

**AGREEMENT BETWEEN ALACHUA COUNTY AND RSM US LLP
FOR PROFESSIONAL SERVICES – AUDITS (NO. 13371)**

This Agreement is entered into between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County” and RSM US LLP, a limited liability partnership authorized to do business in the State of Florida, hereinafter referred to as "Professional" (collectively hereinafter County and Professional referred to as “Parties”).

WITNESSETH

WHEREAS, the Professional responded to a request for quote (RFQ #22-311) put out by the County and desires to provide certain services for the County; and

WHEREAS, the Professional has a contract for financial and performance audits with the State of Florida, Department of Management Services; and

WHEREAS, the County desires to contract with the Professional for Professional to complete services related to a Fire Rescue Emergency Medical Billing Services Operational and Financial Audit, pursuant to the terms and conditions set forth herein.

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

1. **Scope of Services**. The Professional agrees to provide services for a Fire Rescue Emergency Medical Billing Services Operational and Financial Audit, as more particularly described in the Engagement Letter and Letter of Interest from RSM for RSQ 22-311, copies of which are attached hereto as **Attachment A** and incorporated herein (“Services”). The anticipated time for completion of the Services and Professional’s personnel for the Services are provided in Attachment A. The Professional will notify the County of any anticipated change in the completion time and/or the list of personnel who will complete the Services. The County reserves the right to enter and have contracts with other professionals, individuals and entities to provide the same or similar services contemplated by this Agreement, when it is determined by the County to be in the best interest of the County to do so.

2. **Term**. This Agreement is effective on the date executed by both Parties (“Effective Date”) and continues until the Services are completed to the satisfaction of the County, unless earlier terminated as provided herein. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners (“Board”). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

3. **Method of Payment**. For its assumption and performance of the Services, obligations, and responsibilities set forth herein, the County agrees to pay and Professional agrees to be paid according to the rates and terms provided in Attachment A, attached hereto, with an agreed to amount not to exceed **\$64,700**. The costs of travel, if required, will be paid as provided in Attachment A with the agreement between the Parties that travel costs will not exceed \$4,000.

4. **Business Associate Agreement**. The Parties acknowledge that Professional may receive protected health information protected by the Health Insurance Portability and Accountability

Act (HIPPA) and other information which is afford protections from the County, as a Covered Entity. As a result, the Professional shall comply with the terms and conditions of the Business Associate Agreement (BAA) attached to this Agreement as **Attachment B**, and incorporated herein.

5. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered five (5) business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County representative are:

County:
Alachua County Manager
12 SE 1st Street
Gainesville, FL 32601

Professional:
RSM US LLP
333 S. Garland Avenue
Orlando, Florida 32801

A copy of any notice, request or approval to the County must also be sent to:

Jesse. K. Irby II
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602
Attn: Finance and Accounting
dmw@alachuaclerk.org

And to:

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts
acpur@alachuacounty.us

6. **Default and Termination.**

- 5.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The (Title) Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.
- 5.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other

information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

5.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours' notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

6. **Public Records.**

6.1. General Provisions:

6.1.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public Records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes, or as otherwise provided by law.

6.1.2 In accordance with §119.0701, Florida Statutes, the Professional, *when acting on behalf of the County*, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

6.1.3 Professional shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

6.2. Confidential Information:

6.2.1 During the term of this Agreement, the Professional may claim that some, or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Professional.

6.2.2 The County will promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

6.3. Completion: Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of this Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

6.4 Compliance: A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under s.119.10, Florida Statutes.

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT E-MAIL: publicrecordsrequest@alachuacounty.us; PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601

7. **Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

8. **Indemnification and Limitation of Liability.**

8.1. The Professional agrees to protect, defend, indemnify, and hold the County and its officers, employees and agents free and harmless from and against any and all losses, damages, costs, charges, or other expenses or liabilities arising out of or directly relating to any and all claims, liens, demands, obligations, or causes of action in connection with this Agreement. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Professional. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes.

8.2. For all claims against the Professional under the Agreement or any purchase order, and regardless of the basis on which the claim is made, the Professional's liability under the Agreement or any purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Professional under the purchase order. This limitation shall not apply to claims arising under Section 8.1

8.3. Unless otherwise specifically enumerated in the Agreement or the applicable purchase order, no party shall be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement or purchase order requires the Professional to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The County may, in addition to other remedies available to them at law or equity and upon notice to the Professional, retain such monies from amounts due the Professional as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The County may set off any liability any liability or other obligation of the Professional or its affiliates to the County against payments due the Professional under any contract with the County.

9. **Assignment of Interest.** Neither party will assign this Agreement without prior written consent of the other party. The County and Professional 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.

10. **Independent Contractor.** In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional and not as an agent, employee, partner, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.

11. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this

Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

12. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

13. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

14. **Severability and Ambiguity.** It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.

15. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

16. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County.

17. **Amendments.** The Parties may amend this Agreement, including any Attachments, only by mutual written agreement of the Parties.

18. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

19. **Entire Agreement.** This terms and conditions in this Agreement, State of Florida State Term Contract #84111600-20-1 for Financial and Performance Audits ("State Contract"), and the Business Associate Agreement attached hereto ("BAA"), constitute the entire agreement between the parties and supersede all prior agreements and understandings, whether written or

oral, relating to the subject matter of this Agreement. In the event of a conflict, this Agreement will take precedence over the State Contract and the BAA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year below written.

**BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA**

By: _____
Marihelen Wheeler, Chair
Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

ATTEST:

RSM US LLP

By: Clara M Ewing

By: Jennifer M. Murtha

Print: Clara Ewing

Print: Jennifer Murtha

Title: Sr. Director

Title: Partner

Date: 04/25/2022



RSM US LLP

333 S Garland Avenue
Suite 1410
Orlando, Florida 32801

☎ 321 751 6200

www.rsmus.com

[Date]

Ms. Michelle Lieberman
County Manager
Alachua County Board of County Commissioners
12 SE 1st Street
Gainesville, Florida 32601

Dear Ms. Michelle Lieberman

Thank you for the opportunity to serve Alachua County Board of County Commissioners ("Client," "you" or "your"). The purpose of this engagement letter is to document your agreement for RSM US LLP, an Iowa limited liability partnership ("RSM," "we," "us" or "our") to conduct Fire Rescue Emergency Medical Billing Services Operational and Financial Audit under the provision of conducting financial and performance audits in accordance with Florida State Contract #84111600-20-1.

A. Engagement Objectives, Services, Approach and Scope of Work

We will perform the scope of work, as defined in the Alachua County RFQ 22-311 Emergency Medical Billing Services, and as described and disclaimed in RSM's response to the RFQ (Exhibit A to this Engagement Letter).

Our work will be to assist and advise you with this project. As stated below and for clarity, we will not, nor does Client desire us to, perform any management functions, make management decisions, or otherwise perform in a capacity equivalent to that of an employee or officer of Client.

The procedures to be performed will not constitute an audit, review or compilation of Client's financial statements or any part thereof, nor the external examination of management's assertions concerning the effectiveness of Client's internal control systems or an examination of compliance with laws, regulations or other matters. Accordingly, our performance of the procedures will not result in the expression of an opinion or any other form of assurance on Client's financial statements or any part thereof, nor an external opinion or any other form of assurance of Client's internal control systems or its compliance with laws, regulations or other matters.

B. Engagement Team

Jennifer Murtha, Partner, Clara Ewing, Senior Director, will be responsible for overseeing the engagement and the delivery of all Services to you. Matt Blondell, Director, and Weiss Campbell, Manager, will coordinate all fieldwork and project communications. Other personnel at the necessary skill and experience levels may be called upon to assist in this project as appropriate. While we will attempt to comply with your requests for certain individuals, we retain the right to assign and reassign our personnel, as appropriate, to perform the services.

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

If any portion of our Services is performed on Client premises, our personnel shall observe your reasonable policies regarding working conditions, building security and business hours, to the extent our personnel are made aware of such policies.

C. Engagement Assumptions, Client Acknowledgements, Responsibilities and Representations

Our Services, Fees and work schedule are based upon the following assumptions, acknowledgements, representations and understandings with you:

- Client will determine the extent of services it wishes RSM to provide and will undertake the responsibilities set forth in this engagement letter.
- Client will designate an employee or employees within its senior management who will make or obtain all management decisions with respect to this engagement on a timely basis.
- Client will ensure that we have access to key people, facilities and data, and that all levels of your employees and contractors will cooperate fully and timely with us. We will also let you know where we feel we are not getting the appropriate cooperation or direction and advise you of any other issues related to this engagement. The success of this engagement is dependent upon full openness, communications, cooperation and timely direction.
- Client agrees that all assumptions set forth in this engagement letter are accurate and agrees to provide us with such further information we may need and which we can rely on to be accurate and complete. We will be entitled to rely on all of your decisions and approvals made independently, and we will not be obligated to evaluate, advise on, confirm or reject such decisions and approvals.
- Client will evaluate the adequacy and results of services and will let us know immediately of any problems or issues you perceive in our personnel, services or deliverables.

The fulfillment and confirmation of these responsibilities, acknowledgements and representations are critical to the success of this engagement. The successful delivery of our Services, and the Fees charged, are also dependent on your timely and effective completion of your responsibilities, the accuracy and completeness of the assumptions, and timely decisions and approvals by your management. You will be responsible for any delays, additional costs or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities.

D. Fees and Expenses

Our fees for the Services described in this engagement letter will be based upon actual time at the hourly rates below, not to exceed \$64,700. If travel is required, we do not anticipate the cost being more than \$4,000; any and all travel reimbursement submissions will follow Florida State Statutes for travel reimbursement.

Title	Hourly Rate	Expected Hours
Partner / Senior Director / Director	\$250	47
Manager/Consultant	\$185	60
Junior Consultant	\$135	310

You acknowledge that this is our good faith estimate based upon our understanding of the engagement assumptions and the facts and circumstances we are aware of at this time. If the basis of our estimates is inaccurate, the Fees and Expenses may be different from those we each anticipate. If circumstances are encountered that affect our ability to proceed according to the plan outlined above, such as major scope changes, loss of key Client personnel, unavailable information, or undetermined or requested scope changes during our scoping efforts, we will inform you promptly and seek your approval for any changes in scope, timing or Fees that may result from such circumstances.

E. Invoice Address

Invoices for our services rendered pursuant to this engagement letter will be sent to:

Mr. Tommy Crosby
Assistant County Manager – Budget and Fiscal Services
Alachua County Board of County Commissioners
12 SE 1st Street
Gainesville, Florida 32601

F. Parties' Understandings Concerning Situation Around COVID-19

RSM and Client acknowledge that, at the time of the execution of this Engagement Letter, federal, state, and local governments, both domestic and foreign, have restricted travel and/or the movement of its citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, RSM has restricted its employees from travel and onsite work, whether at a client facility or RSM facility, to protect the health of both RSM's and its clients' employees. Accordingly, to the extent that any of the services described in this Engagement Letter requires or relies on RSM or Client personnel to travel and/or perform work onsite, either at Client's or RSM's facilities, including, but not limited to, maintaining business operations and/or IT infrastructure, RSM and Client acknowledge and agree that the performance of such work may be delayed and thus certain services described herein may need to be rescheduled and/or suspended at either RSM's or Client's sole discretion. Each party agrees to provide the other with prompt notice (email will be sufficient) in the event any of the services described herein will need to be rescheduled and/or suspended. The parties further acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein; provided, however, RSM will obtain Client's prior written approval (email will be sufficient) for any increase in the cost of the services resulting from the situation surrounding COVID-19. Each party agrees that NEITHER PARTY, NOR THEIR PERSONNEL, WILL BE HELD RESPONSIBLE OR LIABLE TO THE OTHER PARTY FOR ANY LOSSES OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, INTERRUPTION OR LOSS OF BUSINESS, OR ANY LOST PROFITS, REVENUE OR DATA, ARISING FROM OR RELATING TO DELAYS IN THE PERFORMANCE, OR THE NONPERFORMANCE, OF THE SERVICES DESCRIBED HEREIN DUE TO THE SITUATION SURROUNDING COVID-19.

To the extent RSM agrees to provide any of the services described herein onsite, whether at RSM's or Client's facilities, Client hereby agrees: (i) NEITHER RSM, NOR ANY OF ITS PERSONNEL, SHALL BE RESPONSIBLE OR LIABLE TO CLIENT, ITS PERSONNEL, OR ANY THIRD-PARTY FOR ANY PERSONAL OR BODILY INJURY ARISING FROM OR RELATED TO COVID-19, INCLUDING, BUT NOT LIMITED TO, DEATH, OR ANY RESULTING LOSS OR DAMAGE TO CLIENT RELATED TO ANY SUCH INJURY, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE, AND DATA; and (ii) to indemnify, defend and hold RSM and its personnel harmless from and against any claims threatened or made by Client, its personnel, or any third-party based upon any personal or bodily injury, including death, arising from or relating to exposure to COVID-19 through RSM's personnel in connection with the services described herein.

Alachua County has established safety protocols to protect the spread of COVID-19 in the workplace and among the workforce. RSM agrees to comply with adopted Alachua County COVID-19 Procedure, as amended, concerning masking and social distancing as applicable to employees while working or providing services inside a Covered Alachua County Facility

The attached Terms and Conditions apply to this engagement and are an integral part of our agreement. Please indicate your agreement to these arrangements by signing and returning a copy of this engagement letter with the completed acknowledgement section.

We appreciate the opportunity to be of service to you and look forward to working with you on this engagement. If at any time you have any questions, concerns or issues with our services, billings or anything else related to our service, please call me at +1 321 751 6217.

RSM US LLP (the "Firm") is an Iowa Limited Liability Partnership. In accordance with the terms of the Firm's governing documents, all partners and principals are authorized to execute client engagement contracts on the Firm's behalf. Therefore, as a partner, Jennifer Murtha is authorized to execute any such agreements with the Alachua County, Florida on behalf of the Firm.

Sincerely,

Jennifer Murtha, Partner

Executed Contract between RSM US LLP and the State of Florida *State Term Contract #84111600-20-1 for Financial and Performance Audits.*

Enclosures:

Terms and Conditions

Exhibit A – RSM US LLPRFQ 22-311 Response

G. Acknowledgement and Acceptance

We have read and agree to this engagement letter, the attached and incorporated Terms and Conditions, and any specified Exhibits and Attachments hereto. Client and its signatory below represents that said signatory is its duly authorized representative and has the requisite power and authority to bind Client to the undertakings and obligations contained herein.

Acknowledged and accepted:

Alachua County, Florida

By: _____

Name: _____

Title: _____

Phone Number: _____

Email Address: _____

Date: _____

FEIN/Tax ID Number: _____

TERMS AND CONDITIONS

These Terms and Conditions (the "Terms") will govern the services provided by RSM as described in the Engagement Letter (the "Engagement Letter") executed by Client and RSM in which these Terms are included. These Terms, together with the Engagement Letter and any of its attachments, constitute the entire understanding and agreement between Client and RSM with respect to the Services described in the Engagement Letter (collectively, the "Agreement"), supersede all prior oral and written communications, and may be amended, modified or changed, including changes in scope or nature of the services or fees, only in writing when signed by both parties. If there is a conflict between these Terms and the terms of the Engagement Letter, these Terms will govern. RSM and Client are each at times herein referred to as a "Party" and collectively, the "Parties."

Terms and conditions to be followed are those set forth under the provisions of the State of Florida *State Term Contract #84111600-20-1 for Financial and Performance Audits*.

The following limitation of liability, which was included in the prior FL State Term Contract #973-000-14-01, in which the County previously utilized for contracting with RSM for similar services, but not included in the Contract #84111600-20-1 noted above, is hereby incorporated into this agreement:

Limitation of Liability. *For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the indemnity paragraph contained in this agreement.*

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State.

EXHIBIT A
RSM US LLPRFQ 22-311 Response

Dear Ms. Cruz-Cáliz:

RSM US LLP (RSM) is enthusiastic about the prospect of continuing our partnership with the Alachua County Board of County Commissioners (County) as outlined in the request for quote (RFQ) 22-311 to conduct Fire Rescue Emergency Medical Billing Services Operational and Financial Audit under the provision of conducting financial and performance audits in accordance with Florida State Contract #84111600-20-1. This is our letter of interest. We fully understand the services to be provided and are committed to exceeding your expectations and continuing to add value to the County.

We fully understand the services, challenges, complexity and nuances of the work being requested to be provided and are committed to exceed your expectations. As our response will demonstrate, we believe that RSM provides a compelling case to be selected as the firm to continue to serve the County. We have proven that we can assemble engagement teams well qualified to collaborate with you to help you accomplish your goals on schedule and within budget.

The power of being understood®

We would like to emphasize one final point: We want to continue our successful partnership with you. Our brand promise speaks directly to how we differentiate ourselves in the marketplace. The County's success is a key part of our success. As the fifth largest accounting firm in the country, we can be flexible and provide the necessary resources the County is seeking. RSM is committed to delivering quality-consulting services.

We have a robust public sector consulting practice which strives to exceed expectations, so we encourage you to connect with some of our clients noted in this proposal. Below is feedback received related to fire and rescue subject area:

"The RSM team has been exceptional in performing their audits of the various projects they've done in my fire and rescue organization. The RSM audits have identified a number of areas that allowed my fire and rescue system that is comprised of multiple departments, to make improvements and lower risks in areas that we most likely would not have been able to see for ourselves. I value having these internal auditors on our critically important projects whose dedication and talented skill set provides reports of their findings that are comprehensive, timely and actionable. And I further value having auditors who believe in the importance of surfacing risks that management can then mitigate as opposed to looking for the "gotch yas". I could not be more satisfied with RSM's work."

– Department of Fire and Rescue Chief - Retired, Prince William County, 2017

If you have any questions about the information provided or items that require additional elaboration, please do not hesitate to contact me us.

We very much appreciate the opportunity and look forward to hearing from you.

RSM US LLP



Jennifer Murtha, Partner

RSM US LLP



Clara M Ewing, Senior Director

LETTER OF INTEREST

ALACHUA COUNTY, FLORIDA BOARD
OF COUNTY COMMISSIONERS

22-311 Request for Quotes Emergency
Medical Billing Services

January 19, 2022



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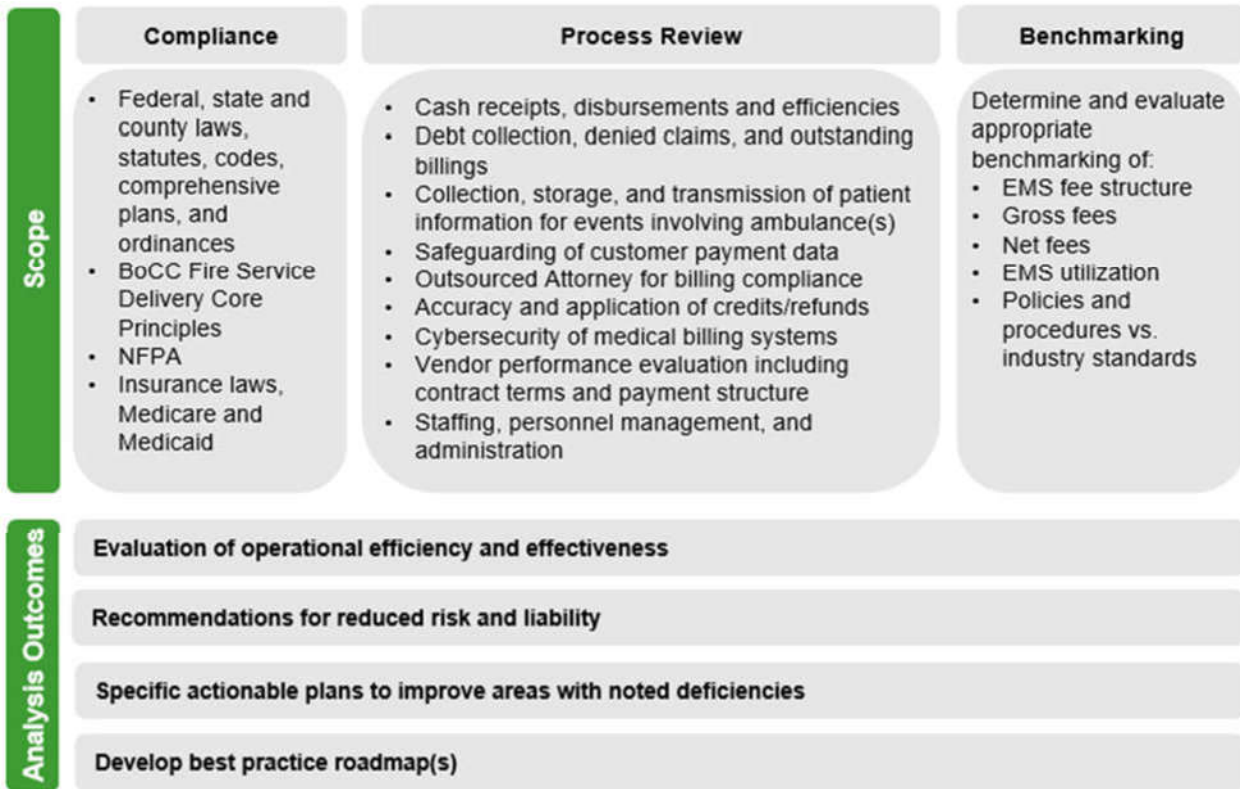
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4.1.1 Project understanding and approach

Our understanding of your needs

We understand that Alachua County is seeking to contract services for a comprehensive analysis of the Fire Rescue Department’s EMS Billing Services. Based on the RFQ, we organized the scope of work into the following summary.

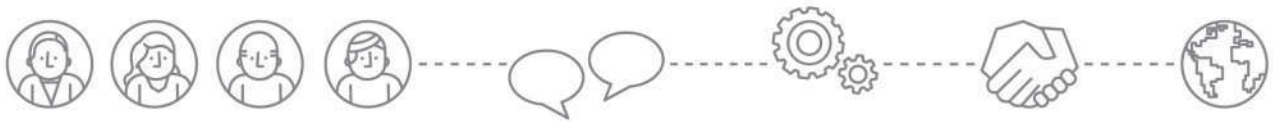


During the scope of this audit, RSM understands that we are likely to come into contact with confidential or other sensitive and/or proprietary information, as well as information protected under HIPAA. RSM agrees that it will not use or disclose any information, for any purpose, other than performing its obligations under the terms of this assessment. RSM agrees to comply with Florida Statute 119 (including confidentiality of applicable records exempted under FSS119 or any other FSS) and retain and follow any public records retention guidelines.

The scope of work within Exhibit 1 of the RFQ, includes a myriad of operational processes and controls which highlight various risks to the organization. RSM’s response to this RFQ assumes that the data, systems, and people required to accomplish each scope item are organized and available. Unavailable data, systems, and people will impact our ability to accomplish certain scope items.

Our deliverable will strive to inform management to make decisions and implement necessary processes and controls. As part of the planning phase we will work together to finalize the project’s scope which will dictate specific procedures and corresponding deliverables. Therefore, certain scope items and implied deliverables, as they appear in the RFQ, may be adjusted, as necessary. Our recommendations will contemplate and depict the level of effort required of implementation(s), but will not provide specific cost estimates.



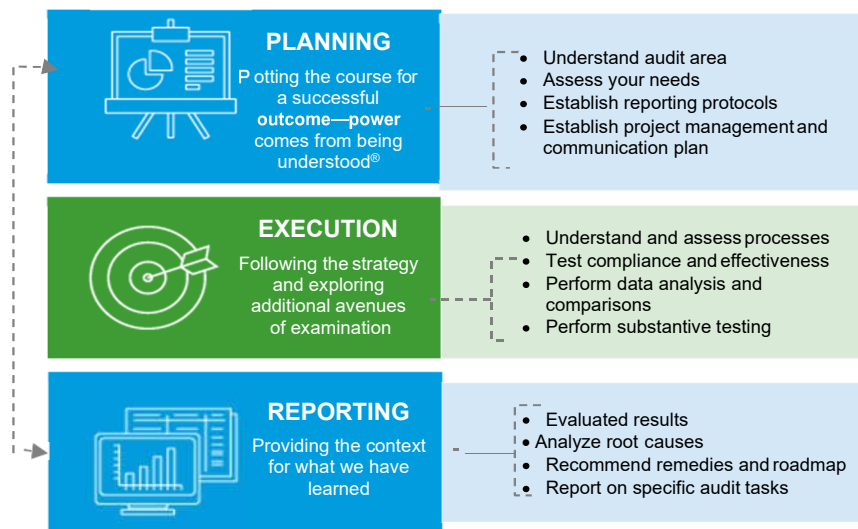


4.1 Project understanding and approach - Continued

Approach and methodology

RSM has a comprehensive audit methodology with a holistic approach to assessing your most critical risks. There is no one-size-fits-all audit project; therefore, we have a flexible methodology that helps our audit services evolve from a necessary process to assume a strategic role within an organization. A high-level overview is included in the matrix below.

We leverage proven processes and advanced technology to help mitigate risk, monitor compliance and add value to our Clients. Our methodology is grounded in understanding the organization's needs and working with you to develop a responsive approach to meet and exceed those expectations. Our fieldwork testing and analysis will be conducted utilizing sampling and other auditing techniques to meet our audit objectives outlined. In addition, we integrate quality assurance and project management resources to increase visibility into your audit project, providing real-time results and insight into progress.



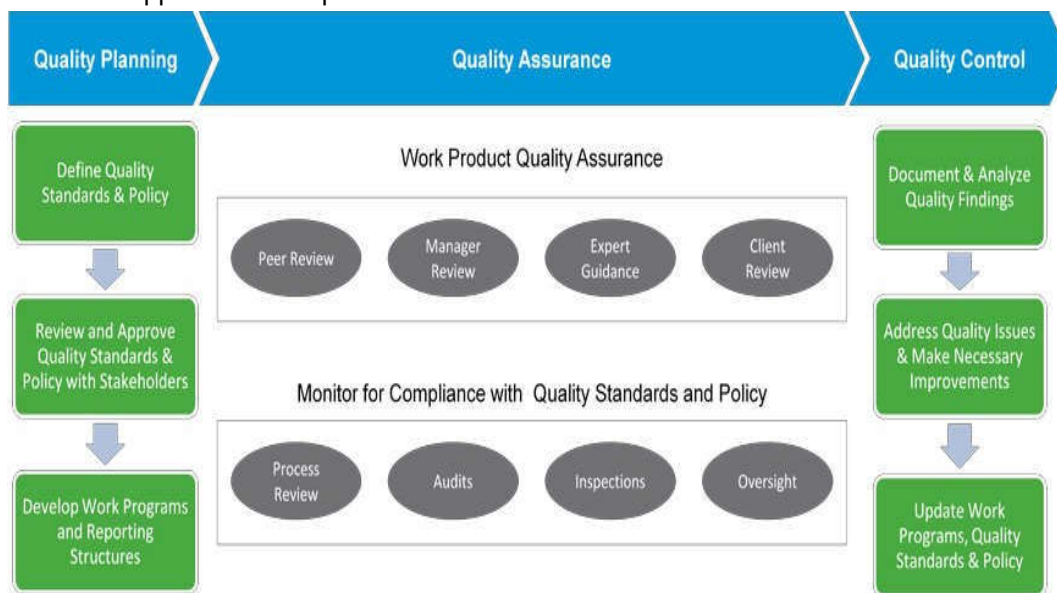


4.1 Project understanding and approach - Continued

Our report will include clear and concise communication regarding the results of our audit, as well as best practice recommendations for optimizing the processes within the Department. We pride ourselves in not just identifying problems, but also bringing solutions. We will provide detailed recommendations that adhere to our guiding principles of always adding value and understanding your operations. We understand the transparent world that organizations like the County live in, including the need for accuracy and clarity, the ramifications of the Florida Sunshine and Freedom of Information Act and the possibility of misinterpretation by third parties or media outlets. Management and appropriate staff will be afforded the opportunity to discuss and resolve anything in the draft audit report prior to the adoption of the final report to the public record. Finalization of reports will be in accordance as regulated by Florida Sunshine and Freedom of Information Act.

Recommendations may include operational efficiencies for the organization and opportunities to enhance growth and facilitate process improvement. We will not recommend changes that add administrative requirements and possibly reduce the Department’s efficiency without reducing one or more significant risks. We will not shy away from discussing our challenges and concerns, nor will we neglect to commend members of the Department where risks are being effectively managed.

We are successful with our clients in collaborating with management to identify recommendations and solutions that are applicable and specific to the stakeholders.



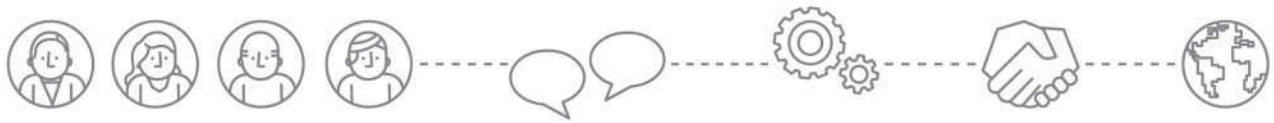
Experience and expertise

As a national firm, RSM serves the audit, compliance and consulting needs of over 700 state and local governmental entities, including counties, cities and towns, utilities, school districts, higher education and various authorities.

Our responsibility is two-fold: (1) to provide the County with professional technical services from which you receive value and (2) to continue our relationship with those charged with governance so that we may add more value as your trusted advisers.

“The Power of Being Understood[®]” is our brand promise and speaks directly to how we differentiate ourselves in the marketplace. By bringing together the collective talents, scale and power of the firm, we make a commitment to consistently seek and deliver deeper understanding of your needs, desires and challenges through every interaction.





4.1 Project understanding and approach - Continued

Our team has experience specifically with the requested services related to fire services with numerous public sector entities. We have performed related performance, operational, financial and compliance related audits in the following areas:

Prince William County, Virginia

Contact Name: Tim Keen, Fire & Rescue Chief

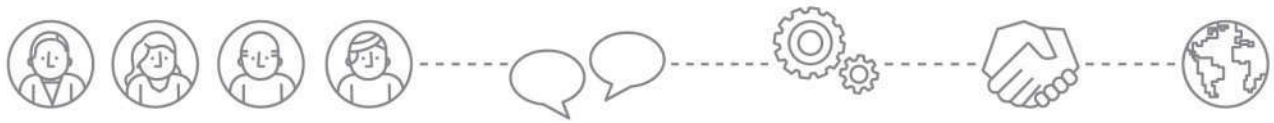
Email: tkeen@pwcgov.org

Number: 703.792.7598

Work performed: Since 2012, RSM has provided audit services to Prince William County (“PWC”). Fire services related projects are as follows:

- **Fire and Rescue System Operational Review and Analysis:** The objective of this operational review and analysis focused on identifying high risks for the PWC Fire and Rescue System by reviewing, benchmarking and analyzing comparative data of other fire and rescue system operations to assist PWC with decision-making. Providing fire and rescue services is a continuous challenge and one that has become more complex in recent years. Due to the complexities and nature of what today’s fire and rescue services entail, there are numerous factors to take into consideration when performing an analysis such as this. Consideration should be given ‘collectively’ to the population including growth rates, population descriptors, response times, community involvement, location, governance, public opinion and philosophy. Areas of focus included: Organizational Structure; Command Structure and Governance; Composition, Staffing, Membership, Responsiveness/Deployment, Mutual Aid; Training and Standards of Care Requirements; Large Purchases; Public Opinion, System-wide Policies and Procedures; Funding Sources, Financial Data, Budget, Current National Challenges; and Comparisons with other Jurisdictions.
- **Emergency Medical Services Billing:** The primary objective of this internal audit was to perform a review of PWC’s patient billings in an effort to identify gaps in internal control design, operating effectiveness of internal controls, and opportunities for improvement. In addition, areas of focus included: Comparative analysis to neighboring jurisdictions, where possible, of the EMS fee structure; Gross fees; Net fees; and EMS utilization (e.g. total transports/incidents).
- **Maintenance Centralization:** RSM is currently in the process of evaluating and assessing the PWC’s apparatus/equipment maintenance model to identify necessity and elements for an improved centralized model to support the department’s needs.





4.1 Project understanding and approach - continued

City of Orlando, Florida

Contact Name: George McGowan, Director Audit Services and Management Support

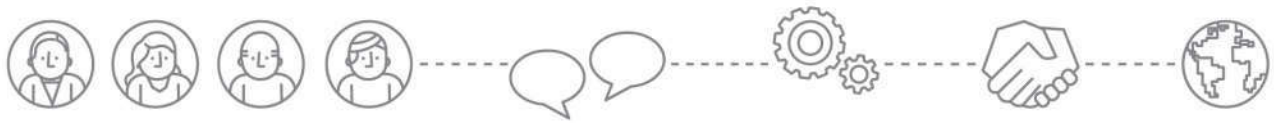
Email: george.mcgowan@cityoforlando.net

Number: 407.246.3083

Work performed: Since 2012, RSM has provided audit services to the City of Orlando (“City”). Fire services related projects are as follows:

- **Emergency Medical Services (“EMS”) Billing:** The objective of this audit of the City’s Fire Department EMS Transport Division was to identify gaps in internal control design, opportunities for efficiency gains, process improvements, and instances of non-compliance with Division and / or City policies and procedures. The following processes were in-scope for the purposes of the project due to the inherent risk associated within each process: Data Collection and Retention; Billing; and Collections. In addition, procedures related to the City’s transition to a new data entry hardware and software package were included.
- **Implementation Review of Fire Department Transport Orders:** The objectives of the implementation review were to: a) identify areas of significant risk to the City’s EMS including transport, pharmaceutical/controlled substances, equipment, and medical billing and reporting; and b) determine whether the recently established policies, procedures and controls were adequately designed to reduce exposure of financial, operational and/or legal/compliance risks.





4.1 Project understanding and approach – Continued

Brevard County, Florida

Contact Name[1]: Mark Schollmeyer, Fire Chief

Email: mark.schollmeyer@brevardcounty.us

Number: (321) 863-0695

Contact Name[2]: Matthew Wallace, Public Safety Director

Email: matthew.wallace@brevardfl.gov

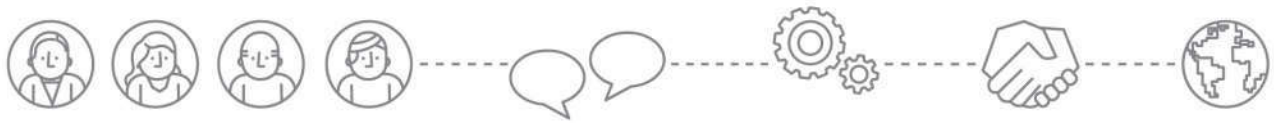
Number: (321) 633-2056

Work performed: Since 2001, RSM has provided audit services to Brevard County (“Brevard”). Fire services related projects are as follows:

- **Fire & Rescue Data Analysis:** The County approved a 33% increase to the County Fire Assessment to accommodate the unsustainable spending deficit impacting Fire & Rescue operations. Our review analyzed the factors or conditions that are contributing to the spending deficit experienced by the County Fire & Rescue. The procedures performed did not constitute an audit nor the external examination of the effectiveness of the County’s or BCFR’s internal control systems or examination of compliance with laws, regulations, or other matters. The purpose of this report was to collect and demonstrate the facts and evidence collected related to the historical, current, and forecasted condition of the BCFR.
- **Emergency Medical Services (“EMS”) Billing Financial Condition Review:** We performed an internal audit of the Fire Rescue department to validate the financial condition of the department with the primary objective being to provide the Board of County Commissioners with an independent analysis of the department’s ability to maintain its Board directed service level within its current revenue structure.
- **EMS billing:** The primary purpose of this audit was to assess the design and effectiveness of internal controls in place over Brevard’s public records retention and revenue billing and collections processes and to assess the compliance with certain laws, rules and other County policies and procedures related to EMS billing.
- **Operational Audit:** The internal audit objectives included the following: Verified compliance with state and department hiring policies; Verified compliance with grant and contract requirements; Validated accurate timekeeping and payroll functions; Verified accuracy and proper tracking of capitalized inventory; Verified accuracy and proper tracking of supply inventory; and Verified accuracy and appropriateness of employee reimbursements.
- **Timekeeping:** Objectives of this internal audit of fire services included the following: Identified and assessed effectiveness of accounting and administrative controls over timekeeping report and compliance union contract and shift differentials; Determined whether the records and documentation for timekeeping and payroll related items are sufficient to establish an audit trail for all transactions involving employees’ time, pay and deductions.

Martin County, Florida

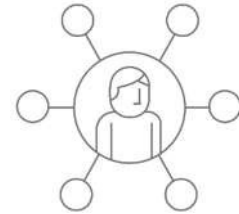
- **Contract Compliance:** The objective of the contract compliance review was to assist the County and Martin County Fire Rescue with their responsibility to assess compliance with the specific provisions of the Agreement between the County and Martin County Firefighters Association agreement. Areas of focus included: base pay, step classification and working out of set classification.



4.2 Ability of professional's personnel

Engagement team members

The following professionals have the qualifications, experience to handle your needs for this engagement and are committed to exceeding your expectations. Please refer to Appendix A for detailed biographies.



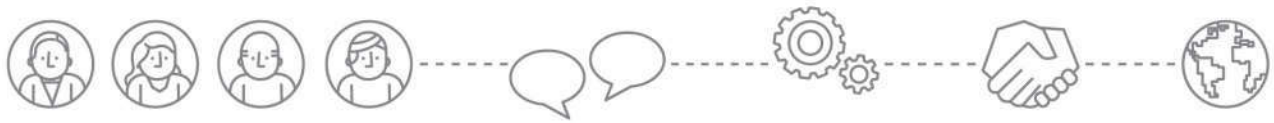
Your experience is going to be largely based on the quality of the people you work with, which is why we take our staffing approach so seriously. We have identified the right mix of resources to execute this project. RSM has a dynamic group of professionals dedicated to providing performance audit services to public sector entities. In fact, members of the proposed team spend 100% of their timeserving public sector organizations like Alachua County. In that way, our team can share best practices from client to client and readily improve efficiency and effectiveness.

Our staffing methodology is based on a thorough understanding of client needs for the engagement, including deadlines, desired outcomes and complexity of project, budget, technical and industry-specific knowledge required. When assigning professionals to specific project areas, we consider quality, efficiency and budget in each decision. Our personnel leverage model is dependent on the scope and objectives of each project.

Below we have identified the key professionals and subject matter professionals that will be dedicated and available to the County. We have the bandwidth to bring in other professionals and/or teams at the necessary skill and experience level based on the services needed by the County. We want the County to know that our top professionals will be dedicated and available. Reference Appendix A for full resumes corresponding to each team member.

Team member, engagement role	Role and qualifications to serve Alachua County
Jennifer Murtha Partner	Engagement Partner Jennifer is a Partner and the National Leader of RSM's Public Sector Risk Consulting practice, with over 25 years of experience focusing on both external and internal audit services, with most of those years spent serving clients in the public sector in the areas of performance /operational/ financial/compliance audit, process improvement and consulting. Jennifer will be responsible for your complete satisfaction with the services we provide. She will provide you with direct access to subject matter professionals in the Firm and work with you to facilitate that we are constantly providing the appropriate nature, level and quality of service.

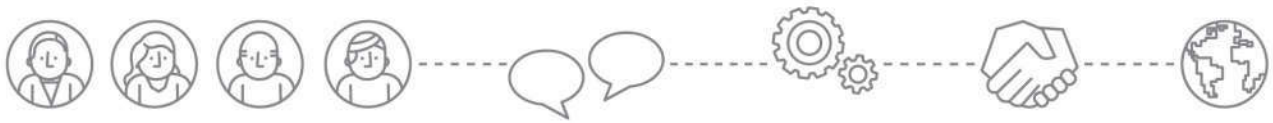




4.2 Ability of Professional's personnel - Continued

Team member, engagement role	Role and qualifications to serve Alachua County
<p>Clara Ewing</p> <p>Senior Director – Risk Consulting</p>	<p>Engagement Senior Director Clara is a CIA with over 20 years of experience (over 18 years with RSM), serving clients in the public sector in the areas of performance, operational, financial, compliance audit, including but not limited to, risk assessment, process improvement, and other areas of consulting. She will work with Jennifer in providing you with direct access to subject matter professionals in the Firm and work with you to facilitate that we are constantly providing the appropriate nature, level and quality of service. She will have responsibility for the overall quality of the project, and will provide overall guidance and oversight to our team. Relative client experience includes fire-related services provided to: Prince William County, VA; City of Orlando, FL; and Brevard County, FL.</p>
<p>Matthew Blondell</p> <p>Director – Risk Consulting</p>	<p>Engagement Director Matthew is a CPA with over 11 years of public accounting (over 7 years with RSM) experience. Matthew has led teams on performance/ financial/ compliance audit projects. Matthew is responsible for the execution of projects and supervision of staff, risks and controls, business process analysis, contract compliance services, risk management, and forensic investigations. He will serve as your primary contact on day-to-day matters, keep you informed about our progress, promptly address your questions and concerns, and will provide overall guidance and oversight to our team. Relative client experience includes Alachua County, VA; City of Orlando, FL; Prince William County, VA; and Brevard County, FL.</p>
<p>Weiss Campbell</p> <p>Manager – Risk Consulting</p>	<p>Engagement Manager Weiss is a CIA with over 7 years of public accounting experience. Weiss has led teams on performance/ financial/ compliance audit projects. Weiss is responsible for the execution of projects and supervision of staff, risks and controls, business process analysis, contract compliance services, risk management, and forensic investigations. Weiss will work with Matthew to oversee the day-to-day functions of the audit and the professional staff members assigned to the engagement. He will participate in planning and developing the overall approach and will monitor all phases of the work for timely completion of this performance audit. Relative client experience includes Prince William County, VA, and Brevard County, FL.</p>

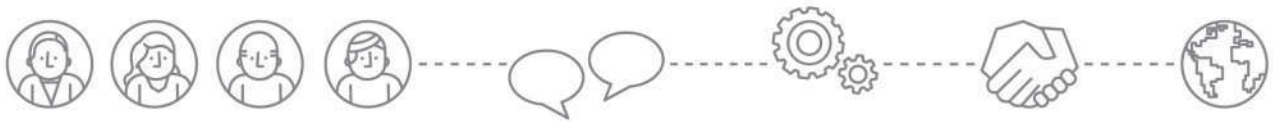




4.2 Ability of Professional's personnel - Continued

<p>John Hughes</p> <p>Associate – Risk Consulting</p>	<p>Engagement Staff John has over 2 years of experience, working with a number of public sector clients. He is proficient in designing test plans to determine the design and operating effectiveness of financial, performance, operational and compliance controls through performance of detailed testing procedures and is able to assist control owners with implementation of process improvements. This experience enables him to provide focused assistance regarding operational improvement, risk assessment, and compliance management. John will work with the respective project manager in execution of the work for timely completion of this performance audit. Relative client experience includes Brevard County, FL.</p>
<p>Duffy Leidner</p> <p>Manager – Risk Consulting</p>	<p>Technical Resource Duffy has over 8 years of experience providing performance assessment, internal audit and risk management services for public sector entities. He will participate in planning and developing the overall approach, specifically related to data analysis. Relative client experience includes Prince William County, VA; Arlington County, VA; Brevard County Schools; and City of Charlotte, NC.</p>
<p>Team of Managers, Seniors and Staff</p>	<p>We have a dedicated team of full-time consulting managers, seniors, and staff who work exclusively in providing business risk consulting services to drive fieldwork, analysis and project work. These individuals consist of CPAs, CIAs, CISAs, CFEs and others.</p>





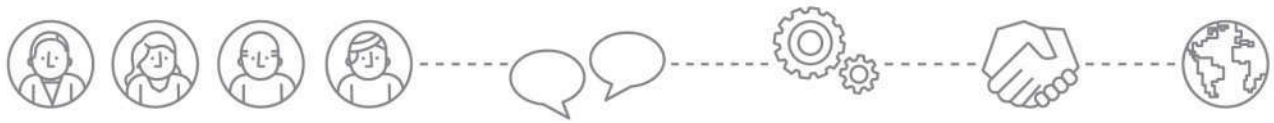
4.3 Project timeline

Timelines are dependent on the availability of the County representatives; and the timeliness, accuracy and completeness of documents and information provided by the County. For an average sized project, such as EMS billings and collections, a draft report is estimated to be provided within 8–14 weeks from commencement.

Below is an estimate of the timing required for each phase of an audit, which may vary with the scope of each project. We will begin delivery of services once an executed contract is in place and based on a start date agreed to by the County. We are fully adaptable to your needs and sensitive to any customization that should be made.

Milestones	Timing
Kick-off, information gathering and planning	1-2 weeks
Documenting our understanding of the audit area	1-2 weeks
Preliminary fieldwork, detailed testing and analysis	4-6 weeks
Vetting of results	Upon conclusion of fieldwork
Drafting of the audit report and discussion with management and senior leadership	2-4 weeks
Issuance of final report	Upon approval by County Leadership





4.4 Fees and expenses

Our estimated fees for the services described in this RFQ will be based upon actual time and material at the rates below. The fee estimate can be scaled to County's scope needs.

In addition to our fees, you must pay directly billed expenses, including report processing, travel, meals, fees and expenses for services from other professionals. Our current rates are reflected below and may be subject to adjustment as our prevailing rates change from time to time. Rate adjustments are subject to the terms and conditions set forth in State Term Contract 84111600-20-1.

RSM's estimated fees assume that the data, systems, and people required to accomplish each scope item are organized and available. Unavailable data, systems, and people will impact our ability to accomplish certain scope items.

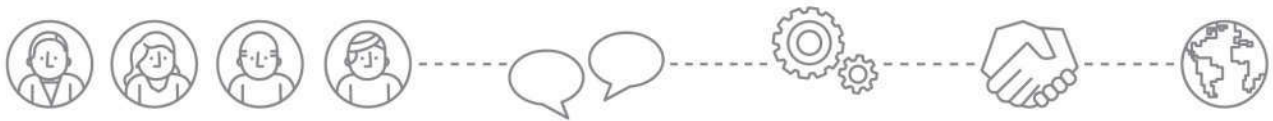
EMS Medical billing: Our estimated fees for the services described in the RFQ for Medical Billing amounts to \$64,700:

Title	Hourly Rate	Expected Hours
Partner/Senior Director/Director	\$250	47
Manager/Consultant	\$185	60
Junior Consultant	\$135	310

You acknowledge that this is our good-faith estimate based upon our understanding of the engagement assumptions and the facts and circumstances we are aware of at this time. Circumstances may arise that require the hour allocation to be adjusted between the identified levels; this will not change the overall dollar estimate if the circumstances are internal to RSM staff availability. If the basis of our estimates is inaccurate, the fees and expenses may be different from those we each anticipate.

Fees for services of this type are always difficult to estimate. If circumstances are encountered that affect our ability to proceed according to the plan outlined above, such as major scope changes, loss of key Client personnel, unavailable information, or undetermined or requested scope changes during our scoping efforts, we will inform you promptly and seek your approval for any changes in scope, timing or fees that may result from such circumstances.





Disclaimers and exceptions

Disclaimers

Given the specificity of this RFQ's scope of work, the following disclaimers are necessary to clarify limitations related to certain unknown variables and conflicts with our audit approach and methodology. The scope of work within this RFQ includes a myriad of operational processes and controls which highlight various risks to the organization. RSM's response to this RFQ assumes that the data, systems, and people required to accomplish each scope item are organized and available. Unavailable data, systems, and people will impact our ability to accomplish certain scope items.

- **Benchmarking:** Organizations of all types and sizes recognize the value of comparing themselves to other like organizations. This process of comparison yields valuable information to leaders and decision makers. Identifying comparable peer groups can be extremely challenging, as no two jurisdictions are exactly alike. There are, however, risks inherent in comparisons, as organizations could account for data differently; thus, there are limitations to the comparisons to the County. We will strive to provide the requested comparison to readily available national information and up to 4 peer groups. The ability to provide comparisons of 5 years of data is completely dependent on the availability of information from the County and peer group, which is outside of our control.
- **Draft policies and procedures:** We will create written observations and recommendations to assist the County to modify and enhance existing policies and procedures. We will not be able to draft the County's policies and procedures since this falls outside of the audit function.
- **Implementation costs for recommendations:** Our recommendations will contemplate and risk rate the level of effort required of implementation(s), but will not include specific cost estimates.
- **Cyber security:** We will not be performing any cyber related testing on County systems. Our cyber security procedures will be limited to reviewing the County's contracts with a sample of third-parties for appropriate safeguards/protection in the contract language.

Our deliverable will strive to inform management to make decisions and implement necessary processes and controls. As part of the planning phase we will work together to finalize the project's scope which will dictate specific procedures and corresponding deliverables. Therefore, certain scope items and implied deliverables, as they appear in the RFQ, may be adjusted, as necessary.

Exceptions

If the County selects RSM based upon our response to this RFP, we would seek to negotiate in good faith modifications, additions, or clarifications of the Terms and Conditions of the Contract in the areas discussed below and other potential areas, provided that such revisions are consistent with the exceptions noted herein and are in accordance with standard industry practices.

Given our extensive experience in contracting with governmental agencies similar to the County, we are confident that we can reach an agreement with you on these issues. Notwithstanding anything to the contrary contained in the RFQ or this response thereto, our obligation to perform any services shall follow the execution by both parties of a mutually agreed upon definitive agreement.

Business Associate Agreement

The Business Associate Agreement is being reviewed by RSM's National Office of Risk Management.





Disclaimers and Exceptions - Continued

Terms and Conditions

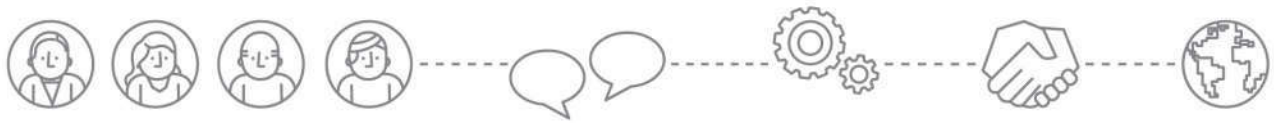
This request for quote (RFQ) to conduct a performance audit of the Alachua County Fire Rescue is under the provision of conducting financial and performance audits in accordance with Florida State Contract #84111600-20-1. This Florida State Contract does not include a limitation of liability. In order for RSM to be able to engage with the County in the performance of the requested services, we are requesting inclusion of limitation of liability for this RFQ. As such, we are proposing inclusion of the below limitation of liability verbiage. This verbiage was included in the previous Florida State Contract #973-000-14-01, in which the County previously utilized for contracting with RSM for similar services.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

If, however, the County believes an alternative limitation is warranted, RSM can agree to a reasonable multiple of the fees under this RFQ.





Appendices

Appendix A—Engagement team biographies



Jennifer Murtha

Partner, Risk Consulting

jennifer.murtha@rsmus.com

Summary of experience

Jennifer is a Partner and the National Leader of RSM's Public Sector Risk Consulting practice, with over 25 years of experience focusing on both external and internal audit services. She provides a full range of consulting and audit services for State and Local governments. Jennifer has assisted many clients in establishing internal audit functions from top to bottom, including creating charters and audit committees and organizational governance. She has led teams in financial, operational, and performance as well as compliance audits in many different areas of government. She has led fraud investigations and has represented her clients as an expert witness. She is a regular presenter of internal audit related topics at various local, regional and internal public sector events. A partial listing of her public sector clients include:

- Brevard County— since the inception (2000) of the audit function Jennifer has been Manager, Director and now Partner in-charge of this engagement.
- Prince William County—Jennifer is a part of the core team for the internal audit function at Prince William County, since inception in 2012.
- Arlington County—Jennifer has been a public sector technical resource and has performed the risk assessment and internal audit plan and quality assurance on the co-sourced internal audit activities since inception in 2014.
- DC Water—Jennifer is a part of the core team for the internal audit function at DC Water. Since inception in 2014, the team has delivered a three-year audit plan and numerous internal audits from the approved plan.
- School Board of Brevard County—Jennifer has been working with this client since she was a Supervisor in 1998. She has been the manager on the engagement and now is the Director over the internal audit function reporting directly to the audit committee.

Jennifer is a recurring speaker and presents topics regarding internal controls, governance and internal audit at the conference. She has been a speaker at various GFOA, FGFOA and FSFOA events.

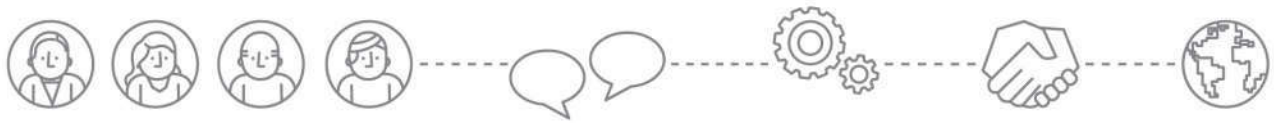
Professional affiliations and credentials

- American Institute of Certified Public Accountants
- Certified Public Accountant licensed in New York
- Institute of Internal Auditors

Education

- Bachelor of Arts, finance, Catholic University of America
- Post graduate work in accounting, Hofstra University





Clara Ewing

Senior Director, Risk Consulting
clara.ewing@rsmus.com

Summary of experience

Clara has over 20 years of experience in servicing clients in financial reporting, internal controls and process improvement. She started her risk management/auditing experience with Big Four accounting firms and has spent the breadth of her public accounting career collaborating with organizations in auditing and assessing controls in internal and external audit. Clara's ability to effectively work with senior management, boards, audit committee members and other auditors has given her the skills necessary to partner, consult, assess and implement practical business solutions in an ever-changing environment in private and public sector. For the past 12 years, Clara has spent 100% of her time serving clients in the public sector, and is a regular presenter of internal audit related topics at various local, regional and internal public sector events.

- Clara is part of the core team for numerous public sector clients, with responsibility for the overall risk assessment and audit plan, determination of the design analysis, remediation implementation, and analysis of operating effectiveness, reporting and presentations to audit committees and management.
- Her vast experience in assessing processes for private and public sector, gives her the ability to provide best practices from a variety of government entities.
- Her work included implementation of successful remediation plans, including documentation of processes, and policies and procedures across organizations.
- She has implementation of successful process re-engineering and implementation of remediation plans, including documentation of processes, policies and procedures across numerous government entities.
- Clara serves as the quality assurance director on several high-profile engagements and has performed quality assurance reviews for numerous public sector entities.
- Representative clients include: Lee County Electric, Orlando Utilities Commission, North Carolina State Ports Authority; Jacksonville Port Authority; City of Charlotte, NC – Charlotte Douglas International Airport; Counties of Arlington, Loudoun, Prince William and Spotsylvania VA; Counties of Alachua, Brevard and St Lucie, FL; Cities of Orlando and Homestead, FL; University of Florida; and various School District

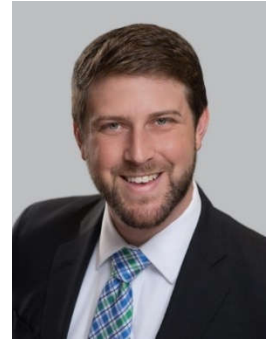
Professional affiliations and credentials

- Boys and Girls Club
- Certified Internal Auditor
- Institute of Internal Auditors

Education

- Bachelor of Science, accounting, Louisiana State University
- Bachelor of Science, general business, Louisiana State University





Matthew Blondell

Director, Risk Consulting
matthew.blondell@rsmus.com

Summary of experience

Matt is a process risk and controls director and construction specialist in RSM's business risk consulting group where he is responsible for the execution of projects and supervision of staff, risks and controls, contract compliance services, risk management, business process analysis, and forensic investigations. Matt has been in public accounting for over ten years and his experience includes planning, supervising, and executing closeout audits, contract compliance engagements, facilities and construction internal audits, and other consulting services for school districts, local and tribal governments, publicly traded entities, construction contractors and private equity clients throughout the country. Prior to joining RSM, Matt worked as an external auditor at a regional accounting firm.

At RSM, Matt is 100 percent dedicated to risk advisory services within the construction industry and serves as a subject matter expert in the Southeast region.

Representative clients include: Alachua County, Florida, Arlington County, Virginia, Brevard County, Brevard County School District, Capital One Services, City of Orlando, City of Charlotte, Charlotte Douglas Airport, DC Water, Florida State University, Jacksonville Aviation Authority, Jacksonville Port Authority, Kaufmann Lynn Construction, Northern Virginia Community College, Osceola County School District, Polo Club of Boca Raton, Prince William County, Virginia, Seminole Tribe of Florida, The State of Florida and University of Central Florida.

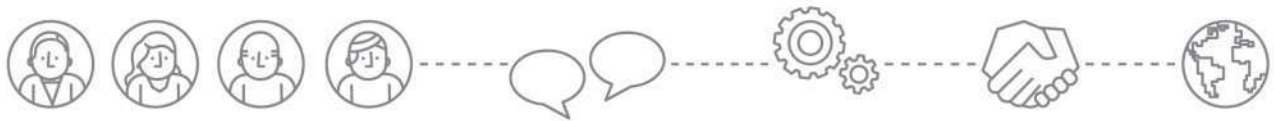
Professional affiliations and credentials

- American Institute of Certified Public Accountants
- Certified Public Accountant
- Florida Institute of Certified Public Accountants
- Institute of Internal Auditors

Education

- Master of Accounting, Florida State University
- Bachelor of Science, accounting, Florida State University





Weiss Campbell, CIA

Manager, Risk Consulting
William.Campbell@rsmus.com

Summary of experience

Weiss Campbell is a Manager within RSM's Risk Management practice. Weiss has over six years of experience providing financial, compliance audit and risk management services to a variety of public sector clients focusing primarily on local governments and school districts. Weiss' primary experience includes identifying and researching current accounting, auditing, and regulatory issues, as well as, documenting and assessing process flow and control, developing audit programs, identifying key risks and controls, testing controls, and evaluating overall operational effectiveness and contract compliance.

Weiss specializes in assisting local governments and school districts with managing operational, financial and technology risks, as well as designing and implementing client process improvements that strengthen internal controls and improve business processes. Weiss is primarily dedicated to providing risk advisory services for public sector clients, including local governments and school districts.

Relevant public sector clients include: Brevard County, Florida, Prince William County, Virginia, St Lucie County, Florida, City of Miami Beach, Florida, School Board of Brevard County, Florida, School District of Osceola County, Florida, Lee County School District, Florida

Professional affiliations and credentials

- Certified Internal Auditor (CIA)
- Institute of Internal Auditors

Education

- Master of Business Administration, University of South Florida
- Bachelor of Science, finance, University of Florida





John Hughes

Associate, Risk Consulting
John.Hughes@rsmus.com

Summary of experience

John Hughes is an Associate within RSM's Risk Management practice. John has over two years of experience providing financial, compliance audit and risk management services to public sector clients, focusing primarily on local governments and school districts. John's primary experience includes auditing compliance and identifying and researching current regulatory and auditing standards. John has additional experience documenting and assessing process flow and control structures, developing audit programs, identifying key risks and controls, testing controls and control environments, and evaluating overall operational effectiveness and compliance.

John has experience in drafting internal audit project deliverables, creating process flow charts, creating visual representation or aids as part of project deliverables, and presenting formalized testing observations and recommendations to clients.

John specializes in assisting local governments and school districts with testing operational, financial and compliance controls, identifying compliance and operational risks, as well as assisting in designing and implementing client process improvements that strengthen internal controls and improve business processes.

Relevant public sector clients include: Brevard County, Florida, St Lucie County, Florida, School Board of Brevard County, Florida, School District of Osceola County, Florida, Florida Department of Emergency (FDEM), Jacksonville Port Authority (JAXPORT)

Professional affiliations and credentials

- Institute of Internal Auditors

Education

- Bachelor of Science, finance, University of Florida
- Bachelor of Arts, Economics, University of Florida





Duffy Leidner

Manager, Risk Consulting
Duffy.Leidner@rsmus.com

Summary of experience

Duffy provides risk advisory services and business solutions to a variety of public and private sector entities. Through various engagements, Duffy has managed and performed reviews covering a myriad of operations, processes, and industries including, enterprise risk management, process improvement and data analyses, organizational transformation, third-party vendor performance assessments, contract compliance reviews, among many other risk related projects.

- Managed co-sourced and out-sourced internal audit functions and completed related tasks including, risk assessments, developing annual project plans, executing project planning / fieldwork / reporting, overseeing staff utilization, and providing advising as-needed.
- Conducted Enterprise Risk Management assessments, Internal Audit transformations and QAR assessments of internal audit functions. As part of on-going internal audit functions, facilitated continuous improvement processes related to the function.
- Participated and performed over 50 internal audits and/or performance reviews for various public and private sector clients. The subject matter spanned many different areas and departments. As part of these audits, as well as all other projects, performed walkthroughs to gain an understanding of the area under review including, related processes, objectives, recent changes, and critical factors impacting the area(s). Drafted and reviewed over 100 project deliverables. Created or oversaw the creation of flow charts based on walkthroughs and findings. Created visual representations or aids as part of project deliverables. Presented finalized observations, process improvements, and recommendations to clients.
- Performed ~20 assessments of various third-party vendors. Assisted in developing assessment tools and templates that were a critical part of accomplishing each engagement's objectives and scope. Identified cost saving opportunities. Validated that vendors were compliant with contractual obligations. Developed strategies to test processes to identify gaps that exist within data relationships and operations. Performed Service Level Agreement (SLA) recalculations.

Professional affiliations and credentials

- Certified Internal Auditor (CIA)
- Certified in Risk Management Assurance (CRMA)

Education

- Bachelor of Science, finance, supply chain management, University of Maryland, College Park



BUSINESS ASSOCIATE AGREEMENT

THIS **BUSINESS ASSOCIATE AGREEMENT** (this “Agreement”) is entered into, and effective as of _____, 2022 (the “Effective Date”) by and between Alachua County, Florida, a political subdivision of the State of Florida (“Alachua County” or “Covered Entity”) and RSM US LLP (“Business Associate”). The parties to this Agreement if not referred to as Covered Entity or Alachua County or BUSINESS ASSOCIATE or Business Associate may sometimes collectively be referred to “the Parties.” The Parties mutually agree as follows:

INTRODUCTION

The purpose of this Agreement is to comply with the requirements of (i) the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the associated regulations, as may be amended; (ii) the HIPAA Privacy Rule codified at, 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended; (iii) the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended; (iv) the Breach Notification Rule, codified at 45 C.F.R. Part 164, Subpart D, as may be amended; (v) the Enforcement Rule codified at 45 C.F.R. Part 160, Subparts C and D, as may be amended; (vi) the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”); and (vii) the HIPAA Omnibus Final Rule published in the Federal Register at 78 Fed. Reg. 5,566 (Jan. 25, 2013), and effective on March 26, 2013. The HITECH Act provides further protection for the privacy and security of PHI used and disclosed through health information technology. The Privacy, Security, Breach Notification and Enforcement Rules are collectively referred to herein as the “HIPAA Rules.” Unless otherwise defined in this Agreement, capitalized terms have the meanings given in the HIPAA Rules and the HITECH Act.

In consideration of the new and continuing obligations under the Services Agreement referenced below and other good and valuable consideration, the parties agree to comply with this Agreement and the requirements of the HIPAA Rules and the HITECH Act as follows:

1. **Services.** Alachua County and Business Associate have entered into an agreement under which Business Associate will perform certain services for Alachua County (“the Services Agreement”) Under the Services Agreement, Business Associate may create, receive, use, maintain or transmit PHI from or on behalf of Covered Entity in the course of providing certain services (the “Services”) for Covered Entity. The Services Agreement is incorporated herein by reference. In the event of a conflict between the terms of the Services Agreement and this Agreement, this Agreement shall control.

2. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI only as permitted or required by this Agreement, or as otherwise required by law. Business

Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of Services under the Services Agreement. Business Associate shall make uses and disclosures, and requests for PHI from Covered Entity, only in a manner consistent with HIPAA's minimum necessary requirements, and no more than the minimum PHI necessary to perform under the Services Agreement. Business Associate shall not use or disclose PHI in a manner (i) inconsistent with Covered Entity's obligations under the HIPAA Rules or the HITECH Act, or (ii) that would violate the HIPAA Rules or the HITECH Act if disclosed or used in such a manner by Covered Entity. Business Associate may use PHI for the proper management and administration of Business Associate's business and to carry out its responsibilities in accordance with 45 C.F.R. § 164.504(e)(4). Business Associate may not de-identify PHI received from, or created on behalf of Covered Entity without the express written authorization of Covered Entity. Business Associate shall make no use or disclosure of PHI in any manner which is contrary to the interest of Alachua County or will cause BUSINESS ASSOCIATE harm.

3. **Safeguards for the Protection of PHI.** Business Associate shall implement administrative, physical, and technical safeguards that are designed to protect the confidentiality, integrity, and availability of Electronic PHI held by Covered Entity. Business Associate shall comply with the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended, and with the applicable provisions of the HIPAA Privacy Rule codified at 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended, to the extent Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule. The Business Associate is responsible for ensuring that all of its employees or contractors who have access to PHI under this agreement are trained in the requirements of HIPAA as amended.

4. **Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures.** If Business Associate has knowledge of any use or disclosure of PHI not provided for by this Agreement, then Business Associate shall promptly notify Covered Entity in accordance with Section 12. Business Associate shall establish and implement procedures and other reasonable efforts for mitigating, to the extent practicable, any harmful effects arising from any improper use and/or disclosure of PHI of which it becomes aware. Furthermore, in the event Business Associate becomes aware of a Security Incident involving PHI, by itself or any of its agents or subcontractors, Business Associate shall notify Covered Entity in writing within ten (10) calendar days, of such Security Incident. Business Associate shall identify (to the extent known) the: (i) date of the Security Incident; (ii) scope of the Security Incident; (iii) Business Associate's response to the Security Incident; and (iv) identification of the party responsible for the Security Incident, if known. Covered Entity and Business Associate agree to act together in good faith to take reasonable steps to investigate and mitigate any harm caused by such unauthorized use or Security Incident. For these purposes, a "Security Incident" shall mean the successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system. Certain low risk attempts to breach network security, such as the incidents listed below, shall not constitute a Security Incident under this Agreement, provided they do not penetrate the perimeter, do not result in an actual breach of security, and remain within the normal incident level: pings on the firewall; port scans; attempts to log onto a system or enter a database with an invalid password or username; denial-of-service attacks that do not result in a major outage.

5. **Data Breach Notification and Mitigation.** Business Associate agrees to promptly notify Covered Entity of any “Breach” of “Unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “Data Breach”). The Parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a Data Breach. Business Associate shall, following the discovery of a Data Breach, promptly notify Covered Entity and in no event later than five (5) calendar days after Business Associate discovers such Data Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a Data Breach to Covered Entity, the discovery of a Data Breach shall occur as of the first day on which such Data Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be considered to have had knowledge of a Data Breach if the Data Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the Data Breach) who is an employee, officer or other agent of Business Associate. No later than five (5) calendar days following a Data Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the Data Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) Business Associate, Business Associate shall provide Covered Entity with: (i) contact information for Individuals who were or who may have been impacted by the Data Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Data Breach, including the date of the Data Breach, date of discovery, and number of Individuals affected by the Data Breach; (iii) a description of the types of unsecured PHI involved in the Data Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnosis and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the Data Breach, mitigate harm to the Individual impacted by the Data Breach, and protect against future Data Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions and/or learn additional information concerning the Data Breach. Following a Data Breach, Business Associate shall have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the Data Breach, including but not limited to the information described in the items above.

6. **Use and Disclosure of PHI by Subcontractors, Agents, and Representatives.** Business Associate shall require any subcontractor, agent, or other representative that is authorized to create, receive, maintain, or transmit PHI on behalf of Business Associate to execute a business associate agreement to agree in writing to the terms and conditions no less restrictive than those set forth herein. Business Associate shall remove any subcontractor, agent or other representative from providing services to Covered Entity under the Services Agreement, if such subcontractor, agent or representative fails to abide by any material term of such agreement..

7. **Individual Rights.** Business Associate shall comply with the following Individual rights requirements as applicable to PHI used or maintained by Business Associate:

7.1. **Right of Access.** Business Associate agrees to provide access to PHI maintained by Business Associate in a Designated Record Set, at the written request of Covered Entity, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet

the requirements under 45 C.F.R. §164.524. Such access shall be provided by Business Associate in the time and manner designated by applicable law, including, where applicable, access by electronic means pursuant to Section 13405(e) of the HITECH Act.

72. Right of Amendment. Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual in writing, and in the time and manner designated by applicable law.

73. Right to Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate agrees to provide to Covered Entity or an Individual, upon a written request, in the time and manner designated by applicable law, such information collected in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

74. No Waiver of Privilege. Notwithstanding 7.1, 7.2, and 7.3 above, Business Associate shall not permit access to any record if such access would violate Alachua County's or Business Associate's ethical responsibilities or any privileges which Business Associate or Alachua County may have under Florida or Federal law. To the maximum extent permitted by law, BUSINESS ASSOCIATE hereby reserves and retains any and all privileges which Alachua County may have under Florida or Federal law related to the confidentiality of all patient records of Alachua County or any attorney-client privilege or any attorney-work product privilege which Alachua County may have with respect to Business Associate's performance of its obligations under this section. The parties acknowledge that Alachua County retains the right to waive its attorney-client privilege with regard to its own records and to expressly instruct Business Associate to provide access to those records as a result of that waiver. In the event Alachua County determines to waive any privilege which it may have, Alachua County shall provide Business Associate with written notice of that waiver before Business Associate may act on any such decision.

8. Ownership of PHI. Covered Entity holds all right, title and interest in and to any and all PHI received by Business Associate from, or created or received by Business Associate on behalf of, Covered Entity, and Business Associate does not hold, and shall not acquire by virtue of this Agreement or by virtue of providing any services or goods to Covered Entity in the course of fulfilling its obligations pursuant to this Agreement, any right, title or interest in or to such PHI. Except as specified in this Agreement, Business Associate shall have no right to compile, distribute, make any statistical analysis, or develop any report utilizing any PHI provided to Business Associate under this Agreement nor may Business Associate release any information about PHI or the PHI to any other governmental or private agency or entity without the express written consent of BUSINESS ASSOCIATE.

9. **Prohibition on Sale of PHI.** Business Associate shall not sell or receive any remuneration, direct or indirect, of any kind in exchange for PHI or in exchange for the disclosure of PHI to any public or private agency or entity, except as expressly permitted by this Agreement or by the Services Agreement or by written authorization of BUSINESS ASSOCIATE.

10. **Inspection of Books and Records.** If Business Associate receives a request, made by or on behalf of HHS requiring Business Associate to make available its internal practices, books, and records relating to the use and disclosure of PHI to HHS for the purpose of determining compliance of Covered Entity with the Privacy Standards or the Security Standards, then Business Associate shall promptly notify Covered Entity of such request. Except as otherwise set forth below, Business Associate shall make its books and records relating to the use and disclosure of PHI by Covered Entity available to HHS and its authorized representatives for purposes of determining compliance of Covered Entity with the Privacy Standards and Security Standards.

To the extent permitted by law, Covered Entity hereby reserves and retains any and all privileges in which it has an interest under Federal or Florida law including attorney-client privilege or attorney-work product privilege with respect to Business Associate's performance if its obligations under this Agreement and this Section 10. Business Associate, to the maximum extent permitted by law, hereby reserves and retains any and all privileges it may have including all work product or other privileges or rights. Notwithstanding the above, in no event shall Business Associate delay complying with a request of HHS or its authorized representatives if such delay appears reasonably likely to result in any penalty, fine or other liability being levied or imposed upon Covered Entity (such likelihood to be determined in the sole discretion of Covered Entity), and Covered Entity has instructed Business Associate in writing to disclose the information requested by HHS or its authorized representatives. The Parties acknowledge that Covered Entity retains the right to: (i) waive the attorney-client privilege with regard to books and records, and (ii) expressly instruct Business Associate to provide HHS and its authorized representatives with such books and records in the event of such waiver.

11. **Term and Termination.**

11.1. **Term.** This Agreement shall commence on the Effective Date and end with the termination of the Services Agreement unless terminated sooner pursuant to Section 11.2.

11.2. **Termination for Breach by Covered Entity.** Covered Entity will provide Business Associate with written notice of the existence of the breach and provide Business Associate with thirty (30) calendar days to cure said breach upon mutually agreeable terms.

11.3. Termination by Business Associate. If Business Associate determines that Covered Entity has breached a material term of this Agreement, then Business Associate shall provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with thirty (30) calendar days to cure said breach upon mutually agreeable terms or end the violation within this thirty (30) day period. Failure by Covered Entity to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by Business Associate.

11.4. Effect of Termination. Upon termination of this Agreement, Business Associate shall recover any PHI relating to this Agreement in possession of Business Associate and its agents, or representatives. Business Associate shall return to Covered Entity or destroy all such PHI plus all other PHI relating to this Agreement in its possession, and shall retain no copies unless an applicable law, regulation, or professional or industry standard requires storage or retention of such data beyond such term. If Business Associate believes that it is not feasible to return or destroy the PHI as described above, Business Associate shall notify Covered Entity in writing. The notification shall include: (i) a written statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. If the Parties agree that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in this Agreement shall be extended to any PHI retained after the termination of this Agreement, and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible. If the Parties do not agree that Business Associate cannot feasibly return or destroy the PHI, then Business Associate shall comply with this Paragraph 11.4. If Business Associate refuses to comply with this Paragraph 11.4, then Covered Entity shall treat the refusal as a material breach of this Agreement. In all events, Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

12. Notices. Any and all notices and other communications required or permitted to be given under this Agreement shall be: (a) delivered by personal delivery, provided the person to whom delivered signs a receipt; (b) delivered by commercial courier such as Federal Express, provided the person to whom delivered signs a receipt or the commercial courier can verify delivery; (c) sent by overnight U.S. express mail, provided the postal service can verify delivery; (d) sent by registered or certified mail, postage prepaid, provided delivery is actually made; or (e) sent by email to email address provided for each Party Notices shall be sent to the following addresses or to such other addresses as shall be furnished by notice to the other party in accordance with the provisions of this Section 12:

Alachua County
12 S.E. 1st Street
Gainesville, FL 32601
acpur@alachuacounty.us

If to Business Associate:
RSM US LLP
333 S. Garland Ave
Orlando, FL 32801
Clara.Ewing@rsmus.com

13. **Miscellaneous.**

13.1. **Survival.** The respective rights and obligations of the Parties under Section 10 (Inspection of Books and Records), Section 11.4 (Effect of Termination), and Section 13 (Miscellaneous) shall survive termination of this Agreement indefinitely, and those other provisions of this Agreement that apply to rights or obligation of a Party, which continue or arise upon or after the termination of this Agreement shall survive the termination this Agreement to the extent necessary to enforce such rights and obligations and to otherwise effectuate such provisions. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

13.2. **State Law.** In addition to HIPAA and the HITECH Act, Business Associate shall comply with all applicable Florida law related to patient privacy or other privacy restrictions on records of BUSINESS ASSOCIATE and federal security and privacy laws.

13.3. **Regulatory References.** A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

13.4. **Amendment.** This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they shall negotiate amendments to this Agreement to conform to any changes in the HIPAA Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Rules. In addition, in the event that either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules or any other applicable legislation, then either Party has the right to terminate this Agreement and the Services Agreement upon written notice to the other Party.

13.5. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules and the HITECH Act and permit compliance with requirements of Florida patient confidentiality law to the extent they are more stringent than HIPAA Rules or the HITECH Act.

13.6 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of such jurisdiction and shall be subject to the exclusive jurisdiction of the Courts, as are specified in the Services Agreement

13.7 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

13.8 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, such unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect.

13.9 Assignment. Neither Party may assign this Agreement without the prior written consent of the other.

13.10 Attorney's Fees and Costs. Should legal action be required to enforce the terms of this Agreement, the prevailing Party will be entitled to seek from the other Party all costs incurred in connection with such action, including reasonable attorney, legal assistant, investigator, and other paralegal and clerical fees and costs, including such costs and fees on appeal, if any.

13.11 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties.

*REMAINDER OF PAGE
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IN WITNESS WHEREOF, the Parties hereto have executed this Business Associate Agreement effective as of the Effective Date.

ALACHUA COUNTY, FLORIDA

By: _____

Marihelen Wheeler, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

Jesse K. Irby II, Clerk

Alachua County Attorney's Office

(SEAL)

RSM US LLP

ATTEST (By Corporate Officer)

By: Clara M Ewing

By: Jennifer M. Murtha

Print: Clara Ewing

Print: Jennifer Murtha

Title: Sr. Director

Title: Partner

Date: 04/25/2022