City of Jacksonville, Florida

Lenny Curry, Mayor

Jacksonville Fire Rescue
515 N. Julia Street
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

August 1st, 2018

To: Gregory Pease, Chairman
Professional Services Evaluation Committee

From: Christel Burgos, EMS Billing Manager - JFRD

Kevin Stork, Comptroller - Administration and Finance

Subject: Contract # 7724-03: P-40-13
Advanced Data Processing

Request is made to amend Contract # 7724-03, P-40-13 between the City of Jacksonville and Advanced Data Processing (ADP) to: (i) exercise the final renewal option from October 1st, 2018 to September 30th, 2019, and (ii) increase the maximum indebtedness by $993,115.88 to a new not-to-exceed total maximum indebtedness of $4,883,547.55, and (iii) Revise the Scope of Services as follows:

> **P.3** "Self-pay accounts will be reviewed and worked by the BILLING AGENT as follows;
> **(a)** An initial statement will be sent to the patient after all patient demographic and insurance data sources have been researched. This should be within the three (3) day range of an account being entered in the billing system." Please **change to** "within <u>five (5)</u> days of an account being entered in the billing system".
> **(c)** "A minimum of two (2) statements will be sent…" **change to** *"A minimum of <u>three (3)</u> statements will be sent".*
>
> **O.2** "Unless otherwise instructed by the CITY, BILLING AGENT shall file a claim with the appropriate insurance carrier within three (3) working days after receipt of the necessary information to do so." Please ***add*** *"Necessary information includes, but is not limited to coding review and signature review where applicable by Federal Statutes.*

All other terms and conditions shall remain unchanged.

Your assistance in concurring with these recommendations is appreciated. If you have questions or need additional information regarding this request, please contract Christel Burgos at 630-2930.

Attachments: Contract # 7724-03: P-40-13
Amendments 1-4
Attachment "B" D'

EXHIBIT "D"

TO AGREEMENT BETWEEN
THE CITY OF JACKSONVILLE and
ADVANCED DATA PROCESSING, INC.

AMBULANCE BILLING SERVICES

P.3 "Self-pay accounts will be reviewed and worked by the BILLING AGENT as follows;
(a) An initial statement will be sent to the patient after all patient demographic and insurance data sources have been researched. This should be within the three (3) day range of an account being entered in the billing system." Please **change to** "within five (5) days of an account being entered in the billing system".
(c) "A minimum of two (2) statements will be sent..." **change to** *"A minimum of three (3) statements will be sent".*

O.2 "Unless otherwise instructed by the CITY, BILLING AGENT shall file a claim with the appropriate insurance carrier within three (3) working days after receipt of the necessary information to do so." Please ***add*** *"Necessary information includes, but is not limited to coding review and signature review where applicable by Federal Statutes.*

intermedix
an R1 company

August 3, 2018

Christel L. Burgos, CAC, CPC
EMS Billing Manager
City of Jacksonville | Jacksonville Fire & Rescue Dept.
515 Julia St. North
Jacksonville, Florida 32202

RE: Contract # 7724-03, Option to Renew

Dear Ms. Burgos:

Advanced Data Processing, Inc. (d/b/a Intermedix) requests to extend our current Ambulance Billing Services Agreement for EMS billing and collections with the City of Jacksonville, originally entered into on October 1, 2014 (the "Agreement"), with a renewal option for the period of 10/1/2018 – 9/30/2019. The Agreement shall, upon your signature below, extend through September 30, 2019.

Sincerely,

Brad Williams

Brad Williams,
SVP, CAO

Accepted: City of Jacksonville

By:_____

Title:_____

Date:_____

7724-03

SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
ADVANCED DATA PROCESSING, INC.
FOR
AMBULANCE BILLING SERVICES

THIS CONTRACT, made and entered into as of October 1, 2014 (the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (the "CITY"), and ADVANCED DATA PROCESSING, INC., d/b/a Intermedix, a Delaware corporation authorized to transact business in Florida with offices at 6451 North Federal Highway, Suite 1000, Ft. Lauderdale, FL 33308 (the "BILLING AGENT").

WHEREAS, in March 2014, the CITY issued a Request for Proposal No. P-40-13 (the "RFP") for certain ambulance billing services described in the RFP (the "Services"); and

WHEREAS, based on BILLING AGENT'S response to the RFP dated April 16, 2014 (the "Response"), the CITY has negotiated and awarded this Contract to BILLING AGENT;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Performance of Services.** The Services will be performed by BILLING AGENT as specified in Exhibit A to this Contract. The estimated percentage of the Services to be performed by subcontractors is 3.9%.

2. **Compensation**. BILLING AGENT will be paid by the CITY for the Services as follows: (i) 3.85% of net collections for non-Medicaid transport accounts; and (ii) $9.50 per Medicaid transport account. No other compensation, fee or expense will be paid for the Services.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed ONE MILLION SEVENTY FOUR THOUSAND SIX HUNDRED FIFTY NINE AND 00/100 DOLLARS ($1,074,659.00).

4. **Term.** The initial term of this Contract shall commence on the Effective Date and shall expire on September 30, 2015, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to four (4) additional one (1) year periods by (i) the CITY, it its sole discretion, upon written notice to BILLING AGENT at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

5. **Contract Documents.** This Contract consists of the following documents which, in case of conflict, shall have priority in the order listed:

- This document, including Exhibit A, as modified by subsequent signed amendments;
- Section 3 of the RFP (General Terms and Conditions of Agreement), a copy of which is attached as Exhibit B;
- Any Purchase Order issued by the CITY under this Contract; and
- The BILLING AGENT's Statement of Qualifications set forth on pages 38 through 78 of the Response, which is hereby incorporated by reference.

6. **Notices.** All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery method with receipt, to the following:

As to the CITY:

Gerald Behrendt, City Comptroller
City Hall at St. James, 3rd Floor
117 West Duval Street
Jacksonville, FL 32202 and

And

April Mitchell, JFRD Finance Manager
515 Julia Street
Jacksonville, FL 32202

As to the BILLING AGENT:

Brad Williams, Vice President-Finance
Advanced Data Processing, Inc.
6451 North Federal Highway, Suite 1000
Ft. Lauderdale, FL 33308

7. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Contract Manager is **Gerald Behrendt**, and the BILLING AGENT'S Contract Manager is **Teresa Perez**. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the BILLING AGENT. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. BILLING AGENT may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the CITY or by including such terms on a purchase order or payment document. BILLING AGENT acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

10. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Signature page follows immediately.]

Karen Bowling
Chief Administrative Officer
For Mayor Alvin Brown
Pursuant to
Executive Order No. 2013-04

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Alvin Brown
Mayor

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
CITY Contract Number: 7724-03

Form Approved:

_____
Office of General Counsel

ATTEST:

By _____
Signature

Teresa Agostinelli
Type/Print Name

Contracts Manager
Title

ADVANCED DATA PROCESSING, INC.

By _____
Signature

Michael Wallace
Type/Print Name

EVP, CFO
Title

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EXHIBIT "A"
TO AGREEMENT BETWEEN
THE CITY OF JACKSONVILLE and
ADVANCED DATA PROCESSING, INC.

AMBULANCE BILLING SERVICES

SCOPE OF SERVICES

The BILLING AGENT must possess and provide a copy to the CITY, all licenses and permits in compliance with City, State and Federal regulations to provide the services requested and must comply with any and all applicable Federal, State and Local laws, rules and regulations as the same exist and may be amended from time to time.

In addition, the BILLING AGENT shall:

A. Be able to assign the billing patient(s) number(s) and list the number(s) in a designated field in the report. The number should correspond with the rescue incident number used by the Jacksonville Fire and Rescue Department (JFRD) on its Incident Report preceded by a two (2) digit number representing the calendar year and a two (2) digit suffix to designate the number of patients assigned to the incident. (i.e. 08067951-01)

B. Have a computer system with the capability to transmit, receive and support transmission via electronic media specified by the institutions for the following tasks:
    1. Post payments received from the bank on a daily basis
    2. Turn over delinquent accounts to a collection agency designated by CITY.
    3. Post payments received from primary and secondary collections agencies.
    4. Receive the ambulance report via electronic download daily unless otherwise instructed by the CITY from the JFRD. The BILLING AGENT must be able to adapt to changes in the CITY's format that may occur from time to time.
    5. Submit claims on a daily basis via electronic transmissions where feasible, to Medicare, Medicaid, Commercial Insurance, self-pay patients, etc.
    6. Provide a minimum of three (3) personnel to support the billing cycles, provide customer service and in-house collections.
    7. Have the ability to send and receive information electronically via media specified by the CITY.
    8. BILLING AGENT must provide HIPAA compliant secure website(s) (a different site for each of the main hospital groups) for the CITY, the BILLING AGENT and the hospitals to transmit and receive data from each other.
    9. BILLING AGENT must provide a secure access via the Web to allow the designated CITY Administrators access to real time billing information and payment information for quality management purposes.

C. Present samples of documentation as written proof of validated optimum data transmission speeds, security / encryption license, written validation on HIPAA secure websites and copy of most current SSAE 16 Report (FKA SAS 70).

D. Provide the following prior to the implementation date:
    1. Proof of compliance with and certification (audit) of HIPAA HITECH standards.
    2. Proof of compliance with and certification (audit) of HIPAA HITECH standards on an annual basis prior to any contract renewal.

3. All necessary forms, postage, and supplies to support the billing cycles, receivables, and transmittal of all lock box receipts.
4. All postage, including overnight when necessary, for all correspondence between the billing company and the City that is necessary to support the billing process.

NOTE: Additional cost increases in the normal course of business such as postage shall not be passed along to the CITY during the current year of the agreement.

E. Disclose present back-up procedures for daily, weekly and monthly backups, off-site storage locations and the safeguarding of the database information. Disclose contingency plans for disaster recovery for various states of emergency to include those that are natural as well as man-made.

F. Provide, within thirty (30) days after termination of the contract and at no cost to the CITY, a detailed listing of all accounts and continue to provide the CITY General Accounting Division (GAD) maintenance for the life of the credit file (7 years) on every account processed by them; including but not limited by the following:
   1. Posting payments received from the primary and secondary insurance and payments received from the collection agencies designated by CITY to the individual's account.
   2. Re-submitting of claims and patient invoices when necessary.
   3. Turning over billings to a collection agency designated by the CITY as needed.

Note: These services are part of the daily routine of the billing cycle, therefore in the normal cost.

G. At the CITY's discretion, the BILLING AGENT, at no cost to the CITY, shall convert all active and inactive files from the prior billing company to their prospective format as required (prior to the life of the credit file or 7 years) and maintain such records as specified by the CITY, with updates as needed on an on-going basis in accordance with the contract requirements.

H. Exemplify desirable current communication technologies and systems in regards to the billing/collection process with the insurance carriers as well as with the patients. Accepting current forms of payments including credit card and check payments by phone and online.

I. Develop / provide a matrix of quality measurements the CITY can expect from the BILLING AGENT. A monthly quality compliance report shall be produced indicating how monthly results and performance (Quality levels) measures with the established goals and standards (timelines, error rates, etc.) ranked. This includes a matrix breakdown by report author, by reimbursement percentage and why the account was denied payment. This report or matrix will be due to the CITY no later than the 15th of each month. The BILLING AGENT will meet with the CITY at the CITY's location to discuss and review billing issues.

J. Undertake processing of third party reimbursement through information provided on the rescue report, medical records or from information the patient provided after the initial billing. The BILLING AGENT shall be solely responsible for obtaining all necessary patient demographics and insurance information necessary for billing purposes. The BILLING AGENT shall utilize multiple sources, including but not limited to the patient care report, hospital information, patient correspondence, etc. The CITY at a minimum, will attempt to obtain name and Date of Birth. However, failure to obtain this information does not relieve the BILLING AGENT of their responsibility as stated above.

K. Provide a quarterly list of the electronic data connection and interface summaries with each of the CITY's destination hospitals, along with samples of each download, or connection data.

L. Provide accurate coding of procedures and diagnosis as well as correlation of documentation. NOTE: The BILLING AGENT shall be responsible for any penalties or charges due to miss-coding of data.

M. Periodically, at least every six (6) months, in accordance with Chapter 123 of the City of Jacksonville Ordinance Code, the BILLING AGENT shall make recommendations in writing to the Chief of Rescue regarding any changes to the fee schedule that may be needed. The BILLING AGENT shall give advice on changes in statutory insurance, commercial insurance and / or law that may affect the methodology of the billing process (i.e. procedures, procedure codes and fees, etc.) this should also be in writing to the Chief of Rescue. In all cases, the BILLING AGENT shall be in compliance with all statutory changes that may occur.

N. Produce an initial claim to process Indigent/Charity patient(s) within the normal processing time established after receiving the rescue report and adjust in accordance with Chapter 158.302 of the City of Jacksonville Ordinance Code. The BILLING AGENT shall provide a monthly report, in Microsoft Excel format, to the JFRD as well as the Finance Department GAD of the CITY detailing the number of indigent patient claims processed or canceled, as well as all other related information or statistics as deemed necessary by the CITY.

O. Undertake frequency of Billing as follows:
   1. Submit claims to Medicare, Medicaid, and third party payers on a daily basis via electronic transmission where applicable.
   2. Unless otherwise instructed by the CITY, BILLING AGENT shall file a claim with the appropriate insurance carrier within three (3) working days after receipt of the necessary information to do so.
   3. Provide a toll free telephone number and e-mail address that is specifically for City of Jacksonville accounts and place that phone number and e-mail address on all statements directly under the balance of the account, and at the top of each statement.
   4. Display account payment and balance information on the patient accounts.

P. Provide in-house collections including but not limited to the following:
   1. Third - party payers shall be monitored for payments. Follow up shall occur if payment is not received within forty-five (45) days of the billing date
   2. If payment from the third-party is not received within forty-five (45) days, the payment is sought from the patient via the self-pay billing process outlined below.
   3. Self-pay accounts will be reviewed and worked by the BILLING AGENT as follows:
      a) An initial statement will be sent to the patient after all patient demographic and insurance data sources have been researched. This should be within the seven (7) day range of an account being entered into the billing system.
      b) Additional statements will be sent to the patient every thirty (30) days from the last patient statement date or last claim filed date, whichever is later, until such time as the account is paid in full or turned over to the CITY designated collection company.
      c) A minimum of two (2) statements will be sent to a patient before an account is considered to be turned over to the CITY designated collection company. The exception to this requirement is when there is a bad address on the account, or there is good reason to believe that the account will not be paid. In this case, the account will be considered for collections sooner.
      d) The final patient statement will contain language indicating that the account will be sent to collections within thirty (30) days if a payment or payment arrangement is not made.
      e) Patient accounts one hundred, twenty (120) days old will be reviewed and sent to the CITY'S designated collection company each month. Accounts with a last

patient statement or claim filing date more than thirty (30) days from the current date, that have a bad address, or have been identified as an account that will not pay will be selected.

f) Prior to turning patient accounts over to collections, each account will be reviewed as follows:
   1. Patient demographic and insurance information will be rechecked with the receiving hospital.
   2. Where a valid phone number exists, a phone call to the patient to receive updated demographic and insurance information or to get the patient set up on a payment plan will be made.
   3. The accounts will be reviewed with the BILLING AGENT'S patient advocate and a representative of the CITY, to see if any additional errors or information can be identified.
   4. If patient demographics change, insurance changes or account processing concerns are found during the pre-collection review process, the account will be removed from the current month's collection file. Otherwise, the account will be sent to the CITY designated collection agency
   5. If during the process outlined in above subsections f3 and f4 changes are found, then patient account shall reset in the billing process to the beginning of section "P". This is to protect the patient from errors beyond their control, or the CITY's, in not obtaining correct information at the time of contact, and preventing unnecessary collection turnovers. This herein will be referred to as the "Reset Clause".

Q. The BILLING AGENT shall report recovery from the collection agencies (primary and secondary) on a monthly basis. In addition, the BILLING AGENT shall report monthly, to the collection agency and the CITY, all collections it has received on billings that have been turned over to the collection agency.

R. Keep an unmatched filing system of any payment unable to post with copies of the checks and back up. A monthly report of unmatched payments shall be generated and provided to the CITY.

S. Provide the CITY with all management reports currently supplied, transmitted electronically by the 10th business day of the following month as well as any additional ad hoc reports requested by the JFRD or the GAD; within five (5) business days of request.

T. Re-invoice and re-file claims as needed to insurance carriers for the CITY designated collection agencies for the life of the credit file - seven (7) years.

U. Maintain a daily filing system for all deposits control sheets intact with the original (E.O.B.) unless otherwise instructed by CITY.

V. Maintain accounts in the database system for the life of the account and recall / retrieve any account when requested by the CITY and or collection agency.

W. Be the single point of contact (patient advocate) for all billing and billing related complaints.
   1. The BILLING AGENT shall maintain a patient advocate on site at a location determined by the CITY, which is currently at JFRD Headquarters.
      a. The patient advocate will report to the BILLING AGENT and a "designated official" as determined by the Division Chief of Rescue. The patient advocate will follow the 8:00 a.m. - 5:00 p.m. CITY work schedule
      b. The work duties of the patient advocate will be determined jointly between the

BILLING AGENT and the JFRD. Such duties will be in writing and signed off by both parties.

X. Submit in writing to CITY all overpayments and identified refunds no later than forty-five (45) days from the time the overpayment was made. A report of all identified refunds will be sent to the CITY'S GAD, the JFRD Financial Director and the Division Chief of Rescue on a monthly basis.
   1. The BILLING AGENT shall submit (along with the identified refund due), all necessary research and documentation the CITY needs to process and pay said refund.
   2. The BILLING AGENT will record the check number and date of refund (as provided by the CITY), to the patient account.

Y. Comply with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996. Subtitle F - Administrative Simplification, Sections 261, et seq., as amended ("HIPPA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the billing service provided. In conformity therewith, it will:
   1. Not use or further disclose PHI except as permitted by the CITY or required by Law.
   2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this agreement.
   3. Mitigate, to the extent practicable, any harmful effect that is known to the BILLING AGENT of a use or disclosure of PHI by the BILLING AGENT in violation of this agreement.
   4. Report to CITY any use or disclosure of PHI not provided for by this agreement of which the BILLING AGENT become aware.
   5. Ensure that any agents or sub-BILLING AGENT's to whom the BILLING AGENT provides PHI or who have access to PHI agree to the same restrictions and conditions that apply to the BILLING AGENT with respect to such PHI.
   6. Make PHI available to CITY and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request by the CITY regarding the individual.
   7. Incorporate any amendments to PHI when notified to so by the CITY.
   8. Provide an accounting of all uses or disclosures of PHI made by the BILLING AGENT as required under the HIPAA privacy rule within sixty (60) days.
   9. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining BILLING AGENT's and the CITY's compliance with HIPAA.
   10. At the termination of the Agreement, return all PHI created or received by the BILLING AGENT on behalf of the CITY and if return is infeasible, the protections of this agreement will extend to such PHI.
   11. Prepare and present for approval "Business Associate" agreement in accordance with HIPPA guidelines.

Z. Comply with the following among the specific uses and disclosures of PHI that may be made by the BILLING AGENT on behalf of the CITY:
   1. The preparation of invoices to patients, carriers, insurers and other responsible for payment or reimbursement of the services provided by the CITY to its patients.
   2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
   3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by the CITY to its patients or to appeal denials of payments for same.

The BILLING AGENT on behalf of the CITY shall enclose a copy of the CITY's Privacy Notice with the initial statement mailed to the patient.

AA. Ensure that all medical billing coders are certified as professional coders by a nationally recognized accreditation / certification organization (i.e. The National Academy of Ambulance Coding) and provide written verification of such.

BB. Comply with all applicable laws, rules and regulations pertaining to the 2003 Fair and Accurate Credit Transactions Act, to include but not limited to the Federal Trade Commissions "Red Flag Rules". This is to include all revisions and updates since the 2003 law passage as it pertains to creditors, billing agencies, covered entities, fire and rescue agencies, EMS agencies, ambulance services, etc. Under the Red Flag Rules, BILLING AGENT acknowledges its obligations as your Business Associate under the requirements of the Identity Theft Red Flag Rules promulgated under the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules") found in 16 C.F.R. Part 681. In accordance with these obligations, BILLING AGENT agrees:

1. To ensure that activities are conducted in accordance with reasonable policies and procedures designed to help detect, prevent, and mitigate the risk of identity theft.
2. To have in place policies, procedures, and training to help detect relevant Red Flags that may arise in the performance of services on CITY's behalf.
3. To use reasonable efforts to help ensure that any agent or third party who performs services on BILLING AGENT'S behalf in connection with CITY accounts, including a sub-BILLING AGENT, agrees to implement reasonable policies, procedures, and training designed to help detect, prevent, and mitigate the risk of identity theft.
4. To alert CITY to any red flag incident of which BILLING AGENT becomes aware and the steps BILLING AGENT takes to mitigate any potential security compromise that may have occurred and provide a report of any threat of identity theft as a result of the incident.

CC. Provide support to the CITY for all EMS billing audits and other administrative and judicial proceedings relating to the BILLING AGENT's scope of services including, but not limited to, the following:

1. Account information via electronic medium including PCR information that has been captured into the billing system.
2. Transaction history.
3. Explanation of benefits (EOB) images.
4. Documentation supporting services provided, including level of service.
5. Non-legal review of accounts being audited to assist CITY in properly analyzing auditors' findings including, but not limited to researching, investigating, identifying and verifying recipients of services, claims for reimbursement, and payments received.
6. Providing CITY with detailed explanations and justifications of claims submitted and levels of services, in a format as specified by CITY; review of all explanations and justifications by the BILLING AGENT's compliance officer, a senior coder, and BILLING AGENT personnel having a previous or current certification of paramedic, or higher, and having EMS experience.
7. Participation in discussions to facilitate the audit process and ultimate resolution.
8. Allowing on-site access to CITY and/or audit personnel, as necessary, for the review of documentation and billing processes.
9. Cooperation with any administrative or judicial proceeding including, but not limited to, providing testimony and responses to discovery requests.

DD. Certify that all patient billing /collection and report information will be on one database platform. Should the BILLING AGENT change hardware or software platforms, the BILLING AGENT shall

be responsible for movement and /or conversion of the data to the updated platform at no additional cost to the CITY.

EE. The BILLING AGENT shall be responsible for furnishing training to all appropriate COJ personnel on issues regarding HIPAA compliance, Medicare/Medicaid requirements, PCR documentation, refund/write-off considerations and requirements and other such related issues regarding billing for ambulance service. The BILLING AGENT shall furnish sufficient staff to provide and/or participate in training programs for COJ personnel on a quarterly basis or as requested by the COJ for the training of newly hired and/or reassigned personnel within the COJ.

FF. The BILLING AGENT shall provide annual continuing education modules for use with field personnel on data collection and report writing. Continuing education shall be accomplished either on-site or through a web-enabled learning system.

GG. The BILLING AGENT shall on a monthly basis screen their workforce members and sub-contractors through the U.S. Department of Health and Human Services' List of Excluded Individuals and Entities (LEIE) database. No persons on the LEIE may be permitted to work under this agreement.

HH. If the BILLING AGENT's work is subsequently audited by any Federal or State Agency or private insurance company and prior billings are deemed to have been made in error, with or without BILLING AGENT's negligence, resulting in return of receipts by the CITY and/or fines and penalties against the CITY, the BILLING AGENT shall be fully responsible for payment of said fines and penalties.

EXHIBIT "B"
TO AGREEMENT BETWEEN
THE CITY OF JACKSONVILLE and
ADVANCED DATA PROCESSING, INC.

AMBULANCE BILLING SERVICES

GENERAL TERMS AND CONDITIONS OF AGREEMENT

[Attach Section 3 of RFP, consisting of 16 pages]

(End of Section 2)

Section 3

General Terms and Conditions of Agreement

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3.46 Governing State Law/Severability/Venue/Waiver of Jury Trial
3.47 Construction

3.1. **Provision of Services.** Contractor shall provide Buyer with all of the services and deliverables described in the RFP, the Response and the resulting Contract (collectively, the "Services"). If any services, functions or responsibilities are not specifically described in the RFP, the Response or the resulting Contract but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

3.2. **Relationship of the Parties.** In performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of Buyer. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

3.3. **Buyer's Right to Make Changes.** Buyer may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract. Buyer will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

3.4. **Service Warranties.** Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with Buyer for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by Buyer shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well.

The foregoing warranties and covenants shall not apply (i) with respect to any portions of the Service that have been produced by anyone other than Contractor or its subcontractors; (ii) to any modifications made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent; or (iii) to any use of the Service in a manner or for any purpose other than those contemplated in the Contract. **EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S WARRANTIES EXTEND SOLELY TO BUYER.**

3.5. **Buyer Will Assist Contractor.** At Contractor's request, Buyer will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. Buyer will also designate a Contract Manager who will, on behalf of Buyer, work with Contractor and administer the Contract in accordance with its terms.

3.6. **Location Requirements for Services.** Unless otherwise stated in the RFP or the Response, the majority of the Services shall be performed within Duval County, Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if Buyer determines, in its sole discretion, that the restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract.

3.7. **Use of Subcontractors; Flow-Down Provisions.** Except to the extent the use of subcontractors is disclosed in the Response or consented to in writing by Buyer, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual

property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

3.8. **Meetings and Reports.** Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by Buyer and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as Buyer reasonably requests.

3.9. **Ownership of Works.**

(a) As used in Sections 3.9 and 3.10, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract.

(b) With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in Section 3.10 below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Contractor specifically for Buyer in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation.

(c) Each Work, and any portion thereof, shall be a "work made for hire" for Buyer pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Buyer, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Contractor acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect or evidence Buyer's ownership of the Work.

3.10. **Intellectual Property.**

(a) Contractor grants to Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to Buyer) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the

Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should Buyer, or any third party obtaining such Work through Buyer, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at Buyer's and such third party's sole risk.

3.11. **Software Development Processes and Standards**. To the extent any software is developed, modified, or otherwise procured under the Contract, Contractor will use commercially-accepted software development and documentation processes and standards.

3.12. **Limitation of Warranty for Buyer-Furnished Software.** In lieu of any other warranty expressed or implied herein, Buyer warrants that any programming aids and software packages supplied for Contractor use as Buyer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by Buyer from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should Buyer furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify Buyer and supply documentation regarding any defects and their effect on progress on the Contract. Buyer will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the Buyer-furnished property in accordance with the procedures provided for in Section 3.3 above ("Buyer's Right to Make Changes").

3.13. **Loss of Data.** If any Buyer data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer in the manner and on the schedule set by Buyer. This remedy shall be in addition to any other remedy Buyer may be entitled to by law or the Contract.

3.14. **Purchase Orders.** If the Contract requires a Service to be ordered by Buyer via purchase order, Contractor shall not deliver or furnish the Service until a Buyer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by Buyer directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Buyer.

3.15. **Best Pricing for Comparable Services to Other Government Entities**. Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of the Contract ("Better Pricing"), then the price under the Contract shall be immediately reduced to the better price. Buyer may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.

3.16. **Invoicing and Payment.**

(a) Unless otherwise specified in the RFP, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. Buyer may require any other information from Contractor that Buyer deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. Buyer does not pay service charges, interest or late fees unless required by law.

(b) To the extent Contractor's fees include reimbursement for travel or travel- related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, and Jacksonville Ordinance Code.

(c) Buyer's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

3.17. Taxes. Buyer is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to Buyer.

3.18. Right of Setoff. Buyer may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by Buyer (or any other local government entity or authority located in Duval County, Florida) against Contractor.

3.19. Retention of Records / Audits.

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring its photocopying equipment if Buyer so desires.

(d) Contractor must comply with and cooperate in any audits or reports requested by Buyer, and must ensure that all related party transactions are disclosed to the auditor.

(e) Contractor must permit Buyer to interview any of Contractor's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Contractor's, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.

(i) Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

3.20. Indemnification. Contractor and its subcontractors (individually or collectively referred to as the "Indemnifying Parties"), shall hold harmless, indemnify, and defend City and City's officers, directors, employees, representatives and agents (individually or collectively referred to as the "Indemnified Parties") from and against:

A. General Tort Liability, including without limitation any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons (including death) or damage to property, arising out of or incidental to the Indemnifying Parties' performance of the Contract or work performed hereunder; and

B. Environmental Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees), arising from or in connection with (a) the Indemnifying Parties' actions or activities under the Contract that result in a violation of any environmental law, ordinance, rule or regulation or that leads to an environmental claim or citation or to damages due to the Indemnifying Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with the Contract by the Indemnifying Parties at any time on or prior to the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Indemnifying Parties. City will be entitled to control any remedial action and any legal proceeding relating to an environmental claim; and

C. Intellectual Property Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees), arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right and will pay all costs (including, but not limited to attorney's fees and court costs), damages, charges and expenses charged to the Indemnified Parties by reason thereof. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an

infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to City, so that the Service or product is non-infringing; and

D. Violation of Laws Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

E. Liability from Breach of Representations, Warranties and Obligations, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the Indemnifying Parties in connection with the Contract or in any certificate, document, writing or other instrument delivered by the Indemnifying Party, or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in the Contract or any other certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to the Contract. **The indemnifications in this Section 3.20 are separate and apart from, and are in no way limited by, any insurance provided pursuant to the Contract or otherwise. This Section 3.20 shall survive the expiration or termination of the Contract.**

To the extent an Indemnified Party exercises its rights under this Section 3.20, the Indemnified Party will (1) provide reasonable notice to Contractor of the applicable claim or liability, and (2) allow Contractor to participate in the litigation of such claim or liability (at Contractor expense) to protect its interests. Each Party will cooperate in the investigation, defense and settlement of claims and liabilities that are subject to indemnification hereunder, and each Party will obtain the prior written approval of the other Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed or conditioned.

3.21 Insurance. Without limiting its liability under the Consultant, Contractor 'Contractors and its subcontractors shall procure prior to commencement of work and maintain at their sole expense, during the term of the Contract, insurance of the types and in the minimum amounts stated below

SCHEDULE	LIMITS
Workers Compensation	Florida Statutory Coverage
Employer's Liability	$100,000 Each Accident
(including appropriate Federal Acts)	$500,000 Disease Policy Limit
	$100,000 Each Employee/Disease

The Contractor insurance shall cover the Contractor (and to the extent its subcontractors and sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability (including premises operations and blanket contractual liability) Personal Injury	$2,000,000 General Aggregate $2,000,000 Products/Comp Ops Agg $2,000,000 Personal/Advertising $1,000,000 Each Occurrence $50,000 Fire Damage $5,000 Medical Expenses

(ISO Form CG0001 as filed for use in the State of Florida without any restrictions endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

(City shall be named as an additional insured under all of the above Commercial General Liability Coverage.)

Automobile Liability (all automobiles: owned, hired or non-owned)	$1,000,000 Combined Single Limit

ISO Form CA0001 as filed for use in the State of Florida without any restrictions endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability	$1,000,000 per Claim or Occurrence Agg.

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of the Contract and with a three year reporting option beyond the annual expiration date of the policy.)

Valuable Papers & Records	$100,000 per Occurrence
Cyber Liability	$1,000,000 per Occurrence

(Cyber Liability including but not limited to cover the costs of theft, destruction or unauthorized use of electronic data through computer viruses and network intrusions. It also costs if third party information is breached, such as consumer credit card accounts, etc..)

Employee Fidelity	$1,000,000 per Loss

Contractor's Insurance Primary. The insurance provided by the Contractor for shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or City's member, official, officer or employee.

For any insurance coverage required hereby-SERVICE BROKER may use a self-insurance program, provided such program has received prior written approval of City.

Deductible or Self-Insured Retention Provisions. Except as authorized in this agreement, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a self-insurance, deductible or self-insured retention. If there is any self-insurance, deductible or self-insured retention for any required insurance, the Contractor shall be responsible for paying on behalf of the City. And any other person or organization Contractor has, in this Agreement, agreed to include as an insured for the required insurance, any self-insurance, deductible, or self-insured retention allowed under this paragraph. **The City will not be responsible for any self-insurance, deductibles or self-insured retentions under this agreement.**

Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this RFP/Agreement shall not limit the liability of the Contractor, or its Subcontractors or Sub-subcontractors, employees or agent to Owner or others. Any remedy provided to City or City's members, officials or employees shall be in addition to and not in lieu of any other remedy available under this RFP/Agreement or otherwise.

Each policy shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of City. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Prior to commencing any Services, Certificates of Insurance approved by City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to City. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal shall be effective until thirty (30) days after receipt of written notice by the City. In the event the carrier is unwilling to provide thirty (30) days' notice, Contractor shall be responsible to provide thirty (30) days' notice of cancellation, non-renewal and changes in terms and conditions are provided to the City.

Anything to the contrary notwithstanding, the liabilities of Contractor under the Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

Neither approval of nor failure to disapprove insurance furnished by Contractor shall relieve Contractor or its sub-contractors and sub-sub-contractors from responsibility to provide insurance as required by the Contract.

Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the CITY may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the CITY also be named as an additional insured.

3.22. **Buyer's Right to Suspend Work.** Buyer may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, Buyer shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

3.23. **Buyer's Right to Terminate for Convenience.** Buyer reserves the right to terminate the Contract at any time and for any reason by giving written notice to Contractor. If the Contract is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to the District after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate the Contract for convenience; it being understood that Buyer's payment for Services forms the consideration for Contractor not having this right. In the event of Buyer's termination of the Contract, Buyer (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section 3.26 below.

3.24. **Buyer's Remedies Upon Contractor Default.** Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to honor any other material term of the Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. Buyer may extend the 10-day cure period in its discretion.

In addition, the following shall constitute an immediate Event of Default with no right cure: (i) Contractor is found to have made a false representation or certification in its Response, or (ii) Contractor has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector.

Upon an "Event of Default" on the part of Contractor, Buyer will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any reprocurement costs and delay damages. The rights and remedies available to Buyer under the Contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience.

3.25. **Contractor Remedies Upon Buyer Default.** Buyer shall be in default if Buyer fails to honor any material term of the Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of Buyer's default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. **Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages.** The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

3.26. **Transition Services.** At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), Buyer may request Contractor to provide reasonable transition assistance services ("Transition Assistance"). Contractor shall provide such Transition Assistance until

such time as Buyer notifies Contractor that Buyer no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either Buyer itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by Buyer, those third parties shall cooperate with Contractor in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to Buyer. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Contractor charges to government entities for comparable services; provided however, that if Buyer terminates the Contract because of a breach by Contractor, then (i) the Transition Assistance shall be provided at no cost to Buyer, and (ii) Buyer will be entitled to any other remedies available to it under law. Contractor may withhold Transition Assistance after the Termination Date if Buyer does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Contractor in accordance with the invoicing and payment provisions of the Contract.

3.27. **Force Majeure, Notice of Delay, and No Damages for Delay.** Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a reasonable extension of time to perform; provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against Buyer. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

3.28. **No Waiver.** The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, Buyer's payment for the Services shall not release Contractor of its obligations under the Contract and shall not be deemed a waiver of Buyer's right to insist upon strict performance hereof.

3.29. **Qualification of Contractor Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors and agents performing work under the Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of Buyer and with all controlling laws and regulations relevant to the services they are providing under the Contract. Buyer may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor or agent furnished by Contractor. Buyer may refuse access to, or require replacement of, any personnel for reasonable cause.

Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of Buyer. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than Buyer.

As a condition to providing services to Buyer, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to Buyer upon request.

3.30. **Security Procedures.** Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida and Buyer in performance of the Contract. Buyer agrees that any security procedures imposed by Buyer specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

3.31. **Restrictions on the Use or Disclosure of Buyer's Information.** Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of Buyer. At Buyer's request, all information furnished by Buyer will be returned to Buyer upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on Buyer's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

3.32. **Protection of Contractor's Trade Secrets and Other Confidential Information.** All documents received by Buyer in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to Buyer. Buyer agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, Buyer may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

3.33. **Assignment.** Each party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of the Contract. Contractor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under the Contract without the prior written consent of Buyer. In the event of any assignment, Contractor shall remain liable for performance of the Contract unless Buyer expressly waives such liability. Buyer may assign the Contract with prior written notice to Contractor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Buyer.

3.34. **Notice and Approval of Changes in Ownership.** Because the award of the Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require Buyer's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of the Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner; (ii)

transfers associated with an initial public offering on the NYSE or NASDAQ markets; or (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

3.35. **Assignment of Antitrust Claims.** Contractor and Buyer recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Buyer. Therefore, Contractor hereby assigns to Buyer any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with the Contract.

3.36. **Equal Employment Opportunity.** The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to Buyer.

3.37. **Other Non-Discrimination Provisions.** As required by Section 126.404, Jacksonville Ordinance Code, Contractor represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of the Contract. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

3.38. **Prompt Payment to Subcontractors and Suppliers.** The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; provided however, if Contractor does not use JSEB or MBE subcontractors, as identified below, this Section 3.38 shall not apply:

(a) *Generally.* When Contractor receives payment from Buyer for labor, services or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from Buyer. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to the Buyer and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Buyer and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from Buyer. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by Buyer under the Contract within seven (7) business days after Contractor's receipt of payment from Buyer (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments

to Contractor, Contractor shall provide to Buyer, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's or MBE's from all prior payments Contractor has received from Buyer. Contractor shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's or MBE's, which payment has been made by Buyer to Contractor, Contractor shall return said payment to Buyer. Contractor shall provide notice to Buyer and to the certified JSEB's or MBE's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Buyer and said JSEB's or MBE's within five (5) calendar days after Contractor's receipt of payment from Buyer. Contractor shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's or MBE's within seven (7) business days shall be a breach of the Contract, compensable by one per-cent (1%) of the outstanding invoice being withheld by Buyer, not as a penalty, but as liquidated damages to compensate for the additional contract administration by Buyer.

(c) *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between Buyer and any subcontractor, supplier, JSEB or MBE or any third party or create any Buyer liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to Buyer. As a result of said breach, Buyer, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily late payment charge or the charges specified in said Chapter 126 of the Jacksonville Ordinance Code for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or MBE's, whichever is greater.

3.39. **Conflicts of Interest**. Contractor acknowledges that Section 126.112 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

3.40. **Contingent Fees Prohibited.** In conformity with Section 126.306, Jacksonville Ordinance Code: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona- fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, Buyer shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

3.41. **Truth in Negotiation Certificate**. Pursuant to Section 126.305, Jacksonville Ordinance Code, the execution of the Contract by Contractor shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where Buyer determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of the Contract.

3.42. **Compliance with Applicable Laws.** Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);

- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and
- All licensing and certification requirements applicable to performing the Services.

3.43. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. These purchases are independent of the agreement between Buyer and Contractor, and Buyer shall not be a party to such transactions.

3.44. **Warranty of Ability to Perform.** Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify Buyer in writing if its ability to perform is compromised in any manner during the term of the Contract.

3.45. **Warranty of Authority to Sign Contract.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

3.46. **Governing State Law/Severability/Venue/Waiver of Jury Trial.** The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

3.47. **Construction.** Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

(End of Section 3 - remainder of page intentionally left blank)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into between CITY OF JACKSONVILLE ("Covered Entity") and INTERMEDIX CORPORATION, a DELAWARE CORPORATION, on behalf of itself and its subsidiaries and affiliates ("Business Associate"), effective as of the date executed by both parties below (the "Effective Date").

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, an agreement or other documented arrangement (the "Underlying Agreement"), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and use Protected Health Information ("PHI") that is confidential under state and/or federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 ("HIPAA Regulations"); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary") (the "HITECH Act"); and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules"; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement.

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

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable unless otherwise defined herein.

2. Obligations of Business Associate.

a. Permitted Uses and Disclosures. Business Associate shall only Use or Disclose PHI for the purposes of (i) performing Business Associate's obligations under the Underlying Agreement and as permitted by this Agreement; or (ii) as permitted or Required By Law; or (iii) as otherwise permitted by this Agreement. Business Associate shall not Use or further Disclose PHI other than as permitted or required by this Agreement or as Required By Law. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that Business

Associate may Use PHI (i) for the proper management and administration of Business Associate; and (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506(c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that with respect to any such Disclosure either: (i) the Disclosure is Required By Law; or (ii) for permitted Disclosures when Required By Law, Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required By Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

b. Appropriate Safeguards. Business Associate shall implement administrative, physical and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity; and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this Agreement.

c. Compliance with Security Provisions. Business Associate shall: (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA.

d. Compliance with Privacy Provisions. Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

e. Duty to Mitigate. Business Associate agrees to mitigate any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

f. Encryption. To facilitate Business Associate's compliance with this Agreement and to assure adequate data security, Covered Entity agrees that all PHI provided or transmitted to Business Associate pursuant to the Underlying Agreement shall be provided or transmitted in a manner which renders such PHI unusable, unreadable or indecipherable to unauthorized persons, through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act. Covered Entity acknowledges that failure to do so could contribute to or permit a Breach requiring patient notification under the HITECH Act and further agrees that Business Associate shall have no liability for any Breach caused by such failure.

3. Reporting.

a. Security Incidents and/or Unauthorized Use or Disclosure. Business Associate shall report to Covered Entity a successful Security Incident or any Use and/or Disclosure of PHI other than as provided for by this Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure (but not later than five (5) days thereafter), in accordance with the notice provisions set forth herein. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity, and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Business Associate shall comply with the requirements of Section 3.b below.

b. Breach of Unsecured PHI. The provisions of this Section 3.b are effective with respect to the Discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, Use or Disclosure of Covered Entity's PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). If Business Associate Discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within thirty (30) days of the date Business Associate Discovers such Breach. Business Associate shall be deemed to have discovered a Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR § 164.410(c). Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach.

4. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this Agreement.

5. Rights of Individuals.

a. Access to PHI. Within ten (10) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. Subject to Section 5.b below, (i) in the event that any Individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate shall directly respond to such request in compliance with 45 CFR § 164.524; and (ii) in the event such request appears to be for a purpose other than a routine billing inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

b. Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an Individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such Individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the Individual so chooses, transmit such copy directly to an entity or person designated by the Individual. Business Associate may charge a fee to the Individual for providing a copy of such information, but such fee may not exceed Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an Individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

c. Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

d. Accounting Rights. This Section 5.d is subject to Section 5.e below. Business Associate shall make available to Covered Entity, in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 CFR § 164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such accounting must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs Covered Entity and Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

e. Accounting of Disclosures of Electronic Health Records. The provisions of this Section 5.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an Individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting Individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting Individual in the time and manner specified by the HITECH Act.

f. Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the Individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity shall also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6. Remuneration and Marketing.

a. Remuneration for PHI. This Section 6.a shall be effective with respect to exchanges of PHI occurring six (6) months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.

b. Limitations on Use of PHI for Marketing Purposes. Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (1) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501, and (2) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from time to time.

7. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

8. Minimum Necessary. To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

9. State Privacy Laws. Business Associate shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA or the HITECH Act.

10. Termination.

a. Breach by Business Associate. If Covered Entity knows of an activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, then Covered Entity shall promptly notify Business Associate.

With respect to such breach or violation, Business Associate shall take reasonable steps within five (5) days to cure such breach or end such violation. If such steps are either not possible or are unsuccessful, upon written notice to Business Associate, Covered Entity may terminate its relationship with Business Associate.

b. Breach by Covered Entity. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Covered Entity shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, Business Entity may terminate its relationship with Covered Entity.

c. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate shall continue to extend the protections of this Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized persons as specified in the HITECH Act.

11. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or confidentiality of PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this Agreement incorporating any such changes.

12. Effect on Underlying Agreement. In the event of any conflict between this Agreement and the Underlying Agreement, the terms of this Agreement shall control.

13. Survival. The provisions of this Agreement shall survive the termination or expiration of the Underlying Agreement.

14. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

15. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

16. Notices. All notices required or permitted under this Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to

time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery:

If to Covered Entity: _____
_____
_____
Attn: _____
Telephone no: _____
Facsimile no: _____

If to Business Associate: Intermedix Corporation
6451 N. Federal Highway, Suite 1000
Ft. Lauderdale, Fl 33308
Attn: Gregg Bloom, Chief Compliance Officer
Telephone no: 954-308-8702
Facsimile no: 954-308-8725

17. Business Associate recognizes that it must also comply with the Public Records Act, Chapter 119.

18. Business Associate will indemnify and hold Covered Entity harmless from any and all claims, damages, losses, or expenses, including but not limited to reasonable attorneys' fees, arising out of third party claims for breach of this Agreement, but only to the extent caused by the willful misconduct or negligent acts or omissions of Business Associate or its employees, agents, representatives, consultants or its subcontractors.

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

COVERED ENTITY

By: C. Ronald Belton
Name: C. RONALD BELTON
Title: Asst. to MAYOR / CFO
Date: 7/16/14

BUSINESS ASSOCIATE

By: Gregg Bloom
Name: Gregg Bloom
Title: Chief Compliance Officer
Date: May 2, 2014

Form Approved:
Office of General Counsel
By: [illegible]

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
1560 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323
Attn: FtLauderdale.CertRequest@marsh.com F:212-948-0512

101309-GAWU-PROF-14-15

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	St. Paul Mercury Insurance Company	24791
INSURER B :	Travelers Property Casualty Company Of America	25674
INSURER C :	Travelers Indemnity Company	25658
INSURER D :	Columbia Casualty Company	31127
INSURER E :		
INSURER F :		

INSURED
Intermedix Corporation/
Advanced Data Processing, Inc.
6451 North Federal Highway, Suite 1000
Fort Lauderdale, FL 33308

COVERAGES **CERTIFICATE NUMBER:** ATL-002962468-13 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			ZLP 15P51524	06/30/2014	06/30/2015	EACH OCCURRENCE	$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	250,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	2,000,000
	POLICY PRO-JECT X LOC							$	
B	AUTOMOBILE LIABILITY			BA 1A817433	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS			Owned Comp/Coll Ded. $1,000			BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS			Hired Comp/Coll Ded. $100/$1,000			PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR			ZLP 15P51524	06/30/2014	06/30/2015	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	5,000,000
	X DED RETENTION $ 10,000							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-1A837272	06/30/2014	06/30/2015	WC STATU-TORY LIMITS / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N / N/A						E.L. EACH ACCIDENT	$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	500,000
							E.L. DISEASE - POLICY LIMIT	$	500,000
D	Professional Liability			425573593	06/30/2014	06/30/2015	Each Claim or Proceeding		2,000,000
	Retro Date: 10/1/2002			SIR: $75,000			Aggregate		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Contract #: 7724-03

If required by written agreement for the Named Insured's work, the City of Jacksonville is included as an additional insured under the general liability insurance. The general liability policy includes a provision for a waiver of rights, but only if agreed to in a written agreement prior to loss and then only to the extent the Named Insured has agreed to waive its rights under such agreement. The general liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER

City Hall at St. James 3rd Floor
Attn: Gerald Behrendt, City Comptroller
117 West Duval Street, Suite 375
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Carmen Gordon

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101309-GAWU-PROF-14-15

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CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
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	HIRED AUTOS / NON-OWNED AUTOS			Hired Comp/Coll Ded. $100/$1,000			PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR			ZLP 15P51524	06/30/2014	06/30/2015	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	5,000,000
	X DED RETENTION $ 10,000							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-1A837272	06/30/2014	06/30/2015	WC STATU-TORY LIMITS / OTH-ER		
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							E.L. DISEASE - POLICY LIMIT	$	500,000
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	Retro Date: 10/1/2002			SIR: $75,000			Aggregate		2,000,000

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