

9924  
Amd 1

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
USIS, INC., d/b/a AMERISYS  
FOR  
WORKERS' COMPENSATION MANAGED CARE SERVICES**

**THIS FIRST AMENDMENT** to Agreement is made and entered into in duplicate this 14 day of NOV, 2014, retroactive to October 1, 2014 (hereinafter 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, (hereinafter the "CITY") and USIS, INC. d/b/a AMERISYS, a Florida profit corporation with principal offices at 220 South Ridgewood Avenue, Daytona Beach, Florida 32114 (hereinafter the "CONSULTANT"), for workers' compensation managed care services (hereinafter the "Project").

**WITNESSETH:**

**WHEREAS**, effective October 1, 2013, CITY and CONSULTANT made and entered into City of Jacksonville Contract No. 9926 (hereinafter the "Agreement"); and

**WHEREAS**, said Agreement has not been amendment previously; and

**WHEREAS**, said Agreement should be amended by exercising the first of four (4) one (1)-year renewal options so as to extend the period of service from October 1, 2014, through September 30, 2015, with three renewal options remaining upon terms mutually agreeable and by increasing the maximum indebtedness by \$334,649.00 to a new not-to-exceed total maximum indebtedness of \$664,067.00, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

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

2. Section 3.01 of said Agreement is amended in part by exercising the first of four (4) one (1)-year renewal options so as to extend the period of service from October 1, 2014, through September 30, 2015, with three renewal options remaining upon terms mutually agreeable, and as amended shall read as follows:

“3.01. The term of this Agreement shall become effective as of October 1, 2013, and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until September 30, 2015, unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days’ prior written notice to the other party to this Agreement. This Agreement may be renewed, in the sole discretion of CITY, for up to three (3) additional one (1) year periods upon terms and conditions mutually agreeable to the parties.”

3. Section 7.01.02. of said Agreement is amended by increasing the maximum indebtedness by \$334,649.00 to a new not-to-exceed total maximum indebtedness of \$664,067.00, and as amended shall read as follows:

“7.01.02. The maximum indebtedness of CITY for all fees, reimbursable items, or other costs for Services provided by CONSULTANT pursuant to this Agreement shall not exceed the sum of SIX HUNDRED SIXTY-FOUR THOUSAND SIXTY-SEVEN AND 00/100 DOLLARS (\$664,067.00) for the term of this Agreement.”

**SAVE AND EXCEPT** as expressly amended herein, the provisions, terms, and conditions of the Agreement shall remain unchanged and shall continue in full force and effect.

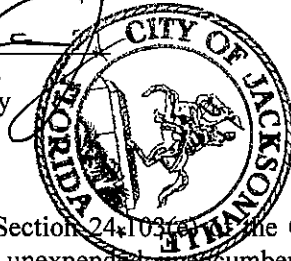
**[Remainder of page left blank intentionally. Signature page follows immediately.]**

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

ATTEST:

Karen Bowling  
Chief Administrative Officer  
For Mayor Alvin Brown  
CITY OF JACKSONVILLE  
Under Authority of:  
Executive Order No. 2013-04

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



By Alvin Brown  
Alvin Brown  
Mayor

In accordance with Section 24.103(a) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and that provision has been made for the payment of monies provided therein to be paid.

C. Ronald Belton  
Director of Finance  
CITY Contract Number: #9926; Amd #1

Form Approved:

James R. McCain, Jr.  
Office of General Counsel

WITNESS:

USIS, INC. d/b/a AMERISYS

By Leslie Whittemore  
Signature  
Leslie Whittemore  
Type/Print Name  
Executive Assistant  
Title

By Ron Warble  
Signature  
Ron Warble  
Type/Print Name  
Executive Vice President  
Title



# CERTIFICATE OF LIABILITY INSURANCE

BROWN-3

OP ID: SR

DATE (MM/DD/YYYY)

01/13/2014

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).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412	<b>Phone:</b> 386-252-9601 <b>Fax:</b> 386-239-5729	<b>CONTACT NAME:</b> SANDRA RAKAUSKAS #14009 <b>PHONE (A/C, No, Ext):</b> 386-239-5750 <b>FAX (A/C, No):</b> 386-323-9134 <b>E-MAIL ADDRESS:</b> SRAKAUSKAS@BBDAYTONA.COM													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Prop &amp; Cas of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER B : National Surety Corporation</td> <td>21881</td> </tr> <tr> <td>INSURER C : Charter Oak Fire Ins</td> <td>25615</td> </tr> <tr> <td>INSURER D : Travelers Indemnity</td> <td>25658</td> </tr> <tr> <td>INSURER E : XL Specialty Ins Inc.</td> <td>37885</td> </tr> <tr> <td>INSURER F : Executive Risk Indemnity</td> <td>35181</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Prop & Cas of Amer	25674	INSURER B : National Surety Corporation	21881	INSURER C : Charter Oak Fire Ins	25615	INSURER D : Travelers Indemnity	25658	INSURER E : XL Specialty Ins Inc.	37885	INSURER F : Executive Risk Indemnity
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<b>INSURED</b> BROWN & BROWN INC ETAL P O BOX 2412 DAYTONA BEACH, FL 32115															

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			TC2JGLSA9527B87414	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TC2JCAP9527B86214	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$			SUO00057895708	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		N/A	TC2OUB9517B58014	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below			TRKUB9518B76114	01/01/2014	01/01/2015	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	INS AGENTS E&O			ELU13229314	01/01/2014	01/01/2015	LIMIT 10,000,000
F	EMP DIS/FIDELITY			82220236	01/01/2014	01/01/2015	BLANKET 25,000,000

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

**CERTIFICATE HOLDER**

USIS002

USIS  
 5728 MAJOR BLVD SUITE 450  
 ORLANDO, FL 32819

**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

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