical solution in response to this RFP. The Respondent must demonstrate to the sole satisfaction of the County that the Respondent can successfully deliver solution of the type and scope set forth in this RFP.
- ⌚ Project Solution – This section should contain a narrative that clearly demonstrates the Respondent’s approach toward meeting the goals and objectives of this RFP. This section should address how each specific requirement of the RFP will be met by the proposed solution. Further, any desirable features of this approach should also be explained. Clarity of description of the proposed solution is the aim and,

therefore, use of product boilerplate and marketing releases throughout this section is discouraged.

- ⌚ Software and Hardware Requirements – Respondent should provide detailed software and hardware requirements to implement the software. Include specifications for all hardware.
- ⌚ Provide supporting documentation regarding required reports. ⌚ Provide communication plan for ensuring a successful implementation
- ⌚ Provide detailed training plan.

#### Tab 2

Cost (weight factor = 25%)

- ⌚ Provide detailed pricing including pricing for options. Detailed pricing to include, but not limited to, software, work plan/implementation plan, training plan (vendor must comply with the County travel policy which is attached).
- ⌚ Provide separate cost for hardware, Fort Bend County will determine if County will provide required hardware or Respondent.
- ⌚ Include first year annual license fees and provide pricing for years 2 through 5. Provide pricing for maintenance if different from annual license fees including any fee for implementing upgrades.

#### Tab 3

Firm Experience (weight factor = 20%)

- ⌚ Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing similar RMIS solutions to governmental entities with emphasis on County governments. List the three (3) most recent projects within the last five (5) years. Provide the name and location of each client, contact name with phone number and email address, go-live date and length of time software in use.
- ⌚ Include any material (including letters of support) indicating current capabilities and performance.
- ⌚ Provide resumes on staff being assigned to this project.

#### Tab 4

Approach and Management (weight factor = 10%)

- ⌚ Respondents to provide their implementation and methodology plan. Describe if implementation will be conducted in-house or using a third-party vendor. If using a third-party vendor, detail which implementation partner.

Tab 5

Required forms and overall completeness of submission (weight factor = 15%)

- ⌚ Proof of Insurance
- ⌚ Completed Respondent forms
- ⌚ Completed W9 form
- ⌚ Completed debt form
- ⌚ Provide Software License Agreement

### **28.0 AWARD:**

RFP will be evaluated by a committee comprised of County staff. The committee will review Request for Qualifications submitted and may develop a short list of not more than three (3) firms. These firms will be requested to submit additional information and may be invited to interview with the Committee. Based on further review after the interviews, the committee will forward their recommendations to the Fort Bend County Commissioners Court.

### **29.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County regardless of content.

29.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

29.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

### **30.0 ADDITIONAL REQUIRED FORMS:**

All respondents submitting are required to complete the attached and return with submission:

30.1 Vendor Form

30.2 W9 Form

30.3 Tax Form/Debt/Residence Certification

**31.0 EXHIBITS:**

31.1 County Travel Policy



# ORIGAMI RISK

**RFP 18-092**

## **Risk Management Information System**

**For:** Fort Bend County, Texas

**Submitted:** September 4, 2018

**Submitted By:**

Origami Risk

222 W Merchandise Mart Plaza, Suite 2300 Chicago,  
IL 60654

**Exhibit 2**

Exhibit B



&23<

## Cover Letter

September 4, 2018

Debbie Kaminski  
County Purchasing Agent  
301 Jackson, Suite 201  
Richmond, TX 77469

RE: Request for Proposal for Risk Management Information System

Dear Debbie,

Origami Risk is excited to work with Fort Bend County to implement our award-winning Risk Management Information System (RMIS). Origami is well positioned to help you accomplish your project objectives. Our depth of experience and unwavering customer focus makes selecting Origami as Fort Bend's RMIS provider a sure path to success.

As detailed in our RFP response, Origami offers all the functionality requested and our team has the expertise required to support your business objectives. In particular, Origami allows you to effortlessly integrate workflows, aggregate your data across disciplines, easily analyze it, and automatically act on insights within one system—generating tremendous efficiencies from the manual processes you have in place today.

With Origami, Fort Bend can take full advantage of award-winning solutions and platform flexibility to prevent losses, streamline claims handling, and make informed decisions. Origami provides a comprehensive solution for all of Fort Bend's risk management needs including incident entry, claims management and administration, certificate tracking, and the ability to bi-directionally communicate with TPA's.

At Origami, we are truly different from other RMIS providers. We have been consistently ranked no. 1 in the industry by Advisen's RMIS Review for a reason. Our software, automation tools, staffing model, and business model are all focused on one thing: successful clients; and it is our unwavering focus on your success that sets us apart from other RMIS vendors.

We hope you find our response meets or exceeds all of your expectations and you conclude Origami is the best choice for Fort Bend. We look forward to working with you during the next steps of your selection process, and ultimately, we are confident you will ensure project success with a selection of Origami as your RMIS vendor.

Sincerely,

Stephen Sandburg  
Sales Executive

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## Executive Summary

Fort Bend County, Texas has endeavored to implement a solution for the management and oversight of claims and risk. By implementing a new solution, you hope to shift your focus from reactive incident and claim management to more proactive prevention.

To that end, Origami Risk is proposing our award-winning, no. 1 ranked web-based software for the risk and insurance industry. Founded in 2009 as an alternative to legacy RMIS technology used by suppliers at a time when the pace of advancement in the risk and insurance industry had slowed dramatically, Origami was established to focus on new innovation within the field. We developed our product to offer a more robust solution than other competitors and we continue to evolve the product to meet our clients' ever-changing business needs.

Origami offers an integrated platform of products including RMIS, claims, safety, analytics, and data tools. It allows you to effortlessly integrate workflows, aggregate your data across disciplines, easily analyze it, and automatically act on insights within one system—generating tremendous efficiencies.

## Fort Bend's Goals

Fort Bend seeks to achieve the goals described below with your new RMIS solution. Origami is well positioned to help you achieve these goals as follows:

- x **Modern and fully-integrated.** As an integrated platform of products including RMIS, claims, safety, analytics, and data tools, all data is stored within a single system. Data once separated by specific systems is now fully integrated in Origami for real-time analysis and streamlined workflows. Further, Origami provides simple tools to communicate bi-directionality with your TPA. We are not proposing separate solutions or modules but a configurable platform that will allow Fort Bend to accomplish its goals.
- x **Cloud-based and web-enabled.** Origami is deployed as Software as a Service (SaaS) solution hosted entirely on the Amazon Elastic Compute Cloud (EC2). Access to Origami requires only a modern browser and internet connection, without use of additional hardware and software. All hardware involved in hosting Origami is managed by Amazon Web Services (AWS) and is housed in secure data center facilities. AWS is certified to be SOC 1, 2, and 3; ISO 27001; HITECH; FISMA; and FedRAMP compliant.
- x **Demonstrated partner for government entities.** With nearly 20% of our 400+ customer base being government entities, Origami serves cities and municipalities to counties, states, and even the federal government. Our personnel have the benefit of 70 government implementations to draw from and shine during implementations for large, complex organizations such as Fort Bend.

## Why Choose Origami?

At Origami, we are truly different from other risk management system providers; we are ranked no. 1 in the world for a reason. Our software, automation tools, staffing model, and business model are all focused on one thing: successful clients; and it is our unwavering focus on your success that sets us apart from other vendors.

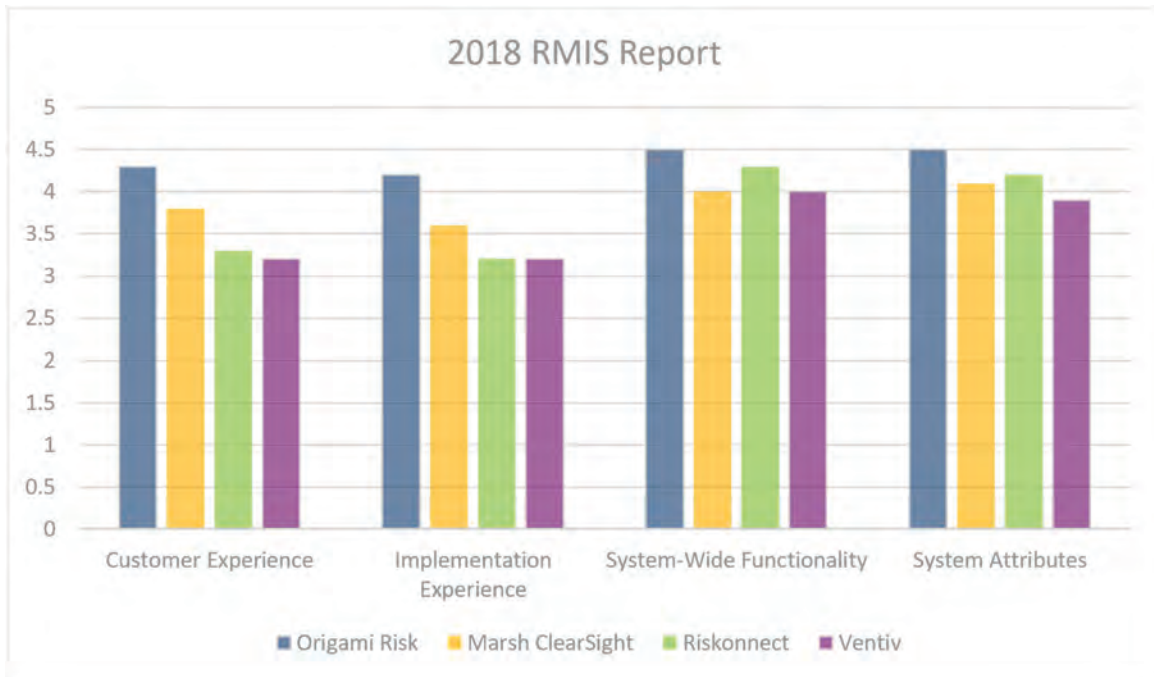


With more than 100 years of combined experience in the industry and approximately 300,000 users globally, the Origami leadership team is 100 percent focused on delivering the best products and services to meet our clients' business needs. To ensure customer success, the team has focused on delivering a highly functional, secure platform architecture and professional services excellence. The team believes company profitability and growth come from this customer focus.

## Industry Leading Software Streamlines Data Collection and Analysis Allowing for More Impactful Decisions

Origami delivers an award-winning risk management software platform as an alternative to outdated legacy technology and competitors with inflexible platforms. Origami is consistently ranked by users and independent third parties as the leading stand-alone RMIS solution.

Most recently, in the 2018 RMIS Report, Origami scored highest of the top four RMIS providers in customer experience, implementation experience, system-wide functionality, and system attributes. In terms of system capabilities and solutions offered, Origami was rated as the most comprehensive system and was the only provider to offer all 17 of the solutions indicated, including captive/pool management; underwriting; enterprise risk management; governance, risk management, and compliance; and healthcare RMIS. Origami was also noted by the User Survey as the provider with the strongest ability to deliver.

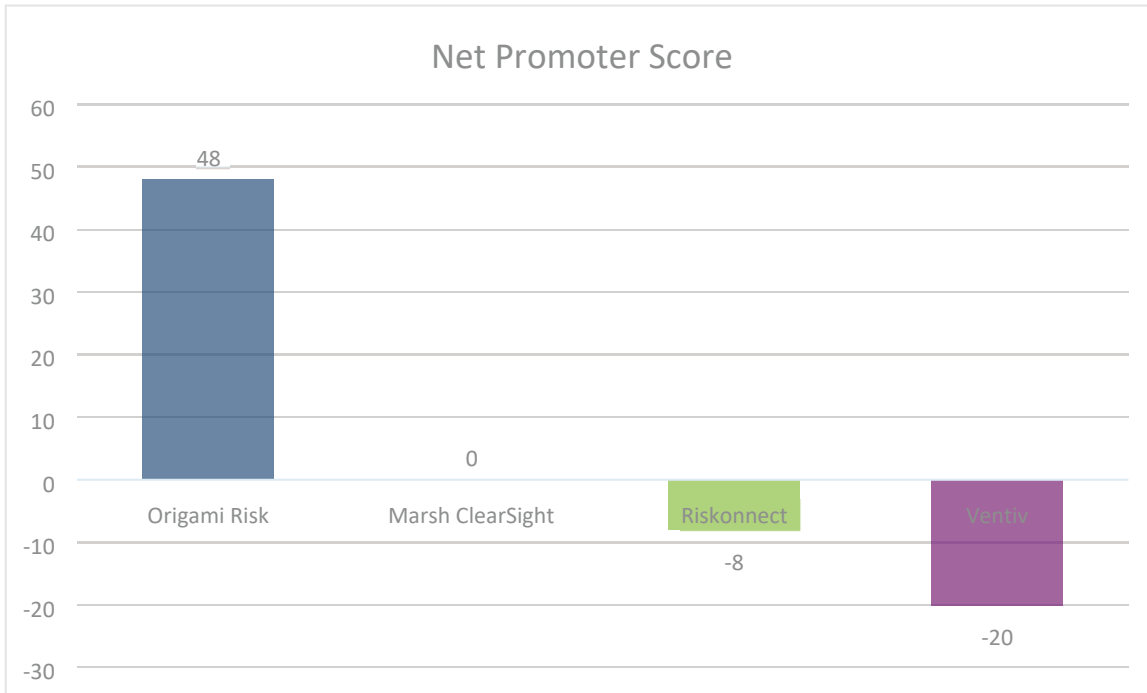


**Origami was rated highest in customer experience, implementation experience, system-wide functionality, and system attributes in the inaugural RMIS Review.**

In addition, 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.



**Origami's NPS of 48 far exceeds those of our competitors.**

The Report, published by two industry veterans, is based upon responses from over 1,100 RMIS users and 22 RMIS vendors, as well as draws upon the authors' over 60 years of combined RMIS experience. A complete copy of the inaugural RMIS Report can be found at the following link: <https://www.redhandadvisors.com/rmisreport>

The RMIS Report is the successor of the Advisen RMIS Review, which ranked Origami as the number one standalone RMIS from 2013 to 2016, the last year Advisen provided scoring in their report. In the 2016 RMIS Review, Origami received the highest overall ranking in all six major categories (reports and dashboards, policy management, claims management, other functionality, technology, and vendor service), as well 50 of the 59 subcategories.

*"Origami is extremely user friendly, highly dependable, very accurate and full of viable reports, dashboards,*

*functionality, etc. that has made our Risk Management department stand out!"* Advisen review said "This is a difficult question - having to decide on one (2016 Advisen Review of RMIS Systems favorite feature of Origami! We no longer have to use several old, legacy Respondent) applications and depend on our IS limited resources. The Corporation's data is tied together and available to employees by permission-based access. Workflow is greatly improved and duplication of effort identified and eliminated. Timely notifications are automated and sent by email (instead of by fax!)."

Origami's goal is to streamline how users collect, analyze, and report information. Developed by industry experts, our risk management system offers:



- x **Speed.** Origami is built to be fast. Very fast. Many clients spend the majority of their workday in the platform, and the speed of their risk management system is critical to their performance and efficiency. It doesn't matter if the task at hand is to generate a complex loss triangle, or to simply view COPE data on a property—Origami is built to respond.
- x **Flexibility.** Complexity made simple is the philosophy guiding our product design. Origami delivers powerful configuration and security options in easy to use tools so that you can set up the system in a way that meets your business needs.
- x **Security.** Security at Origami is paramount. Data is encrypted in transit and at rest. Origami is SSAE 18, NIST, and Privacy Shield (Safe Harbor) certified. Real-time intrusion detection and prevention tools, along with third-party penetration tests protect your data at all times.
- x **Scalability.** Origami can support a small client with a single user or a large third-party administrator (TPA) with thousands of adjusters. Built using Amazon's cloud, Origami can add processing power and storage on demand to easily handle peak performance times and scale back down when no longer needed.
- x **Reliability.** Origami maintains industry leading availability and reliability. Data is mirrored in real-time to a duplicate environment for complete fail-over capability. Data is backed up every 15 minutes and in multiple locations for complete data reliability.
- x **Automation.** Leverage Origami's automation and workflow tools to integrate across organizations, increase data quality, and improve efficiency.

## Customer-Focused Business Model Delivered by a Team of Industry Experts Ensures Your Success

Our customer focus is unique in the industry. Our team of carefully selected industry experts possess the ideal blend of business knowledge and technology expertise required to truly understand our clients' business objectives and deliver the best technical solution.

*participate. Many clients of mine seek In the 2016 Advisen RMIS Review, service was found to be the key to replace older systems and nondetermining factor in choosing a risk management system. Key decision performing vendors that do not keep*

*"The leading reason for selecting a RMIS remains poor performance of the existing system and vendor. This is also verified by the projects in which I*

*investing in their product line." (Dave*

factors include consistency and effectiveness of the service provided and *Tweedy – 2016 Advisen Review of experience of the service team. Origami scored consistently high in all RMIS Systems) Vendor Service categories in the Review including top marks in overall service as well as subcategories of listening to requests, understanding clients' needs, quick problem solving, commitment to research and development, willingness to collaborate, attention to security, availability of customer help, and online resources.*

The cornerstone of the Origami service model is experience. Our service professionals are industry experts. The average Origami Client Executive has more than 15 years of experience in the risk management industry. Our industry experience makes our clients' service experience better.



We also pride ourselves on consistency. The service team who supports a client during their implementation is the same team who supports them going forward. This ensures each client has a dedicated team that knows them and their business, how they use the system today and their plans for tomorrow.

## Origami is Well-Established as the Leading and Most-Popular Risk Management System Provider for Government Agencies

With more than 70 government client implementation experiences to draw from, DQGOLFHVHGXVHUV Origami LV established as the leading and most popular risk management provider for government agencies. Our government customer base ranges from small municipalities to cities, states, and even the federal government and makes up approximately 20 percent of our customer base. Origami is led by a team of industry leaders with deep expertise in the risk management technology needs of government authorities and agencies as well as public entities. With our unique technological advantages over legacy systems we thrive on complex implementations for large, sophisticated organizations such as Fort Bend.

Origami’s depth of experience in the public sector is highlighted by one of our many successful government implementations. The City of Longmont, a self-administered municipality, sought a new, state-of-the-art risk management system to help its small but knowledgeable staff continue to achieve more with less.

In selecting a risk management system, the team looked for a solution that offered a variety of features, would allow for fast and accurate entry of financial transactions, and would accurately comply and integrate with various third-party vendors. Most importantly, the team looked for a partner to support its critical goals, such as maximizing efficiency in all tasks and interactions. Its risk management system of choice? Origami Risk.

Longmont had a small window to make the move, and partnering with Origami meant implementing a full risk management system conversion and new claims administration workflow in less than eight weeks. Origami accomplished this and more in record time.

Since partnering with Origami, the City of Longmont has achieved new workflow efficiencies by automating a variety of processes. Previously, when a workers’ compensation loss notification was received by Risk Management, its claims team required the involved employee’s supervisor to fill out and send in a first report of injury or accident form with loss information and employee demographics. In contrast, with Origami Risk, the process is automated so that the moment the adjuster takes the phone call, the loss information is entered into the employee demographic information is imported from the City’s payroll system. The form is also generated with the automated loss and employee information, emailed to the supervisor for review and attached to the claim file. Signatures can be fixed electronically and no paper is required throughout the entire process. In fact, the entire claim file is completely electronic.

*“As a self-administered municipality, when it became apparent that we needed to upgrade to a repetitive state-of-the-art system and move into the cloud environment, we were slightly panicked about loss notification being received by Risk Management, its claims having to do a complete conversion in record time.*

*Origami rose to the occasion implementing our entire claims administration work flow along with a full RMIS system conversion from our old system in under eight weeks. The best part is Origami’s experts did it without mistakes and without cutting corners!”*

*(Debra Darnofal, Risk Manager – City of Longmont, CO)* the claim system and



Longmont also uses Origami's form letters and mail merge functionalities to populate information taken directly from the database, and has used Origami's easy configurability to manage all contracts in a single-system environment. Origami also integrates seamlessly with Longmont's third-party vendors, enabling total workflow automation for tasks such as medical bill re-pricing and check printing.

Today, the City of Longmont enjoys greater efficiency in claims handling, more time to achieve better claims outcomes, and a sophisticated way of mitigating exposure that simultaneously drives down costs. Origami could not be prouder to play a part.

To further evidence the depth of our experience in the public sector, we are referencing two additional government case studies from customers with similar challenges and business needs to those of Fort Bend. Please review the case studies for Pima County, Arizona and the State of Delaware found at the following links:

**Pima County:** [http://www.origamirisk.com/wordpress/case-studies/Pima\\_County\\_case\\_study.pdf](http://www.origamirisk.com/wordpress/case-studies/Pima_County_case_study.pdf)

**State of Delaware:** [http://www.origamirisk.com/wordpress/case-studies/State\\_of\\_Delaware\\_Case\\_Study.pdf](http://www.origamirisk.com/wordpress/case-studies/State_of_Delaware_Case_Study.pdf)

You will see and hear a consistent theme with our customers: seamless implementations, efficiencies gained through advanced workflow capabilities, and a noticeable return on investment. Origami strives to serve as an extension of your team, focused on ensuring you get the most out of the application. We will continue to evolve and adjust our approach as your system needs evolve.

## Conclusion

We are eager to earn Fort Bend's business and work with you to elevate your current risk management practices by implementing a comprehensive claims administration and risk management solution. As outlined and identified in the sections below, our solution will help you realize new efficiencies and automations bringing your risk management practices to the next level. Our commitment to helping you achieve and exceed your risk management goals, coupled with our industry acumen makes a partnership with Origami Risk a certain path to success.



## RFP Response

### 1. Technical Response

**26.1 The RMIS will be used by the County to administer/manage internally controlled claims for first party auto physical damage, first party property claims damage, and for internally handled third party subrogation. Must be able to perform the following:**

#### 26.1.1 Claim Initiation

Claims can be created in Origami either through data feeds with the Third Party Administrator (TPA) or can be keyed directly in to Origami. Origami not only supports new claim initiation but also offers an end-to-end claims management solution for consolidating all of your organization's claims data across all lines of coverage.

Origami includes a robust and highly configurable claims module that allows a client to define the look and feel of a claim record by line of coverage, what data is collected and how (coding/fields), and all associated tasks and workflows for claim initiation and management. All of the relevant data is displayed on the claim screen when the adjuster opens the claim. Below are highlights of the claims management functionality in Origami:

- x Data entry for the claim record is intuitive and can be dynamically driven. For example, if a claim is marked as "Litigation," the litigation information section of the page will display.
- x Tasks (Diaries) for the claim can be manually entered by the user or automatically created via workflow.
- x Notes can be added free form or using definable note templates (i.e. Plan of Action) that guide the adjuster through entering the critical information.
- x Adjuster alerts can be set either via rules or manually by the adjuster and are always displayed as a banner when the claim is open (for example, "Claim is in Litigation, do not discuss payment disposition with claimant.").
- x Key contacts and their roles on the claim are defined and accessible from the claim. Emails to key contacts, such as Outside Counsel, can be generated directly from the system and can include file attachments from the claim. All relevant documents can be attached to the claim.
- x Forms and letters can be generated directly from the claim and will pre-populate with information from the claim.

Claim Information			
Claim Number	WC12-00000026	Policy	GIM700154WC - WC 2017 - 2019 Primary
Claimant	Smith, Joe	Carrier	Travelers
Occurrence Number	77	Location	17 - Denver
Coverage	Workers Compensation	Accident Street1	994 Columbia Road
Loss Date	12/06/2017	Accident City	Denver
Loss Time	8:55 AM	Accident State	Colorado
Report Date	12/06/2017	Accident Postal	80022
Event Description	Employee sliced forearm	Accident Country	United States of America
		Injury In Premises	Employer Premises



A partial view of the claim screen in Origami.

### 26.1.2 Add/change coding

Origami provides users the ability to add and change coding via the administration module. For more information on managing codes in Origami, please view the video at the following link: <https://live-tv.origamirisk.com/OrigamiTV/Video/ManagingCodes>

### 26.1.3 Adjuster file notes

Origami provides a robust notes functionality. Users can enter notes with rich-text formatting and spell check capabilities as well as attach files/documents directly to the note record. This reduces the need for having to search through a long list of files on the claim level. Origami also allows clients to configure standard note templates which standardize the information users enter in their adjuster notes. More information on notes in Origami, please view the videos at the following links:

x **Note settings.** <https://live-tv.origamirisk.com/OrigamiTV/Video/NoteSettings> x

**Note templates.** <https://live-tv.origamirisk.com/OrigamiTV/Video/NoteTemplates>

### 26.1.4 Adjuster diaries

In Origami, diaries (tasks) can either be manually entered or automatically created and triggered by system workflows. Triggers can be based on data entered into the system (i.e. claim is now in litigation) or defined thresholds (i.e. claim has not been updated in more than 30 days). All diaries are maintained and viewable from the claim record or in an audit trail. Due and overdue diaries are also displayed on each user's dashboard. An optional configuration setting Origami can generate a daily email to system users with their open diaries, including a link directly to each diary.

Project Date	Category	Task	Owner	Completed	
		Follow up with claimant	Smith, Joe (WC12-00000026 - Open)	Laura Froehlich	Completed

Tasks in Origami are managed directly from the claim record.

### 26.1.5 Indemnity and expense payment tracking

In Origami, transactions are coded by financial type, which identifies the type of payment being recorded. Origami allows clients to track seven financial types. Different coverages can have different financial types, which can be modified by the clients' system administration users. Within each financial type, transactions can be further associated with payment categories. Origami allows clients to track an unlimited number of payment categories within each financial type. Origami does not have standard payment categories as clients typically track different levels of details.

For example, a workers' compensation claim typically has the following financial categories: medical, indemnity, expense, legal, other, recovery, and subrogation. Medical payments can then be separately coded and tracked for hospital, physician, pharmacy, rehabilitation, etc.



Current Financials		Currency To Compare		Prior Valuation / Currency		Show Graph	
	Reserves	Paid	Outstanding	Incurred	Best Practice	95%	100%
+ Medical	50,000.00	24,927.00	25,073.00	50,000.00	4,478.43	16,628.37	38,802.83
+ Expense	5,500.00	5,500.00	0.00	5,500.00	638.88	8,801.35	13,179.06
+ Indemnity	49,708.00	48,438.73	1,269.27	49,708.00	0.00	393.14	877.71
+ Legal	10,000.00	4,000.00	6,000.00	10,000.00			
+ 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			
<b>Net Incurred</b>	<b>115,208.00</b>	<b>82,865.73</b>	<b>32,342.27</b>	<b>115,208.00</b>	<b>5,117.31</b>	<b>25,822.86</b>	<b>52,859.60</b>

### 26.1.6 Reserve history

Origami maintains a history of all recent transactions (reserves, payments) on the main claim screen. Clicking the 'All Transactions' displays a page with all transactions with the ability to filter the data to include only reserves.

Recent Transaction History							All Transactions
Date	Type	Payee	Service From	Service To	Payment	Reserve	
01/08/2018	Other Reserve					98,964.00	
01/08/2018	Expense Reserve					350,901.00	
01/08/2018	Bodily Injury Reserve					280,000.00	
10/21/2017	Expense Reserve					261,734.46	
10/21/2017	Expense Reserve					47,941.89	
10/19/2017	Expense Reserve					11,032.31	
10/16/2017	Expense Reserve					22,003.83	
10/09/2017	Expense Reserve					58,214.98	
10/04/2017	Expense Reserve					28,059.93	
09/29/2017	Expense Reserve					22,050.37	
09/23/2017	Expense Reserve					18,248.16	
09/13/2017	Expense Payment				165,851.36		
09/12/2017	Expense Reserve					63,856.81	
09/07/2017	Expense Payment				26,699.80		
09/07/2017	Expense Reserve					1,834.16	
09/04/2017	Expense Payment				42,210.28		

Claims > Sanford, Randolph (SRS57079814987) > New Payment Update Reserves More

**Transactions** Transaction Views All Views

Over \$50,000 has been paid on this claim. Please discuss with your Claims Manager

Claim Number	Claimant	Coverage	Loss Date	Status
SRS57079814987	Sanford, Randolph	General Liability	07/17/2017	Open

Date	Type	Payee	Service From	Service To	Payment	Reserve
01/08/2018	Other Reserve					98,964.00
01/08/2018	Expense Reserve					350,901.00
01/08/2018	Bodily Injury Reserve					280,000.00
10/21/2017	Expense Reserve					261,734.46
10/21/2017	Expense Reserve					47,941.89
10/19/2017	Expense Reserve					11,032.31
10/16/2017	Expense Reserve					22,003.83
10/09/2017	Expense Reserve					58,214.98
10/04/2017	Expense Reserve					28,059.93
09/29/2017	Expense Reserve					22,050.37
09/23/2017	Expense Reserve					18,248.16

**Filter By** Advanced Search

Type

Financial

Type

Payee

Name

Transaction

Date

Service

From

Service To

### 26.1.7 E-documents

Origami provides tools to both create electronic documents as well as manage documents uploaded to application. Origami's comprehensive Document Management functionality supports the workflow needs of high volume scanning shops and provides the ability to build configurable working queues, which can then be assigned to specific users. These queues are advanced filters that will display documents that have been brought into the system, and are based on various aspects such as document type, document status, type of file, etc. Scanned images are batched and imported into Origami via a batch process and



assigned to the corresponding queues accordingly (for example, “Unlinked documents”, “Medical Bills”, “Attorney Letters”, etc.).

In addition, files of any type can be attached directly to and accessed from a claim record within the system. Documents on the claim can be organized into folders (“Legal “, “Medical”, etc.).

Both Document Queues and Document Folders can be secured so that only users with appropriate security can view the folder or queue and the contents within. A video demonstration of this feature is available at the following link: <https://live-tv.origamirisk.com/OrigamiTV/Video/DocMgmt>

Specific to the creation of electronic documents, Origami provides the ability to easily create mail merge documents for automation of routine correspondence, forms, and more. Users have the ability to create standard documents with the desired formatting and letterhead. The document is then tagged with data elements contained in Origami (i.e. claimant, claim number, loss date, etc) that can be auto-populated.

When the document has been configured, mail merge templates are uploaded via the administration module and linked to the relevant system entity for context. The template will then be available for automatic generation, download, and email distribution or can be automated further using workflow tools. For a video demonstration of the Mail Merge tool in Origami, visit the following link: <https://live-tv.origamirisk.com/OrigamiTV/Video/MailMerge>

### 26.1.8 Summary Reports

Origami provides summary level reports as well as drill-down to the precise details. Origami delivers reporting and analysis within the users’ workflow along with the traditional reporting module. Innovations in real-time analysis, distribution rules, and formatting options make it easier than ever to glean insight and share with colleagues and external partners.

Origami empowers users to create and distribute reports with the detailed analysis needed to drive business decisions. Origami’s standard reporting templates allow the ability to quickly pull risk information by type of data (claim, policy, etc.) or at a detail or summary level. Reports can be scheduled and distributed to various distribution groups, and can be exported to PDF, Excel, or Word format.

In the 2016 Advisen RMIS Review, which provided rankings based on risk and insurance professional’s survey feedback, Origami Risk had the highest overall rating in the reports and dashboards category, as well as the highest ratings in all of the sub-categories, including report development, standard reports, adhoc reports, business intelligence/analytics, dashboard development and dashboard ease of use. Our robust reporting and dashboard capabilities empower you to analyze all data within the system with ease.

Our reporting tools allow users to:

- x Schedule individual reports or report packages
- x Distribute reports to specified groups
- x Apply coverage and location security
- x Review summary level reports as well as drill-down to the precise details
- x Export to Excel, Word, or PDF
- x Create reports based on a triggering event
- x Respond to interactive questions to filter the report data
- x Conduct advanced analytics

Reports can be executed, edited, or exported by clicking the appropriate icons directly from the Reports list, or more details and options related to any saved report can be displayed by clicking on the name of the report itself. Also, a quick preview image of the report can be displayed by clicking on the magnifying glass icon following the report type.



ACME, INC.

Incurred

Incurred	Total Paid	Total Outstanding	Avg Incurred	Max Incurred
1,259	9,077,013	6,164,246	21,961	172,900
1,834	8,918,868	5,835,966	22,492	251,020
1,837	2,535,750	166,087	20,014	362,309
1,808	996,263	17,545	12,516	198,891
<b>1,739</b>	<b>21,527,894</b>	<b>12,183,844</b>	<b>21,527</b>	<b>362,309</b>

Interactive options allow users to adjust reports on-the-fly.

Name	Description	Type
Ad Hoc Claim Graph	A bar, line or pie chart showing one or two data points	Graph
Ad Hoc Policy Graph	A bar, line or pie chart showing one or two data points	Graph
Benchmarking	A graphical comparison of actual data against a particular benchmark	Summary
Check Detail	A detail listing of checks	Detail
Check Payment Detail	A detailed listing of check payments on claims	Detail
Claim Detail	A one line listing of claims with options for grouping and filters	Detail
Claim Graph	A graph showing total incurred and total paid grouped by one data point	Graph
Claim Map	A Google Map showing the location of claims based on a filter. Only claims with valid address information will appear	Graph
Claim Note Detail	A listing of notes attached to claims	Detail
Claim Summary	A summarized view of claim totals with options for grouping and filters	Summary
Claim Summary with Ad Hoc Graph	A summarized view of claims data that includes a graph at the top grouping level	Summary
Claim Summary with Graph	A summarized view of claims data that includes a graph at the top grouping level	Summary
Claim Tasks	A detailed listing of tasks assigned to Claims	Detail
Closure Analysis	Summary metrics on claim closures over the past 8 quarters	Summary
Code Listing	A detailed listing of all codes in the system	Detail
Cross Tab Analysis	A cross tab reports breaking down claims data by up to four data points	Summary

Origami's more than 100 standard report templates make it easy to create any report imaginable.



The screenshot displays the 'Reports' module interface. At the top, there are buttons for 'New Report', 'New Graph', and 'More'. The main area is divided into 'Favorites' and 'All Reports' sections. The 'Favorites' section contains a table with columns for Name, Report Type, Folder, Last Run, and Actions. The 'All Reports' section shows a grid of report thumbnails with columns for Report Name, Report Type, Last Run, and Actions. On the right side, there is a 'Filter By' section with dropdown menus for Name, Type, Created, and Shared. Below that is a 'Report Groups' section with checkboxes for various categories like Actuarial, Certificates, Claims, and Loss Control. At the bottom right, there is a 'Recently Viewed' section showing the last two reports viewed.

Origami’s reports module displays favorite and saved reports, report previews, report descriptions, etc.

### 26.1.9 Standard Reports as well as ad hoc reporting capabilities

Origami’s more than 100 standard report templates and ad-hoc reporting capabilities make it easy to create almost any report imaginable. All reporting tools and dashboards are part of our system. We offer a comprehensive library of templates, an ad-hoc report designer, and a truly unique option to use all reportable fields as modifiers turning even template-style reports into custom, on-the-fly, ad-hoc 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.

#### 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 (depicted below).



Many of the options available in standard reports are also available in custom ad-hoc reporting such as the following:

- x Use of new or saved filter criteria
- x Grouping and sorting of field data
- x Specifying valuation dates and incurred formulas
- x The ability to specify interactive options when running the report

For any report formatting options not offered by the standard report templates or ad-hoc reports in Origami, the system allows you to build custom report templates. There is no need to learn a complex report design tool or programming language to create custom templates—Origami allows report designers to include any fields from the database in a variety of formatting, filtering, grouping, and sorting options, via the familiar and intuitive Origami user interface.

### 26.1.10 Incident Reporting (Optional)

Origami’s configurable incident intake system is quickly deployed as it requires no development work for set up. Origami is accessible from any internet browser or mobile application and allows users to capture and report incident details quickly and accurately. With online, offline, and mobile access to Fort Bend’s custom, interview-style forms, users can quickly and accurately enter incident details. The data can be used to drive a wide array of workflow actions, including root cause analysis and accident investigation assignments, automated text notifications, task assignments, and more!

Incidents can be entered into the system in a variety of ways:

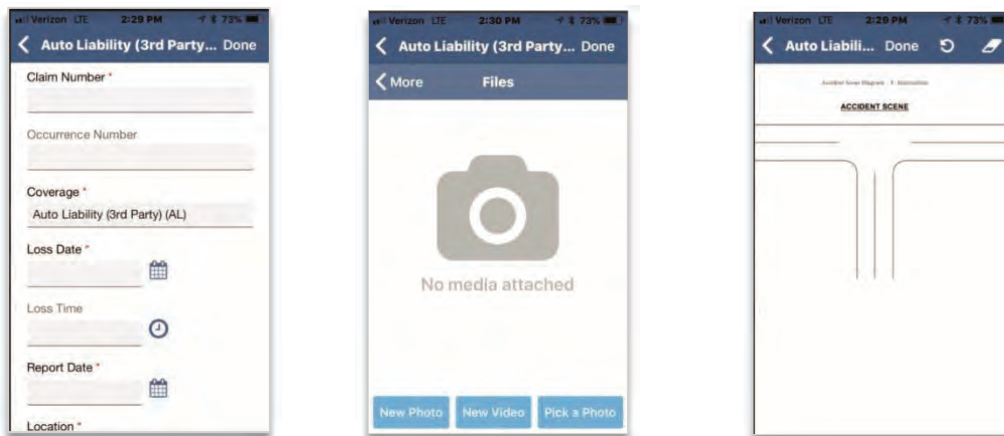
1. **Incidents module.** Internal users with the appropriate system access can enter incidents directly into the system through the incidents module.



#	Incident Details	Incident Type	Location	Loss Date
369	Adams, Bill W	Injured employee	28 - Atlanta	08/06/2018
369	James Winchester	Risk Incident	27406 - 1400 S. POTOMAC	09/16/2018
367	Whitworth, Eric	Injured employee	35 - Chicago	04/25/2018
363	Fairley, Shannon	Injured employee	35 - Chicago	04/10/2018
365	John Doe PI complained of pain after colonoscopy procedure. He was admitted for accidental punctu...	Hospital Professional Liability	38303 - METHODIST PLAZA	04/03/2018
361	Adams, Bill W	Hazard	28 - Atlanta	03/02/2018
360	at Urin, Alex	Injured employee	35 - Chicago	02/15/2018
378	Adams, Bill W	Injured employee	28 - Atlanta	01/12/2018
378	test	Injured employee	28 - Atlanta	01/10/2018
376	at Urin, Alex	Damaged company vehicle	28 - Atlanta	12/12/2017
377	Adams, Bill W	Injured employee	28 - Atlanta	12/12/2017
375	Adams, Bill W	Injured employee	28 - Atlanta	12/06/2017
E0006-1	ACME, Inc Property Burglars broke into 1st floor office and stole multiple items	Damaged company property	2 - Anchorage	11/16/2017
E0006-1-2	ACME, Inc Property Burglars broke into 1st floor office and stole multiple items	Damaged company property	2 - Anchorage	11/16/2017
E0006-1-3	Nathan Brown  Burglars broke into 1st floor office and stole multiple items	Damaged non-company property	2 - Anchorage	11/16/2017
3-1	ACME, Inc Property  Tree fell during storm through window damaging building, desk, and com...	Damaged company property	28 - Atlanta	11/02/2017
3-1-2	ACME, Inc Property  Tree fell during storm through window damaging building, desk, and com...	Damaged company property	28 - Atlanta	11/02/2017
3-1-3	ACME, Inc Property  Tree fell during storm through window damaging building, desk, and com...	Damaged company property	28 - Atlanta	11/02/2017
E0003-1	ACME, Inc Property A pipe burst on the third floor causing a leak to damage three computers	Damaged company property	28 - Atlanta	10/04/2017
E0003-1-2	ACME, Inc Property A pipe burst on the third floor causing a leak to damage three computers	Damaged company property	28 - Atlanta	10/04/2017
E0003-1-3	ACME, Inc Property A pipe burst on the third floor causing a leak to damage three computers	Damaged company property	28 - Atlanta	10/04/2017

Users can enter incidents directly into the system through the incidents module.

2. **Mobile data entry and Mobile Forms application.** When setting up incident intake forms, Origami allows organizations to create online and mobile forms for specific locations, roles, etc. Users can capture data using online forms in any browser. For on-site intake, mobile forms can be downloaded to a standalone app available for iOS, Android, and Microsoft devices. Users can capture data using mobile forms even when an internet connection is not available. All data entered into the app is encrypted in a user's phone or tablet, where it is securely stored until an internet connection is available and the data can be submitted.



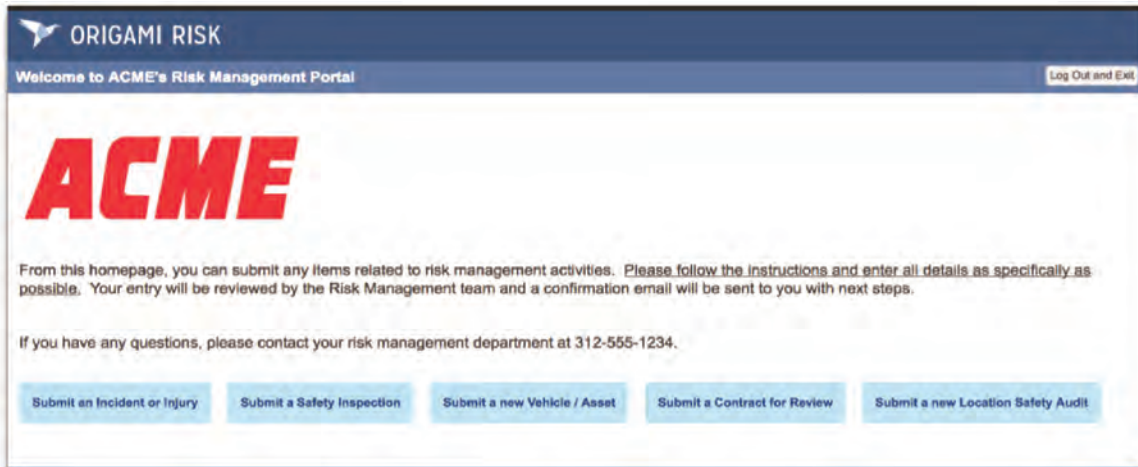
Origami's Mobile Forms application allows users to enter incidents remotely.

For more information on mobile incident entry, please view the videos at the following links:

x **Mobile incident entry.** <https://live-tv.origamirisk.com/OrigamiTV/Video/MobileIncidentReporting>

**Mobile forms.** <https://live-tv.origamirisk.com/OrigamiTV/Video/MobileForms>

3. **Customized portals for incident collection.** Origami's custom portals make incident collection simple and efficient allowing both system users and non-users to enter data into the system. Origami's portal feature offers the ability to build an external webpage tailored specifically for the client, with the ability for Fort Bend's administrative users to edit the content, layout, logo of the screen as well as specify which types of information can be captured. The portal is accessed through a link that can be embedded behind a button on the client's website or intranet. No user credentials are required.



Origami's portal feature allows users and non-users to enter incidents.

For more information on Origami's portal feature, please view the videos at the following links:

x **Anonymous incident collection.** <https://live-tv.origamirisk.com/OrigamiTV/Video/AnonymousIncidentCollection> X

**Risk management portal.** <https://live-tv.origamirisk.com/OrigamiTV/Video/Portal>

### 26.1.11 Vendor may propose additional services related to claim processes

#### Claim Receivables

Origami provides an integrated module to help clients become more efficient, better organized, and save time managing the effort of collections on individual claims, whether those efforts involve subrogation, salvage, or any general recovery. You can track individual payments associated with a receivable as well as the outstanding amounts on the receivable, who it is assigned to, its status, and age.

Claim Receivable Number	Entry Date	Receivable Status	Receivable Contact	Receivable Owner	Collection Amount	Recovered Amount	Age	Outstanding Amount
123	09/16/2015	Open	Excel Occupational Health Clinic	Steve Haney	64.33	0.00	57	64.33
RCV000000001	09/17/2015	Open	Excel Occupational Health Clinic	Timothy Cope			56	0.00
RCV000000001	09/17/2015	Open	John W. Andrews, Esq., John T. Andrews, Esq &	Steve Haney			56	0.00
RCV000000001	09/17/2015	Sent to Collections	SURGICAL IMAGING SERVICES INC	Steve Haney			56	0.00
RCV000000001	09/17/2015						55	0.00
RCV000000002	09/17/2015	Closed - Fully Recovered					56	0.00
RCV000000002	09/17/2015	Open	Alexian Brothers - Lake Street	Steve Haney			56	0.00
RCV000000004	09/18/2015	Open		Linus Concepcion			55	0.00
RCV000000005	09/24/2015	Open	LAW OFFICES OF REEVES & LYNCH	Timothy Cope	1,139.81	816.04	49	323.77
RCV000000007	10/05/2015			Linus Concepcion	4,620.00	0.00	37	4,620.00
RCV000000008	10/06/2015			Steve Haney			37	0.00
RCV000000010	10/16/2015	Open		Jon Nichols	216.00	1.00	27	215.00
RCV000000011	10/16/2015	Closed - Fully Recovered		Marla Shone			27	0.00
RCV15-WC000000001	09/17/2015	Open					56	0.00
RCV15-WC000000001	09/17/2015	Closed - Fully Recovered					56	0.00

A view of the Claim Receivables Module in Origami.



ORIGAMI RISK [Dashboards](#) [Claims](#) [Contacts](#) [Locations](#) [Employees](#) [Tasks](#) [Documents](#) [Training Sessions](#) [Admin](#) [Reports](#) [Loc](#)

Steve Haney in OrigamiStandard > Standard Client > Defau

Claims > I changed this LOCRCV00000005 > Claim Receivables > [Edit Claim Receivable](#) [More](#)

**RCV000000005**

**Receivable Information**

Claim	Mendez, Maria (2007-0000013)	Collection Amount	1,139.81
Claim Receivable	RCV000000005	Recovered Amount	816.04
Number		Outstanding Amount	323.77
Entry Date	09/24/2015	Age	49
Receivable Status	Open		
Receivable Category	Bill Overpayments		
Receivable Contact	LAW OFFICES OF REEVES & LYNCH		
Receivable Owner	Timothy Cope		

**Applicable Payments** [Link Payment](#)

Related Payment	Financial Type	Pay Code	Transaction Date	Payee	Payment Amount	Collection Amount
Payment Steve Haney	Med/BI/Comp	Pharmacy	06/17/2015	Steve Haney	3,000.00	1,100.00
Payment Steve Haney	Med/BI/Comp	Penalty-TPA (CA/M) (Medical)	06/17/2015	Steve Haney	211.74	21.74
Payment Steve Haney	Med/BI/Comp	Pharmacy	06/17/2015	Steve Haney	218.12	11.00
Payment Steve Haney	Med/BI/Comp	Pharmacy	06/12/2015	Steve Haney	113.42	7.00
Payment COUNSELING & REHABILITATION ASSOCIATES, INC.	Ind/PD/Coll	Collision - Deductible Refund	01/20/2015	COUNSELING & REHABILITATION ASSOCIATES, INC.	13,523.00	0.07

**Recoveries Made** [Link Recovery](#)

Recovery	Financial Type	Pay Code	Transaction Date	Recovery Amount
Payment	Recovery	Expense Recovery	09/24/2015	75.00
Payment Steve Haney	Med/BI/Comp	Pharmacy	06/17/2015	211.74
Payment Progressive Medical Inc.	Med/BI/Comp	Pharmacy Fee	06/17/2014	529.30

A view of the receivable record in Origami.

### Claim Audits

Within the claims module, Origami provides screens to document routine review of claims information and activity including financials, coding, documentation, follow-up, and more. Using claim audits, users are able to document their findings of one or several claims to ensure proper handling as well as provide a grade, create new notes, upload files, or assign follow-up tasks for any corrective actions. Claim audits can also be tied to any claim records contained in the system. The routine review of claims activity provides Fort Bend greater oversight for claims handling.

**Claim Audits** [New Claim Audit](#) [More](#)

**Claim Audit Views** [All View](#)

[All Claim Audits](#)

Claim Review Number	Entry Date	Audit Status	Review Due Date	Review Comments
229	07/10/2017	Complete	07/12/2017	Another great job by TPA
129	07/13/2017	In Progress	07/20/2017	
329	07/27/2017	Not Started	08/23/2017	
123	08/07/2017	In Progress	08/14/2017	
1089	08/07/2017	In Progress	08/04/2017	Past due - client not answering phone calls
456	08/07/2017	In Progress	07/19/2017	
777	08/07/2017	Not Started	08/02/2017	Supervisor said to hold off on starting this audit
1000	08/07/2017	In Progress	08/02/2017	Missing one claim to complete this audit
222	08/07/2017	Not Started	08/31/2017	Review will begin August 19
675	08/07/2017	In Progress	08/23/2017	

View of the claim audits screen.



**Claim Audits** Edit Claim Audit More

**Open Tasks** New All Tasks  
No open tasks.

**All Notes**  
No notes. Click [here](#) to add one.

**Files**  
No files. Click [here](#) or drop files to add.

Audit Number: 229  
 Audit Status: Complete  
 Claim Review Date: 07/07/2017  
 Review Due Date: 07/12/2017  
 Review Fin Act Date: 07/10/2017  
 Review Non Fin Act Date: 07/07/2017  
 Date:  
 Claim Review: 07/13/2017  
 Completion Date:  
 Review Comments: Another great job by TPA  
 Auditor: Alex af Ursin  
 Secondary Review: No

[Hide Details](#)

**Claims From Audit**

Audit Number	Claim Number	Claim Review Date	Review Status	Grade	Review Comments
229	A911201114000101	07/04/2017	S	70-80	
229	A911201075000101	07/11/2017	S	100	Perfect
229	A911201046000101	07/04/2017	E	70-80	Insured Statement Needed
229	A911201021000101	07/12/2017	E	100	Perfect
229	SRS77970607139	07/07/2017	S	80-90	Stair-Stepping
229	A911201009000101	07/13/2017	S	70-80	Body Part Inaccurate
229	A911201008000101	07/12/2017	U	0-60	Contact Info Unavailable

View of a claim audit record.

26.2 The RMIS will monitor and coordinate the administration of claims by a third party vendor managing workers compensation, auto liability, general liability, employment practices liability and property claims. System must have the ability to communicate between Third Party Administrator (TPA) and County systems as well as have the ability to receive and upload claims interface from TPA to include:

**26.2.1 Claim Initiation**

Please refer to above response to 26.1.1.

**26.2.2 Coding**

Please refer to above response for 26.1.2.

**26.2.3 Adjuster file notes**

Please refer to above response for 26.1.3.

**26.2.4 Adjuster diaries**

Please refer to above response for 26.1.4.

**26.2.5 Indemnity and expense payments** Please refer to above response for 26.1.5.

**26.2.6 Reserve history**

Please refer to above response for 26.1.6.

**26.2.7 E-documents**

Please refer to above response for 26.1.7.



Origami allows users to create and send email correspondence manually within the application or automatically using powerful workflow tools. Our built-in data entry events tool allows the creation of events for any data element contained in the system, including claims, transactions, policies, etc. These events can trigger a number of actions, including sending routine emails or email alerts and reminders.

Administration > Events > Edit Event More

### New Claim Created

**Data Entry Event Details**

Description: **New Claim Created**

Event Triggers: **Claim is Added**

Event Condition: **All Claims.**

---

**Manual Event Details**

Allow Manual Fire of this event

---

**Actions Triggered by Event**

There are no actions currently associated with this event. Click on the buttons above to add actions.

---

**Recent Event Logs**

Event Date	Event	Instance	Triggered By
------------	-------	----------	--------------

Create a new action...

- New Task
- New Note
- New Email
- New Mail Merge
- New Abstract
- New Reserve Transaction
- New First Report
- Grant External Access
- New Send Mobile Form
- New Report
- New SMS Message

Data entry events allow users to define business rules that will trigger automatic emails or other system actions.



Users are able to totally customize the content, format, attachments, and recipients of automated emails.

Origami also provides manual email functionality directly from records throughout the system including claims, policies, audits, etc. Emails within Origami support rich text, full spellcheck capabilities, and even use of templates for standardized correspondence. Users are able to attach documents already contained in the system or upload any other attachments as well as select from contacts contained in Origami or enter any other recipients.



Users can both create new email correspondence and review historical correspondence directly from the claim screen.

Video demonstrations of additional email functionality in Origami are available at the below links:

- o **Email templates.** <https://live-tv.origamirisk.com/OrigamiTV/Video/EmailTemplates>
- o **Tracking Emails to and from Origami.** <https://live-tv.origamirisk.com/OrigamiTV/Video/EmailTracking>
- o **System uploads via email.** <https://live-tv.origamirisk.com/OrigamiTV/Video/EmailAttachments>

## 26.2.9 Regulatory Forms

Origami can receive forms and documents for your TPA but also provides users a seamless process for generating and transmitting several regulatory forms including:

- x **FROI/SROI.** Through a relationship with Mitchell, Origami allows users to transmit required FROI/SROI information to each state jurisdiction. Origami is able to auto-fill many elements based on data from a claim and associated records as well as submit the report as a designee on behalf of our clients. Additional fees apply for a contract with Mitchell.
- x **State Workers' Compensation Forms.** Origami provides clients with a fully-up-to-date and compliant library of fillable, mandated Workers' Compensation forms for each state jurisdiction through a partnership with Claimwire (wholly owned by Origami Risk). Some available forms include OSHA 300, 300A, 301 and LS202 reports. All fields in the forms are mapped to available fields in Origami for dynamic population. For additional information on state forms in Origami, view the video at the following link: <https://live-tv.origamirisk.com/OrigamiTV/Video/ClaimWire>
- x **CMS 111.** Origami also includes all the functionality and information necessary for query and submission to CMS. We can submit as well as receive responses directly from CMS as a designee of our clients



## 26.3 Must be able to combine TPA and County claims data in order to perform the following:

### 26.3.1 Summary Reports

Once the appropriate interface with Fort Bend’s TPA has been configured either through API, batch process, or data update, all claims data is stored in Origami’s claims module. Users are able to use Origami’s robust reporting tools, including the summary report templates or custom summary reports, to analyze any captured data element.

### 26.3.2 Standard Reports as well as ad hoc reports

Origami’s more than 100 standard report templates and ad-hoc report designer can be used to analyze all data elements contained in the system, including both the claims initiated within Origami by Fort Bend as well as the claims initiated by the TPA and imported to Origami.

### 26.3.3 Ability to schedule and burst reports to recipients

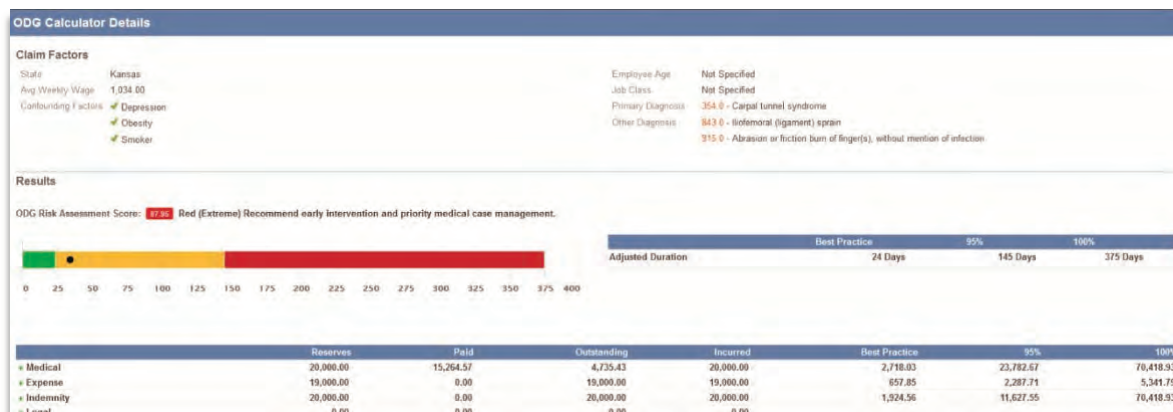
Reports in Origami can be scheduled to run at designated time/dates and can be automatically delivered to internal and external designees or complete distribution lists in various formats (Excel, Word, PDF).

### 26.3.4 Predictive Modeling

If a client has a subscription with ODG ([www.worklossdata.com](http://www.worklossdata.com)), Origami will integrate claim data with the ODG guidelines to provide predictive modeling functionality. If this is turned on, claims with ICD diagnosis codes can show ODG data in the view form:

ODG Risk Score: **87.95** Red (Extreme)  
 Primary Diagnosis: 354.0 - Carpal tunnel syndrome  
 Other Diagnosis: 843.0 - Iliofemoral (ligament) sprain  
 915.0 - Abrasion or friction burn of finger(s), without mention of infection  
[View Treatment Guidelines](#)

Origami will compare diagnosis codes and other key claim data against ODG’s benchmarks for lost time and reserving. Clicking a detail link will bring up the more detailed ODG guideline page, which looks like this:



ODG provides a general assessment score and benchmark data. The Best Practice benchmark is what a perfectly run program should achieve, and should be considered the ideal. The 95% figure is the average



excluding the worst 5% (which are typically outliers). The 100% figure is the average of all claims including outliers. The difference between “Claims Data” and “All Absence Data” is that All Absence Data includes incidents that did not become claims.

In the bottom section, Origami shows the current financials along with the ODG Guidelines for Best Practice, 95% and 100% averages. Clicking the ICD Code link brings up detailed best practice guidelines and a user can further drill into the full ODG Treatment Guidelines content:

**Sprain of lumbar (8472)**

Code: 8472  
 Description: Sprain of lumbar  
 Short Description: Sprain lumbar region

Return-To-Work Summary Guidelines			Return-To-Work "Best Practice" Guidelines	
Dataset	Midrange	At-Risk	Guideline	RTW Days
Claims Data	16 Days	39 Days	Mild (grade I), clerical/modified work	0.00 Days
All absences Data	10 Days	36 Days	Mild, manual/heavy manual work	7.00 to 10.00 Days
			Severe (grade II-III), clerical/modified work	0.00 to 3.00 Days
			Severe, manual work	14.00 to 17.00 Days
			Severe, heavy manual work	35.00 Days
			With radicular signs, see 722.1 (disc disorders)	
			Obesity comorbidity (BMI >= 30), multiply by	1.31 Days

**Capabilities & Activity Modifications for Restricted Work**

**Clerical/modified work:** Lifting with knees (with a straight back, no stooping) not more than 5 lbs up to 3 times/hr; squatting up to 4 times/hr; standing or walking with a 5-minute break at least every 20 minutes; sitting with a 5-minute break every 30 minutes; no extremes of extension or flexion; no extremes of twisting; no climbing ladders; driving car only up to 2 hrs/day.

**Manual work:** Lifting with knees (with a straight back) not more than 25 lbs up to 15 times/hr; squatting up to 16 times/hr; standing or walking with a 10-minute break at least every 1-2 hours; sitting with a 10-minute break every 1-2 hours; extremes of flexion or extension allowed up to 12 times/hr; extremes of twisting allowed up to 16 times/hr; climbing ladders allowed up to 25 rungs 6 times/hr; driving car or light truck up to a full work day; driving heavy truck up to 4 hrs/day.

For more information about ODG Integration with Origami, please visit the following link: <http://live.origamirisk.tv/OrigamiTV/Video/ODG>

### 26.3.5 Return to Work Automation

Origami provides disability and lost time tracking including the ability to track total/partial days, modified work, and return-to-work schedules. This information can be used in conjunction with Origami’s powerful workflow tools to automate many of the processes around return to work.



**New Lost Time Detail** Save Changes or Cancel

Claim Number <b>680028579650260</b>	Claimant <b>Smith, Joe</b>	Coverage <b>Workers Compensation</b>	Loss Date <b>12/04/2014</b>	Status <b>Open</b>
--	-------------------------------	---	--------------------------------	-----------------------

Start Date \*

End Date

Lost Time Type \*

Transitional Duty

Disability Type

Comments

Work Days \*  0

Calendar Days \*  0

Note: Lost days calculation does not include date of loss (12/04/2014).

**Employee Work Schedule**

The entries below are used to calculate lost work days. Changes to the employee work schedule will update the claim record.

Work Week  Sun  Mon  Tue  Wed  Thu  Fri  Sat

Holidays

Entry screen for lost time details.

### 26.3.6 Vendor may propose other third party claims administration oversight services.

#### **Data Integration with Third-Party Administrators**

Origami has the ability to bi-directionally communicate with your preferred TPA and store corresponding TPA claims data including coding, notes, tasks, payments, reserves, documents, and emails. Origami has built strong relationships with many TPA's and carriers as we regularly interface with them on behalf of our more than 400 clients.

In addition, Origami can establish automated feeds to receive files from any TPA. Origami will work with the TPA on behalf of Fort Bend to setup a secure FTP process using PGP to transfer files. This process can be setup to check for new files sent to Origami multiple times per day, if needed (*please note that your TPA may have limitations on how frequently they can send files to Origami*).

Origami also offers extensive web services API and on-screen automated file import/export tools to facilitate system integrations of varied complexity and frequency. The same interfacing tools can also be used with other external systems such as financial systems for check printing, financial systems for payroll information or check reconciliation, HR data, legal systems, medical bill review, and more. An overview of the various interface methods in Origami follows:

- x **Web services API.** Application Programming Interface (API) is a method of configuring real-time data exchange and interfacing with external systems. Origami currently supports SOAP-based API and effective September 2018, will also support REST-based API, allowing clients to seamlessly integrate with even more external systems.
- x **Data update.** Origami can receive and automatically load data extracts received from external systems using the Data Update tool. Once the format of the data to be loaded is determined, each field is mapped within Origami. In most cases, Origami is able to fully automate routine data loads to be processed completely within minutes of receiving a data file. Origami has built strong relationships with most major Insurance Carriers & Third Party Administrators, including standard file layouts for efficient and accurate implementations. Origami also has intuitive tools to quickly import other data files from unknown sources and internal systems.



- As the data import tools are all contained within the core product, client users with the appropriate security permissions can monitor and manage the update process from start to finish. This includes (but is not limited to): resolving exceptions and viewing and modifying field/code mappings.

The screenshot shows the 'TRINET\_POST2012' update process. It includes a progress bar with four stages: '1. Import the File' (green, completed), '2. Convert the Data' (blue, warning), '3. Update Production Data' (grey), and 'Finished!' (grey). Below the progress bar is a table for 'Update Screening Checks'.

	Open	Warning	Success
Open Claims	1	0	0
Closed Claims	0	5	0
Reopened Claims	0	0	0
Total Claims	1	5	0

- **Exception handling.** Origami allows for client's to handle data exceptions without waiting on their professional services contact. Resolved exceptions can automatically be added to the conversion process and field mappings. This reduces the ongoing efforts each month and continually improves data quality.

The screenshot shows the 'Exception List' interface. It includes a section for 'Conversion Exceptions' and a detailed view for an 'Invalid Policy Number' exception. Below this is a table of 'Records Matching Exception'.

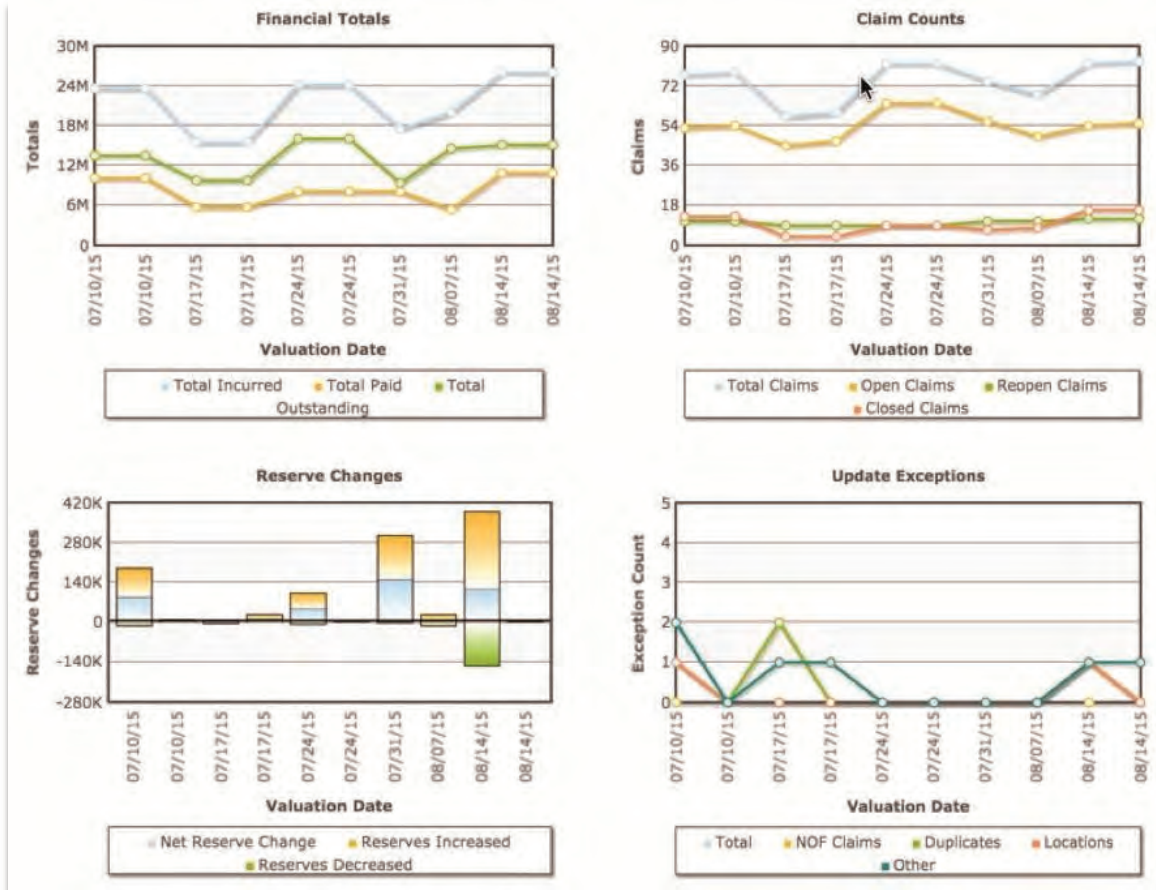
Claim Number	Claimant	Labelled	Carrier Coverage	Loss Date	Report Date
004622000001WC01	CONN, JAMES	TR17989 - Strategic Storage Holdings, LLC	Workers Compensation	07/01/2012	07/02/2012
004622000002WC01	QUINONES, MARIA	TR0390U - Ringhever Funding LLC	Workers Compensation	07/02/2012	07/03/2012
004622000003WC01	DAHLGREN, DIANA	TR95PL - Conch Harbor Fuel, LLC	Workers Compensation	07/02/2012	07/05/2012
004622000004WC01	KUKOWSKI,	TR8105 - D & E Enterprises of St	Workers Compensation	07/01/2012	07/03/2012

- **Data mapping.** Origami also gives our clients the ability to view their conversion mappings and make field & code updates right within the system. This provides our customers with full authority over their data updates and helps ensure accurate and timely data.



Destination Field	Source Mapping	Overwrite
% of Est Lost Days		
Accident City	AccidentCity	<input checked="" type="checkbox"/>
Accident Country		
Accident Latitude	AccidentLatitude	<input checked="" type="checkbox"/>
Accident Longitude	AccidentLongitude	<input checked="" type="checkbox"/>
Accident Postal		
Accident State	AccidentState	<input checked="" type="checkbox"/> Automatically Mapped
Accident Street 1		
Accident Street 2		
Accident Type	AccidentTypeCode	<input checked="" type="checkbox"/> Code Mappings
Activity During Accident		
Actual Settlement Amount	AcutalSettlementAmount	<input checked="" type="checkbox"/>
Adjuster User		
Allegations	<input checked="" type="checkbox"/> [None] [Formula] AccidentCity AccidentCountryCode AccidentCountry	<input checked="" type="checkbox"/> Overwrite existing content. Save or Cancel
Alleged Damages		
Answer Date		

Origami checks all incoming data against control totals to ensure we are loading accurate files. From there, we will run the data through a series of data validations, both standard and/or any client specific validations. Once these checks are passed, the data will be run through the conversion process. Origami also provides our customers with a number of trending reports and analytics to monitor their data and ensure its accuracy.



Statistic	08/14/2015 Valuation	Difference from previous	Average of Last 10	Max from Last 10	Min from Last 10	08/14/2015 Valuation	08/07/2015 Valuation	07/31/2015 Valuation	07/24/2015 Valuation
Open Claims	55	0	54.10	64	45	55	49	56	64
Reopened Claims	12	0	10.40	12	9	12	11	11	9
Closed Claims	16	0	9.90	16	4	16	8	7	9
Total Claims	83	0	0.00	0	0	83	68	74	82
Amount Incurred	25,975,398.86	0.00	21,601,025.55	25,975,398.86	15,505,093.27	25,975,398.86	19,999,248.89	17,486,208.56	24,146,958.46
Amount Paid	10,880,369.76	0.00	8,319,209.87	10,880,369.76	5,402,811.90	10,880,369.76	5,402,811.90	8,087,243.80	8,093,798.64
Amount Outstanding	15,095,029.10	0.00	13,281,815.68	16,053,159.82	9,398,964.76	15,095,029.10	14,596,436.99	9,398,964.76	16,053,159.82
Reserve Increases	1,535.00	0.00	0.00	0.00	0.00	1,535.00	20,506.32	153,749.39	55,553.37
Reserve Decreases	0.00	0.00	0.00	0.00	0.00	0.00	13,514.51	2,783.92	7,689.12
Net Change in Reserve	1,535.00	0.00	0.00	0.00	0.00	1,535.00	6,991.81	150,965.47	47,864.25
Claims Not on File	0	0	0.00	0	0	0	0	0	0
Duplicates Autofixed	0	0	0.00	0	0	0	0	0	0
Duplicates Fixed Manually	0	0	0.40	2	0	0	0	0	0
Location Code Exceptions	0	0	0.20	1	0	0	0	0	0
Other Exceptions	1	0	0.60	2	0	1	0	0	0

x **Data import/export tools.** Origami provides administrators a number of on-screen tools for data transportation into and out of the SaaS. For straight forward imports, pre-defined spreadsheets can be imported on schedule via FTP or manually by the administrative user. This tool includes error handling to



ensure reliable, easy to use tools. This tool can be used across all of your business data structures within Origami. A video demonstration is available at the following link:

<https://live-tv.origamirisk.com/OrigamiTV/Video/DataImport>

Once the appropriate interface has been configured with your TPA, Origami can receive, store, and analyze all claims data including coding, notes, diaries, payments, reserves, documents, emails, and more within the claims module. All data contained in Origami, even if the originating source was your TPA, uses the same claim module and interface as described in our response to 26.1.

Origami also provides simple tools that allow Fort Bend to push data back to the TPA as frequently as several times a day (or as required by Fort Bend), including:

- x An email notification can be sent to an email address at the TPA. Any fields, documents, etc. associated with the claim record in Origami can be sent with the notification.
  - x An automated process can be configured where a file is sent to the TPA with the required fields. x
- A report can be schedule to run and send any data to the TPA.

## **26.4 The RMIS will need to have underwriting component to perform the following:**

### **26.4.1 Property Schedule to include valuation, COPE, secondary characteristics, descriptions, contents, EDP, location**

Origami's location module allows for tracking of an unlimited number of properties and has fields to capture all Property/COPE and exposure data, plus the ability for clients to configure additional fields and types to meet their needs. COPE data, values and exposures, inspection recommendations, property details, and assets stored in Origami are integrated with claims, policies, TCOR calculations, and allocation models. This integration provides the ability to identify the allocated cost of risk, claim activity, policy coverage, and more for each location.

### **26.4.2 Vehicle Schedule to include make, model, year, purchase price, add-on (police package), department, VIN, IDN**

Origami's fleet tracking allows you to track vehicle details including make, model, VIN, IDN, and more plus the ability to modify and add new fields to meet Fort Bend's exact needs. A demonstration of Origami's Fleet Management functionality is available at the following link:  
<https://livetv.origamirisk.com/OrigamiTV/Video/FleetManagement>

### **26.4.3 New Policy Entry**

Origami allows for new policies to be entered directly in the application or imported as well as supports seamless renewals within the point-and-click interface, allowing users to copy over relevant details year to year. Certificates can be generated manually by an internal user or generated automatically during renewal, binding, etc. or uploaded and attached to a policy record. All generated certificates are tracked in the policy record and may be re-printed or re-sent via email at any time. Notifications can be triggered automatically with workflow rules configured in the system.

### **26.4.4 Policy listings and details**

Origami offers robust policy management features that allow you to track all policy details including type of coverage, policy dates, insurer, limits, premiums, claims, made and more plus the ability to add/modify fields using onscreen administrative tools to meet Fort Bend's exact requirements.



**Policies >** **TRAV-GL-102911 - Travelers General Liability** Edit Policy More

**Policy Information**

Policy Number: TRAV-GL-102911  
 Description: Travelers General Liability  
 Coverage: General Liability  
 Paid Premium: 0.00

**Carrier Information**

Carrier: Travelers

**Broker Information**

Broker: AON  
 Commission %: 0.05

**Terms**

Policy Type: Occurrence  
 Effective Date: 01/01/2018  
 Expiry Date: 12/31/2018

**Limits**

Layer Type: Primary  
 Limit: 1,000,000  
 Is Limit Per Claim: Yes  
 Aggregate Limit: 10,000,000  
 Deductible: 25,000  
 Retention Type: Deductible

[Hide Details](#)

**Open Tasks** New All Tasks

No open tasks.

---

**All Notes**

No notes. [Click here](#) to add one.

---

**Recent Emails**

No emails. [Click here](#) to add one.

---

**Contacts**

No contacts. [Click here](#) to add one.

---

**Files**

No files. [Click here](#) or drop files to add.

---

**Time Tracking**

No Records. [Click here](#) to add.

**Policy Coverages** New Coverage All Coverages

Coverage	Effective Date	Expiry Date	Limit	Aggregate Limit	Deductible	Premium

**Claim Statistics**

Count	Total Incurred	Total Paid
11,968	2,090,329,669.06	1,163,364,236.35

**Recent Claims** All Claims

Claim Number	Claimant	Location	Status	Coverage	Carrier	Loss Date	Report Date	Total Incurred
<a href="#">SRS42683363927</a>	Durham, Jim	62 - Hattisburg	Open	General Liability	Travelers	04/02/2018	04/11/2018	100,153.00
<a href="#">SRS32942010836</a>	Pacheco, Dominick	42 - Louisville	Open	General Liability	Travelers	03/18/2018	04/10/2018	100,050.00

Partial view of the policy record in Origami.

### 26.4.5 Policy erosion

Origami provides a number of ways to view policy erosion in the system. For example, you can link claims to specific Policy Coverages under your policies. When claims are linked to a policy coverage, the system will render an erosion chart when viewing coverage details. Another way to view policy erosion is through policy views which can then be added as a dashboard widget or saved report. Origami also supports graphic reports of reserves and payments over the life of a policy.



Eroded Policies								
Policy Number	Description	Coverage	Layer Type	Carrier	Effective Date	Attachment	Limit	Claim Erosion
DF-4533	Prop 2012 - 2013 Primary	Property	Primary	The Hartford	07/01/2013	1M	9M	8,000,000.00
PP456435	Prop 2010 - 2011 Excess	Property	Excess	Lloyds of London	07/01/2013	10M	75M	28,000,000.00
6454544	Prop 2010 - 2011 Excess	Property	Excess	ACE American Insurance Co.	07/01/2013	10M	25M	5,000,000.00
7675654	Prop 2010 - 2011 Excess	Property	Excess	Arch Specialty Insurance Co.	07/01/2013	10M	25M	5,000,000.00
T56565TY	Prop 2010 - 2011 Excess	Property	Excess	Lexington	07/01/2013	10M	25M	5,000,000.00

View of a policy erosion chart in Origami.

### 26.4.6 Attach photos & documents

Origami provides the ability to attached photos and documents to any system entity, including incident, claim, and audit records. Photos and documents can also be uploaded to system records via email tagged with the appropriate system record (i.e. claim number).

### 26.4.7 Ad hoc reporting

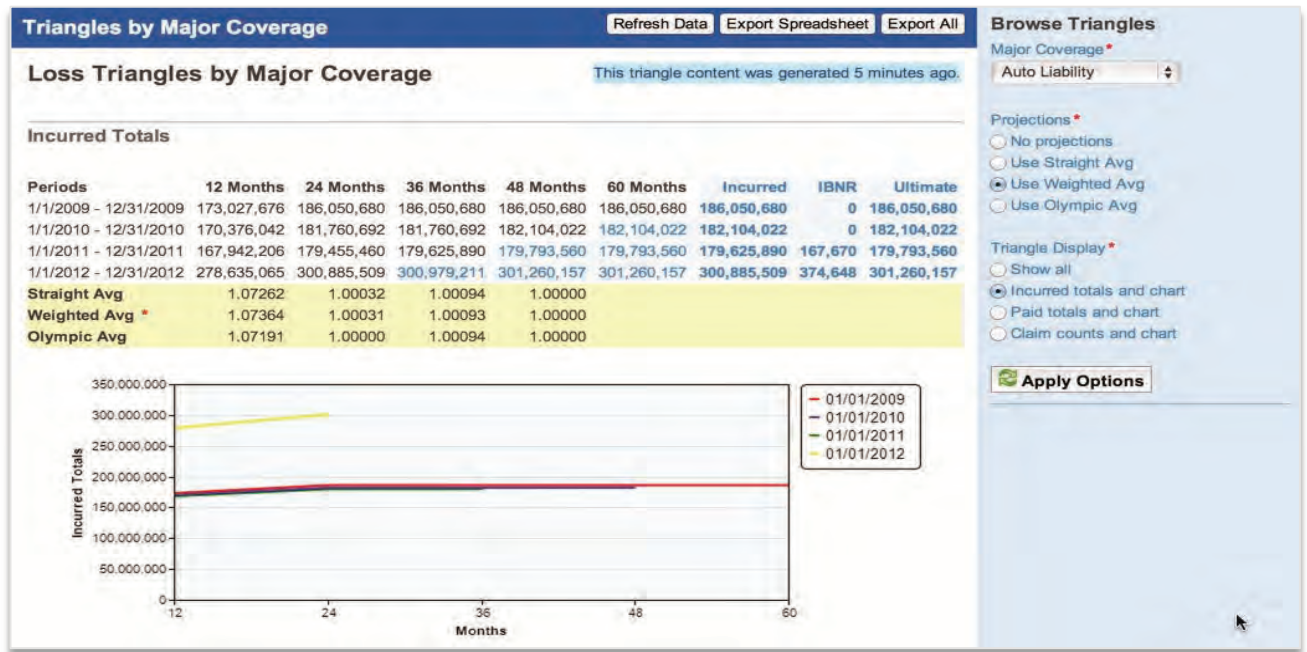
Origami’s ad-hoc reporting capabilities described previously can be used with all data stored in the system. For more information about our ad-hoc reporting, please visit the following links:

- o **Ad-hoc claim graphs.** <https://live-tv.origamirisk.com/OrigamiTV/Video/AdHocGraph>
- o **Custom ad-hoc reports.** <https://live-tv.origamirisk.com/OrigamiTV/Video/CustomAdHoc>
- o **Custom report templates.** <https://livetv.origamirisk.com/OrigamiTV/Video/BasicCustomTemplatesorigamiri>

### 26.4.8 Perform loss triangles reporting

Loss triangle reporting is a standard feature of Origami. Users have the ability to run detailed loss triangle reports with full forecasting capabilities. The standard loss triangle report templates creates a triangle for each grouping option selected from the report options screen, such as Major Coverage, Territory, etc. Rows in the loss triangle represent policy periods, which can be auto-generated by Origami, or predefined by system users. Once the loss triangle report is generated, end users see a number of options on screen to choose the average method and which totals to display to apply projections.

For a demonstration of loss triangle reporting in Origami, visit the following link: <https://live-tv.origamirisk.com/OrigamiTV/Video/LossTriangles>



Origami makes it simple to create, view, refresh, and export loss triangle reports.

## 26.5 The RMIS must have ability to assist with loss control (safety) programs with the following tools:

### 26.5.1 Incident investigation & 26.5.2 Root Cause Analysis

Origami can automatically trigger root cause investigations to be sent to the appropriate resources following an incident, and also assign and track associated corrective actions. Through this automated process, Origami does not require named licensed users to complete the investigations. Origami's unique "grant access link" allows for temporary access to a record (investigation, audits, corrective actions, etc.) to fill out the investigation form and complete their assignment. Origami can also automate reminders to the investigators, to complete their assignment, taking the burden away from Fort Bend's employees who, without Origami, would be generating emails to follow-up on outstanding investigations or corrective actions.

Another option for completing root cause investigations is for named users to manually select the New Incident/Root Cause Investigation option from the main incident record which triggers sending the investigation form manually.



Root Cause Investigation forms are configurable to meet Fort Bend's specific needs and can include any number of coded fields, number fields, date fields, and/or free text fields with rich text formatting options and the ability to add hyperlinks. Relevant data from the incident can automatically populate fields on the form as well (i.e. incident date, body part, etc.). As with the incident record itself, users can attach notes, create follow-up tasks, and attach files to the investigation.

Root Cause Investigation forms are configurable to meet Fort Bend's specific needs.

### 26.5.3 Correction action management

Once the root cause of an incident is determined, Origami users are able to code and document the root cause as well as create and assign corrective actions to system users. Corrective actions can also be created and assigned automatically using workflow tools based on defined business rules. Root cause coding is customized by incident type and can be configured or modified by Fort Bend's administrative users. Once corrective actions have been created and assigned, they can be monitored using Origami's standard report and dashboard tools.



Corrective actions can be entered from the incident record.

**Employee's Description of Incident**

Employee/Claimant: Whitworth, Eric  
 Date of Incident: 04/25/2018  
 Time of Incident: 1:00 AM  
 Assignment Site/Location: 35 - Chicago  
 Report Date: 04/25/2018

**Incident/Root Cause Investigations**

Investigation Date	Description	Root Cause
04/25/2018		

**Witnesses**

Entry Date	Witness Name	Witness Phone Number	Witness Email	Describe what you witnessed:

**Employee Job Duties**

Job Title

**Corrective Actions**

Determined Root Cause	Corrective Action Detail	Due Date	Completion Date
Environment - Weather/Temp Extremes	Repair roof leak	08/01/2018	

**Claims Linked to Incident**

Claim Number	Claimant	Location	Status	Coverage	Carrier	Loss Date	Report Date	Total Incurred
WC18-000000160	Whitworth, Eric	35 - Chicago	Open	Workers Compensation		04/25/2018	04/25/2018	10,000.00

Corrective actions are viewable within the incident record.

### 26.5.4 Training & Certificate tracking

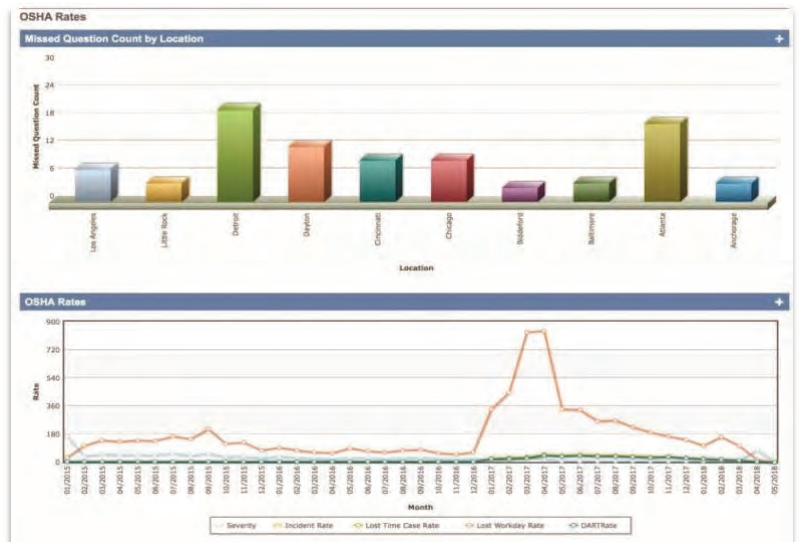
Origami provides users the ability to track completed training and certifications using the contacts module of Origami. All contacts contain demographic information but are highly configurable to allow for the appropriate data capture by type of contact. For example, employee records include a section to track details of completed safety trainings as well as certifications and other trainings. Training and certifications support expiration dates that can be used to automate re-certification and re-training workflows. These details are visible and managed directly from the employee record, as depicted below.



Drug Tests																				
Date	Type of Test	Positive For	Test Results	Refusal Results																
<p><b>Safety Trainings</b> <span style="float: right;">New Safety Training All Safety Trainings</span></p> <table border="1"> <thead> <tr> <th>Safety Training Number</th> <th>Entry Date</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Safety Training Number	Entry Date	Email													
Safety Training Number	Entry Date	Email																		
Motor Vehicle Records																				
Employee	Expiration Date	License Number	License Class	Insurance Expiration	Restrictions	Restriction Description	CDL Issued													
<p><b>Driving Violations</b> <span style="float: right;">New Driving Violation All Driving Violations</span></p> <table border="1"> <thead> <tr> <th>Violation Date</th> <th>Ticket Number</th> <th>Employee</th> <th>Ticket State</th> <th>Disposition Code</th> <th>Action Taken</th> <th>BAC</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Violation Date	Ticket Number	Employee	Ticket State	Disposition Code	Action Taken	BAC	Points								
Violation Date	Ticket Number	Employee	Ticket State	Disposition Code	Action Taken	BAC	Points													
Certifications and Trainings				All Certifications																
Training or Certification	Certification Date	Valid Through Date	Comments																	
Company Orientation	05/01/2017																			
<p><b>→</b> This employee has missing or expired trainings or certifications required. See the list below.</p>																				
Training or Certification	Status	Is Required	Required By																	
Employee Tolerance Training <a href="#">Add certification</a>	Missing	Yes	Administrative Employees (Employee Profile)																	

### 26.5.5 DART rates and incident rate per exposure

Origami maintains reports specific to DART and exposure that can also be used with dashboards. Embedded within these analytics are the ability to track standard lost time, DART, and lost days rates. In addition, Origami has the ability to view any losses by exposure to create loss ratio dashboard and reports. Example dashboard widgets are pictured right.



### 26.5.6 Loss forecasting

Origami provides standard loss forecasting capabilities through several of the standard report templates. For standard loss forecasting, Origami provides the *Loss Triangle* template. Origami also provides options for reserve forecasting on open claims in the *Open Claim Reserve Analysis* template and *Open Claim Reserve Summary* template.

### 26.5.7 Total Cost of Risk calculators

Origami provides sophisticated tools for reporting on a client's Total Cost of Risk (TCOR). By associating locations with values and exposures, claims, and policies, Origami allows users to apply allocations to



develop budgets (including estimated vs. actual) and allocations can be overridden per user specifications to assist in TCOR reporting. Location-level TCOR reporting can be aggregated at any level including the top of the organization for overall TCOR, on demand.

Origami allows clients to track and allocate any costs related to their risk and insurance program. Origami combines all data elements required to provide an accurate picture of your risk management program including claims experience, risk transfer premiums, loss prevention and safety spend, and any other type of cost you consider to be part of your total cost of risk calculation.

For a demonstration of the TCOR analytics in Origami, please view the video at the following link: <https://live-tv.origamirisk.com/OrigamiTV/Video/CostAllocation>

### 26.5.8 Cost of Risk Premium allocation

Origami provides the ability to allocate premiums, and any other costs involved in cost of risk calculations.

### 26.5.9 Vendor may propose additional loss control processes/services

#### Safety Audits & Inspection

Origami provides tools for pre-loss initiatives including safety inspections, questionnaires, and compliance audits. Administrative users have the ability to create customized templates and questionnaires as well as define scoring. Once created, a link can be provided to both system users and non-system users to complete a series of questions from either a mobile device, tablet, or computer. The safety audit module supports both file attachments (including images) and corrective actions based on findings.

**Audit Responses > Akron >** Edit Audit Response More

**23 Location: Akron Response** Open Tasks New All Tasks

**Audit Definition Details**

- Audit Definition: Location Safety Audit
- Location: 86 - Akron
- Assigned To User: Alex af Ursin
- Assigned Date: 09/10/2017 8:00 PM

**Response Scoring Summary**

Total Score	90.73% (685.00 out of 755.00) - 4 Missed Questions
Fire Score	100% (70.00 out of 70.00) - 0 Missed Questions
OSHA/Compliance Score	75.86% (110.00 out of 145.00) - 3 Missed Questions
Policy Score	60.0% (30.00 out of 50.00) - 1 Missed Question
Auto Score	100% (100.00 out of 100.00) - 0 Missed Questions
Facility/Equipment Score	100% (90.00 out of 90.00) - 0 Missed Questions
Slip/Fall Score	100% (150.00 out of 150.00) - 0 Missed Questions
Strain Score	100% (40.00 out of 40.00) - 0 Missed Questions
Training Score	86.36% (95.00 out of 110.00) - 0 Missed Questions

**Location Safety Audit Detailed Responses** All Response Details

Question	Audit Category	Response	Records	Response Possible Score	Score
Are fire extinguishers clearly visible and unobstructed, the proper type, and located near fire hazards?	Fire	Meets Expectations		10.00	10.00
Is a minimum of 18" clearance maintained around fire sprinkler heads in storage rooms, chemical rooms and office areas?	Fire	Meets Expectations		10.00	10.00

A partial view of a scored safety audit in Origami.

### 26.6 The RMIS system must have Dashboard capability with real-time analytics platform and drill down ability.

Origami's dashboards offer customized layouts including more than 100 prebuilt, customizable dashboard widgets and provide real-time analytics. Alternatively, users can create your own widgets to meet their organization's unique needs. Widgets are generally comprised of graphs or reports and offer a simple visual representation of the data displayed with ease of point-and-click configurability.

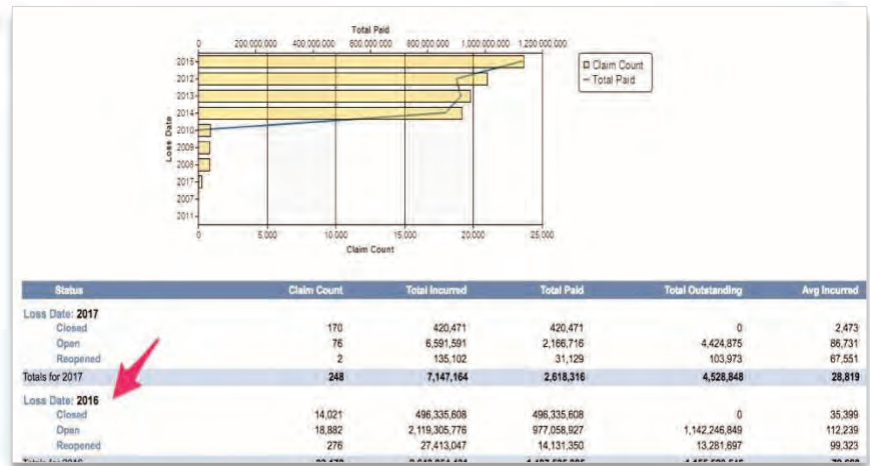


Origami's highly-configurable dashboards allow users to quickly analyze the data most important to them.

Dashboard layouts can be added or deleted using point-and-click menu options with a variety of column and panel views. Drag-and-drop functionality is also available for customizing your layout. Dashboards can be unique to one individual or shared across a team or organization. When shared across a team or organization, user access rights are invoked to display only that data to which they have access. Dashboards can also be easily downloaded, emailed, or printed through simple point-and-click options within the dashboard view.

### Drill-down Capabilities

Both reports and dashboards in Origami have drill down capabilities—from the summary level to individual details to the record itself. For example, a claims summary report configured with grouping by loss date quarterly displays a complete report with quarterly and overall counts and totals, as expected. The quarters are listed as hyperlinks.



Summary reports have hyperlinks which allow users to drill-down to detail reports.

Clicking any of the hyperlinks above launches a new Origami reporting window, which displays a list of the Claim records with Loss Dates within the particular quarter.



ACME, INC.		ALL CLAIMS IN ACME DB								
Claim Number	Claimant	Location	Coverage	Loss Date	Status	Cause	Incurred Total	Paid Total	Total Outstanding	
Loss Date: 2017										
Status: Closed										
SRS7170942417	Carpenter, Candace	23	WC	1/1/2017	1/21/2017	Cut	702.00	702.00	0.00	
A911200013000101	Walters, Monte	86	GL	1/1/2017	1/14/2017	Vehicle	2,500.00	2,500.00	0.00	
A911200014000101	Mays, Alex	42	GL	1/1/2017	1/1/2017	Vehicle	4,506.85	4,506.85	0.00	
A911200016000101	Stark, Jordan	70	GL	1/1/2017	1/1/2017	Vehicle	0.00	0.00	0.00	
A911200020000101	Petty, Brandi	86	PROP	1/1/2017	1/20/2017	Vehicle	312.44	312.44	0.00	
A911200028000101	Barnard, Tyrone	38	WC	1/1/2017	1/9/2017	56	480.64	480.64	0.00	
A911200029000101	Bailey, Owen	73	WC	1/1/2017	1/9/2017	56	0.00	0.00	0.00	
A911200033000101	O'Brien, Meghan	52	GL	1/1/2017	1/1/2017	Vehicle	11,503.84	11,503.84	0.00	
A911200041000101	Hawkins, Warren	86	WC	1/1/2017	1/16/2017	30	402.15	402.15	0.00	
A911200049000101	Summers, Marshall	31	GL	1/1/2017	1/2/2017	Vehicle	0.00	0.00	0.00	
A911200049000201	Finley, Ricky	31	GL	1/1/2017	1/2/2017	Vehicle	0.00	0.00	0.00	
A911200049000301	Mata, Roland	31	GL	1/1/2017	1/2/2017	Vehicle	0.00	0.00	0.00	
SRS17123345935	Middleton, Jarrod	96	AL	1/1/2017	1/15/2017	Fall	15,568.00	15,568.00	0.00	
SRS23756524238	Lucero, Kathryn	100	AL	1/1/2017	1/18/2017	Fall	65,534.00	65,534.00	0.00	
SRS32827445475	Glover, Scottie	14	WC	1/2/2017	1/17/2017	Vehicle	353.00	353.00	0.00	
A911200088000101	Perry, Esmeralda	32	GL	1/4/2017	1/4/2017	Vehicle	3.84	3.84	0.00	
A911200098000101	Dennis, Enrique	31	GL	1/4/2017	1/4/2017	Vehicle	500.00	500.00	0.00	
A911200102000101	Short, Adam	86	GL	1/4/2017	1/4/2017	Vehicle	0.00	0.00	0.00	
A911200103000101	Stephens, Sylvia	86	GL	1/4/2017	1/4/2017	Vehicle	0.00	0.00	0.00	
A911200104000101	Madden, Jarrod	115	GL	1/4/2017	1/4/2017	Vehicle	9,500.00	9,500.00	0.00	
A911200105000101	Owens, Hugh	35	GL	1/4/2017	1/6/2017	Vehicle	0.00	0.00	0.00	
A911200174000101	Ferguson, Steven	52	GL	1/4/2017	1/7/2017	Vehicle	100.00	100.00	0.00	
A911200289000101	Shaw, Eugene	52	GL	1/4/2017	1/10/2017	Vehicle	1,412.00	1,412.00	0.00	
A911200398000101	Farrall, Mary	70	GL	1/4/2017	1/13/2017	Vehicle	5,750.00	5,750.00	0.00	
A911200112000101	Mullins, Jimmy	78	PROP	1/5/2017	1/9/2017	55	190.00	190.00	0.00	
A911200117000101	Chavez, Derrick	70	GL	1/5/2017	1/5/2017	Vehicle	157.45	157.45	0.00	
A911200119000101	Garrett, Myron	86	WC	1/5/2017	1/23/2017	Fall	394.27	394.27	0.00	
A911200120000101	Barton, Rebekah	70	WC	1/5/2017	1/5/2017	56	2,372.01	2,372.01	0.00	
A911200123000101	Gallagher, Guadalupe	38	GL	1/5/2017	1/5/2017	Vehicle	100.00	100.00	0.00	
A911200125000101	Lucero	70	GL	1/5/2017	1/5/2017	Vehicle	2,900.00	2,900.00	0.00	

Detail reports include hyperlinks to allow users to drill-down to the record level.

## 26.7 Desired RMIS efficiency tools to include the following:

### 26.7.1 Update via in-bound email

While Origami does not currently support automatic data update via email, we provide numerous tools to seamlessly import and update data including Web Services API, Data Update tool, and Data Import/Export tools, including batch processes (see response to 26.3.6)

### 26.7.2 Ability to email attachments directly to database records

Origami supports direct document upload through email using a specified address and tag corresponding to the appropriate system entity. A video demonstration of this functionality is available at the following link: <https://live-tv.origamirisk.com/OrigamiTV/Video/EmailAttachments>

### 26.7.3 Diary & Calendar management

Origami provides diary (task) and calendar functionality and provides tools for their management. Diaries (tasks) can be manually entered or automatically created based on triggers defined in the system (i.e. claim is now in litigation) or defined thresholds (i.e. claim has not been updated in 30 days). Tasks can be tracked using standard dashboard and reporting tools, as well as automated reminders and notifications.

When tasks are entered manually, Origami returns information about any other conflicting tasks for a system user on the assigned due date.



**New Task** Save Changes or Cancel

Claim Number	Claimant	Coverage	Loss Date	Status
AV17-00000154	Snow, Max	Aviation	04/24/2018	Open

Description \*

Body   
 30-day doctor's visit on 8/21/2018.

**Owner Information**

Owner: Jason Franks

Backup Owner: Andrew Duttine

**Due Date: 08/26/2018** Jason Franks has 0 other tasks on this date

Complete Date: 08/26/2018

**Additional Information**

Project:

Category:

Priority:

Shared \*: Shared

[Click here to assign to additional users](#)

Origami also provides full-calendaring functionality. Origami allows users to view their assigned tasks within a calendar view, as well as the ability to export tasks to excel or PDF and subscribe to a calendar feed or any program that supports feeds such as Outlook, Mac Calendar, or Google Calendar (depicted below).

**Calendar - My Open Tasks** New Task More

Today August, 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	01	02	03
04	05	06	07	08	09	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
01	02	03	04	05	06	07

**Calendar**

[Subscribe to Calendar Feed](#)

**Views:** Grid View

**Export:** Export to Excel, Export to PDF

**Task Views** All Views

My Open Tasks

My Tasks Today

**Filter By** Advanced Search

Owner: Me

Status: Open Only

Category: All

Due Date:  to

Attached To: All Types

**Recently Viewed**

ODG Guideline Date in 7 Days

10 Month Reserve Review

7 day follow up testing

Laura Froehlich



Emails can be sent from Origami and documents and correspondence can be entered into the system via email. However, all email integrations are agnostic to your email platform. Origami does integrate with Outlook and other systems.

### 26.7.5 Email alerts

Origami provides powerful workflow tools to automate routine actions such as email notifications, alerts, and more. Users define a simple business rule and the desired action, when triggered. Further information on that can be found at the following link:

- o **Data entry events.** <https://live-tv.origamirisk.com/OrigamiTV/Video/EventsNotesFilesTasks>

### 26.7.6 Outbound messages

Origami provides users the ability to send outbound messages by email, with rich-text and spellcheck, directly from the related system entity. For example, an adjuster user who needs to follow-up with a claimant regarding a recent doctor's visit may do so from the claim screen in Origami. Further, email templates can be configured to standardize routine correspondence. Origami is also able to automatically send emails, notifications, alerts, and mail merge documents by SMS and Fax but additional fees apply.

### 26.7.7 Outbound reports

Reports in Origami can be scheduled to run at designated dates and times. The reports can then be automatically delivered to designated individuals or complete distribution lists in various formats (Excel, Word, PDF). Origami can embed security rules into the recipient's profiles so even non-Origami recipients will receive only the data they are permitted to access.

Reports in Origami support full-scheduling capabilities and email distribution.

### 26.7.8 Vendor may propose additional standard efficiency tools



Origami was designed to be highly configurable through the user interface without the need for custom code to optimize efficiency of Fort Bend's workflows. Users are able to configure fields, screen codes, entirely new record types, workflows, batch extracts, data imports and more using standard point-and-click tools via the administration module within Origami.

Specific to configuration, there are a number of tools that are used by Origami staff during the initial implementation that are also available to clients to use on an ongoing basis. Specifically:

- x Form Design – the configuration of screens (forms) for claims, policies, and virtually all other entities with Origami, allows the client to configure screens as needed in order to best drive optimal workflows, for different user groups. In addition, the ability to add custom fields, manage drop-down coded lists, code dependencies, and more puts the client in the driver's seat for defining their on screen workflow. More information can be found by watching the following short videos:
  - o **Code lists.** <https://live-tv.origamirisk.com/OrigamiTV/Video/ManagingCodes>
  - o **Field labels.** <https://live-tv.origamirisk.com/OrigamiTV/Video/ManagingLabels>
  - o **Code dependencies.** <https://live-tv.origamirisk.com/OrigamiTV/Video/CodeDependencies>

## 26.8 (Optional) Certificate of Insurance Management

Our certificate tracking functionality helps you manage the time-consuming process of tracking insurance certificates across every location, vendor, and contractor associated with your organization. In terms of functionality, Origami provides a robust Certificate tracking system for managing your inbound certificates. Automated expiration notifications and renewals, along with comprehensive data tracking are included features.

With the ability to create risk profiles for any vendor, define standard or custom requirements, and create and send emails right from your system, Origami transforms a once tedious process into one that's fast, accurate and efficient.

Key features of Origami's certificate tracking functionality include:

### x Compliance

- o Easily identify and attend to vendor deficiencies with quick-reference reports, automated email notifications, and dashboards
- o Waive coverage requirements or provide exceptions as needed
- o Stored scanned current copies of certificates on vendor or location records, as well as historical certificates
- o Create automated reports to track upcoming expirations, key requirements, and data deficiencies

### x Communication

- o Easily send custom email templates and group emails to vendors about deficiencies, expirations, or other issues
- o Ability to track outreach by vendor or location
- o Dashboard widgets available to track upcoming certificate expiration

Origami offers an Optical Character Recognition (OCR) solution to input information directly into the system from a tagged form. The most common use of OCR is for the importing of ACORD insurance certificates, but other applications can be configured within the system.



## **26.9 Enterprise grade solution – providing virtualization, high availability, failover, database clustering and off-line support**

Through Origami’s modern technical architecture and partnership with Amazon Web Services, our solution provides virtualization, high availability, failover, and database clustering. All of our deployed servers are virtual and are monitored and controlled using SaltStack. This allows Origami to add real-time processing power and storage on demand to easily handle peak performance periods. Additionally, through the clustering of application servers and databases, we are able to support on demand horizontal and vertical scale. Our provided Service Level Agreement guarantees an uptime of 99.5%. Origami has consistently exceeded our guaranteed level of uptime for clients.

Specific to failover, Origami is deployed with redundant architecture that uses farms of load balancers, web servers, report servers, and application servers. A single failure in any of those servers generally doesn’t result in any downtime for Origami users. Origami’s database server is deployed with real-time database mirroring. If the primary server fails, the secondary server can take over the database operations. These server farms and mirrors take advantage of Amazon’s Availability Zones, providing for isolated environments that result in higher overall availability.

However, Origami does require active internet connection for full system functionality. For users requiring offline access, we offer a mobile application on both Android and Apple devices, *Origami Forms*. The Origami Forms application can be used offline for data entry functions such as entering an incident, completing an audit, etc. The application will later upload entered data when network connectivity or internet access is available.

**26.10 Project Management: Each response to this RFP should include a communication plan for ensuring a successful implementation. Fort Bend County requires regular meetings and communication with the contractor as to the progress and direction of the project. Communication plan should include meetings with the project team, biweekly or as necessary to implement the solution on the project schedule. The contractor will be required to provide a detailed project schedule that includes tasks to be completed by the County and the contractor with appropriate time required to complete the tasks. The contractor’s payment schedule will be based on the successful completion of these milestones.**

See 4. *Approach & Management* (pg. 46) for project management methodology, project overview, and implementation plan details.

**26.11 Warranty and Maintenance Plans: One (1) year warranty service is required following the final system acceptance. After the one (1) year warranty service expires, the maintenance agreement should begin. The contractor shall include maintenance pricing years two (2), three (3), four (4) and five (5). The County requires the contractor to provide upgrades to ensure the most recent technology is being utilized. The cost of the upgrades should be included in the maintenance agreement.**

Origami provides its services as part of a Software as a Service (SaaS) solution. As such, we provide a warranty to the functionality of the service throughout the term of the agreement.

**26.12 Training: Contractor shall provide training to the County staff. The training should be provided at a County designated facility. A detailed training plan is to be provided with the response. Contractor is required to provide electronic version of all user manuals for the software solution. Contractor to adhere to County Travel Policy (attached).**

See 4. *Approach & Management* (pg. 46) for training plan.

**26.13 System Testing and Acceptance: A final system acceptance test will be required after all system components are installed and operational. The County will formally accept the system after the**



**successful completion of the system acceptance test. The County will determine whether the system meets the standards as outlined in the contractual documents.**

An overview of Origami's iterative system testing and acceptance process has been outlined in *4. Approach & Management (pg. 46)*.

#### **26.14 Comply with the County's current IT architecture and standards.**

##### **26.14.1 Compatible with Microsoft cloud based services and Windows 10**

As a modern web-based technology platform, Origami is accessible via any current web browser (Internet Explorer, Safari, Chrome, Firefox, etc.) with active internet connection and does not require any additional hardware. There are no complex operating system or hardware requirements for access.

##### **26.14.2 On premise system compatible with SQL Server 2016 or greater**

While Origami is a hosted cloud-based solution, each client account is housed in a separate database and we use SQL Server as our database-management system. The current version in use is SQL Server 2016. As standard practice, clients are extracted from back-end access.

##### **26.14.3 On premise compatible with virtual SQL Server**

While Origami utilizes SQL Server as our database-management system, we are proposing a cloudbased Software as a Service whose infrastructure is managed by Origami. Clients are extracted from back-end access.

##### **26.14.4 On premise compatible with virtual application server vmware**

Not applicable.

##### **26.14.5 Hosted solution failover. 99.9% uptime backed by Service Level Agreement.**

Per the terms of our provided Service Level Agreement (see Attachment IV), we guarantee an uptime of 99.5%. Origami has consistently exceeded this uptime guarantee.

##### **26.14.6 Advanced notification for outages and system downtime.**

Origami is committed to keeping clients informed of developments in our software as well as situations that might affect the availability of the system. Origami will inform clients of new software releases at least one week before they happen, providing an overview of the feature(s) being introduced. Origami will also provide communications via email to our client contacts when system outages occur or planned maintenance is to happen.

In normal circumstances, Origami will schedule downtime between 8:00 PM CT and 7:00 AM CT. Origami posts availability statistics quarterly.

#### **26.15 Integration**

##### **26.15.1 Integrate with the County's ERP cloud based solution Infor 10 (Lawson)**

Origami can be configured to integrate with Lawson (ERP) and currently interfaces with Lawson on behalf of other clients. With more information about the specific data to be pulled in to Origami and the desired frequency, we can help determine the most appropriate method of integration for Fort Bend.



**2. Cost**

- x Provide detailed pricing including pricing for options. Detailed pricing to include, but not limited to, software, work plan/implementation plan, training plan (vendor must comply with the County travel policy which is attached).
- x Provide separate cost for hardware, Fort Bend County will determine if County will provide required hardware or Respondent.
- x Include first year annual license fees, and provide pricing for years 2 through 5. Provide pricing for maintenance if different from annual license fees including any fee for implementing upgrades.

Based on our current understanding of your business needs, we have drafted the below pricing indication. Origami Risk is a highly configurable solution, which allows us to price based on your exact use of the system. I recommend reviewing your specific needs further to ensure we are proposing the best solution for your needs.

	<u>Year 1</u>	<u>Year 2 - 3</u>	<u>Year 4 - 5</u>	<u>Comments</u>
<b>Licensing</b>	\$13,400	\$13,400	\$14,606	x Base Subscription Fee x 4 Full users x 1 Light User
<b>Hosting</b>	\$5,000	\$5,000	\$5,450	Hosting / Data Storage Fees. Includes 50GB of file storage
<b>Data Conversions / Interfaces</b>	\$12,000	\$9,500	\$10,355	x Weekly York Claims Update (Claims/Trans/Notes) x Notification of new claims to York x Employee & Fleet Imports
<b>Implementation Fee*</b>	\$28,860	-	-	x See deliverables below* x 8 Hours User Training + documentation
<b>Ongoing Support</b>	\$6,475	\$6,475	\$7,058	x 35 Ongoing Support Hours per year
<b>Total</b>	<b>\$65,735</b>	<b>\$34,375</b>	<b>\$37,469</b>	

**Implementation Deliverables**

- x System Needs Analysis and Design x Screen/Field/Code Configuration – Incidents, Claims and Locations x Location Hierarchy Design/Import x Property and Exposure Tracking (Excel Spreadsheet) x Vehicle Schedule Import (Excel Spreadsheet) x Workflow Configuration (*Data Validations, Email Notifications, etc*) x Advanced Dashboards and Analytics x Initial Report Development / Configuration of Standard Reports x Agile Project Management Activities



**Cost**

## Optional Incremental Pricing

### Additional User Licenses

- ④ **Claims adjusting licenses.** Access to all system modules, including payment processing, setting reserves, & CMS 111 Reporting - \$3,000
- ④ **Full user licenses.** Access to all system modules, except for the above listed features \$2,000
- ④ **Light user licenses.** Incident/Claim Entry and view only claims/reports - \$400

### Additional File Attachment Storage

- ④ **Document file storage.** \$2,000 per 50 GB
- ④ **Images/videos file storage.** \$1,000 per 100 GB

### Annual Carrier/TPA Automated Claims Data Processing Fees

Origami Risk has built strong relationships with most major Insurance Carriers & Third Party Administrators, including standard file layouts for efficient and accurate implementations. Origami also has tools to quickly import other data files as well.

	<u>Monthly/Qtrly</u>	<u>Weekly</u>	<u>Daily</u>
<b>Claim Only (with 1 time trans conversion)</b>	\$3,500	\$5,000	\$7,000
<b>Claim and Transaction</b>	\$4,000	\$6,000	\$10,000
<b>Claims, Transaction, and Notes</b>	\$5,000	\$7,000	\$12,000

### ODG Integration – WC Predictive Modeling

Origami has a comprehensive integration with ODG to pull a Claim Risk Score, Target Lost Time Durations and Estimated Financials which can be used for reserve setting and benchmarking.

	<u>Annual Fee</u>
<b>Base Fee</b>	\$5,000
<b>Per User Fee</b>	\$400/user

### Total Cost of Risk / Cost Allocation Tools

Origami provides powerful tools for leveraging your claims experience, risk transfer premiums, loss control activities and other factors to create a cost of risk analysis and/or allocate costs back to departments.

	<u>One-Time Fee</u>
<b>Estimated Configuration (25 – 40 Hours)</b>	\$4,625 - \$7,400

**Cost**

## 3. Firm Experience

**Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing similar RMIS solutions to governmental entities with emphasis on County governments. List the three (3) most recent projects within the last five (5) years. Provide the name and location of each client, contact name with phone number and email address, go-live date and length of time software in use.**

Origami would be happy to provide a list of similar organizations for you to speak with upon further discussion of your needs and business objectives. Origami seeks to protect our customers from unnecessary intrusions to their business day from prospects eager to review their operating specifics. We hope you recognize this protection as



being consistent by the level of professionalism dictated by your policies and procedures. We would be happy to share the appropriate contact and reference specifics when we are notified of our inclusion in your final consideration process.

**x Include any material (including letters of support) indicating current capabilities and performance.**

To aid in your evaluation, origami has more than 40 publicly posted client testimonials and case studies on our website, representing enthusiastic endorsements from almost 10% of our total customer base. These client testimonials and case studies demonstrate a consistent theme – Origami’s customer focus and satisfaction is unique in the industry. To access these, please go to the following link: <https://www.origamirisk.com/why-choose-us/case-studies-testimonials/>

In particular, we recommend reviewing the following case studies from government entities:

**Pima County:** [http://www.origamirisk.com/wordpress/case-studies/Pima\\_County\\_case\\_study.pdf](http://www.origamirisk.com/wordpress/case-studies/Pima_County_case_study.pdf) **State of Delaware:** [http://www.origamirisk.com/wordpress/case-studies/State\\_of\\_Delaware\\_Case\\_Study.pdf](http://www.origamirisk.com/wordpress/case-studies/State_of_Delaware_Case_Study.pdf) We

have included these case studies for your review on subsequent pages.

**x Provide resumes on staff being assigned to this project.**

Although Fort Bend’s project team would not be finalized until the official acceptance and signature of a contract, we have included background information for potential team members that would support Fort Bend’s implementation and ongoing use of Origami. These individuals are intended to be illustrative of the industry experience and caliber of the Origami professionals that will be assigned to your account.

Origami’s service professionals not only have the expertise and experience to handle your highly complex needs but also have the autonomy and decision-making authority to always do what is best for you, as 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 you.

More information about all our personnel is available at the following link: <https://www.origamirisk.com/about-origami/our-people/>

Fort Bend County, Texas

Firm Experience



Mike Millard is an accomplished insurance and risk management software professional with 25 years of experience in property and casualty insurance, underwriting, RMIS support, implementations, and project management. As Senior Client Executive with Origami Risk, Mike is responsible for overseeing the implementation of new clients and for providing ongoing client support services. Since joining Origami, Mike has worked on 6 government implementations.

Prior to joining Origami Risk, Mike spent 9 years with CS STARS in client service, implementation and technical service roles. His previous experience also includes working as a Commercial Underwriter with Commercial Union and Cigna P&C.

## Mike Millard, Senior Client Executive



Jaime Henry has over 15 years of software support, client service, project management, and implementation experience. Jaime's work history includes Data Management on clinical trials at Rush University Medical Center, as well as a variety of roles at CS STARS, including Team Lead and Healthcare Delivery Lead. Since joining Origami, she has worked on numerous implementations, including managing 3 government client implementations and providing their ongoing support.

She received a bachelor's degree in Management Information Systems at Saint Mary's College of Notre Dame, Indiana.

## Jaime Henry, Senior Client Executive



Jonathan Fry is a skilled Senior Client Executive with a wealth of experience building sophisticated data conversions. With Origami Risk, Jon is responsible for overseeing data operations and conversions. A 19-year industry veteran, Jon previously served as a solutions architect for CS STARS, where he worked with a wide range of insurance carriers and clients to design custom processes to import, export, and convert data and facilitate client transitions from older legacy systems.

Jon holds a Bachelor of Arts in History from Skidmore College and a Master of Arts in History from the University of Chicago. He also has an Associate degree in Risk Management from the Institutes.

## Jonathon Fry, Senior Client Executive



# State of Delaware Claims Team Greatly Increases Efficiency Using Origami Risk

In 2014 the risk management team at the State of Delaware decided the time had finally come to move on from their legacy RMIS platform. Overly “*Origami Risk*” complex and inflexible, the platform required numerous repetitive steps to *handles our* enter incidents, claims, and other data and had become an impediment to *standard claims 85-* effectively performing their jobs. After conducting a competitive RFP *90% more efficiently* Delaware selected Origami Risk and began the process of conversion. *than our old* While they identified Origami’s intuitive interface and workflow flexibility of *system.” Marcia* the system as genuine differentiators, the real surprise came during *Lundy, State of* implementation when they realized how much more efficiently Origami *Delaware Insurance* would allow them to conduct their daily activities.

Coverage

Supervisor

Specifically:

1. **Streamlining data entry.** When capturing a complex event, such as an accident where multiple people and multiple vehicles are involved, the State Insurance Coverage Office needs to record an individual incident for each person or vehicle involved. Despite the fact there was common information between the incidents (date, time, event description), the legacy platform required that the team to key in the same information for each incident. With Origami Risk, they can fill in the accident information one time only, and carry that information over, eliminating redundant data entry.
2. **Platform Integration.** When making a payment in the old platform, the Insurance Coverage Office accountant had to enter the same payment information twice: once into the state accounting system and the claims system. Origami Risk created a process where the claims adjuster would enter the payment into the system without the payment posting against the Reserves. The Adjuster then prints out the transaction screen and gives it to the Accountant with the medical bill or invoice. The Accountant then verifies the information entered and approves the transaction. This eliminates the double entry process.



# ORIGAMI RISK

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444 N. Orleans Street  
Chicago IL 60654

Tel. 312.546.6515  
info@origamirisk.com

[origamirisk.com](http://origamirisk.com)

- 3. Communication.** Sending information to third parties such as vehicle appraisers was extremely cumbersome with the old system. The claims adjusters had to print out documents and either fax them or scan them into an email and send them. The Origami Risk service team was able to set up workflows to automatically trigger workflows (emails or letters) based on the type of claim and the information entered into the system.

**Unique Workflows:** Origami Risk was also able to save the Insurance Office a significant amount of time managing claims that are unique to the state- for example, repairing damage to mailboxes during snow plowing. The claims team is responsible for collecting the information on the damaged mailboxes, sending a vendor to repair or replace the mailbox, following up to ensure that the repairs were completed properly and making payments. All of this work was done manually. While the claims were for a low dollar amount, they were very time-consuming to manage.

The Origami Risk service team saw the challenges that the claims team was facing and created a unique workflow in Origami to reduce the amount of time to manage mailbox claims. The service team set-up a workflow so that the claims team was able to enter a mailbox specific incident. The data fields captured information such as the type of mailbox/post and if a contractor is required. The claims team is able to select a contractor assigned to the geographic location of the residence and is able to send a fire event to the contractor with the claim information. The Origami Risk service team is working on a report that would provide the State with a mapping of the mailbox losses and identify problem Department of Transportation employees who plow the areas with a higher percentage of claims.

Marcia Lundy, State of Delaware Insurance Coverage Supervisor says, "Origami Risk handles standard claims 85-90% more efficiently than our old system and is easily able to handle our unique claims workflows."

The claims team was "amazed" by how flexible the system was and how they were able to customize the platform to meet their specific claims management workflows, improving data quality and reducing the time necessary to effectively manage claims.



## 4. Approach & Management

**Respondents to provide their implementation and methodology plan. Describe if implementation will be conducted in-house or using a third party vendor. If using a third party vendor, detail which implementation partner.**

Origami's unique implementation methodology emphasizes speed and flexibility and is performed entirely by our personnel. It is founded on an Agile project management methodology and iterative processes to configure your unique system needs. These contemporary tenants are the foundation of our ability to deliver better products and more accurate implementations in a fraction of the time of our competitors.

For clients who require more formal project management and documentation during implementation, Origami also offers an implementation option that closely follows the best practices designed by the Project Management Institute that focus on planning, execution, monitoring, controlling, and closing. We will also assign a certified Project Management Professional to oversee the project but additional fees apply. For a great majority of our clients, they find our standard agile project methodology meets their needs.

We approach each project as a partnership between Origami and our client. Because of this, we do not use a standard project template, rather we approach each project differently based on client needs and contract terms. Our project schedules are customized based on 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. Below is a sample high-level project overview and schedule.

<b>Kick-Off Meeting</b> x Establish working roles; x Identify critical path items that require immediate action to get the ball rolling properly; x Designate follow-up tasks for first two weeks of project for all parties.	<b>Kick-off meeting conducted within 1 week of contract commencement</b>
<b>Requirements Gathering</b> x On-site with phone/web follow-up x Meetings with key stakeholders from each user profile to breakdown data requirements for fields, codes, reports, etc.	<b>Expected within 1-2 weeks after kick-off meeting above</b>
<b>Analysis and Design Phase decisions reviewed and confirmed:</b> x Results of Working Meeting and subsequent discussions are reviewed and finalized by Client Lead and Origami for system configuration and data mapping including users, locations, policies, codes, portals, and claim screens for each coverage.	<b>Expected within 2-3 weeks after the meeting above</b>
<b>First Pass of General Configuration</b> x Including claim screens, codes, locations, policies, portals, etc.	<b>Expected to be complete within 4-8 weeks after analysis and design decisions above</b>
<b>Data to be Converted Received by Origami</b>	<b>Expected to be complete within 4-8 weeks of contract commencement</b>
<b>Report configuration Decisions</b> x Client lead and Origami establish initial list of reports to preconfigure for immediate use by users.	<b>Expected to be complete within 6-12 weeks of receipt of complete and accurate data</b>
<b>Pre-Configured Reports</b> x Initial list configured for testing and use.	<b>Expected to be complete within 4-8 weeks of report configuration decisions above</b>
<b>User Rollout and Training</b>	<b>Expected to commence within 4 to 6 months of contract commencement</b>

### Exhibit 2



During implementation, we will configure Origami for use including system settings, loading data, training users, and other work specified in the contract. 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. Your provision of timely and accurate specifications, direction, and feedback is essential to the success of the implementation process. Fort Bend will be in direct communication with their service professionals and can contact them by email, cell phone, office phone, and instant message.

Our project plans will identify responsibilities for Origami as well as those inputs needed from Fort Bend. The assigned Client Manager will oversee our support team, which includes specialists in data conversion and integration, system configuration, and user training. We will utilize proper change control documents to keep track of iterative decisions made by the team throughout the process.

Upon project kick-off, Origami will work with Fort Bend's project team to develop the completed project schedule/plan. This will include a detailed breakdown of tasks required by both Origami and Fort Bend. Based on our experience with projects of similar scope of complexity, we anticipate a 4-6 month implementation. Since much of the system is configurable (without the need for custom development), it allows our team to begin the build phase before all design decisions have been completed. Also, we will work with you to set project priorities and the critical path. This allows you to start using aspects of the system before the project is even complete.

### ***System Testing and Acceptance***

Origami recommends an iterative testing approach. This allows for more frequent feedback and incorporation as new features and elements are configured to Fort Bend's specifications. This also provides Fort Bend the opportunity to request tweaks and modifications to configuration as new elements are deployed for testing and use. As users begin to get a better feel for the product, there will be additional opportunities for enhancements to the deployment of the system.

Your Origami professional services team will work with you on the most effective way to test the system and what areas require the most testing. Of course, we will fully test any configuration before releasing it to you for further testing and acceptance.

### ***Training***

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 are able to pick it up and start running with a minimum or even no introduction at all. We are confident that if you have this discussion with the references provided you will find this to be a shared experience across all of our clients. However, training is certainly critical to your success and Origami employs multiple levels of engagement in this area to ensure you are fully functional in our application.

That being said, we are fully aware that with a complex organization like Fort Bend, a more formal training plan will need to be developed to ensure that users at all levels have the proper training on how to execute the tasks they need to within the application.

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, it also provides a substantially more skilled client prior to go live in our application.

Our clients are also able to access Origami Risk TV, which provides how-to video demonstrations for most key features of the system. As a recently designed, pure web application, Origami is much more intuitive than most



claims administration systems. With the combination of active learning through the implementation process and online video help for most modules and functions, Origami has been able to consistently achieve a significant level of aptitude prior to go-live training with the majority of our clients. This allows us to cover more solutionspecific topics during formal training. Instead of explaining how to do something, we can explain how the system will work specifically for you.

We have included a body of hours in our proposal to support formal training. This training is tailored to your 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 will work with your project team 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 your input and finalized.

We are willing to provide training on-site at a county facility and travel arrangements will be coordinated in contemplation of Fort Bend's provided travel policy. Final team size, composition, and geographic locations will be determined upon contract execution.

Origami provides on-site and webinar style trainings regularly. We recommend starting with an initial on-site "System Basics" training session, followed 30 to 60 days later by an advanced training once the team has had a chance to use the product and accumulate a few questions and comments. Training will be tailored to your users and cover all applicable features. Training documentation and follow-up material will serve as a user reference after training has been completed. In addition to initial training, we will offer quarterly training sessions to cover new features that have been recently released.

## **Communication**

We pride ourselves on customer satisfaction and consistency. The service team who supports you during your implementation is the same team who will support you going forward. This ensures you have a dedicated team that knows you, your business, how you use the system today and your plans for tomorrow.

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 – your Service Professional. You will be in direct contact with your professionals by email, cell phone, office phone, instant message. Queries can also be submitted to [support@origamirisk.com](mailto:support@origamirisk.com)

Origami's normal hours of operation for support are Monday - Friday, 7 AM to 8 PM CST. Costs for standard "help desk" questions are included as part of our standard licensing fees.

Standard time frames for response to service related issues follows:

- x Urgent Requests – An urgent request for service concerns a new development that significantly affects a major business task with no workaround. An urgent request will typically be responded to immediately but in no case in more than 2 hours when received between 7 AM and 8 PM CST.
- x Normal Requests – A normal request for service is any service request that is not urgent. A normal service request will often be responded to immediately but in no case in more than one business day.



## Exhibit 2

### IV. Software Subscription Agreement & Service Level Agreement

Copies of our Software Subscription Agreement and Service Level Agreement are provided on the subsequent pages.

#### NON-DISCLOSURE REQUEST:

In accordance with the exception outlined in Section 552.104 of the Open Records Act, we claim a public disclosure exception for pages 53 through 6 of this proposal. These pages contain our proprietary software subscription agreement and service level agreement. If released publicly, it gives advantage to other vendors.



ORIGAMI RISK

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## SOFTWARE SUBSCRIPTION AGREEMENT

This SOFTWARE SUBSCRIPTION AGREEMENT (this “**Agreement**”) is entered into as of \_\_\_\_\_, 2018 (the “**Effective Date**”) by and between ORIGAMI RISK LLC, a Delaware limited liability company (“**Origami**”), and \_\_\_\_\_, a \_\_\_\_\_ (“**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.

“**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.

“**Confidential Information**” means all confidential and proprietary information of a party, including, without limitation, 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.

“**Customizations**” 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 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.

“**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 the Statement of Work and accessible by Client via <https://live.OrigamiRisk.com> or another designated web site or IP address, rendered to Client by Origami.

“**Statement of Work**” means any statement of work 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 Exhibit A, and the pricing detail with respect to such Statement of Work is attached hereto as Exhibit B.

“**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 Customizations and any software, programming, tools, documentation, and materials that are used, created, developed, or delivered by Origami to Client in connection with Customizations, 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 shall grant Client a non-exclusive right to permit its Users to access the Service via the Internet. Client, its Affiliates and 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 the applicable Statement of Work and Documentation.

(b) **Storage.** Client may store Client Data through the Service up to the amount set forth on the Statement of Work. If the amount of storage used exceeds this limit, Client will be charged, on a monthly basis, the excess storage fees pursuant to the Statement of Work.

(c) **Service Level Agreement.**  
Origami’s Service Level Agreement with respect to the Service is set forth as Exhibit C. 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.

(d) **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,

username and password as further described in the applicable Statement of Work or Documentation. The Service allows Client to grant different levels of access to Client Data, to different Users, as described in more detail in the Statement of Work. 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

## Exhibit 2

### ORIGAMI RISK

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.

(e) **Users.** Client may license the Service to the number of authorized Users as set forth on the Statement of Work. Each authorized User shall access and use the Service (i) in accordance with the terms of this Agreement and the applicable Statement of Work and Documentation, and, (ii) with applicable information security and reasonably secure

### CONFIDENTIAL

of any other User. Client’s failure to cause a User to comply with the terms of this Agreement or any uncured User noncompliance shall constitute a material breach of this Agreement by Client.

(f) **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 the applicable 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, the applicable Statement of Work and Documentation, and the applicable Third Party User Agreement, and (ii) all violations of the terms or conditions of this Agreement, the applicable Statement of Work and Documentation, and the applicable Third Party Terms by each Client Party.

(g) **Professional Services.** During the term of this Agreement, Origami will make available to Client certain Professional Services to the extent set forth on the Statement of Work. Client may also contract for expanded services for additional days and hours in accordance with 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

Risk Management Information System and reasonably secure Fort Bend County, Texas Software Subscription Agreement &

Service Level Agreement Confidential and Proprietary

## Exhibit 2

Exhibit B



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.

(h) **Security.** 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) to Client, and such report shall contain an unqualified opinion. Such audit report shall be deemed Confidential Information under the terms of this Agreement.

(i) **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

### ORIGAMI RISK

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) provide the equipment required to operate 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, integrity, legality, reliability and appropriateness of all Client Data; (ix) transmit Client Data only in an encrypted format, to be mutually agreed by the parties; (x) obtain all consents and authorizations from any third parties that Client requires in order for Origami to provide the Service and perform the Professional Services, and (xi) take such other actions as are required of Client pursuant to this Agreement, including any Statement of Work.

(j) **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. Client represents and warrants to Origami that:

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.

(k) **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 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

### CONFIDENTIAL

performance or cooperation with respect to the obligations or warranties set forth in this Agreement or any Statement of Work; (2) failure of any Client Party's equipment or software (other than the Service); or (3) Force Majeure Event.

(l) **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 the Statement of Work, and Client shall have no other right to use any Work Product. Nothing in this Section shall affect the ownership



by Client of all Client Data as provided below or other Client proprietary information.

(b) **Client Data.** Client Data shall be

Confidential Information of Client under this Agreement. 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, integrity, 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, in any way, 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 Statement of Work. Upon Client's written request within 30 days following the termination of this Agreement, and if Client has paid all invoiced fees, 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 may use de-identified and aggregated Client Data to compile and sell databases of risk management information.

(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 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 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 one percent per month. Except as provided in Sections **6(b)** and **8(a)**, all Fees paid hereunder are non-refundable.

#### 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 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: (i) Receiving Party may disclose the Disclosing Party's Confidential Information to its Affiliates who have a need to know; (ii) Origami shall have a right to disclose Client's Confidential Information to Client's Affiliates and service providers, and Origami's employees and other agents; and (iii) all use of the Disclosing Party's Confidential Information shall be subject to all the restrictions set forth in this Agreement. This Agreement (including all Statements of Work and pricing thereunder) and all Intellectual Property Rights with respect to the Service and Work Product shall be deemed to be Confidential Information of Origami under this Agreement.

(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 employees, agents or representatives prior to



## ORIGAMI RISK

such disclosure or is independently developed by the Receiving Party or its employees, agents or representatives subsequent to such disclosure; or (iii) information that is

## ORIGAMI RISK

subsequently lawfully obtained by the Receiving Party or its employees, agents or representatives from a third party without obligations of confidentiality. If the Receiving Party is required by law to disclose any portion of the Disclosing Party's Confidential Information, Receiving Party shall give prior timely notice of such disclosure to Disclosing Party to permit Disclosing Party to seek a protective or similar order, and, absent the entry of such an order, Receiving Party shall disclose only such Confidential Information as is necessary be disclosed in response to such subpoena, court order or other similar document.

(c) **Survival.** The obligations set forth in this Section shall expire two years after termination of this Agreement; provided that the confidentiality obligations for Confidential Information constituting trade secrets shall survive as long as such information continues to constitute Confidential Information.

## 6. TERM AND TERMINATION.

(a) **Term.** This Agreement shall commence on the Effective Date and remain in effect for three years, unless terminated sooner in accordance with this Section.

(b) **Termination.** 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 Section, 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) **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 30 days of the date of such invoice.

(d) **Survival.** Except as otherwise set forth herein, in the event of termination of this Agreement for any reason, the provisions of Sections 2(j), 2(k), 3, 5, 6(c), 6(d), 7(c), and 8 through 12, as well as all payment obligations, shall survive.

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## 7. LIMITED WARRANTY.

(a) **Service Warranty.** Origami warrants that the Service will perform in all material respects in

## CONFIDENTIAL

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 sole 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. Origami shall deliver to Client replacement Service, a work-around and/or an error/bug fix as may be necessary to correct the nonconformity. In the event that Client gives Origami notice of an apparent nonconformity that Origami reasonably determines is not due to any fault or failure of the Service to conform to the warranty provided herein, all time spent by Origami resulting in such determination, including time spent attempting to correct the problem, shall be charged against Client's client service hours, or, if client service hours have been exhausted, charged to Client at Origami's then current hourly rate for such services.

(b) **Professional Services Warranty.** Origami represents and warrants that the Professional Services shall be performed in a professional and commercially reasonable manner consistent with 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, 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 NONINFRINGEMENT, 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.

8. **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 8(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.** Origami shall have the sole right to conduct the defense of any such infringement claim or action and all negotiations for its settlement or compromise, and to settle or compromise any such claim. Client agrees to cooperate and ensure that each Client Party cooperates with Origami in doing so. Client agrees to give Origami prompt written notice, in no case longer than within seven days of receipt or discovery, of any threat, warning, or notice of any such claim or action, with copies of any and all documents each Client Party may receive relating thereto.

9. **INDEMNIFICATION BY CLIENT.**

Client agrees to indemnify, defend and hold harmless Origami, its Affiliates, and all their officers, directors, members, managers, shareholders, employees and other agents for and against any damage, cost, liability, expense, claim, suit, action or other proceeding, to the extent based on or arising in connection with: (a) any breach of this Agreement by a Client Party in connection with Client Data; (b) a Client Party's violation of any Federal, state or local law, rule or regulation relating to such Client Party's collection and use of any Client Data; (c) a claim, which, if true, would constitute a breach of Client's representations and warranties under this Agreement.

10. **LIMITATION OF LIABILITY.**

(a) **Disclaimer of Damages.** IN NO EVENT WILL ORIGAMI BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICE OR THE PROFESSIONAL SERVICES, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT



## ORIGAMI RISK

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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.** UNDER NO CIRCUMSTANCES SHALL ORIGAMI'S AGGREGATE MAXIMUM LIABILITY ARISING UNDER OR IN



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## ORIGAMI RISK

CONNECTION WITH THIS AGREEMENT, THE SERVICE OR THE PROFESSIONAL SERVICES EXCEED THE PAYMENTS ACTUALLY MADE TO ORIGAMI HEREUNDER DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE AGAINST ORIGAMI.

### 11. EXPORT CONTROL.

(a) **Export.** Client shall not export or re-export the Service or any Work Product without the prior written authorization of Origami and, as may be required under United States laws and regulations, the prior written authorization of the United States Department of Commerce or other relevant agency of the United States Government. Client also agrees that it will not knowingly export or reexport, 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 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 United States or European Union (including European Union Member States) law is prohibited.

### 12. 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 email at the address of such party listed on the signature page to this Agreement. Notices sent via e-mail will be deemed delivered upon the recipient's confirmation of receipt. 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 signed by an authorized representative of the other party, 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



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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

## Exhibit 2

eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

(h) **Governing Law.** The laws of the State of Illinois (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance and enforcement.

(i) **Mediation.** If a dispute arises out of or relates to this Agreement or a breach thereof, the parties shall first try to resolve their dispute through informal and good faith negotiation. If the parties fail to resolve the dispute within 30 days, then the parties agree first to try in good faith to settle the dispute by mediation under the rules established by ADR Systems of America in Chicago, Illinois, before resorting to arbitration, litigation, or some other dispute resolution procedure.

(j) **Arbitration.** Any demands, claims or controversies arising out of or relating to this Agreement, (including, but not limited to, fees or costs, breach of contract, or tort claims), shall be settled by binding arbitration before ADR Systems of America in Chicago, Illinois and in accordance with the Arbitration Rules of ADR Systems of America, and judgment upon the award rendered by the arbitrator may be entered in any court or tribunal having jurisdiction thereof. Either party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration with ADR Systems of America. The arbitration will be conducted in accordance with the ADR Systems of America Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will select one arbitrator from ADR Systems of America's panel of neutrals and will share equally in the costs. The prevailing party shall be awarded attorneys' fees. The party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise

required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys and advisors.

(k) **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.

(l) **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 nonbreaching 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.

(m) **Counterparts.** This Agreement 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.



**Exhibit 2**

ORIGAMI RISK

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**ORIGAMI RISK LLC**

**[NAME OF CLIENT]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print Name)

Name: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 222 W. Merchandise Mart Plaza  
Suite 2300  
Chicago, IL 60654

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

Email: legal@origamirisk.com

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



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**EXHIBIT A**  
**STATEMENT OF WORK**

**[to be drafted and refined with Fort Bend's input]**



## EXHIBIT B

### 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 (i.e., 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](mailto: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](mailto: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 with 256 bit encryption for all communications over http. 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.



## VI.Addendum No. 1

Find the completed Addendum No. 1 on the subsequent page.

No. 1

### COUNTY PURCHASING AGENT



Fort Bend County, Texas

Debbie Kaminski, CPPB  
County Purchasing Agent  
August 16, 2018

(281) 341-8640  
Fax (281) 341-8645

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County RFP 18-092 Risk Management Information System

Addendum 1:

Attached is addendum 1. Vendors are to use the Addendum 1 document while preparing their solicitation response. Addendum was correction to title of solicitation.

\*\*\*\*\*

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal with the Fort Bend County Purchasing Department at [jessica.carabajal@fortbendcountytexas.gov](mailto:jessica.carabajal@fortbendcountytexas.gov).

2ULJD

PL5LVN//& Company Name

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Debbie Kaminski, CPPB  
County Purchasing Agent

## ORIGAMI SOFTWARE SUBSCRIPTION AGREEMENT

This SOFTWARE SUBSCRIPTION AGREEMENT (this “**Agreement**”) is entered into as of \_\_\_\_\_, 2019 (the “**Effective Date**”) by and between ORIGAMI RISK LLC, a Delaware limited liability company (“**Origami**”), and Fort Bend County, a body corporate and politic under the laws of the State of Texas (“**Client**”). Origami and Client hereby agree as follows:

site or IP address or mobile application, rendered to Client by Origami.

### 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.

“**Confidential Information**” means all confidential and proprietary information of a party, including, without limitation, 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.

“**Customizations**” 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 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.

“**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 the Statement of Work and accessible by Client via <https://live.OrigamiRisk.com> or another designated web

“**Statement of Work**” means any statement of work 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 Exhibit 4, and the pricing detail with respect to such Statement of Work is attached hereto as Exhibit 4-1.

“**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 Customizations and any software, programming, tools, documentation, and materials that are used, created, developed, or delivered by Origami to Client in connection with Customizations, 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 the Service via the Internet. Client, its Affiliates and 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 the applicable Statement of Work and Documentation.

b. **Storage.** Client may store Client Data through the Service up to the amount set forth in the applicable Statement of Work. If the amount of storage used exceeds this limit, Client will be charged, on a monthly basis, the excess storage fees pursuant to the Statement of Work.

c. **Service Level Agreement.** Origami’s Service Level Agreement with respect to the Service is set forth as Exhibit 5 (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.

d. **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.

e. **Users.** Client may permit the number of authorized Users as set forth in the Statement of Work 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 Statement of Work and Documentation, and, (ii) when applicable, through a unique and reasonably secure username and password as further described in the applicable Statement of Work or Documentation. The Service allows Client to grant different levels of access to Client Data, to different Users, as described in more detail in the Statement of Work. 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's failure to cause a User to comply with the terms of this Agreement or any uncured User noncompliance shall constitute a material breach of this Agreement by Client.

f. **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 the applicable 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 ThirdParty 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, the applicable Statement of Work and Documentation, and the applicable Third Party User Agreement, and (ii) all violations of the terms or conditions of this Agreement, the applicable Statement of Work and Documentation, and the applicable Third Party Terms by each Client Party.

g. **Professional Services.** During the term of this Agreement, Origami will make available to Client certain Professional Services to the extent set forth in the 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.

h. **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 provide the Service and perform the Professional Services, and (xi) take such other actions as are required of Client pursuant to this Agreement, including any Statement of Work.

i. **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.

j. **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 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 Statement of Work; (2) failure of any Client Party's equipment or software (other than the Service); or (3) Force Majeure Event.

k. **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. **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.

#### **4. TERM AND TERMINATION.**

a. **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 30 days of the date of such invoice.

b. **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), 5(c), 5(d), 6(c), and 9 through 13, as well as all payment obligations, shall survive.

#### **5. 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 sole 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. Origami shall deliver to Client replacement Service, a work-around and/or an error/bug fix as may be necessary to correct the nonconformity. In the event that Client gives Origami notice of an apparent nonconformity that Origami reasonably determines is not due to any fault or failure of the Service to conform to the warranty provided herein, all time spent by Origami resulting in such determination, including time spent attempting to correct the problem, shall be charged against Client's client service hours, or, if client service hours have been exhausted, charged to Client at Origami's then current hourly rate for such services.

b. **Professional Services Warranty.** Origami represents and warrants that the Professional Services shall be performed in a professional and commercially reasonable manner consistent with 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 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, 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.

6. **LIMITATION OF LIABILITY.**

a. **Disclaimer of Damages.** IN NO EVENT WILL ORIGAMI BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICE OR THE PROFESSIONAL SERVICES, 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.** UNDER NO CIRCUMSTANCES SHALL ORIGAMI'S AGGREGATE MAXIMUM LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICE OR THE PROFESSIONAL SERVICES EXCEED THE PAYMENTS ACTUALLY MADE TO ORIGAMI HEREUNDER DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE AGAINST ORIGAMI.

7. **EXPORT CONTROL.**

a. **Export.** Neither party shall export the Service or any Work Product in violation of applicable United States laws and regulations. The parties also agree that they will not knowingly export, directly or indirectly, the Service or any Work Product (i) that they know 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 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.

8. **GENERAL.**

a. **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.

b. **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.

c. **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.

d. **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,

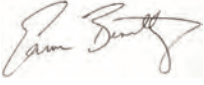
earthquakes, wars, civil disturbances, terrorism, sabotage, accidents, unusually severe weather, labor disputes, governmental actions, power failures, viruses that are not preventable through generally available retail products, inability to obtain labor, material or equipment, catastrophic hardware 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.

e. **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.

f. **Counterparts.** This Agreement and each 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 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 Statement of Work.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**ORIGAMI RISK LLC**

By:  \_\_\_\_\_  
Name: \_\_\_\_\_

Earne Bentley (Print Name)

Title: \_\_\_\_\_  
Executive Director

Address: 222 N. LaSalle Dr.  
Suite 2125  
Chicago, IL 60601

Email: legal@origamirisk.com

**FORT BEND COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

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

\_\_\_\_\_

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

## ORIGAMI STATEMENT OF WORK

This Statement of Work (“SOW”) describes services to be performed by Origami Risk LLC (“Origami”) for **Fort Bend County, Texas** (“Client”). This SOW is subject to all the terms and conditions of the Software Subscription Agreement between Client and Origami, into which it will now be integrated as Exhibit A.

### PROJECT SCOPE

Provide and implement Origami’s Risk Management Information System (RMIS) (the “Service”) to Client’s Risk Management team to help ensure accurate and consistent tracking and reporting of Client’s claims, policies, locations and exposures.

**Project Priorities:** The immediate priorities focus on the following areas:

(i) Convert and load data from TPA System

Origami will convert the Client’s historical data from the York TPA source and import into Origami Risk. This process requires the receipt of timely and accurate data from all sources and requires collaboration between Origami and Client to evaluate and resolve data anomalies uncovered throughout the conversion process.

(ii) Incident and Claims Tracking

Origami will work with Client to configure and deploy the standard incident and claims tracking features of Origami Risk, including notes, tasks, emails and file attachments.

(iii) Reports and Analytics

Throughout the implementation, there will be various reports required by Client that will need to be delivered. Origami will assist the Client in setting up reports using standard report templates and the custom template designer.

### CLIENT ROLES AND RESPONSIBILITIES

Client will identify a System Administrator (“Client SA”) who will be responsible for working with Origami to implement the Service and to provide ongoing production support to Client’s Users. The Client SA and, from time to time, other Client employees will be available to provide timely direction and feedback as needed by Origami to complete the Origami tasks in this SOW. The Client SA will also be responsible for setting up, assigning security rights, and maintaining user IDs for all Users.

Client will have final responsibility for decisions regarding the functionality, usability and data access rights of any configurations (such as forms, dashboards and interfaces) contemplated by the Implementation or Support sections in this SOW or otherwise created by or for Client or Client’s users in the Service.

### LICENSES

<u>Enterprise License</u>		
<u>License</u>	<u>Selected</u>	<u>Description</u>
RMIS	Yes	This Enterprise License includes functionality related to risk management, including incidents, claims, insurance policy management, locations, certificates of insurance, safety, and risk management portal.

Enterprise Risk Management (ERM)	No	This Enterprise License includes ERM functionality.
* Origami also offers other Enterprise Licenses (e.g., Commercial Claims and Commercial Underwriting) that are not included under this SOW.		

<b>User Licenses</b>			
<b>License</b>	<b>Quantity</b>	<b>Description</b>	
Full User	4	These licenses have access to all the capabilities and features of the Service under the selected Enterprise License, except those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits. These licenses have access to Extended Functionality features to the extent selected below.	
Light User	1	These licenses have access to the dashboard, reports pre-configured for them, and read-only access to other areas of the Service under the selected Enterprise License. Light Users do not have access to Administration features or Extended Functionality features.	
Claims Adjusting User	0	These licenses have access to all the features and capabilities of the Service under the selected Enterprise License, including those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits. These licenses have access to Extended Functionality features to the extent selected below.	
<b>Non-Named User Access Licenses</b>			
<b>License</b>	<b>Selected</b>	<b>Quantity</b>	<b>Description</b>
Enterprise Wide Record Entry	No	Up to <b>0 records</b> added per year	These licenses are not named licenses and have access only to enter records either by (1) an anonymous collection portal, by clicking an anonymous collection link generated via Origami's administration features ("Portal Data Entry") or (2) granting access to a URL sent from Origami Risk as a Data Entry Event email notification, giving time limited access to a single record ("Grant Access").
Enterprise Values Collection	No	<b>0 Users</b>	These licenses allow representatives in the field to enter data through the Service's online platform pertaining to information necessary for renewal submissions, such as TIV, Square Footage, COPE information, or other such asset and exposure data.
<b>Extended Functionality Licenses</b>			
<b>License</b>	<b>Selected</b>	<b>Quantity</b>	<b>Description</b>
Secure Email	No	Up to <b>0 Secure Emails</b> sent per month	This license provides secure email functionality, which provides password protected hosting for email communications from and to the Service.
OCR Scanning	No	<b>Not Included</b>	This license provides optical character recognition (OCR) functionality for the purpose of mapping specified data from scanned documents to data fields within the Service.
Certificate of Insurance Tracking	No	<b>0 Insureds</b> over initial 100	This license provides certificate of insurance tracking for third party insureds, such as tenants, vendors, contractors or customers. The first 100 insureds are provided at no additional cost, and this license provides the ability to track certificates for more than 100 insureds.
SMS Messaging	No	<b>0 SMS Messages</b> (over initial 500)	This license provides the ability to send SMS messages as workflow actions within the Service's administration features. The first 500 messages per year are provided at no additional cost, and this license provides the ability to send more than 500 messages per year.
Two Factor Authentication	No	<b>0 2FA Messages</b> (over initial 500)	This license provides the ability to send SMS and/or email messages to users to validate their identity before logging in from a new device and/or once every 30 days from the same device. The first 500 messages per year are provided at no additional cost, and this license provides the ability to send more than 500 messages per year.
Mobile Forms App	No	<b>Not Included</b>	Origami's Mobile Forms App may be used by any named user for no additional license fee, but service hours are required for configuration.
Mobile Payments App	No	<b>Not Included</b>	Origami's Mobile Payments App may be used by any named user for no additional license fee, but service hours are required for configuration. Requires a minimum of three (3) Claims Adjusting Users.

## Exhibit 4

Exhibit B

Workers' Compensation Solutions*	No	Jurisdictions: <b><u>None</u></b>	This license includes the following Origami Compliance solutions (this functionality is only available to Claims Adjusting Users): x Automated EDI FROI/SROI State Reporting via Mitchell x Indemnity Benefits Rates x Workers' Compensation State Forms
ODG Integration User*	No	<b><u>0 Users</u></b>	This license provides integration with ODG's Return to Work guidelines. This feature may only be utilized by Claims Adjusting Users and Full Users. This feature queries ODG's RTW and treatment guidelines based on WC claim diagnosis codes.
Tableau*	No	<b><u>0 Users</u></b>	This license allows Origami users to access Tableau within the Origami environment, providing enhanced data visualization.
eSignature Integration*	No	<b><u>0 Envelopes</u></b>	This license provides the ability to tag mail merge documents with electronic signature fields, authenticating through a third-party eSignature tool.

\* By purchasing this license, Client will need to agree to certain vendor terms and conditions to be provided by Origami.

### **License Notes:**

1. Origami adds generally available features from time to time that may require configuration prior to use. If Client requests Origami's assistance in this configuration, Professional Services hours may be applied for any such configuration.
2. In addition to the generally available features, Origami may occasionally deploy new functionality that will require an Extended Functionality License similar to those listed in the Extended Functionality License section above. These features may require additional fees based on record volume, number of additional users accessing the new features, or some other incremental cost driver. Client may agree to add such an Extended Functionality License in a separate Statement of Work.

## **HOSTING**

Origami will provide data storage for up to **10,000 claims and incidents**. In addition, Origami will provide **50GB of file attachment storage**. Additional storage is available at any time during the term of this SOW as set forth in the Pricing section below.

Origami will host the application and data in a secure internet accessible environment. Origami will backup Client data at periodic intervals each day.

## **IMPLEMENTATION PROCESS**

Implementation is the process of configuring the Service for use by Client including system settings, supporting Client in loading data, training users, 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 described in the Project Scope above, 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. Client's provision of timely and accurate specifications, direction and feedback is essential to the implementation. **System Configuration**

Origami will:

- General Configuration o Configure **1** Location form layout o Location Hierarchy Design/Import o Configure up to **5** Exposure/Value Types o Configure up to **1** User Security Profiles
- Claims and Incidents o Develop the Incident & Claim forms for Workers Comp, General Liability, Auto Liability &

Property   ○   New   Incident   Email  
Notification to TPA

- Develop up to **5** workflow events (Email notifications, auto-tasks, etc)
- Configure up to **5** Mail Merge Templates
- Reports and Dashboards ○ Provide up to **15** hours of assistance to configure standard Origami RMIS report templates and/or create custom template via Origami's standard Custom Template Designer. Hours may also be used for assistance in configuring default dashboards using standard Origami dashboard widgets or  
  
custom widgets via Origami's standard Custom Widget Designer. Hours will be eroded during implementation and additional hours will be billed as incurred.
- Configure up to **2** report distribution lists.

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: N/A**

All historical data will be converted from the TPA/Carrier system. **Loading**

### **Other Supported Risk Data via Data Import Center**

Origami will:

- Provide training and support to Client as needed for following import activities.

Client will:

- Provide, or arrange to provide, spreadsheets containing Client's risk data in the format supported by the Service's Data Import Center. Currently, Client plans to load **Locations, Employees & Vehicles**.
- Utilize the Service's standard Data Import Center tools to import the above risk data.

### **Loading Carrier / TPA Claims Data for Data Processing**

Origami will:

- Provide Client with text for data request letters suitable for requesting necessary data from each of the sources named below.
- Convert and load the initial system data from the sources named below

Client will:

- Arrange for **claims, transactions and adjuster notes** data to be sent to Origami from **York**.

### **Configuring Automated Interfaces, Imports & Extracts To / From 3<sup>rd</sup> Party Systems**

- No Automated Interfaces are contemplated in this Statement of Work

### **Training**

Origami will:

- Provide **8 hours** of training to Client in year 1 of this SOW and provide additional training each subsequent year as needed. Professional Service hours will be eroded for training in future years.

**Exhibit 4**

Exhibit B

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 OPTION SELECTED:**

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:

- 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
- Origami's administrative tools and screens are by their nature self-documenting and 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 3<sup>rd</sup> party providers required to complete tasks on the project schedule

**Traditional Project Management – Not Included**

In addition to Iterative Project Management described above, Origami shall designate a Project Manager to provide [xx] hours of project management during the Implementation (on average [x] hours per week).

This Project Manager shall maintain a library of written artifacts and conduct activities including:

**ACTIVITIES:**

- Formal project kickoff\*\*
- Designated Project Manager role
- Maintain schedule with key deliverables and expected dates/milestones
- Coordinate all activity within Origami to complete Origami's tasks on the project schedule
- Coordinate meetings and discussions with stakeholders as needed to maintain project progress\*
- Maintain project status document containing priority list, open items and changes which may impact timeline

## ARTIFACTS:

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

\*Project Management assigned as shared role of team members

\*\*May include on site attendance

\*\*\*Dependent on client input and test cases provided

## **ONGOING SUPPORT**

After the Implementation is completed or Client is using the Service in production for greater than 30 days, this section of the SOW describes Origami services through the remainder of the term of this SOW.

### **Carrier / TPA Claims Data Ongoing Processing**

#### Origami will:

Process the claim data updates received from Client data providers as follows:

- York: **Claims, Financial Transactions and Notes** processed **Weekly**

#### Client will:

- Use Origami tools to resolve exceptions, if any, such as missing locations, incomplete code maps, and other exceptions, which may occur in the update as a result of data errors or missing data from data providers.
- Notify Carrier / TPA of data exceptions when appropriate to have data corrected at source.

### **Professional Services**

This SOW includes up to **35 hours** of Professional Services in the first year, up to **35 hours** in the second year, and up to **35 hours** in the third year. Professional Services include any work performed by Origami professionals on behalf of Client. Examples include:

- Helpdesk support for users
- Additional user training
- General assistance utilizing the Service
- Configuration of features for Client's use
- Maintenance of screens and system configurations as workflows evolve
- Configuration of customized reports
- Maintenance or modification of any import or export scripts
- Attendance in meetings
- Project management tasks and administration

## **PRICING AND INVOICE SCHEDULE**

The price for the licenses and services listed above in this SOW is **\$55,630** for the first year, **\$31,175** for year two, and **\$31,175** for year three of the contract. Appendix D – 1 provides a detailed breakdown of the components of the price.

Payment for Year 1 will be invoiced and due upon execution of this SOW. Payments for Year 2 and 3 are due on the anniversary date of this SOW.

If needed, additional services can be purchased through an addendum to this SOW. 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.

**ADDITIONAL PRICING:**


1. If Client requires additional storage during the term of this SOW, additional fees will apply as follows:
  - **Current annual fee for storage of up to 10,000 Claims / Incidents = \$7,500**
  - Annual fee for storage of 10,001–25,000 Claims / Incidents = \$15,000
  - Annual fee for storage of 25,001–50,000 Claims / Incidents = \$25,000
  
  - **Current annual fee for storage includes 50GB of File Attachment storage**
  - Additional File Attachment storage is \$2,000 per 50GB per year
2. Additional Professional Service hours will be invoiced as incurred at Origami’s unbundled rate listed within Exhibit B. Bundled hours may be added prior to the start of each contract year.
3. Additional users, additional licenses or additional use beyond that which is listed above in the Licenses section of this SOW shall require additional fees. Origami shall invoice Client, and Client shall pay for any additional licenses, hosting, service hours or other usage in excess of what is specified in this SOW.

**STATEMENT OF WORK APPROVAL**

The undersigned agree to this Statement of Work.

**ORIGAMI RISK LLC**

**FORT BEND COUNTY, TEXAS**

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Earne Bentley (Print Name)



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_  
Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_ March 5,  
2019

**APPENDIX D-1  
PRICING DETAIL**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Comments</u>
<b>Licensing</b>	\$13,400	\$13,400	\$13,400	<ul style="list-style-type: none"> <li>- Base Subscription Fee</li> <li>- 4 Full Users</li> <li>- 1 Light User</li> </ul>
<b>Hosting</b>	\$7,500	\$7,500	\$7,500	Hosting / Data Storage Fees. Includes 50GB of file storage
<b>Data Conversions / Interfaces</b>	\$8,500	\$7,500	\$7,500	<ul style="list-style-type: none"> <li>- Weekly York Claims Update (<i>Claims/Trans/Notes</i>)</li> <li>- Initial load of Employees, Fleet &amp; Locations</li> </ul>
<b>Implementation Fee*</b>	\$22,755	-	-	<ul style="list-style-type: none"> <li>- See deliverables below</li> <li>- 8 Hours User Training + documentation</li> </ul>
<b>Ongoing Support</b>	\$6,475	\$6,475	\$6,475	35 Ongoing Support Hours per year
<b>Total</b>	<b>\$58,630</b>	<b>\$34,875</b>	<b>\$34,875</b>	
<b>Discounts</b>	<b>(\$3,000)</b>	<b>(\$3,500)</b>	<b>(\$3,500)</b>	
<b>Updated Totals</b>	<b>\$55,630</b>	<b>\$31,175</b>	<b>\$31,175</b>	

## 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 (i.e., 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.

## Exhibit 5

### 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.

- x Emergency: Receive emails concerning outages and other system problems x
- 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](mailto: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](mailto: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 with 256-bit encryption for all communications over http. 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.

## Exhibit 5

# Annex B

## Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

Revised July 26, 2016, Effective August 1, 2016

Revised December 12, 2017, Effective January 1, 2018

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

### CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

### OUT OF STATE TRAVEL:

**Authorization:** The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

**Documentation:** The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.fortbendcountytexas.gov/index.aspx?page=55>) with the travel reimbursement form.

### LODGING (In and Out of State):

#### Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at: [http://www.gsa.gov/portal/content/104877?utm\\_source=OGP&utm\\_medium=prinradio&utm\\_term=perdiem&utm\\_campaign=shortcuts](http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=prinradio&utm_term=perdiem&utm_campaign=shortcuts) based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at:

[https://portal.cpa.state.tx.us/hotel/hotel\\_directory/index.cfm](https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm) (be sure to check the correct fiscal year) [REDACTED]

**Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and does not exceed the GSA daily allowance.**

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and provide documentation of the group rate with reimbursement request.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate. Travel websites including but not limited to Expedia and Travelocity should not be used to book lodging.

**Travel Days:** If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

**Additional fees allowable:** Self-parking

**Additional fees allowable with justification:** Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available. **Fees not allowable:** Internet, phone charges, laundry, safe fees **Gratuities:** Gratuities are not reimbursable for any lodging services.

**Overpayments by County:** Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

**Procurement Card:** The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** **A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable.** The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Make sure all parking has been added to your bill and all personal incidentals have been paid by traveler. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

**Changes/Modifications to Reservation** – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a

confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

**County Exemption Status** – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

#### **MEALS:**

**Texas:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$27/day.

**Out-of-state:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$36/day.

**Late Night Arrival** – If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous day.

**Day trips:** Meals will not be reimbursed for trips that do not require an overnight stay.

**Procurement Card:** No meal purchases are allowed on any County procurement card.

**Documentation:** No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

#### **TRANSPORTATION:**

**Personal Vehicle:** Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employees vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

**Allowable expenses:** Parking and tolls with documentation.

**County Vehicle:** Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

**Allowable expenses:** Parking and tolls with documentation required.

**Airfare:** Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

**Allowable Expenses:** Bag fees. Fare changes are allowable if business related or due to family emergency.

**Unallowable Expenses/Fees:** Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

**Rental Car:** Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendorcomparison/>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-carcontract/Enterprise/>. When making a reservation traveler should provide the County's agency # C0790. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should

select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip. Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

**Enterprise:**

On [redacted] Please enter the [redacted]  
[redacted]  
[redacted] auto rental rates for [redacted] so you need to have a purchase order before your departure.

**Air:**

Airfare [redacted] will override the state rate and normally the State rates are less.

**Unallowable Fees/Charges:** GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

**Allowable expenses:** Parking and tolls allowed with documentation.

**Other Transportation:** Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

**Gratuities:** Gratuities are permitted if original receipt includes gratuity (20% maximum allowed) for any transportation services.

**Procurement Card:** The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

**REGISTRATION:**

**Registration fees:** Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

**Procurement Card:** The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

**GRANTS:**

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

**TRAVEL REIMBURSEMENT FORM:**

The traveler must use the current travel reimbursement form (<http://econnect/index.aspx?page=55>) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30 days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

**EXCLUSIONS:**

If the traveler has custody of a person pursuant to statute or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statute to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.

March 28, 2022

VIA EMAIL


Fort Bend County  
301 Jackson St  
Suite 201  
Richmond, TX 77469

To Whom It May Concern:

We are the sole provider and the sole source of our proprietary software-as-a-service offering ("Origami Risk"). We directly own the software (including the intellectual property in our software) and it is only available to our customers over the internet by accessing our servers. By its nature, it cannot be contracted through any third party. No third party is able to access our offering unless they are our customer. We are also the sole provider of any professional services (such as implementation and support) related to such software. Any implementation or support of our software requires a deep understanding of our complex offering, which cannot be properly obtained through an outside contractor. As such, there are no subcontracting opportunities available in connection with these services.

Please feel free to contact me at [dsilverthorn@origamirisk.com](mailto:dsilverthorn@origamirisk.com) or 312-235-6633 if you have any questions.

Sincerely,



Daniel Silverthorn  
General Counsel and Chief Administrative Officer  
Origami Risk LLC

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2022-886635

Date Filed:  
05/16/2022

Date Acknowledged:  
05/24/2022

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Origami Risk LLC  
CHICAGO, IL United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
Origami Risk LLC  
Addendum to Origami Risk LLC for additional service for Risk Management from RFP 18-092

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Melin, Heidi	Danville, CA United States	X	
	Petrie, Robert	Chicago, IL United States	X	
	Fischer, Stephen	Brooklyn, NY United States	X	
	Cope, Timothy	Ridgewood, NJ United States	X	
	Concepcion, Linus	Port Chester, NY United States	X	
	Farrell, Michael	Boston, MA United States	X	
	Stearns, William (Rick)	Nashville, TN United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)