



CONTRACT MODIFICATION No. 4

**PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA  
AND  
RONALD L. BOOK, P.A.**

This Modification to the AGREEMENT For State Level- Lobbying Services (the "Agreement"), by and between the Public Health Trust of Miami-Dade County, FL, an agency and instrumentality of Miami-Dade County, Florida (the "TRUST"), which owns and operates the Jackson Health System, including Jackson Memorial Hospital, located at 1611 NW 12<sup>th</sup> Avenue, Miami, Florida 33136, and Ronald L. Book, P.A., a corporation organized and existing under the laws of the State of Florida, having its principal office at 18851 NE 29<sup>th</sup> Avenue, Suite 1010, Aventura, Florida 33180 (the "CONTRACTOR") (collectively referred to herein as the "Parties"), and modifies the Agreement with respect to the following ("Modification No. 4"):

**WITNESSETH:**

WHEREAS, the TRUST entered into the Agreement with CONTRACTOR on July 6, 2012, whereby the CONTRACTOR provides assistance to the Trust with respect to state lobbying services;

WHEREAS, the Parties executed Modification No. 1, to exercise the first option to renew;

WHEREAS, the Parties executed Modification No. 2, to exercise the second option to renew;

WHEREAS, the Parties executed Modification No. 3, to increase the Maximum Contract Value;

WHEREAS, the Parties have negotiated an increase of the Maximum Contract Value and wish to commemorate the terms of such increase herein;

WHEREAS, the Agreement allows for modification of the Agreement by written consent of the TRUST and the CONTRACTOR; and

WHEREAS, the Parties have negotiated this Modification No. 3 in good faith and agree to be bound in accordance with its terms and conditions;

NOW, THEREFORE, and in consideration of the promises and the mutual covenants herein contained, the Parties hereto agree to the modifications as follows:

- I. Article 4.1 of the Agreement is hereby deleted in its entirety and replaced with the following language:

**Term.** The term of this AGREEMENT shall be for a period of two (2) years commencing on July 5, 2015, through July 4, 2017, with two (2) options to renew of one (1) year each. Renewal may be exercised upon the same terms and conditions at the sole discretion of the Trust, and shall be evidenced in writing as a modification to the AGREEMENT executed and signed by the Trust prior to the expiration date of this agreement or any valid extension thereof. In addition to the aforementioned option periods, the TRUST'S Chief Procurement Officer may extend a non-expired contract for a maximum period of one hundred and eighty (180) calendar days for one time only.

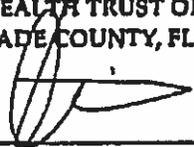
This Modification No. 4 is hereby made a part of the Agreement and is binding upon the TRUST and the CONTRACTOR. All terms and conditions of the Agreement not affected by this Modification No. 4 remain in full force and effect. If any conflict in language exists between the Agreement and any of its Modifications, the language in this Modification No. 4 shall prevail.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Modification No. 4, as of the Effective Date.

RONALD L. BOOK, P.A.

By:   
Name: RONALD L. BOOK  
Title: PRESIDENT  
Date: 3/12/15

PUBLIC HEALTH TRUST OF  
MIAMI-DADE COUNTY, FLORIDA

By:   
Name: Carlos A. Migoya  
Title: President and CEO  
Date: 3/20/15



**CONTRACT MODIFICATION No. 3**

**PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA  
AND  
RONALD L. BOOK, P.A.**

This Modification to the AGREEMENT For State Level Lobbying Services (the "Agreement"), by and between the Public Health Trust of Miami-Dade County, FL, an agency and instrumentality of Miami-Dade County, Florida (the "TRUST"), which owns and operates the Jackson Health System, including Jackson Memorial Hospital, located at 1611 NW 12<sup>th</sup> Avenue, Miami, Florida 33136, and Ronald L. Book, P.A., a corporation organized and existing under the laws of the State of Florida, having its principal office at 18851 NE 29<sup>th</sup> Avenue, Suite 1010, Aventura, Florida 33180 (the "CONTRACTOR") (collectively referred to herein as the "Parties"), and modifies the Agreement with respect to the following ("Modification No. 3"):

**WITNESSETH:**

WHEREAS, the TRUST entered into the Agreement with CONTRACTOR on July 6, 2012, whereby the CONTRACTOR provides assistance to the Trust with respect to state lobbying services;

WHEREAS, the Parties executed Modification No. 1, to exercise the first option to renew.

WHEREAS, the Parties executed Modification No. 2, to exercise the second option to renew.

WHEREAS, the Parties have negotiated an increase of the Maximum Contract Value and wish to commemorate the terms of such increase herein.

WHEREAS, the Agreement allows for modification of the Agreement by written consent of the TRUST and the CONTRACTOR; and

WHEREAS, the Parties have negotiated this Modification No. 3 in good faith and agree to be bound in accordance with its terms and conditions;

NOW, THEREFORE, and in consideration of the promises and the mutual covenants herein contained, the Parties hereto agree to the modifications as follows:

- I. Article III. B. of the Agreement is hereby deleted in its entirety and replaced with the following language:

Maximum Contract Value. The TRUST shall have no obligation to pay the CONTRACTOR any additional sum in excess of \$190,000.00, for the term of the Agreement. If additional funding is required, it will be processed pursuant to the prior approval of the TRUST. Any services undertaken by the CONTRACTOR, prior to any written approval by the TRUST, will be at the CONTRACTOR's sole risk and expense.

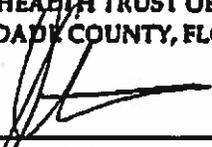
This Modification No. 3 is hereby made a part of the Agreement and is binding upon the TRUST and the CONTRACTOR. All terms and conditions of the Agreement not affected by this Modification No. 3 remain in full force and effect. If any conflict in language exists between the Agreement and any of its Modifications, the language in this Modification No. 3 shall prevail.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Modification No. 3, as of the Effective Date.

RONALD L. BOOK, P.A.

By:   
Name: RONALD L. BOOK  
Title: PRESIDENT  
Date: 3/13/15

PUBLIC HEALTH TRUST OF  
MIAMI-DADE COUNTY, FLORIDA

By:   
Name: Carlos A. Migoya  
Title: President and CEO  
Date: 3/20/15



Contract No.: RFP-12-10506-HT-2

**CONTRACT MODIFICATION No. 2  
TO RFP 12-10506-HT AGREEMENT BY AND BETWEEN**

**THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA  
AND  
RONALD L. BOOK, P.A.**

This **CONTRACT MODIFICATION No. 2** to the **AGREEMENT**, dated July 6, 2012 ("the Agreement") by and between the **PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA**, an agency and instrumentality of Miami-Dade, Florida ("the Trust"), which governs and operates the Jackson Health System, including Jackson Memorial Hospital and other designated health care facilities, and **Ronald L. Book, P.A.**, a corporation organized and existing under the laws of the State of Florida having its principal office at 18851 N.E. 29<sup>th</sup> Avenue, Suite 1010, Aventura, Florida 33180 (the "Contractor") and modifies the Agreement with respect to the following (the "Modification");

**WITNESSETH:**

**WHEREAS**, the **TRUST** entered into the Agreement with Contractor, whereby the Contractor provides State of Florida Lobbying Services, pursuant to the Agreement RFP No. 12-10506-HT; and

**WHEREAS**, the Agreement allows for modification in writing signed by both parties; and

**WHEREAS**, the **TRUST** exercised the first option to renew the services of **CONTRACTOR** for an additional One (1) year period to July 5, 2014; and

**WHEREAS**, the **TRUST** desires to exercise the second option to renew the services of **CONTRACTOR** for an additional One (1) year period to July 5, 2015; and

**WHEREAS**, the parties have negotiated this Modification in good faith and agree to be bound in accordance with its terms and conditions; and

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree to modify the Agreement as follows:

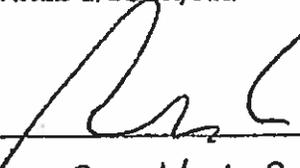
1. Term. The term of the Agreement shall be renewed for a one year period, commencing on July 6, 2014 through July 5, 2015, pursuant to Article 4.1 of the Agreement.

This Modification is hereby made a part of the Agreement. All terms and conditions of the Agreement not affected by these Modifications shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed by their respective and duly authorized officers, this 18<sup>th</sup> day of July, 2014.

RONALD L. BOOK, P.A.

PUBLIC HEALTH TRUST OF  
MIAMI-DADE COUNTY, FL

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

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

Name: Ronald L. Book

Name: Michelle Romano

Title: President & CEO

Title: Procurement Director

Date: 7/16/2014

Date: 7/18/2014

**CONTRACT MODIFICATION No. 1  
TO RFP12-10506-HT SERVICES AGREEMENT BY AND BETWEEN THE PUBLIC HEALTH  
TRUST OF MIAMI-DADE COUNTY, FLORIDA  
AND  
RONALD L. BOOK, P.A.**

This **CONTRACT MODIFICATION No. 1** to the **SERVICES AGREEMENT**, dated July 6, 2012 ("the Agreement") by and between the **PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA**, an agency and instrumentality of Miami-Dade, Florida ("the Trust"), which governs and operates the Jackson Health System, including Jackson Memorial Hospital and other designated health care facilities, and **Ronald L. Book, P.A.**, a corporation organized and existing under the laws of the State of Florida having its principal office at 18851 N.E. 29<sup>th</sup> Avenue, Suite 1010, Aventura, Florida 33180 (the "Contractor" or "Delegated Entity") and modifies the Agreement with respect to the following (the "Modification"):

**WITNESSETH:**

**WHEREAS**, the **TRUST** entered into the Agreement with Contractor, whereby the Contractor provides State of Florida Lobbying Services, pursuant to the Agreement RFP No. 12-10506-HT; and

**WHEREAS**, the Agreement allows for modification in writing signed by both parties; and

**WHEREAS**, the **TRUST** desires to exercise its first option to renew the services of **CONTRACTOR** for an additional One (1) year period to July 5, 2014; and

**WHEREAS**, the parties have negotiated this Modification in good faith and agree to be bound in accordance with its terms and conditions; and

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree to modify the Agreement as follows:

1. **Term.** The term of the Agreement shall be renewed for a one year period, commencing on July 6, 2013 through July 5, 2014, pursuant to Article 4.1 of the Agreement.
2. **Article 4.1** shall be amended to include the following:

In addition to the aforementioned option periods, the Trust's Chief Procurement Officer may extend a non-expired contract for a maximum period of one hundred and eighty (180) calendar days.

3. Article 24 shall be amended to include the following:

**24.20 Contractor Compliance.** Throughout the term of this Agreement, the awarded Contractor shall be subject to periodic and on-going monitoring and evaluation by JHS to determine if contracted service is being provided safely, effectively and in accordance with the Agreement. As applicable, the Contractor shall also comply and adhere to all accreditation standards including, but not limited to, The Joint Commission's National Patient Safety Goals, Medicare Conditions of Participation, hospital medical staff bylaws (as applicable), all hospital policies and procedures pertaining to the services being provided and any other requirements as set forth by the Trust.

4. Article 24. Entire Agreement and Modifications shall be referenced as Article 25. Entire Agreement and Modifications.

*The remainder of the page was left intentionally blank.*



Contract No.: RFP-12-10506-MT

This Modification is hereby made a part of the Agreement. All terms and conditions of the Agreement not affected by this Modification remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed by their respective and duly authorized officers, this 23<sup>rd</sup> day of August, 2013.

RONALD L. BOOK, P.A.

PUBLIC HEALTH TRUST OF  
MIAMI-DADE COUNTY, FL

By: [Signature]

By: [Signature]

Name: Ronald L. Book

Name: M. Romano

Title: President

Title: Procurement Director

Date: 8/23/13

Date: 8.23.13

**AGREEMENT  
PURSUANT TO  
RFP NO.: 12-10506-HT**

**FOR  
STATE LEVEL - LOBBYING SERVICES**

THIS AGREEMENT made and entered by and between the Public Health Trust, an agency and instrumentality of Miami-Dade County, Florida (hereinafter referred to as the "Trust"), which operates Jackson Health System, including Jackson Memorial Hospital, located at 1611 Northwest 12th Avenue, Miami, Florida 33136 and other designated health care facilities and Ronald L. Book, a corporation organized and existing under the laws of the State of Florida, having its principal office at 18851 NE 29<sup>th</sup> Avenue, Suite 1010, Aventura, FL 33180 (hereinafter referred to as the "Contractor") effective as of July 6<sup>th</sup>, 2012.

**RECITALS**

WHEREAS, the Trust issued Request for Proposal (RFP) No. 12-10506-HT (hereafter "Request for Proposal" or "RFP"), and has decided to contract with Contractor pursuant to this RFP for the Work set forth therein; and

WHEREAS, the parties have negotiated this Agreement in good faith and agree to be bound in accordance with its terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

1.1 "Agreement" to mean the terms and conditions set forth in this document, its attachments and the Contract Documents.

1.2 "Amendment" to mean any changes to the RFP document authorized by the Trust.

1.3 "Chief Procurement Officer" to mean the individual appointed by the Trust to serve as the principal public purchasing official for the Trust, or such person's designee.

1.4 "Contract Documents" to mean those terms and conditions set forth in the RFP document, as amended by the Trust, and all attachments thereto, and the Contractor's Proposal Response, including any revised Proposal Responses, accepted by the Trust.

1.5 "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Trust's Project Manager for review and approval pursuant to the terms of this Agreement.

1.6 The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Trust's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Trust's Project Manager.

1.7 "Change Order" to mean additions or deletions or modifications to the amount, type or value of the Work as required in this Agreement, as directed and/or approved by the Chief Procurement Officer or his/her written designee.

1.8 "Modification" to mean any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity or other provisions of any contract or agreement accomplished by mutual action of the parties to the contract.

1.9 The words "Project Manager" to mean the Trust's representative of the Trust designated by the Chief Procurement Officer to work with the Contractor and administer this Agreement as set forth in Article 21.

1.10 The words "revisions" or "revised" to mean changes in a Contractor's Proposal Response during the pre-award evaluation or negotiation process.

1.11 "Subcontractor" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in performance of the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

1.12 "Work" to mean all goods and services and all matters and things required to be supplied or done by the Contractor in accordance with the Agreement.

## **ARTICLE 2. ORDER OF PRECEDENCE**

In the event of a conflict between or among the provisions of this Agreement and those of its attachments or the Contract Documents, or ambiguity in interpreting this Agreement, the order of precedence shall be as follows: 1) the terms, conditions, and provisions of this Agreement; 2) the Trust's Request for Proposal Responses, as amended (Exhibit 1 to this Agreement); and 3) the Contractor's Proposal Response under this RFP, including any revised Proposal Responses, accepted by the Trust (Exhibit 2 to this Agreement).

## **ARTICLE 3. MANNER OF PERFORMANCE**

During the term of this Agreement, the Contractor shall provide the Work set forth in this Agreement and render full and prompt cooperation with the Trust in all aspects of the Work performed and Deliverables provided hereunder.

The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated, without entitlement to any additional compensation or reimbursement, it being understood that Contractor has understood and taken into account this requirement.

*The Contractor shall at all times cooperate with the Trust and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Work, consistent with the ongoing needs and operations of the Trust.*

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

4.1 Term. The term of this Agreement shall be for a period of one (1) year commencing on the date listed in the first paragraph of this Agreement ("Effective Date"), with two (2) successive options to renew of one (1) year each. Renewal may be exercised upon the same terms and conditions at the sole discretion of the Trust and shall be evidenced in writing as a modification to the Agreement executed and signed by the Trust.

In addition to the above option periods, the Trust reserves the right to exercise the following option to extend any non-expired contract: The Chief Procurement Officer may extend a non-expired contract for a maximum period of ninety (90) calendar days for one time only.

4.2 Termination by Trust. This Agreement may be terminated by the Trust for convenience (without cause) upon fifteen (15) calendar days prior written notice of termination delivered to the Contractor by certified mail. The date of termination will be stated in the notice.

This Agreement may be terminated by the Trust if the "key personnel" are switched or moved to another account by the Contractor. The "key personnel" assigned to the Trust account will play a critical role in the execution of this Agreement; therefore, if a change is made to the "key personnel" working with the Trust, the Agreement will become immediately eligible for termination for convenience with a 15-day notice.

The Trust may also terminate in the event of a default or breach by the Contractor pursuant to Article 22. In the event that it is determined that the Contractor has not so breached or defaulted, the Trust may treat the termination as if it had been a termination for convenience.

4.3 Termination by Contractor. The Contractor may seek termination of the Agreement only if the Trust has committed a material breach of this Agreement, and only as follows. In the event that the Contractor believes there has been a material breach, the Contractor shall send written notice to the Chief Procurement Officer (with a copy to the County Attorney's Office), indicating with specificity: the nature of the breach, the provision(s) of the Agreement purportedly breached, and what the Contractor believes must be done to cure the breach. The notice shall further specifically cite to this paragraph of the Agreement. The notice shall state a time period of not less than thirty (30) calendar days for curing the alleged breach. In the event the Contractor believes the breach has not been cured, the Contractor may seek termination pursuant to the provisions of Article 21.

## **ARTICLE 5. PAYMENT TERMS**

5.1 FEES. Fees for services shall be as set forth in the price Proposal Response included in Exhibit 4 - FEES. Charges for any other Work by the Contractor shall only be as agreed in writing by the Trust. Fees shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Trust at any time during the Contract term, including any renewal or extension thereof.

5.2 MAXIMUM CONTRACT VALUE. The Trust shall have no obligation to pay the Contractor any additional sum in excess of \$120,000.00. If additional funding is required; the request will be processed pursuant to the approval of the Trust. Any services undertaken by the Contractor, prior to any written approval by the Trust, will be at the Contractor's sole risk and expense.

## **ARTICLE 6. METHOD AND TIMES OF PAYMENT**

6.1 Contractor may bill the Trust periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Exhibit 2 - Contractor's Response. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the Trust. As provided by law, the Trust shall make payment for all purchases under this Agreement in a timely manner and make interest payments on late payments.

6.2 Pursuant to Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Miami-Dade County, Florida, Section 2-8.1.4, Sherman S. Winn Prompt Payment Ordinance No. 94-40, provides for expedited payments to small businesses by County agencies and the Trust; creates dispute resolution procedures for payment of County and Trust obligations; and requires the prime contractor to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the prime vendor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract or Trust contract and debarment procedures of the County.

6.3 All payments due from the Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Chief Procurement Officer, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the Trust.

Invoices and associated, back-up documentation, shall be submitted in duplicate, by the Contractor, to the Accounts Payable Department as follows:

Jackson Health System  
Alfred I. DuPont Building  
169 East Flagler Street, 5<sup>th</sup> Floor  
Miami, Florida 33131  
Attention: Accounts Payable

The Trust may at any time designate a different address and/or contact person by giving written notice to the other party.

#### **ARTICLE 7. AVAILABILITY OF FUNDS**

It is understood that the Trust shall be bound hereunder only to the extent that funds are available, or may hereafter become available, for the purpose of this Agreement.

#### **ARTICLE 8. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

8.1 **CONTRACTOR REPRESENTATIONS, WARRANTIES AND COVENANTS.** The Contractor represents, warrants and covenants to the Trust that:

8.1.1 The representations made in the Contractor's Proposal Response, which response is incorporated herein as Exhibit 2, are true and correct;

8.1.2 Its Work, including all goods and services covered by this RFP, will conform to the specification samples or other descriptions furnished or specified by the Contractor, and will be of good material and workmanship and free from defects and that the Contractor will perform reasonably and in good faith. The Contractor expressly warrants that all the material covered by an order, which is either the product of the vendor or provided by the vendor, is in accordance with its specifications and will be fit and sufficient for the purposes intended by the Trust.

8.1.3 It shall comply with all material terms of the RFP and the Contractor's Proposal Response, except as may otherwise be expressly provided in this Agreement;

8.1.4 It is in compliance with and will comply with all material laws with respect to its rights, duties, and obligations under this Agreement;

- 8.1.5 It is a business entity duly organized and authorized to do business in the state of Florida;
- 8.1.6 It has the power and authority to enter into this Agreement and to fully perform its obligations hereunder;
- 8.1.7 It has obtained, and shall maintain in full force during the term hereof, such International, federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement;
- 8.1.8 It has all necessary Intellectual property rights and other use rights necessary to perform its obligations hereunder;
- 8.1.9 Its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- 8.1.10 Its Work does not and shall not: (i) violate any applicable law, regulation, judgment, injunction, order, decree or third party right, or (ii) violate the organizational documents of Contractor; or (iii) require any notice or consent or other action by any person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration of any right or obligation of Contractor, or to a loss of any benefit to which Contractor is entitled under, any agreement or other instrument binding upon Contractor or any license, franchise, permit or other similar authorization held by Contractor; and
- 8.1.11 It has no (and it covenants that it shall not enter into directly or indirectly, allow or otherwise permit any) agreements, whether written or oral, granting to licensees and/or any other third party, person or entity any form or type of exclusive or non-exclusive license, rights to use or other rights that would limit or restrict in any way the Trust's and/or its affiliate's, successors' and assigns' rights to use the Work in accordance with the terms of this Agreement.

8.2 SURVIVAL OF REPRESENTATIONS AND WARRANTIES. All representations and warranties contained herein or made by Contractor in connection herewith shall survive termination of this Agreement and any independent investigation made by the Trust, authorized auditors or a state or federal agency.

#### ARTICLE 9. INDEMNIFICATION

Contractor shall indemnify and hold harmless the Trust and Miami-Dade County and their respective Trustees, Commissioners, medical staff, officers, employees, agents and instrumentalities (the "Indemnified Parties") from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Indemnified Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Indemnified Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This provision shall survive the termination or cancellation of this Agreement.

#### ARTICLE 10. INSURANCE

10.1 The Contractor shall maintain at its own expense:

- **Lawyer's Professional Liability Insurance in an amount not less than \$1,000,000 [U.S.] per claim in primary coverage, and not less than \$2,000,000 [U.S.] aggregate, covering any and all damages arising out of the performance of the work under this Agreement**

**10.2 All insurance policies required above shall be issued by companies authorized to do business under the laws of the state of Florida, with the following qualifications:**

- a) The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Trust Risk Management Division; or,**
- b) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" Issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.**

**Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.**

## **ARTICLE 11. CONFIDENTIAL INFORMATION AND PROTECTED HEALTH DATA**

**11.1 CONFIDENTIAL INFORMATION.** The Contractor acknowledges that Florida's public records law apply to the Trust and that as an entity providing services to the Trust all its communications to the Trust, unless exempted or confidential under Florida law, are public records. Nothing in the Agreement or the Contract Documents shall be construed to prevent disclosure of documents pursuant to Florida's public records laws or other applicable laws. In no event shall any action by the Trust, its employees' or its agents' taken in good faith belief to be in compliance with or required by such laws constitutes a breach of this Agreement. As used in this Agreement, the term "Confidential Information" shall mean all materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Trust in connection with the Work performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Work, or the results of such Work, or which the Trust holds the proprietary rights. In addition to the foregoing, all Trust employee information, Trust financial information, and all "Protected Health Information," as that term is used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), shall be considered confidential information and shall be subject to all the requirements stated herein.

**11.2 CONFIDENTIALITY.** The Contractor shall keep strictly confidential and hold in trust all Confidential Information. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the Trust. Additionally, the Contractor expressly agrees to be

bound by and to defend, indemnify and hold harmless the Trust from the breach of any federal, state or local law in regard to the privacy of individuals.

The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the Trust in writing if it learns of any unauthorized use or disclosure of the Confidential information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the Trust shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the Trust, upon the completion of the Work performed hereunder, the Contractor shall immediately turn over to the Trust all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the Trust. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

Termination of this contract shall not eliminate the Contractor's obligation to continue to maintain confidentiality under this section.

11.3 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA"). The Contractor shall complete and execute the Trust's Business Associate Agreement, attached hereto as Exhibit 4, and comply with related policies and procedures, unless the Trust agrees in writing that no such agreement is needed. Pursuant to the Health Insurance Portability and Accountability Act of 1996, Privacy Regulations ("HIPAA"), as a vendor, the Contractor may be required to provide services that involve the use and disclosure of Protected Health Information. Any use of Protected Health Information that is not authorized by the Public Health Trust/Jackson Health System is prohibited. As a Business Associate, the Contractor may only use the Protected Health Information if it is necessary to perform contract obligations with the Public Health Trust/Jackson Health System, provided that such uses are permitted under the state and federal confidentiality laws. As a Business Associate, the Contractor is required to comply with HIPAA and all federal and state laws. As a Business Associate, the Contractor may only use the Protected Health Information to the extent permitted by the terms of the PHT-HIPAA Business Associate Agreement. Disclosure of Protected Health Information to third parties is strictly prohibited unless it is pursuant to the terms of the PHT-HIPAA Business Associate Agreement and authorization has first been provided in writing, the law requires the disclosures, and the Contractor has received from the third party written assurances regarding its confidential handling of such Protected Health Information.

## ARTICLE 12. PROPRIETARY INFORMATION

The Contractor acknowledges that all computer software in the Trust's possession may constitute or contain information or materials which the Trust has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Trust has developed at its own expense, the disclosure of which could harm the Trust's proprietary interest therein.

During the term of the contract, the Contractor shall not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Trust's property, any computer programs, data compilations, or other software which the Trust has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Trust (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractor and their employees, except as authorized by the Trust. Also, if the Computer Software has been leased or purchased by the Trust, all third party license agreements must also be honored by the Contractor's employees with the approval of the lessor or contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor shall report to the Trust any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Trust's property of any information technology software and hardware and shall take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

**ARTICLE 13. PROPRIETARY RIGHTS**

The Contractor hereby acknowledges and agrees that the Trust retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Trust to the Contractor hereunder or furnished by the Contractor to the Trust and/or created by the Contractor for delivery to the Trust, even if unfinished or in process, as a result of the Work the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Work under this Agreement. The Contractor shall not, without the prior written consent of the Trust, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Work under this Agreement shall not be construed as publication in derogation of the Trust's copyrights or other proprietary rights.

All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Trust, hereinafter referred to, as "Developed Works" shall become the property of the Trust.

Accordingly, the Contractor, its employees, agents, subcontractors, or its suppliers shall not have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Trust, except as required for the Contractor's performance hereunder.

Except as otherwise stated herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in this Agreement. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Trust so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the Trust or entities controlling, controlled by, under common control with, or affiliated with the Trust, or organizations which may hereafter be formed by or become affiliated with the Trust. Such license specifically includes, but is not limited to, the right of the Trust to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the Trust for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Trust or entities controlling, controlled by, under common control with, or affiliated with the Trust, or organizations which may hereafter be formed by or become affiliated with the Trust. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

**ARTICLE 14. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Trust were provided to the Contractor for evaluation purposes only. Because these assumptions, parameters, projections, estimates and explanations represent only good faith predictions of future events, the Trust makes no representations or guarantees on such assumptions; the Trust shall not be responsible for the accuracy of the assumptions presented; the Trust shall not be responsible for conclusions to be drawn there from; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated

with using this information.

**ARTICLE 15. FEDERAL, STATE AND LOCAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and applicable County orders, statutes, ordinances, rules and regulations as they apply to the Trust, which may pertain to the Work required under this Agreement, including but not limited to:

**15.1 EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND NONDISCRIMINATION.** Equal Employment Opportunity in compliance with Executive Order 11246 and Miami-Dade County Code, Chapter 11A, Article 3 as amended and applicable to this Agreement. All contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

By entering into this Contract with the Trust, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95, as it pertains to the Trust. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Trust to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

**15.2** Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Agreement.

**15.3 ENVIRONMENTAL PROTECTION AGENCY (EPA),** as applicable to this Agreement.  
Environmentally Preferable ("Green") Procurement.

The Trust shall ensure, to the maximum extent economically feasible, the purchase of environmentally preferable products or services. This includes, but is not limited to, products that are durable, recyclable, reusable, readily biodegradable, energy efficient, made from recycled materials, and nontoxic if those materials meet technical specifications. Furthermore, the Trust may purchase supplies, services on the basis of long-term environmental and operating costs.

**15.4 CONFLICT OF INTEREST.** The Contractor shall be familiar and comply with all applicable conflict of interest legal requirements, including the Miami-Dade County Conflict of Interest and Code of Ethics ordinance, Section 2-11.1, Code of Miami-Dade County, as made applicable to the Trust by Section 25A-3(c), Code of Miami-Dade County, and Florida's Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes. The Trust will not contract or transact business with a Contractor, and any contract with a Contractor shall be void, if a conflict of interest under State or local laws occurs and neither an exemption nor opportunity to waive the conflict exists, or an opportunity to waive the conflict exists but the Trust does not waive it. If a conflict of interest is waivable, the Trust's Board of Trustees shall have the sole authority to waive the conflict.

**15.5 DEBARMENT** as set forth in Miami-Dade County Code Section 10-38.

**15.6 DOMESTIC LEAVE.** Miami-Dade County Ordinance 99-5, codified at 11A-60 ET. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

**16.7 FALSE OR FRAUDULENT CLAIMS.** Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County and the Trust.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

**ARTICLE 16. INSPECTOR GENERAL REVIEWS**

**16.1 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL.** Pursuant to the Code of Miami-Dade County, Section 2-1076, and Miami-Dade County Administrative Order 3-20, and in connection with the award of this Agreement, the Trust has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG") whenever the Trust or County deems it appropriate to do so. Upon written notice from the Trust, the Contractor shall make available, to the IPSIG retained by the Trust, all requested records and documentation pertaining to this Agreement, for inspection and copying. The Trust will be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's fees for the Work under this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this provision herein shall, apply to the Contractor, its officers, agents, employees and assignees.

Nothing contained in this provision shall impair any independent right of the Trust to conduct, audit, or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this provision are neither intended nor shall the Contractor construe them to impose any liability on the Trust.

**16.2 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW.** According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this Contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor shall, in stating its agreed process, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the Contractor's Proposal Response. The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, Proposal Response specifications, Proposal Response submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the Contract, including, but not limited to

original estimate files, change order estimate files, worksheets, Proposal Responses and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, Proposal Response and Contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforementioned documents and records.

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (Proposal Response preparation) and performance of this Contract, for examination, audit, or reproduction, until three (3) years after final payment under this Contract or for any longer period required by statute or by other clauses of this Contract. In addition:

1. If this Contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this Contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third parties.

**Exception:** The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

#### **ARTICLE 17. BUSINESS APPLICATION AND FORMS**

The Contractor shall be a registered vendor with the Trust – Procurement Management Department, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

#### **ARTICLE 18. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the Trust. All persons engaged in any of the Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in

which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Trust shall be that of an independent contractor and not as employees and agents of the Trust. The Contractor does not have the power or authority to bind the Trust in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 19. CONTRACTOR'S EMPLOYEES**

All employees, officers, directors and agents of the Contractor shall be considered to be at all times the employees, offices, directors and agents of the Contractor under its sole direction, and not of the Trust. In no event shall the Contractor or its respective officers, directors, agents, servants of employees be considered to be officers, agents, servants, representatives or employees of Miami-Dade County, or the Trust, including any of its divisions or designated facilities. Additionally, in no event shall Miami-Dade County, the Trust, or its respective officers, trustees, commissioners, medical staff, nurses, agents, servants, or employees be considered to be officers, agents, servants, representative or employees of the Contractor. The Contractor shall supply competent and physically capable employees and agents. The Trust at its discretion may require the Contractor to remove an employee or agent the Trust deems careless, incompetent, insubordinate or otherwise objectionable.

#### **ARTICLE 20. SUBSTITUTION OF KEY PERSONNEL**

Substitution of key personnel during contract performance is permissible only on notice to and with the written consent of the Trust's designated Project Manager, provided the qualifications of the proposed substitute equal or exceed the qualifications of the person that has left or is being replaced and the proposed substitution is approved by the designated Project Manager.

The key personnel assigned to this project are considered to be essential to the work being performed for the Trust.

For this Agreement, "key personnel" means, but shall not be limited to, the positions detailed at Section 1.36 of the RFP document.

The "key personnel" assigned to the Trust account will play a critical role in the execution of this contract; therefore, if a change is made to the "key personnel" working with the Trust, the contract may become immediately eligible for a 15-day termination for convenience by the Trust.

#### **ARTICLE 21. PROJECT MANAGER AUTHORITY/DISPUTE RESOLUTION**

21.1 The Contractor hereby acknowledges that the Trust's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitation: questions as to the value, acceptability and fitness of

the Services; questions as to either party's fulfillment of its obligations under the Work; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal Response; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Project Manager representing the Trust will be:

Nathan Ray, Corporate Director  
Governmental Relations  
Jackson Health System  
1611 NW 12th Avenue  
Executive Offices - West Wing 108  
Miami, Florida 33136

The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order. Where orders are given orally, these orders will be issued in writing by the Project Manager as soon thereafter as is practicable.

21.2 In the event that the Contractor and the Trust are unable to resolve their differences concerning any determination made by the Project Manager, or any dispute, question, or claim arising under or relating to the Agreement, either the Contractor or the Trust may initiate a dispute in accordance with the procedure set forth in this Article.

21.3 The parties to this Agreement authorize the Chief Procurement Officer, or his designee, to decide all questions, disputes, or claims of any nature arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) (collectively "questions" or "disputes"), and his decision shall be conclusive, final and binding on the parties, subject only to the limited review specified below. Any such dispute by the Contractor shall be brought, if at all, before the Chief Procurement Officer within 10 days of the occurrence, event or act out of which the dispute arises. Any such dispute by the Trust shall be brought, within a reasonable time after the occurrence, event or act, out of which the dispute arises.

21.4 The Chief Procurement Officer may establish rules and procedures for presentation of disputes, including for example, whether and what rules of evidence and argument shall apply, the length and manner of hearing(s) and the disposition of preliminary matters. The Chief Procurement Officer may obtain such assistance as may be desirable, including advice of experts, and may consult with legal counsel in setting such procedures and in making its decisions. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Chief Procurement Officer participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Chief Procurement Officer for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with the Project Manager's interpretation.

21.5 The Chief Procurement Officer may, at his or her option, for any particular dispute, elect to forgo the dispute resolution procedures herein and allow the dispute to be otherwise resolved in accordance with law.

## ARTICLE 22. BREACH AND REMEDIES

22.1 **EVENT OF DEFAULT.** An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

- a) The Contractor has not delivered Deliverables on a timely basis;
- b) The Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
- c) The Contractor has failed to make prompt payment to subcontractors or suppliers for any Work;
- d) The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- e) The Contractor has failed to obtain the approval of the Trust where required by this Agreement;
- f) The Contractor has failed to provide "adequate assurances" as required below; and
- g) The Contractor has failed in the representation of any warranties stated herein.

When, in the opinion of the Trust, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the Trust may request that the Contractor, within the time frame set forth in the Trust's request, provide adequate assurances to the Trust, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the Trust receives such assurances the Trust may request an adjustment to the compensation received by the Contractor for portions of the Work that the Contractor has not performed. In the event that the Contractor fails to provide to the Trust the requested assurances within the prescribed time frame, the Trust may:

- a) Treat such failure as a repudiation of this Agreement;
- b) Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

In the event the Trust shall terminate this Agreement for default, the Trust or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

**22.2 NOTICE OF DEFAULT.** If an Event of Default occurs, in the determination of the Trust, the Trust may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the Trust may be terminated. Notwithstanding, the Trust may, at its sole discretion, allow the Contractor to rectify the default to the Trust's reasonable satisfaction within a thirty (30) day period. The Trust may grant an additional period of such duration as the Trust shall deem appropriate without waiver of any of the Trust's rights hereunder, or under any bond. The default notice shall specify the date the Contractor shall discontinue the Work upon the Termination Date.

**22.3 REMEDIES IN THE EVENT OF DEFAULT.** In the event that the Contractor is unable to perform its duties and causes hardship to the Trust and/or its patients, the Trust reserves the right to seek remedies, including but not limited to:

- a) Recovery of actual damages, including but not limited to replacement services and completing the Work under this Agreement;
- b) Recovery costs and fees, including professional and administrative expenses and staff time, for the procurement and administrative tasks to find and retain the replacement and completion of work;
- c) Recovery costs and fees, including professional and administrative expenses and staff time, incurred in the course of seeking to compel the Contractor to perform its Work and to terminate

- this Agreement;
- d) Recovery of lost revenues
  - e) Compensation from the various bonds and insurance policies pledged by the Contractor;
  - f) Return within 30 calendar days of demand any monies advanced to the Contractor, as well as (at the very least) the net cost associated with recovery hereunder.
  - g) In addition to the above remedies, the Trust reserves the right to demand restitution or any other remedy available to it by law in equity or otherwise, including but not limited to damages incurred for specific performance and for injunctive relief.

**ARTICLE 23. USER ACCESS PROGRAM (UAP)**

A. User Access Program: The Board of Trustees for the Public Health Trust (PHT) of Miami-Dade County approved a User Access Program (UAP) under Resolution No. PHT 5/10-030 as implemented by the CEO/President in the "Jackson Health System User Access Program" policy. This agreement is subject to a user access deduction under the PHT User Access Program (UAP) in the amount of two percent (2%). All PHT purchases under this agreement, and purchases made by any other organization or jurisdiction that may use the agreement, are subject to the two percent (2%) UAP deduction.

The vendor providing the goods or services under this agreement shall invoice the amount of the agreement price, and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The PHT shall retain the 2% UAP for use by the PHT to help defray the cost of PHT operations. Vendor participation in this program is mandatory.

B. Vendor Compliance: If the Vendor fails to comply with this section, the Vendor may be considered in default by the Trust in accordance with the terms and conditions of this agreement.

**ARTICLE 24. MISCELLANEOUS**

24.1 ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Contractor may not assign by transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement, or any interest in any portion of same, without the prior written consent of the Trust, which consent may be withheld by the Trust for any reason it determines to be in its best interest.

24.2 SUBCONTRACTING. Under this Agreement, the vendor shall not subcontract any portion of the services provided.

24.3 FORCE MAJEURE. Neither party shall be liable to the other for failures or delays in performance due to causes beyond its reasonable control and that cannot be avoided by exercise of due care, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their commercially reasonable efforts to minimize the effects of such failures or delays.

24.4 WAIVER. The failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature. All rights and remedies reserved to either party shall be cumulative and shall not be in limitation of any other right or remedy that such party may have at law or in equity.

24.5 SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions will remain in full force and effect.

24.6 COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute but one and the same instrument. The parties also agree that this Agreement shall be binding upon the faxing by each party of a signed signature page thereof to the other party.

**24.7 GOVERNING LAW.** In the event that it becomes necessary to enforce the terms of this Agreement, the validity, construction, interpretation and performance of this Agreement and the remedies for its enforcement or breach shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and fully performed therein, without giving effect to its laws or rules relating to the conflict of laws.

**24.8 JURISDICTION AND VENUE.** The parties hereto unconditionally and irrevocably: (i) submit to the exclusive jurisdiction and venue of the state and federal courts located in Miami-Dade County, Florida; and (ii) waive any objections they may have at any time to the laying of venue of any suit, action or proceeding relating hereunder.

**24.9 DRAFTING PARTY.** This Agreement shall not be construed against the party preparing it. It shall be construed as if all parties hereto jointly prepared the agreement.

**24.10 RIGHTS, REMEDIES AND OBLIGATIONS.** The rights, remedies and obligations contained in this Agreement shall pertain solely to the parties executing the Agreement. This Agreement shall not be construed or deemed to create any rights or remedies for any third parties or any other person who is not a party thereto.

**24.11 AUDIT.** The Contractor agrees to retain all books, such records and other documents related to this Agreement for five (5) years after final payment. The Trust, its authorized agents and/or Federal and State auditors shall have full access to and the right to examine any of said material during this period. The Contractor also agrees to provide the Trust upon request with copies of all such records and documents.

**24.12 ADVERTISING.** Neither party shall use the name of the other in any promotional or advertising material unless review and approval in writing of the intended use shall first be obtained from the party whose name is to be used. Such approval may be withheld by the Trust for any reason it determines to be in its best interest.

**24.13 TIME OF ESSENCE.** Time shall be deemed of the essence on the part of the Contractor in performing all of the terms and conditions of this Agreement.

**24.14 SECTION HEADINGS.** The section headings hereof are for the convenience of the parties only and shall not be given any legal effect or otherwise affect the interpretation of this Agreement.

**24.15 ERROR.** Stenographic, clerical, or similar errors in this document are subject to correction.

**24.16 NOTICES.** Every notice that may be required by this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested or delivered personally to the parties at their respective addresses set forth as follows:

As to the Trust:

Chief Procurement Officer  
Public Health Trust  
1500 NW 12<sup>th</sup> Avenue, Suite 819  
Miami, Florida 33136

As to the Contractor:

Ronald L. Book  
President and CEO  
Ronald L. Book, P.A.  
18851 NE 29<sup>th</sup> Avenue, Suite 1010  
Aventura, FL 33180

**24.17 NON-DISCRIMINATION.** The Trust requires that the Contractor shall not discriminate against an employee, volunteer, or participant of the Contractor on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, gender identity and/or expression, religion, ancestry, national origin, disability, or age except that programs may target services for specific participant groups as defined in the

Deliverables of this Agreement. Additionally, Contractor shall demonstrate the standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, gender identity and/or expression and ethnic backgrounds. It is expressly understood that upon receipt of evidence of discrimination under any of these laws, The Trust shall have the right to terminate this Agreement. If the Contractor or any owner, subsidiary, or other firm affiliated with or related to the Contractor, is found by the responsible enforcement agency or the courts to be in violation of these laws, The Trust will conduct no further business with the Contractor.

#### 24.18 THE JOINT COMMISSION (TJC) REQUIREMENTS FOR STAFF OR CONTRACTED PERSONNEL

The Trust, as a mandate of The Joint Commission (TJC), requires that awarded vendor will maintain the following documents in their personnel files and will present the documents upon request: Prior to assigning personnel to perform contracted services for the Trust, the Contractor, at its own expense, shall carefully screen personnel in accordance with the Trust's pre-employment health screening policies and procedures. The screening by the Contractor shall include, but not be limited to, the pre-placement health screening requirements as outlined below.

- Physical exam and general health screen statement indicating the person is free of communicable disease and fit to perform the assigned job duties.
- Respirator health screen and Fit Test. (For areas where a respirator is required)
- Negative Urine Drug Test: 5 Panel Drug Screen submitted to a Trust approved drug testing facility.
- Negative TB Skin Test (Tine not acceptable) or chest x-ray
- Chest X-Ray (PA view minimum) if PPD positive
- Measles, Mumps and Rubella Immunization Record: (Record of two MMR vaccines given at childhood, OR at least one recent MMR Booster OR positive blood titers for measles, mumps and rubella titer. (Any negative titer must be followed by at least one MMR booster.
- Hepatitis B Declination Form or Proof of vaccination (Employees with potential for exposure to body fluid only).
- Varicella (Chickenpox) Titer: negative or positive), Vaccine or MD Statement of disease).
- A criminal background check for local agencies (Miami-Dade and Broward Counties) - a county, state, and abuse registry criminal background check is required.
- A criminal background check for non-local or traveling agencies - a 7 year criminal background check is required.

The Trust reserves the right to conduct random audits of Contractor's personnel files for verification of required documentation to ensure Contractor's compliance with Trust policies and procedures, Joint Commission standards and any other healthcare regulatory requirements for staffing.

#### 24.19 JHS EMPLOYEE NON-HIRE

Contractor acknowledges that the Trust's employees are essential to the Trust's business and are familiar with the Trust's operating procedures and other information proprietary to the Trust. Therefore, Contractor agrees to not, without the Trust's prior written consent, solicit for employment, hire or make any agreement with, any person who is or has been a Trust salaried employee working in the Services provided by Contractor hereunder within the earlier of one (1) year after such employee terminates employment with the Trust or within one (1) year after termination of this Agreement. Contractor also acknowledges that its breach of the obligations set forth in this section would irreparably harm the Trust's business and leave the Trust without adequate remedy at law, and that the Trust would be entitled to injunctive relief to enforce the terms of this section. This provision shall survive termination of this Agreement.

#### ARTICLE 24. ENTIRE AGREEMENT AND MODIFICATIONS

Both parties agree that this Agreement is the entire agreement of the parties therein. This Agreement and its exhibits referenced below set forth the entire agreement and understanding of the parties relating to the subject

matter hereof, and supersede all prior and contemporaneous agreements, arrangements, or understandings relating to the subject matter hereof.

- Exhibit 1 - RFP No.: 12-10508-HT as amended by the Trust
- Exhibit 2 - The Contractor's Proposal Response under RFP No. 12-10508-HT, including any revised Proposal Responses accepted by the Trust
- Exhibit 3 - Responsibilities of the Contractor
- Exhibit 4 - Fees

There are no conditions or limitations to this undertaking except those stated therein. This Agreement and any change orders issued hereunder shall not be modified other than in writing, signed by each of the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CONTRACTOR

By: [Signature]  
 Name: Ronald L. Book  
 Title: President & CEO  
 Date: 6/21/12

THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

By: [Signature]  
 Name: Rosa Costanzo, CMRP, CPPB, CPSM  
 Title: Vice President, Strategic Sourcing & Supply Chain Management/Chief Procurement Officer  
 Date: 7/6/2012

Approved for legal sufficiency and form by the Miami-Dade County Attorney's Office

Approved for standard risk and insurance provisions by the Director of the Risk Management Department, Jackson Health System

L. M. Lorente      6-29-12  
 Signature                      Date

[Signature]      7/6/12  
 Signature                      Date

**EXHIBIT 1**

**(Insert a copy of RFP No.: 12-10506-HT,  
as amended by the Trust)**

**EXHIBIT 2**

**(Insert a copy of The Contractor's Proposal response to  
RFP No.: 12-10506-HT, including any revised proposals accepted by the Trust)**

**EXHIBIT 3****RESPONSIBILITIES OF THE CONTRACTOR**

(The following information serves as a guide to facilitate the interpretation of the Proposer's Proposal. These Schedules contain the results of the results of the negotiated efforts between the two parties.)

**KEY PERSONNEL**

- Ronald L. Book, Team leader
- Kelly C. Mallette, Lobbyist
- Rana G. Brown, Lobbyist

**RESPONSIBILITIES OF THE CONTRACTOR**

- Communicate with the President/CEO or the Vice President of Governmental Relations on an as needed basis to review and analyze State government executive and legislative actions having a bearing on the Financial Recovery Board's fiscal and programmatic interests.
- Establish and maintain positive working relationships with the executive and legislative branches of the State government to enhance the Board's position with respect to financial assistance, including reimbursements, applications, regulatory procedures, legislation, budget authorizations and appropriations, and other similar matters.
- Review on a continuing basis all existing and proposed State policies, programs and legislation. Identify those issues that may affect the Board, and regularly inform the Board of these matters. Provide legislative expertise and consulting services.
- Provide staff with various areas of expertise to assist the Vice President of Governmental Relations and the Board in advocating and advancing the Board's legislative priorities. These issues may include the preservation and enhancement of Medicaid programs, preservation and enhancement of the Low Income Pool Program, appropriations, and such other issues as become important or necessary for the Trust.
- Establish and maintain a fully functional office, if required, including, but not limited to, phones, facsimile, copy machine, personal computer with appropriate software, filing space for Trust staff or Board Members that may travel to Tallahassee, and provide clerical assistance for said staff or Board Members to ensure effective coordination between Tallahassee and the Board.
- Provide a full range of legislative counsel and advocacy services, including preparing weekly tracking reports advising the CEO/President and the Vice President of Governmental Relations of the current status of legislation during the Legislative Session.
- Advise the CEO/President or the Vice President of Government Relations on a timely basis of any issues, meetings, hearings, or legislative and administrative procedures of relevance to the Board.
- Monitor state legislative committee meetings, state agency hearings and meetings prior to and during the Regular and Special Legislative Sessions at which specific issues within the Board's adopted legislative priorities are considered, as well as other issues that may impact the Board.
- Be available on a twenty-four hours, seven day per week basis during the Session, and immediately thereafter, responding to any calls or pages by the CEO/President or Vice President of Governmental Relations.
- Work with the CEO/President, Vice President of Governmental Relations and the Miami-Dade Legislative

Delegation to develop special or general legislation in keeping with, or supportive of, the Board's adopted legislative program.

- Counsel with the Board regarding appearances by Board staff or Board Members before Legislative Committees and State Administrative agencies.
- Assist in drafting, interpreting and monitoring legislation, regulations, amendments, report language, position papers, and testimony as needed.
- Be prepared, at all times, to obtain documentation and research materials upon request.
- Develop and evaluate strategy for the support, opposition or amendment of pending legislation.
- Testify and lobby before the Legislature, Governor and Cabinet as necessary on behalf of the Board as necessary.
- Upon request, coordinate appointments/meetings between the Board Members or Board staff and appropriate state officials and legislators.
- Provide periodic written reports during those months that the legislature is not in Session, on issues of interest or concern to the Board. Such information may include, but not necessarily be limited to, action taken at interim committee meetings, rule making hearings, status of studies that have commenced; task force meeting updates, and advance notice of legislation being proposed.
- Prepare weekly Session reports that details legislative action taken during the week, status of legislative issues, and anticipated action during the upcoming week.
- Provide Session final report in writing that summarizes the status of the Board's legislative priorities within sixty (60) days from the close of Session.

**EXHIBIT 4**

**FEEES**

**TOTAL COST**

The Total Cost will be a firm fixed cost for the life of the contract.

Annual Cost for one year of services will not exceed \$120,000.00 to be paid on a monthly basis at \$10,000.00 per month.

This fee will be inclusive of all expenses (i.e. hotel, travel, communication, lodging, meals, etc...)

Any invoicing to the Trust beyond the agreed to Annual Cost will require pre-approval by the Project Manger prior to being invoiced. Failure to do so may cause denial of payment.

**OPTIONS TO RENEW**

The Total Cost for each optional year will be a firm fixed cost for the life of the renewal period.

Annual Cost for each of the two one-year renewal periods will not exceed \$120,000.00 each; these optional years will be paid on a monthly basis at \$10,000.00 per month.

This fee will be inclusive of all expenses (i.e. hotel, travel, communication, lodging, meals, etc...)

Any invoicing to the Trust beyond the agreed to Annual Cost will require pre-approval by the Project Manger prior to being invoiced. Failure to do so may cause denial of payment.