

EXHIBIT B2
STATEMENT OF WORK

This Statement of Work (“SOW”) describes services to be performed by Origami for the Client. This SOW is subject to all the terms and conditions of the Contract between Origami and the Client, into which it will now be integrated as *Exhibit B2 - Statement of Work*.

PROJECT SCOPE

Provide and implement Origami’s Risk Management Information System (“RMIS”) to ensure accurate and consistent tracking and reporting of Client’s incidents, claims, policies, locations and exposures, as further detailed in *Exhibit B1 - Requirements*. For all references in this document to Client’s requirements (*Exhibit B1*), Origami will deliver the capabilities to fulfill Client’s requirements in all material respects and in accordance to Origami’s provided responses to such requirements. Any lack of clarity with respect to the requirements goes to the intent of the requirement. In the event of any conflict between this SOW and *Exhibit B1*, this SOW shall control.

Client business objectives include:

- Successfully meet requirements as set forth in *Exhibit B1 - Requirements*
- Using RMIS system tools, identify patterns and trends in claims data
- Decrease staff time and effort currently required to process events, incidents, and claims
- Successfully manage identified records for preservation
- Improve operational efficiency related to managing the Washington State Self-Insurance Program and commercial insurance
- Reduce operational cost and risk by increased automation
- Support Loss Prevention/ERM efforts

CLIENT ROLES AND RESPONSIBILITIES

Client will identify a System Administrator (“Client SA”) who will be responsible for working with Origami to implement RMIS 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’s 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 access to configuration tools in RMIS and shall have final responsibility for all configurations contemplated by the Implementation and Support sections in this SOW or otherwise created by or for Client or Client’s Users in Origami RMIS (including, without limitation, forms, dashboards and interfaces). For all such configurations, Client shall be responsible for functionality, usability and access rights for Data used by such configurations.

ORIGAMI ROLES

Origami will bring the relevant professionals to ensure delivery of SOW components. There may be overlap in the responsibilities identified and likely other roles will be introduced during the course of the project. The below represents examples of the individuals Origami will bring to the project:

- Project Owner / Senior Client Executive – This role acts as Client’s main point of contact and will be responsible for the configurations and deliverables listed in this SOW.
- Project Management – This role will be responsible for managing the project from the Origami’s side. Project Management deliverables are outlined in this document.
- Data Architect – Responsible for the accurate conversion of the historical Data.
- Software Architect – Should any development be needed to support the deliverables in this SOW, the Development team will be engaged to do so.

LICENSES

User Licenses

License	Quantity	Description
Full User (System Administrators)	(2) Two	These licenses have access to all the capabilities and features of Origami Risk, except those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits, and except for those features listed within the Extended Functionality Licenses section below.
Light User (Agency usage)	(316) Three Hundred Sixteen	These licenses have access to the dashboard, reports pre-configured for them, and read/write access to other areas of the system. Light Users do not have access to the Administration features, and do not have access to those features listed within the Extended Functionality Licenses section below.
Claims Adjusting User	(28) Twenty Eight	These licenses have access to all the features and capabilities of Origami Risk, except those features listed within the Extended Functionality Licenses section below.

Extended Functionality Licenses

License	Selected	Quantity	Description
Enterprise Portal Data Entry License	No	Up to (0) records added per year	These licenses are not named licenses and have access only to enter records into an Anonymous Collection Portal, by clicking an Anonymous Collection Link generated via Origami’s administration features.
Enterprise Grant Access License	Yes	Up to (5,000) grants sent from Origami per year	These licenses are not named licenses and the URL is sent from Origami Risk as a Data Entry Event email notification, giving time limited access to a single record.
Secure Email License	No	Up to (0) Secure Emails sent per month	This license enables Origami Risk’s secure email functionality, which provides password protected hosting for email communications from and to Origami Risk.
Enterprise Values Collection	No	(0) Zero Users	These licenses allow Client’s representatives in the field to enter data through Origami’s online platform pertaining to information necessary for renewal submissions, such as TIV, Square Footage, COPE information, or other such asset and exposure data as required by Client.
ODG Integration User*	No	(0) Zero Users	This license enables Origami Risk’s 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.
OCR Scanning License	No	(0) Zero Pages per year	This license provides access to Origami Risk’s Optical Character Recognition (OCR) functionality for the purpose of mapping specified data from scanned documents to data fields within Origami Risk.

Tableau	No	<u>(0) Zero Users</u>	This license allows Origami users to access Tableau within the Origami Environment, providing enhanced data visualization.
SMS Messaging	No	<u>(0) Zero SMS Messages</u> (in blocks of 10,000/year) over initial 500	This license provides the ability to send SMS messages as workflow actions within Origami’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.
eSignature Integration	No	<u>(0) Zero Envelopes</u> (in blocks of 100)	This license provides the ability to tag mail merge documents with electronic signature fields, authenticating through a third-party eSignature tool.
Certificates License	No	<u>(0) Zero Insureds</u> over initial 100	This license allows Client to utilize Origami Risk’s Certificate of Insurance tracking for third party Insureds, such as tenants, 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.

- Client does not intend to utilize the following features, should Client decide to utilize these features in the future, they require a third party agreement, usually for an additional fee, to be enabled in Origami:
- CMS 111 when using a third party provider
 - Advisen policy benchmarking
 - Predictive analytics via 3rd Parties
 - EDI FROI/SROI via 3rd Parties

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. In such cases, additional fees will apply.

HOSTING

Origami will provide data storage for up to 200,000 claims and incidents in Origami’s standard environment (GovCloud not required or elected by Client). In addition, Origami will provide 200GB of file attachment storage. Additional storage is available at any time during the term of this Contract as set forth in the Pricing section below for the duration of the Contract.

Origami will host the application and Data in a secure internet accessible environment. Origami will backup Client Data at periodic intervals each day as per *Exhibit D - Service Level Agreement* and IT Operations/Security protocols.

IMPLEMENTATION PROCESS

Implementation is the process of configuring Origami RMIS for use by Client including system settings, supporting Client in loading Data, training users, and other work identified in this section of the SOW and requirements as identified in *Exhibit B1 – Requirements (“Implementation”)*. The Implementation phase is completed when Client is able to utilize the Origami platform for the above defined business purposes, 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:

- Develop the incident forms for Debarment, General Liability, Inmate Claims, Auto Liability and Sundry (self-defense ; wrongful conviction), Significant Event, Public Disclosure Request incidents.
- Configure claim form layouts for Debarment, General Liability, Inmate Claims, Auto Liability and Sundry (self-defense ; wrongful conviction) claims.
- Configure Origami’s Mobile Claimant App using standard configurations to reflect the content Client would like to display to Claimants
- Configure up to 2 default dashboards using standard Origami dashboard widgets.
- Configure up to 3 report distribution lists.
- Configure 1 Location form layout
- Configure up to 20 data entry events with corresponding system actions
- Configure up to 10 User Security Profiles
- Configure 1 Premium Allocation
- Configure Delegated Admin functionality using Origami’s standard functionality of Delegated Administration.
- Configure 1 Claim Review (checklist)
- Configure 1 Claim Audit layout
- Configure 1 Risk Register layout
- Configure 1 Policy layout
- Configure an Agency Contact layout
- Configure Single Sign On (SSO) using SAML 2.0
- Configure up to 10 Document Management Queues (folders)
- Configure up to 8 Mail Merge forms
- Configure Client’s Location Hierarchy into the Origami Risk system
- Configure claim number sequence with format of “AAANNNNNN”, where AAA is the customer agency number and NNNNNN is the system assigned unique claim sequence number
- Configure Litigation / Matter Management form layout
- Configure Reserves categories
- Configure Payment categories
- Configure up to 6 saved ‘Claim Views’ and 1 Claim Search Screen configuration

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 [Ventiv iVos]:

Origami will:

- Convert the Legacy Data and import into Origami RMIS. Legacy Data will include:
 - Claims
 - Incidents
 - Transactions
 - Events
 - Litigations
 - Correspondences
 - Payments
 - Reserves
 - Vehicles
 - Vehicle Recoveries
 - Emails
 - Debarment
 - Notes
 - Tasks
 - Contacts
 - Vendors (to be explored further by Origami/Client during data review and related discovery for Client to make decision whether vendors will be stand alone or a contact type)
 - Values
 - Locations
 - File attachments

Client will:

- Arrange for an extract of Data from Legacy system.

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

Origami will:

- Implement import and export routines and schedules required to accommodate those items listed below.
 - Law Manager - Attorney Generals Offices system to communicate claim and litigation information. This includes sending information to Law Manager and also receiving information from Law Manager.
 - Client Financial Payment Processing (outbound check requests and inbound check details from Payment made)

Client will:

- Arrange for Data to be delivered in the agreed upon format, on the agreed upon schedule from Law Manager and Client’s Financial Payment Processing system
- Coordinate any action required by Client’s Financial Payment Processing system to receive and utilize data feeds coming from Origami in the agreed upon format, on the agreed upon schedule.

Configuration of Certificate Request Process

Origami will:

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

Client will:

- Provide screen shots of existing intake forms currently in use. For reference, currently the request information resides at:
<https://des.wa.gov/services/risk-management/insurance-state-agencies/state-agency-self-insurance-liability-program/self-insurance-form-certificate-liability-insurance>
- Work with Origami to identify opportunities to improve on current cert request process.
- Provide electronic signature file to associated with the certificate production
- Specify the workflows and individuals required for event triggered emails & tasks

Configuration of Reports for Go-Live

Copies of the below reports have been received by Origami via the “RMIS Reports Samples” document provided during the procurement process.

Origami will:

- Configure the following reports:
 - Claim Assignment
 - Duration Closed Claim
 - Duration Pending Claim
 - Closed Weekly Claim
 - Inmate Property Weekly Claim
 - Non Inmate Property Claim
 - Inmate Pending Claims
 - Inmate Weekly New Claims
 - DOT All Pending Claims
 - DOT Weekly New Claims
 - DSHS Weekly New Claims
 - DSHS ESA All Pending Claims
 - ORM Unprocessed Payment
 - ORM Weekly New Claims
 - ORM Weekly New Events
 - Agency Claims and Events
 - RM Claim Summary

- RM Event Summary
- Vehicle Damage Claim
- Warrants Report
- 1099 Export Report (1099's not produced in Origami Risk)
- Claim Assigned by Date
- Claim Closed by Date
- Insurance Summary Report
- Annual Report
- QA Checklist
- Quarterly Report

Training

Origami will:

- Provide 40 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 years 2 and 3. 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. Included in this SOW is Travel & Expenses for up to 4 nights of hotel and up to 2 trips. Additional Travel & Expenses associated with any additional on-site training beyond that which is included in this SOW will be pre-approved by Client and billed as incurred.
- The Training program will be a product of recommendations presented by Origami Risk from experiences of similar trainings conducted as well as feedback from Client as to preferred methodologies and content to be trained. Training will be tailored to Client’s usage of the Origami Risk system and is typically broken down by user type, so that the training groups receive focused training on features & functionality specific to their role.
Some examples of training include:
 - “System Basics” training
 - System Administration training
 - Refresher training
 - Agency User training
 - Attorney User training
 - Claims Adjusting
 - Others as decided by Client utilizing the 40 hours of training

Client will:

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

Project Management

Origami Risk is founded on a set of **AGILE** and iterative processes from top to bottom. These contemporary tenets are the foundation of our ability to deliver better products and more accurate implementations in a fraction the time of our competitors. 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 a blended methodology for project management model included within this SOW:

This SOW includes:

[Included] Agile/Traditional Project Management Blended Methodology

[Not Included] Traditional Project Management

Blended Methodology Agile/Traditional Project Management - Included

Origami will:

- Participate in project kickoff
- Maintain detailed work breakdown schedule with key deliverables and expected dates*
- Lead status calls weekly
- 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.

Additionally, Origami will provide the following project artifacts:

- Detailed work breakdown structure
- Weekly project status calls, agenda, meeting notes
- Detailed issues and risks log with details for decisions, resolution owners for Origami team
- Action items list
- Onsite agendas for any onsite meetings
- Design document (can be an As-built)
- Test plan (include technical testing, UAT testing and regression testing plans, with collaboration/foundational scripts/test cases provided)
- Spend up to 10 hours creating training guidance documents specific to the State of Washington DES implementation (for System Admins, configurators, and users.) Any additional documentation can be created using available Professional Service Hours.

Client will:

- Participate in status calls and working meetings
- Coordinate all activity within Client’s organization to complete Client’s tasks on the project schedule
- Coordinate all activity of Client’s 3rd party providers required to complete tasks on the project schedule

*Project Management assigned as shared role of team members

ONGOING SUPPORT

After the Implementation is completed or Client is using the Service in production for greater than 60 days, this section of the SOW describes Origami services through the remainder of the term of this Contract.

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

Origami will:

- Maintain import and export routines and schedules required to accommodate imports from third party systems listed below:
 - Weekly - Law Manager - Attorney Generals Offices system to communicate claim and litigation information. This includes sending information to Law Manager and receiving information from Law Manager.
 - Weekly - DES Financial Payment Processing (outbound check requests and inbound check details from Payment made)

Client will:

- Ensure the ongoing performance of import and export responsibilities of each 3rd party system.

Professional Services

This SOW includes up to 135 hours of Professional Services in the first year, up to 60 hours in the second year, up to 60 hours in the third year, up to 60 hours in the fourth year, and up to 60 hours in the fifth 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 system
- Configuration of features for Client’s use
- Occasional re-categorization of Data
- 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
- **NOTE: Special Roll Over Hours Terms - Any Professional Service Hours not used in the current contract year can be rolled to the next year and used in that year for a maximum of 135 hours in any given year. Any Professional Service Hours remaining at the end of this SOW expire.**

PRICING AND INVOICE SCHEDULE

Origami’s compensation for Implementation fees shall be contingent upon the satisfactory completion and Enterprise Service’s written acceptance of the milestones as set forth below (provided that Enterprise Services may only reject a milestone if such milestone has not been completed in accordance with this SOW *and Exhibit B1 - Requirements*, and if Enterprise Services does not accept or reject any milestone within 30 days of written notice from Origami, it shall be deemed accepted). The Contractor will not receive five percent (5%) of the Implementation fees from Enterprise Services until sixty (60) days after the final written acceptance by Enterprise Services of Service Implementation.

Project Phase Milestone/Deliverable	Milestone Payment	5% Holdback	Total Amount
100% of Year 1 License Fees <i>Invoiced upon Contract execution, due 30 days after Contract execution date</i>	\$115,670	\$0	\$115,670
33% of Year 1 Hosting Fees <i>Due three months after Contract execution date</i>	\$28,000	\$0	\$28,000
33% of Year 1 Hosting Fees <i>Due six months after Contract execution date</i>	\$28,000	\$0	\$28,000
33% of Year 1 Hosting Fees <i>Due nine months after Contract execution date</i>	\$28,000	\$0	\$28,000
Upon completion of incident/claims screen design to support Client’s desired screens and fields	\$13,181	\$694	\$13,875
Upon completion of configuring Interfaces, Imports & Extracts listed in the SOW	\$10,925	\$575	\$11,500
Convert Legacy System [Ventiv iVos] - due upon conversion of data from Ventiv iVos system	\$14,060	\$740	\$14,800
Completion of On-site Training (travel costs included for up to 2 on-site trips for 2 Origami team member’s attendance)	\$7,400	\$0	\$7,400
Remaining implementation fees due upon the earlier of System Go-Live or 12 months from contract execution <i>Invoiced upon Go-Live date, due 30 days after Go-Live date</i>	\$82,184	\$4,326	\$86,510
Upon Go-Live - 135 hours of Professional Support	\$24,975	\$0	\$24,975
5% holdback due 60 days after final written acceptance of Implementation			
YEAR 1 TOTAL			\$358,730

During the Implementation, contingency amount no greater than twenty percent (20%) of Implementation Fee, or \$26,017 shall be reserved for circumstance not predictable or foreseeable at the time of Contract execution (“Implementation Contingency”). If Client requires a change to the requirements detailed in *Exhibit B1 – Requirements* and Implementation services detailed in this SOW, Client and Origami will mutually agree in writing on the reasonable compensation adjustment without execution of a Contract amendment. After Implementation is complete, additional services can be purchased through an addendum to this Contract. All fees are subject to State Sales Tax, where applicable.

Annual Subscription Fees

Payments for Year 2 through Year 10 are due on the respective anniversary dates of the Contract. Years 6 through 10 will consist of the same fees as Year 5 plus any increase contemplated by Section 3 of the Contract.

	Year 2	Year 3	Year 4	Year 5
Basic Licensing				
2 Full Users (System Administrators)	\$2,000	\$2,000	\$2,000	\$2,000
28 Claims Adjusting Users	\$60,750	\$60,750	\$60,750	\$60,750
Enterprise Grant Access Licenses for up to 5,000 grants per year	\$10,000	\$10,000	\$10,000	\$10,000
316 Light Users (Agency Staff - access to their agency's Data only)	\$37,920	\$37,920	\$37,920	\$37,920
Additional Features Licensing				
60 Professional Support Hours per year	\$11,100	\$11,100	\$11,100	\$11,100
2 interfaces - Law manager; DES Financial/payment processing	\$5,750	\$5,750	\$5,750	\$5,750
Infrastructure Licensing	\$5,000	\$5,000	\$5,000	\$5,000
Hosting Fees for volume up to 200,000 incidents/claims & file attachment Hosting fees for up to 200 GB	\$84,000	\$84,000	\$84,000	\$84,000
TOTAL	\$216,520	\$216,520	\$216,520	\$216,520
Modification Requests Hourly Rate	\$185 /hour	\$185 /hour	\$185 / hour	\$185 / hour

If needed, additional services can be purchased through an addendum to this contract. All fees are subject to State Sales Tax, where applicable.

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 for up to 200,000 Claims / Incidents = \$80,000

- Annual fee for storage of 200,001-300,000 Claims / Incidents = \$95,000

- Annual fee for storage of 300,001-400,000 Claims / Incidents = \$110,000

- Current annual fee for storage includes 150GB 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 above. 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.

Changes in Number of Users

Client may increase or decrease the number of User licenses under this SOW at any time upon written notice to Origami in accordance with Section 6.2 of the Contract; *provided* that for Year 1 through Year 3 in no event will the aggregate license fees decrease below ninety percent (90%) of the aggregate fees payable for all licenses as set forth in this SOW as of the date of execution; and *provided further* that for Year 4 through Year 10 in no event will the aggregate license fees decrease below eighty percent (80%) of the aggregate fees payable for all licenses as set forth in this SOW.