

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

THIS AGREEMENT is made and entered into in duplicate this 4 day of Nov., 2013, retroactive to October 1, 2013 (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, the CITY prepared a Request for Proposal (P-35-13) for professional services for the Project; and

WHEREAS, CONSULTANT submitted a proposal to CITY and was selected by CITY as the best and most qualified applicant; and

WHEREAS, CITY and CONSULTANT have negotiated mutually satisfactory terms for the execution of the Project; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, CITY hereby engages CONSULTANT for the Project in accordance with the following:

ARTICLE 1: Engagement of CONSULTANT:

1.01. CITY hereby engages CONSULTANT and CONSULTANT hereby accepts said engagement for the purpose of providing to CITY professional services for the Project as described in and according to the provisions of the "Scope of Services", attached hereto as **Exhibit A** (the "Services") and, by this reference, made a part hereof.

1.02. If any services, functions, or responsibilities not specifically described in this Agreement

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 in this Agreement and/or the Scope of Services. CONSULTANT shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services.

ARTICLE 2: Coordination and Services Provided by CITY:

CITY shall designate for the Services received a Project Coordinator who will, on behalf of CITY, coordinate with CONSULTANT and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto and made a part hereof. It shall be the responsibility of CONSULTANT to coordinate all Project-related activities with the designated Project Coordinator. CITY's Project Coordinator shall be Mitchell Perin, Financial and Administrative Manager, Risk Management Division. (Phone: 630-2929; Fax: 630-2913; Email : *mperin@coj.net*).

ARTICLE 3: Duration of Agreement, Termination and Default:

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, 2014, 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 four (4) additional one (1) year periods upon terms and conditions mutually agreeable to the parties.

3.02. Should either party default in its obligations under this Agreement, the non-defaulting party shall provide written notice to the defaulting party of the default. The defaulting party shall be given ten (10) business days from receipt of the notice of default (or any such other amount of time agreed to by the parties in writing) to remedy the default. If the default is not remedied within such time frame, the non-defaulting party may terminate this Agreement as provided in Section 3.01 hereof.

3.03. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, CITY may terminate this Agreement at any time in the event of loss of funding for any reason by giving CONSULTANT twenty-four (24) hours' oral notice with written confirmation following. In the event this Agreement is terminated, CONSULTANT shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination, reasonable costs, and fees associated with an orderly close-out of the work to the extent authorized in writing by CITY.

3.04. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, in the event of a default, the non-defaulting party shall be entitled to all available remedies at law or equity.

ARTICLE 4. Meetings and Public Hearings:

CONSULTANT must attend all meetings and public hearings relative to the Services being performed by it where its presence is determined to be necessary and requested by CITY and CONSULTANT can reasonably schedule its appearance.

ARTICLE 5: Delays:

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

ARTICLE 6: Suspension of Services:

CITY may suspend the performance of the Services rendered by providing five (5) days' written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, CONSULTANT shall resume the full performance of the Services when directed in writing to do so by the Project Coordinator. Suspension of Services for reasons other than CONSULTANT's negligence or failure to perform shall not affect CONSULTANT's compensation as outlined in this Agreement.

ARTICLE 7: Payments for Services of CONSULTANT:

7.01. CITY will compensate CONSULTANT for the Services rendered hereunder in accordance with the following terms:

7.01.01. CONSULTANT's professional fees under the terms of the Agreement shall be those contained in the "Contract Fee Summary", attached hereto as **Exhibit B** and made a part hereof by this reference, for the term of this Agreement. CONSULTANT's professional fees shall be billed monthly for Services provided the previous month using invoices and such other documentation satisfactory to CITY to allow and authorize payment. Each such invoice shall include the amount of payment requested, the amount previously paid, the total contract value, the percent completed since the last invoice, the total percent completed to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by CITY's Project Coordinator. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes. Payments shall be made within forty-five (45) days after CITY's receipt of said invoices or other documentation. To the extent that professional 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, *Ordinance Code*.

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 THREE HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED EIGHTEEN AND 00/100 DOLLARS (\$329,418.00) for the term of this Agreement.

7.02. CITY's obligations under this Agreement are contingent upon the availability of lawfully appropriated funds for the Project and this Agreement.

ARTICLE 8: Indemnity:

8.01. CONSULTANT, and without limitation its employees, agents, and sub-consultants

(individually or collectively referred to as the “Indemnifying Parties”), shall hold harmless, indemnify, and defend the City, including without limitation its officers, directors, employees, representatives, and agents (individually or collectively referred to as the “Indemnified Parties”) from and against:

8.01.01. 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 this Agreement or work performed hereunder; and

8.01.02. 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 the City so that the Service or product is non-infringing; and

8.01.03. 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

8.01.04. 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 this Agreement or in any certificate, document, writing, or other instrument delivered by the Indemnifying Parties pursuant to this Agreement or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in this Agreement or any other certificate, document, writing, or other instrument delivered by the Indemnifying Parties pursuant to this Agreement.

8.02. The indemnifications in Section 8.01 are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This Article 8 relating to indemnification shall survive the term of this Agreement and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

ARTICLE 9: Insurance:

9.01. Without limiting its liability under this Agreement, the CONSULTANT and its subconsultants shall procure and maintain at their sole expense during the term of the Agreement insurance of the types and in the minimum amounts stated below:

SCHEDULE

LIMITS

Workers' Compensation	Florida Statutory Coverage
Employers' Liability (including appropriate federal acts)	\$100,000 Each Accident
	\$500,000 Disease/Policy Limit
	\$100,000 Each Employee/Disease

CONSULTANT's workers' compensation insurance shall cover the CONSULTANT 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, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law where appropriate.

Commercial General Liability	\$2,000,000 General Aggregate
(including Premises Operations	\$2,000,000 Products/Comp. Ops Agg.
and Blanket Contractual Liability)	\$1,000,000 Personal/Advertising Injury
	\$1,000,000 Each Occurrence
	\$ 50,000 Fire Damage
	\$ 5,000 Medical Expenses

CITY shall be named as an additional insured under all of the above Commercial General Liability coverage. ISO Form CG0001 as filed for use in the State of Florida without any restrictive 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).

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

Professional Liability	\$1,000,000
-------------------------------	-------------

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 this Agreement and with a three year reporting tail beyond the annual expiration date of the policy.

9.02. Said insurance 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 work on the Project, Certificates of Insurance approved by CITY's Division of Risk Management evidencing the maintenance of the required 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 CITY.

9.03. Anything to the contrary notwithstanding, the liability of CONSULTANT under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverages. Neither approval of nor failure to disapprove insurance furnished by CONSULTANT shall relieve CONSULTANT or its subconsultants from the responsibility to provide insurance as required by this Agreement.

ARTICLE 10: Accuracy of Work:

10.01. In providing the Services under this Agreement, CONSULTANT, including its officers, employees, agents, and subconsultants, shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar Services. CONSULTANT shall be responsible for the accuracy of its work, including work by any subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of CONSULTANT or subconsultants at no additional compensation. Acceptance of the work by CITY shall not relieve CONSULTANT of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

10.02. At any time during the provision of Services under this Agreement or during any phase of work performed by others based on data furnished by CONSULTANT under this Agreement,

CONSULTANT shall confer with CITY for the purpose of interpreting the information furnished and/or correcting any errors and/or omissions made by CONSULTANT. CONSULTANT shall prepare all drawings or data to correct its errors and/or omissions without added compensation even though final payment may have been received therefor.

10.03. CONSULTANT shall be and remain liable in accordance with applicable law and shall indemnify, hold harmless, and defend CITY from all damages to CITY caused by CONSULTANT's breach of contract or its negligent performance of any Services under this Agreement. CONSULTANT shall not be responsible, however, for any time delays in the Project caused by circumstances beyond CONSULTANT's control.

ARTICLE 11: Nonwaiver:

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, CITY's payment for the services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

ARTICLE 12: Ownership of Documents and Equipment:

CONSULTANT agrees that upon completion of the services, all drawings, designs, specifications, renderings, notebooks, tracings, photographs, negatives, reports, findings, recommendations, software, source codes, data, and memoranda of every description arising out of or relating to the services rendered by CONSULTANT under this Agreement are to become the property of CITY, as well as all reference books, equipment, expendable equipment, and materials purchased with Project funds. The use of these materials in any manner by CITY shall not support any claim by

CONSULTANT for additional compensation. CONSULTANT shall have no liability to CITY for damages, claims, and losses, including defense costs, arising out of any use of the aforementioned documents for any purpose other than as set forth in this Agreement without the written authorization of CONSULTANT.

ARTICLE 13: Compliance with State and Other Laws/Licenses and Certifications:

In the provision of the Services, CONSULTANT must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law). Such laws, rules, regulations, and ordinances must also include, but are not limited to, obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement in the City of Jacksonville, State of Florida. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

ARTICLE 14: Non-Discrimination Provisions:

In conformity with the requirements of Section 126.404, *Ordinance Code*, CONSULTANT 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 this Agreement. CONSULTANT 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 this Agreement; *provided however*, that CONSULTANT shall not be required to produce for inspection records covering periods of time more

than one (1) year prior to the day and year first above written. CONSULTANT agrees that if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 14 shall be incorporated into and become a part of the subcontract.

ARTICLE 15: 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 CONSULTANT is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to CITY.

ARTICLE 16: Contingent Fees Prohibited:

In conformity with Section 126.306, *Ordinance Code*, CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement 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 CONSULTANT any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, CITY shall have the right to terminate this Agreement 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.

ARTICLE 17: Truth in Negotiation:

In conformity with Section 126.305, *Ordinance Code*, the CONSULTANT understands and

agrees that execution of this Agreement by the CONSULTANT shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 126.305, *Ordinance Code*, for professional services contracts over fifty thousand dollars (\$50,000.00). Pursuant to such certificate, the CONSULTANT hereby 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, the CONSULTANT agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the CITY determines the contract price was increased due to inaccurate, incomplete, or noncurrent 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 this Agreement.

ARTICLE 18: Independent Contractor:

In the performance of this Agreement, CONSULTANT shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of CITY. CONSULTANT shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized in the full performance of this Agreement.

ARTICLE 19: Retention of Records/Audit:

19.01. CONSULTANT must establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services, and all other documents in whatsoever form or format, including, but not limited to, electronic storage media (for purposes of this Article 19, hereinafter the "Records") sufficient to reflect all receipts and expenditures of funds provided by CITY under this Agreement.

19.02. CONSULTANT must retain the Records for a period of three (3) years after completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of six years, the Records shall be retained until resolution of the audit findings or any litigation which may be

based on the terms of this Agreement at no additional cost to CITY. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

19.03. Upon demand at no additional cost to CITY, CONSULTANT must facilitate the duplication and transfer of any Records during the required retention period in Section 19.02 hereof.

19.04. CONSULTANT must provide these Records at all reasonable times for inspection, review, copying, or audit by CITY.

19.05. At all reasonable times for as long as the Records are maintained, CONSULTANT must allow persons duly authorized by CITY to have full access to, and the right to examine, any of the Records, regardless of the form in which kept.

19.06. CONSULTANT, at its sole and exclusive cost and expense, must provide audits or reports as requested by CITY and must insure that all related party transactions are disclosed to the auditor.

19.07. CONSULTANT must comply and cooperate immediately with any inspections, reviews, and investigations deemed necessary by CITY.

19.08. CONSULTANT must permit CITY to interview any employees, subcontractors, and subcontractor employees of CONSULTANT to assure CITY of the satisfactory performance of the terms and conditions of this Agreement. Following such review, if performance of CONSULTANT is in the opinion of CITY deficient, CITY will deliver to CONSULTANT a written report of the deficiencies and request for development by CONSULTANT of a corrective action plan. CONSULTANT hereby agrees to prepare and submit to CITY said corrective plan within ten (10) days of receiving CITY's written report. Thereafter, CONSULTANT must correct all deficiencies in the corrective action plan within ten (10) days of CITY's receipt of the corrective action plan.

19.09. All reports, audits, and other information provided by CONSULTANT pursuant to this section shall contain the following statement: “The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury under Section 837.06, Florida Statutes.”

19.10. To the extent that CONSULTANT uses subcontractors in the performance of the Services under this Agreement or assigns this Agreement with prior CITY consent, CONSULTANT must include the aforementioned audit, inspections, investigations, and record keeping requirements in all subcontracts and assignments.

ARTICLE 20: Governing State Law/Venue/Severability:

The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

ARTICLE 21: Article Headings:

Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

ARTICLE 22: Construction:

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as “*Fortius Contra Proferentem*” shall not be applied to the interpretation of this Agreement.

ARTICLE 23: Successors and Assigns/Personal Liability:

CITY and CONSULTANT each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment

or transfer by CONSULTANT of its interests in this Agreement without the prior written consent of CITY shall be void, in the sole discretion of CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of CITY.

ARTICLE 24: Notice:

All notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

24.01. As to the CITY:

Mitchell Perin, Financial & Administrative Manager
Division of Risk Management
City Hall at St. James
117 West Duval Street
Jacksonville, Florida 32202

24.02. As to the CONSULTANT:

USIS, Inc. d/b/a AmeriSys
220 South Ridgewood Avenue
Daytona Beach, Florida 32114

ARTICLE 25: CONSULTANT Defined:

As used herein, the term “CONSULTANT” shall include, but not be limited to, USIS, Inc. d/b/a AmeriSys, its officers, employees, agents, subconsultants, and other persons, firms, partnerships, corporations, or entities working for it or on its behalf.

ARTICLE 26: Ethics in Professional Service Agreements:

CONSULTANT represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

ARTICLE 27: Conflict of Interest:

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to

required disclosures by public officials who have or acquire a financial interest in a bid or contract with CITY, to the extent the parties are aware of the same.

ARTICLE 28: Public Entity Crimes Notice:

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List following a conviction for a public entity crime may not: submit a bid on a contract to provide any goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or, transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

ARTICLE 29: Entire Agreement/Amendments:

29.01 This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by CONSULTANT hereunder. 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.

29.02 All changes to, additions to, modifications of, or amendments to this Agreement 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.

ARTICLE 30: Prompt Payment:

30.01 *Generally.* When CONSULTANT receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by CONSULTANT, CONSULTANT shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after CONSULTANT's receipt of payment from CITY. Nothing herein shall prohibit

CONSULTANT 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, CONSULTANT may dispute the disputed portion of any such payment only after CONSULTANT has provided notice to CITY and to the subcontractor and 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 CITY and said subcontractor or supplier within ten (10) calendar days after CONSULTANT's receipt of payment from CITY. CONSULTANT shall pay all undisputed amounts due within the time limits imposed by this section.

30.02. *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6, *Ordinance Code*, CONSULTANT 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 CITY under this Agreement within seven (7) business days after CONSULTANT's receipt of payment from CITY (less proper retainage). The pro rata share shall be based on all work completed, materials and equipment furnished, and services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to CONSULTANT, CONSULTANT shall provide to CITY with its requisition for payment, documentation that sufficiently demonstrates that CONSULTANT has made proper payments to its certified JSEB's or MBE's from all prior payments CONSULTANT has received from CITY. CONSULTANT shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to CONSULTANT. If CONSULTANT withholds payment to its certified JSEB's or MBE's, which payment has been made by CITY to CONSULTANT, CONSULTANT shall return said payment to CITY. CONSULTANT shall provide notice to CITY 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 CITY and said JSEB's or MBE's within five (5) calendar days after the CONSULTANT's receipt of payment from CITY. CONSULTANT 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 this Agreement, compensable by one per-cent (1%) of the outstanding invoice being withheld by CITY, not as a penalty but as liquidated damages to compensate for the additional contract administration by CITY.

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

ARTICLE 31: Incorporation by Reference:

The "Whereas" recitals at the beginning of this Agreement are true and correct and by this reference are made a part hereof and are incorporated herein. Similarly, all exhibits and other attachments to this Agreement that are referenced in this Agreement are by this reference made a part hereof and are incorporated herein.

ARTICLE 32: Order of Precedence:

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority in decreasing order of precedence shall be: 1)

fully executed amendment; 2) provisions in this Agreement; and, 3) exhibits to this Agreement.

ARTICLE 33: Counterparts

This Agreement and all amendments hereto 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.

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

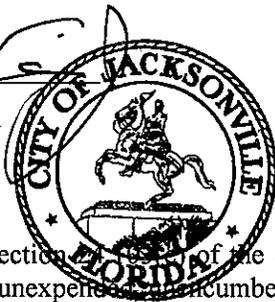
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day

and year first above written.

ATTEST:

CITY OF JACKSONVILLE

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



By Alvin Brown
Alvin Brown
Mayor

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

In accordance with Section _____ 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.

Donald Belton
Director of Finance
CITY Contract Number: 9926

Form Approved:

James R. McCain, Jr.
Office of General Counsel

WITNESS:

USIS, INC. D/B/A AMERISYS

By Leslie A. Whittlemore
Signature

Leslie A. Whittlemore
Type/Print Name

Executive Administrator
Title

By Ron Warble
Signature

Ron Warble
Type/Print Name

Vice President
Title

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

EXHIBIT A

SCOPE OF SERVICES

1. **Access to Data.** Consultant must provide the City with real-time electronic access to all claim file data maintained by the Consultant and created as a result of the services provided for the City. Consultants will be required to download data into the City's claim management database system, currently CS Stars Enterprise System, on a regular basis. Additionally, the Consultant must download, at regularly scheduled, agreed upon intervals, all payment information, such as imaged medical bills and documents and EOR data into the City's claims database system, currently CS STARS Enterprise system.
2. **Ownership of Claims Data.** The City shall have all right, title, interest, and ownership to all loss statistics and claim file data created as a result of the services provided. Further, at the sole option of the City and upon ten (10) days written notice, the Consultant shall provide the City with computer media containing all such loss statistic and claim file data. Such data shall be made available in an excel spreadsheet format for claims administration and bill review services. The fees proposed must include the cost of the transition of the loss statistics and claim file data at the conclusion of this Agreement.
3. **Audit of Files and Procedures.** At the sole option of the City, the Consultant shall agree, at no additional cost to the City, to perform any audits conducted by or on behalf of the City of the Consultant files and procedures as they relate to the City, including Statement of Standards for Attestation Engagements ("SSAE")-16 audits. The City shall have the right to audit during the contract period and for five years following the termination of the Agreement.
4. **Disclosure of Rebates & Overrides.** Consultant must agree to provide full disclosure to the City of all payments and fees relating to the services provided for the City. Consultant must agree to remit to the City, in the form of a credit, all rebates, overrides or other similar financial consideration received by Consultant relating to the services provided for the City.
5. **Account Manager.** Consultant must agree to provide a mutually acceptable account manager for the City's account who will be the City's single point of contact for all service issues relating to this Agreement. The account manager is expected to attend periodic meetings in Jacksonville at the discretion of the City's Risk Manager. The expenses for travel will be included in the overall contract price and not billed per trip.
6. **Performance Standards.** The date the Consultant receives a medical bill must be electronically stamped with the date received or otherwise time stamped so as to be sufficient to satisfy a state audit.

7. **Medical Bill Review and Audit Services.**

- (1) Medical bills must be electronically stamped with the date received by the Consultant.
- (2) Promptly review all medical bills (in and out of network) for accuracy including, but not limited to, as they relate to the following:
 - a. Duplicate billings
 - b. Unbundling of charges
 - c. Upcoding of charges
 - d. Approval and appropriate precertification
- (3) Review all medical bills that:
 - a. Are not subject to fee schedule coding
 - b. Are for services not specifically addressed in the fee schedule
 - c. Need an in-depth medical interpretation of the rules and regulations
 - d. For which the City specifically requests a review
 - e. In the exercise of professional judgment, specifically warrant review
- (4) Appropriately reprice all medical bills applying fee schedule, network fee arrangement and, when applicable, special City negotiated provider agreements. Consultant will communicate with the medical care providers when necessary to obtain additional information regarding bill.
- (5) Consultant will scan all medical bills and download data so that scanned images are linked to the individual claim record in City's claim management database in the format prescribed by CS Stars. Consultant will request adjuster approval for all bills via a web-based interface with the City's claim management database. No bills will be paid without adjuster approval. City and Consultant will agree to appropriate supervisory intervention when adjuster does not approve or reject bill within reasonable timeframes.
- (6) The Consultant will develop a code for "deny" included in the adjuster codes in the bill paying process. The Consultant will generate an EOR that states this bill has been denied and include the reason with sufficient detail for the provider to understand. The Consultant will be responsible for sending out the EOR's on denied bills directly to the medical providers.

For Medical Bill Audit services:

- (1) Audit in-network and out-network hospital/provider bills:
 - a. Exceeding \$10,000; and
 - b. For which the City specifically requests an audit
- (2) Develop and follow written procedures to perform both desk and on-site audits by experienced medical professionals.

8. **Compliance with State of Florida Rules of Division of Workers' Compensation (DWC) Including Electronic Data Interface (EDI) Services.**

Consultants must be approved by the appropriate state authority to provide the proposed services. It shall be the responsibility of the Consultant to comply with all rules and regulations promulgated by the various state agencies prescribing the practices and procedures for the services provided. Consultant must perform all medical EDI filing with the State of Florida Division of Workers' compensation in accordance with State of Florida statutory and regulatory requirements. Consultant must correct and resubmit rejected transaction information within 3-5 business days after the file has been rejected. Any fines,

penalties, or assessments charged against the City of Jacksonville for failure to comply with the Division Financial Services rules and regulations, including EDI reporting, must be timely paid by the Consultant directly to the Division of Financial Services, if such fines, penalties, or assessments are associated with the performance or responsibilities of the Consultant

9. **Check Writing Services.** The Consultant must pay the medical care providers for their services and handle all IRS Form 1099 reporting requirements. On weekly intervals, at a regularly scheduled time and day of the week as mutually agreed upon, the Consultant will provide the City with a prepayment register weekly in Microsoft Excel prior to the City's advancing funds. The City will advance funds, after approval and review of the prepayment register for the purpose of paying claims to the medical care providers. The Consultant will have a system for documenting the date the checks are mailed to the providers, as required by the State. Currently, the City has placed a minimum retainer of two hundred fifty thousand dollars and no cents (\$250,000.00) available if the funds advance is delayed.

The disbursement account used by the Consultant must be a Positive Pay (Pos-Pay) account, which requires, the payee, the amount of the payment and the check number to match the check register prior to approval and payment of a check. The Consultant and the City will mutually agree upon the bank to be used and upon other specific banking/disbursement criteria. The Consultant will be responsible for all bank fees and charges.

The Consultant will be responsible for either paper mailing or electronic transfer of Explanation of Review forms (EOR) and funds to the medical providers after the City approves the disbursements and provides the funding.

At regularly scheduled, agreed upon, intervals, the Consultant must post a payment file including bill detail at line level to the City's claim management database in the format prescribed by CS Stars. The Consultant will provide the City with an error report that details unmatched bills to City's claim files. No payment can be made without matching the bill to the correct file. Also no payment can be made on closed files. On a daily basis, the Consultant must post pending bills and reports via a web based interactive process with the adjusters.

Additionally, the Consultant must download, at regularly scheduled, and agreed upon, intervals, all payment information including imaged medical bills and documents and EOR data into the City's CS STARS Enterprise system.

The funds advanced by the City will be held in the agreed upon account and will not be commingled with any other funds of the Consultant. **Under no circumstances will the Consultant make payments to itself from this bank account.**

At no additional cost to the City, the Consultant will be responsible for maintaining appropriate IRS W9 forms from all medical providers and for issuance of IRS 1099 forms annually on behalf of the City. At the City's request, the Consultant will provide copies

to the City. The Consultant will be responsible for the cost of any penalties or interest incurred due to the erroneous or late filing of IRS forms. The Consultant will be responsible for all postage fees associated with meeting the requirements of this section.

10. **Network Access Services.** The City currently uses Coventry provider networks. Coventry currently provides credentialing, peer review, grievance, and dispute resolution services regarding medical care when appropriate. Consultant must also provide access to an approved grievance process. The Consultant will respond to grievances that are filed on behalf of the City of Jacksonville.
11. **Pharmaceutical Management Services.** The City currently uses the MyMatrix pharmaceutical management service.

If Consultant does not provide prescription management services, Consultant shall have established relationships with a prescription management service provider. Consultant will be expected to provide information and recommendations to the City regarding the evaluation of a prescription management delivery system which is oriented to allow injured workers ease of prescription procurement, reasonable utilization review systems, ability of adjusters to electronically establish claimant level formulary criteria, provide the City with timely and useful prescription management statistical data and provide drug purchase discounts.

It is anticipated that the Consultant will subcontract with the prescription management vendor on behalf of the City. The Consultant's fee structure should anticipate the management and oversight of this service. The Consultant will resolve billing disputes directly with the prescription management vendor. It is anticipated that the prescription management vendor will have fees below the Florida State Mandated Workers' Compensation Fee Schedule for prescription products.

12. **Statistical Data.** Consultant will provide the City with monthly reports regarding bill activity. Consultant will include sample reports in its Required Proposal Form (Attachment A). Consultant must have the ability to tailor reports to the City's needs. The contract fee from the Consultant must include the cost to produce these reports in its overall global price for services. Additional reports can be requested by the Chief of the Division of Risk Management or designee without any additional charges during the contract year.

EXHIBIT B

CONTRACT FEE SCHEDULE

Form 1 - Price Sheet

NAME OF CONSULTANT USIS, INC., d/b/a AmeriSys

Proposed Flat Annual Cost for ALL REQUESTED SERVICES:

Term	Proposed Cost
October 1, 2013 - September 30, 2014	\$329,418.00
October 1, 2014 - September 30, 2015	\$334,649.00
October 1, 2015 - September 30, 2016	\$341,009.12
October 1, 2016 - September 30, 2017	\$347,511.00
October 1, 2017 - September 30, 2018	\$354,160.00

In addition to the Flat Annual Cost as outlined above, the City will pay Amerisys an additional fee for a "Catastrophic Claim." The additional fee will be equal to 23% of the PPO Savings below Florida Fee Schedule.

A "Catastrophic Claim" is defined as an individual medical bill or invoice where realized PPO Savings below the Florida Fee Schedule exceed \$200,000. PPO Savings does not include reductions made to billed charges resulting from utilization review, fee schedule reductions, exclusion of charges/codes (such as implant codes without proper documentation), and other similar bill review reductions. In determining PPO Savings, PPO Savings shall not include any amount paid in excess of what would have been allowable under the Florida Fee Schedule because of a PPO agreement between Amerisys and the provider.

All Services outlined in the Transition Phase are included in the above pricing. However, in consideration of the short transition phase, the City will provide a 60-day grace period and waiver of any fees Amerisys incurs prior to December 1, 2013 due to late vendor payments. In addition, to facilitate a quicker transition and timely payments, Amerisys may forego the vendor bill imaging requirement for bills received between October 1, 2013 to December 1, 2013. Thereafter, Amerisys shall promptly upload any images not completed during this grace period.

EXHIBIT C

PERFORMANCE STANDARDS

Consultant and the City agree that Performance Reviews will be conducted after the first six (6) months of operations. Each Performance Review will involve 100 randomly selected bills.

The City will perform two (2) Performance Reviews for the first annual period of the contract. The initial review will be after Consultant has been providing services for at least six (6) months. Each review will occur approximately 1-2 months after the conclusion of the performance period. The below chart outlines the expected review schedule. After the first year, the reviews will occur annually, however, the City will retain the right to perform such reviews at any time at the City's sole discretion.

Failure to perform at or above expected levels for the Performance Review standards will result in a maximum financial penalty of 5% of the amount that was charged by Consultant during the Performance Periods identified in the below table. Any financial penalties will be credited to the next scheduled payment to Consultant from the City.

The review will measure objective performance standards which are easily identified and measured. All timeliness standards of performance are stated in calendar days per the Division of Financial Services standard.

After each review is performed, Consultant will meet with the City's Chief of Risk Management and/or designee to discuss initial evaluation results. Thereafter, a final tally of the review results will be prepared. The first review will be for information and educational purposes only and no penalties will be imposed.

A minimum of 80% average compliance is expected in the first performance period of the contract. The minimum average compliance expectation is raised to 90% on the second performance period, and 95% for annual periods thereafter. Failure to meet these average compliance expectations will result in the penalty noted below:

Performance Review	Performance Period	% Average Compliance for No Penalty to Apply	Penalty
1	Months 1 - 6 of Contract	80%	NA
2	Months 7 - 12 of Contract	90%	5%
3	Months 13 - 24 of Contract	95%	5%
4	Months 25 - 36 of Contract	95%	5%
5	Months 37 - 48 of Contract	95%	5%
6	Months 49 - 60 of Contract	95%	5%

1. Bill Payment Timeliness (100 points - 1 point per bill reviewed)

The Consultant will review medical bills, invoices, and other claims for payment submitted by health care providers and will pay those bills and mail (postmark) payments within thirty (30) days (the "Standard"). (Note, if there is undue delay in the adjuster approval of an invoice, which directly causes a payment to be made more than thirty (30) days after receipt of invoice, the bill will not be considered within the Standard.)

For this standard, 100 bills will be reviewed for each Performance Review. If bill is paid within thirty (30) days, 1 point will be assigned.

2. Medical Reimbursement Accuracy (100 points - 1 point per bill reviewed)

Medical reimbursement made on behalf of the City must be in accordance with contracted rates.

For this standard, 100 bills will be reviewed for each Performance Review. If bill is paid correctly, 1 point will be assigned.