

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/23/2021

Contract/Lease Control #: C17-2578-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: INTERMEDIIX, ESI ACQUISITION, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2021

Expiration Date: 06/30/2022

Description of: WEB EOC SOFTWARE MAINT & SUPPORT

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2740823

DATE (MM/DD/YYYY)

10/01/2021

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

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

| | | | | |
|---|--|--|-----------------------|--|
| PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042 | CONTACT NAME: PHONE (A/C, No. Ext): 888-828-8365 | | FAX (A/C, No): | |
| | E-MAIL ADDRESS: | | | |
| INSURED ESI Acquisition, Inc. 235 PEACHTREE ST NE STE 2300 ATLANTA, GA 30303-1406 | INSURER(S) AFFORDING COVERAGE | | NAIC # | |
| | INSURER A: Indemnity Insurance Co. of North America | | 43575 | |
| | INSURER B: | | | |
| | INSURER C: | | | |
| | INSURER D: | | | |
| | INSURER E: | | | |
| INSURER F: | | | | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | X | C70042708 | 10/01/2021 | 10/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached)
 WAIVER OF SUBROGATION IN FAVOR OF OKALOOSA COUNTY WHEN REQUIRED BY WRITTEN CONTRACT.

CONTRACT#: C17-2578-PS
INTERMEDIUM, ESI ACQUISITION, INC.
WEB EOC SOFTWARE MAINT & SUPPORT
EXPIRES: 06/30/2022

CERTIFICATE HOLDER**CANCELLATION**

OKALOOSA COUNTY
 5479A OLD BETHEL RD.
 CRESTVIEW, FL 32536

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

AUTHORIZED REPRESENTATIVE

[Signature]

Workers' Compensation and Employers' Liability Policy

| | | | |
|---|----------------------------|---|---|
| Named Insured Insperity, Inc. ESI Acquisition, Inc. | | | Endorsement Number |
| Policy Symbol RWC | Policy Number C70042708 | Policy Period 10/01/2021 TO 10/01/2022 | Effective Date of Endorsement 10/01/2021 |
| Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E. We may arrange with your representative to send such notice in the event of any such cancellation.
- F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G. This endorsement does not apply in the event that you cancel the Policy.

SCHEDULE

| Name of Certificate Holder | E-Mail Address | Physical Address |
|----------------------------|----------------|---|
| OKALOOSA COUNTY | | 5479A OLD BETHEL RD. CRESTVIEW, FL 32536 |

All other terms and conditions of the Policy remain unchanged.


 Authorized Representative

Acct#: 2740823

ALL-32688 (01/11)

Workers' Compensation and Employers' Liability Policy

| | |
|---|---|
| Named Insured Insperity, Inc. ESI Acquisition, Inc. | Endorsement Number |
| | Policy Number Symbol: RWC Number: C70042708 |
| Policy Period 10/01/2021 TO 10/01/2022 | Effective Date of Endorsement 10/01/2021 |
| Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America | |
| Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. | |

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

OKALOOSA COUNTY

5479A OLD BETHEL RD.
CRESTVIEW, FL 32536

For the states of CA, UT, TX, refer to state specific endorsements. This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

5/8/2022

DATE (MM/DD/YYYY)

7/29/2021

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

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| | | |
|---|--|-----------------------|
| PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED 1482572 FA Juvare Holdings LP 235 Peachtree St NE, Suite 2300 Atlanta GA 30303 | INSURER A: Federal Insurance Company NAIC # 20281 | |
| | INSURER B: Columbia Casualty Company 31127 | |
| | INSURER C: Zurich American Insurance Company 16535 | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 17005782 **REVISION NUMBER:** XXXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDD SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|--|--------------------|---------------|-------------------------|-------------------------|-----------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | 36071150 | 5/8/2021 | 5/8/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | 99508704 | 5/8/2021 | 5/8/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | N | N | 56716084 | 5/8/2021 | 5/8/2022 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N | N/A | NOT APPLICABLE | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX |
| B | E&O/Cyber | N | N | 651995465 | 5/8/2021 | 5/8/2022 | \$10,000,000 Limit \$100,000 Retention Sec Attached |
| C | Management Liability | | | MPL 1800863-02 | 7/23/2021 | 7/23/2022 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Okaloosa County is included as Additional Insured on a primary and non-contributory basis on the General Liability and Automobile Liability as required by written contract. Waiver of Subrogation applies in favor of Okaloosa County under the General Liability and Automobile Liability policies.

CONTRACT # C17-2578-PS
 INTERMEDIX, ESI AQUISITIONS, INC.
 WEBEOC SOFTWARE SUPPORT & MAINTENANCE
 EXPIRES: 06/14/2022

CERTIFICATE HOLDER**CANCEL**

17005782
 Okaloosa County
 5479A Old Bethel Rd.
 Crestview FL 32536

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE
Page 2 of 2

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|--|--------|
| INSURER E: Zurich American Insurance Company | 16535 |
| INSURER E: | |
| INSURER F: | |
| INSURER G: | |

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|-------------|----------------------|--------------|-------------|----------------|----------------------------|----------------------------|------------------|-------------------------|
| | | | | | | | OCC RETENTION | |
| E | D&O | N | N | MPL 1800863-02 | 07/23/2021 | 07/23/2022 | OCC RETENTION | \$5,000,000 \$25,000 |
| E | EPLI | N | N | MPL 1800863-02 | 07/23/2021 | 07/23/2022 | OCC RETENTION | \$1,000,000 \$25,000 |
| E | CRIME | N | N | MPL 1800863-02 | 07/23/2021 | 07/23/2022 | OCC RETENTION | \$1,000,000 \$25,000 |
| E | FIDUCIARY | N | N | MPL 1800863-02 | 07/23/2021 | 07/23/2022 | OCC | \$1,000,000 |

FA Juvare Holdings LP – Named Insured Schedule

Named Insured Schedule is as follows:

- Juvare Holdings Inc.
- Juvare Intermediate Holdings Inc.
- Juvare, LLC
- EMSystems LLC
- ESI Acquisition, Inc.
- Collaborative Fusion, Inc.
- Global Secure Systems Corp.
- Knowledge Center Enterprises, LLC



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2740823

DATE (MM/DD/YYYY)

10/01/2020

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| | | | |
|---|--|--|-----------------------|
| PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042 | CONTACT NAME: PHONE (A/C, No, Ext): 888-828-8365 | | FAX (A/C, No): |
| | E-MAIL ADDRESS: | | |
| INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| INSURER A : Indemnity Insurance Co. of North America | | | 43575 |
| INSURER B : | | | |
| INSURER C : | | | |
| INSURER D : | | | |
| INSURER E : | | | |
| INSURER F : | | | |

INSURED
 ESI Acquisition, Inc.
 235 PEACHTREE ST NE STE 2300
 ATLANTA, GA 30303-1406

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

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| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | X | C68707407 | 10/01/2020 | 10/01/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 WAIVER OF SUBROGATION IN FAVOR OF OKALOOSA COUNTY WHEN REQUIRED BY WRITTEN CONTRACT

CONTRACT#: C17-2578-PS
INTERMEDIX, ESI ACQUISITION, INC.
WEB EOC SOFTWARE MAINT & SUPPORT
EXPIRES: 06/30/2022

CERTIFICATE HOLDER

OKALOOSA COUNTY
 5479A OLD BETHEL RD.
 CRESTVIEW, FL 32536

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

AUTHORIZED REPRESENTATIVE

Workers' Compensation and Employers' Liability Policy

| | | | |
|--|---------------|--------------------------|-------------------------------|
| Named Insured Insperty, Inc. ESI Acquisition, Inc. | | | Endorsement Number |
| Policy Symbol | Policy Number | Policy Period | Effective Date of Endorsement |
| RWC | C68707407 | 10/01/2020 TO 10/01/2021 | 10/01/2020 |
| Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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- B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
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- E. We may arrange with your representative to send such notice in the event of any such cancellation.
- F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G. This endorsement does not apply in the event that you cancel the Policy.

SCHEDULE

| Name of Certificate Holder | E-Mail Address | Physical Address |
|----------------------------|----------------|---|
| OKALOOSA COUNTY | | 5479A OLD BETHEL RD. CRESTVIEW, FL 32536 |

All other terms and conditions of the Policy remain unchanged.


 Authorized Representative

Acct#: 2740823

ALL-32688 (01/11)

Workers' Compensation and Employers' Liability Policy

| | |
|---|---|
| Named Insured Insperity, Inc. ESI Acquisition, Inc. | Endorsement Number |
| | Policy Number Symbol: RWC Number: C68707407 |
| Policy Period 10/01/2020 TO 10/01/2021 | Effective Date of Endorsement 10/01/2020 |
| Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America | |
| Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. | |

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

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OKALOOSA COUNTY

5479A OLD BETHEL RD.
CRESTVIEW, FL 32536

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Authorized Representative

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C17-2578-PS Tracking Number: 4291-PS
Procurement/Contractor/Lessee Name: Intermedix Grant Funded: YES NO
Purpose: amendment: renewal #2
Date/Term: 6-30-22
Department #: _____
Account #: _____
Amount: \$18,499.20
Department: PS Dept. Monitor Name: Maddox

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 4-9-2021
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: _____ Grant Name: _____
no federal funds Date: _____
Grants Coordinator _____

Risk Management Review

Approved as written: _____ Date: _____
see email attached 4-12-21
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: _____ Date: _____
see email attached 4-21-21
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lisa Price
Sent: Monday, April 12, 2021 10:59 AM
To: DeRita Mason
Subject: RE: C17-2578-PS Intermedix Amendment/Renewal

No insurance element. Approved by risk.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL 32536
(850) 689-5979
lprice@myokaloosa.com



"Kindness is the language which the deaf can hear and the blind can see"
Mark Twain

For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, April 9, 2021 4:13 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: C17-2578-PS Intermedix Amendment/Renewal

Good afternoon,
Please review and approve the attached.

Thank you,

DeRita Mason

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, April 20, 2021 5:03 PM
To: DeRita Mason; 'Parsons, Kerry'
Cc: Lisa Price
Subject: Re: C17-2578-PS Intermedix Amendment/Renewal
Attachments: 2nd amendment to C17-2578-PS.docx

DeRita,

Attached are my suggested changes to this amendment. With these changes, this is approved as to legal sufficiency.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Friday, April 9, 2021 5:12:40 PM
To: 'Parsons, Kerry'
Cc: Lynn Hoshihara; Lisa Price
Subject: C17-2578-PS Intermedix Amendment/Renewal

Good afternoon,
Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason, CFPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department

CONTRACT#: C17-2578-PS
INTERMEDIX, ESI ACQUISITION, INC.
WEB ECO SIFWARE MAINT & SUPPORT
EXPIRES: 06/30/2022



**SECOND AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN
OKALOOSA COUNTY, FLORIDA AND
ESI ACQUISITION, INC.
CONTRACT NO. C17-2578-PS**

This Second Amendment and renewal to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and ESI Acquisition, Inc., executed this 23rd day of April, 2021, is made a part of the original Agreement dated June 15, 2017, Contract No. C17-2578-PS (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional one (1) year final term in accordance with Section IV of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence July 1, 2021 and shall terminate no later than June 30, 2022.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

be in accordance with Exhibit "A" attached for 2021-2022 quote.
4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated June 15, 2017 and any amendments thereto, shall remain in full force and effect.
5. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)



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

ESI ACQUISITION, INC.:

DocuSigned by:
Nick Meeks Title: CFO
Signature 04DD6028E50C4C6... April 21, 2021 | 11:52:49 EDT

Nick Meeks

Print Name

OKALOOSA COUNTY, FLORIDA

Jeffrey A Hyde
Jeffrey Hyde,
Purchasing Manager



ATTACHMENT "A"
Quote



Prepare. Connect. Respond.

Juvare Contact
Cynthia Mihelich
cynthia.mihelich@juvare.com

IF YOU SEND A PURCHASE ORDER FOR THE ITEMS BELOW, THE PURCHASE ORDER MUST HAVE THE QUOTE NUMBER & QUOTE DATE ON THE PURCHASE ORDER TO BE ACCEPTED.

Quote Number: Q-04316

Quote Date: April 8, 2021

Quote for: Okaloosa County, FL - Maintenance
Renewal 7/1/2021 - 6/30/2022

Quote Expires: August 01, 2021

Quote To:

Okaloosa County, FL
601a N Pearl St Ste 205
Crestview, Florida 32536

Ship To:

Okaloosa County, FL
1804 Lewis Turner Blvd
Ft. Walton Beach, Florida 32547

Quote Contact:

Ken Wolfe, EM Coordinator
kwolfe@myokaloosa.com | 850-651-7150

Thank you for your support of Juvare products and services! If you are ready to proceed with a purchase order, address all purchase orders to **ESi Acquisition, Inc., 235 Peachtree Street NE, Suite 2300, Atlanta, Georgia 30303.** The terms and conditions of the master agreement by and between Juvare, LLC (or the above affiliate) and the Client (as set forth in the applicable master agreement) shall govern and control this Quote and all services, products and deliverables provided pursuant to this Quote (any terms and conditions in the purchase order that attempt to add, change, remove or otherwise modify terms and conditions set forth in such master agreement shall not be effective unless and until signed in a written amendment by and between the parties to the master agreement. Any such modifications via a purchase order shall be deemed null and void).

Quotes issued in US Dollars and are exclusive of applicable taxes and travel expenses. Items not manufactured by Juvare are subject to change. Substitutes will be provided for customer consideration and approval.

IF YOU SEND A PURCHASE ORDER FOR THE ITEMS BELOW, THE PURCHASE ORDER MUST HAVE THE QUOTE NUMBER & QUOTE DATE ON THE PURCHASE ORDER TO BE ACCEPTED.

We look forward to working with you and your staff!



Prepare. Connect. Respond.

Juvaré Contact
 Cynthia Mihelich
 cynthia.mihelich@juvare.com



| | | | | |
|-------------|--|-------------|------------------|--------------------|
| 102-P-LEG | WebEOC Software Maintenance | \$13,536.00 | 1 | \$13,536.00 |
| 102-P-DR-1 | Perpetual - Disaster Recovery Maintenance | \$844.80 | 1 | \$844.80 |
| 102-P-MAP-1 | Perpetual - Maps Add-On Maintenance | \$4,118.40 | 1 | \$4,118.40 |
| | | | Subtotal: | \$18,499.20 |

| | |
|---|--------------------|
| Contract Grand Total (plus applicable taxes) | \$18,499.20 |
|---|--------------------|

Additional Disclaimer

Totals listed above are exclusive of applicable taxes.

Work cannot be started and dates for services cannot be secured until the applicable initial payment has been received. Pricing contained herein is based on configuration outlined above. Some items may not be sold separately. Pricing is valid until the expiration date set forth above.

If the "Bill To" entity above is tax-exempt, such entity shall be responsible for providing all necessary documentation to show such tax-exempt status.

Estimated amounts for Pre-Paid Travel Expenses are for informational purposes only; all Travel Expenses incurred by Juvaré or its affiliate shall be invoiced to and paid by Client.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/18/2020

Contract/Lease Control #: C17-2578-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: INTERMEDIIX, ESI ACQUISITION, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/15/2020

Expiration Date: 06/14/2021 W/1 1 YR RENEWALS

Description of WEB EOC SOFTWARE MAINT & SUPPORT

Department: PS

Department Monitor: HENDERSON

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1
DATE (MM/DD/YYYY)
05/29/2020

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

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

PRODUCER
Willis Towers Watson Southeast, Inc. fka Willis of Virginia, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C No. Ext): 1-877-945-7378 **FAX (A/C No):** 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURED
Intermedix Corporation, a Subsidiary of RI KCM Inc.
Attn: Scot Schwarting
401 North Michigan Avenue, Suite 2700
Chicago, IL 60611

| INSURER(S) AFFORDING COVERAGE | NAIC# |
|--|-------|
| INSURER A: Phoenix Insurance Company | 25623 |
| INSURER B: Travelers Indemnity Company | 25658 |
| INSURER C: Federal Insurance Company | 20281 |
| INSURER D: Travelers Property Casualty Company of Am | 25674 |
| INSURER E: | |
| INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** W16671604 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADOL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---|---|--------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | Y | 630 9K455493 | 06/01/2020 | 06/01/2021 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| OTHER: | | | | | | \$ |
| B | AUTOMOBILE LIABILITY | | BA 9K463143 | 06/01/2020 | 06/01/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | 93649147 | 06/01/2020 | 06/01/2021 | EACH OCCURRENCE \$ 25,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ 25,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000 | | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | UB 9K485239 | 06/01/2020 | 06/01/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: EMS Rescue Billing Services, Contract #C99-0257-PS
Okaloosa County is included as Additional Insured (except for Workers' Compensation) where required by written contract.

CONTRACT#: C17-2578-PS
INTERMEDIX, ESI ACQUISITION, INC.
WEB EOC SOFTWARE MAINT & SUPPORT
EXPIRES: 06/14/2021 W/1 1 YR RENEWAL

CERTIFICATE HOLDER

Okaloosa County EMS
90 College Blvd East
Niceville, FL 32578

CANCE

SHOUL THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Melody H. Meyer



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/29/2020

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

| | | |
|---|--|--|
| AGENCY Willis Towers Watson Southeast, Inc. fka Willis of Virginia, Inc. c/o 26 Century Blvd P. O. Box 305191 Nashville, TN 372305191 USA | PHONE (A/C, No. Ext): 1-877-945-7378 | COMPANY Phoenix Insurance Company One Tower Square Hartford, CT 06183 |
| FAX (A/C, No.): 1-888-467-2378 | E-MAIL ADDRESS: certificates@willis.com | |
| CODE: | SUB CODE: | |
| AGENCY CUSTOMER ID#: | | |
| INSURED Intermedix Corporation, a Subsidiary of R1 RCM Inc. Attn: Scot Schwarting 401 North Michigan Avenue, Suite 2700 Chicago, IL 60611 USA | LOAN NUMBER | POLICY NUMBER 630 9K455493 |
| | EFFECTIVE DATE 06/01/2020 | EXPIRATION DATE 06/01/2021 |
| | <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED | |
| THIS REPLACES PRIOR EVIDENCE DATED: | | |

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

| COVERAGE INFORMATION | PERILS INSURED | BASIC | BROAD | X | SPECIAL | AMOUNT OF INSURANCE | | DEDUCTIBLE |
|--|----------------|-------|-------|---|---------|---------------------|--|------------|
| | | | | | | | | |
| Blanket Building and Personal Property | | | | | | \$91,790,661 | | \$5,000 |
| Business Personal Property - 14 Live Oak Street, Gulf Breeze, FL 32561 | | | | | | \$4,039 | | \$5,000 |
| Blanket Business Income & Extra Expense | | | | | | \$62,500,000 | | 24 Hours |
| Business Income & Extra Expense- 14 Live Oak Street, Gulf Breeze, FL 32561 | | | | | | \$100,000 | | 23 Hours |
| Replacement Cost Valuation - Coinsurance Does Not Apply | | | | | | | | |
| Covers Risks of Direct Physical loss of or damage to Insured Property | | | | | | | | |

REMARKS (Including Special Conditions)

CANCELLATION

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

ADDITIONAL INTEREST

| | | | |
|--|---------------------------|-----------------------|------------|
| NAME AND ADDRESS Okaloosa county EMS Attn: Zan Fedorak Purchasing Department 90 College Blvd East Niceville, FL 32578 | ADDITIONAL INSURED | LENDER'S LOSS PAYABLE | LOSS PAYEE |
| | MORTGAGEE | | |
| | LOAN # | | |
| | AUTHORIZED REPRESENTATIVE | | |
| | <i>Melinda H. P. King</i> | | |

ACORD 27 (2016/03)

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SR ID: 19671961

BATCH: 1695308

CERT: W16671603

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C17-2578-PS Tracking Number: 3781-20
Procurement/Contractor/Lessee Name: Intermedix Grant Funded: YES ___ NO X
Purpose: amendment and renewal
Date/Term: 6-30-20 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: \$16,324.00
Department: PS Dept. Monitor Name: maddox

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 2-20-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: NO Federal funds Grant Name: see email attached
_____ Date: 3-5-2020
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 2-20-2020
_____ Edith Gibson or Karen Donaldson
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 2-24-2020
_____ Lynn Hoshihara, Kerry Parsons or Designee
County Attorney

Department Funding Review

Department funding confirmed: _____ Date: _____

DeRita Mason

From: Karen Donaldson
Sent: Thursday, February 20, 2020 4:32 PM
To: DeRita Mason
Subject: RE: C17-2578-PS first amendment and renewal

DeRita

This is approved by risk management for insurance purposes. Current insurance is not in file. Please obtain updated insurance with the renewal.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, February 20, 2020 1:36 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C17-2578-PS first amendment and renewal

Please review and approve.

Thank you,

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, February 24, 2020 1:06 PM
To: DeRita Mason
Cc: Karen Donaldson; Lynn Hoshihara
Subject: RE: C17-2578-PS first amendment and renewal

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, February 20, 2020 2:36 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C17-2578-PS first amendment and renewal

Please review and approve.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

DeRita Mason

From: Danielle Garcia
Sent: Thursday, March 5, 2020 9:31 AM
To: DeRita Mason
Subject: RE: PS Contracts for Renewal

Since we don't know exact grant numbers, I'm treating them as Federal funded...please see my notes in red below.

Regards,
Danielle Garcia
850-689-5960 x 6971

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, February 26, 2020 2:12 PM
To: Danielle Garcia <dgarcia@myokaloosa.com>
Subject: PS Contracts for Renewal

Danielle,

Per our contestation, please review the below contracts to see if I need to add anything to the renewals.

C17-2623-PS – I noticed some of the required documents were not signed? Do you need to add Vendors on Scrutinized List form? Title VI? ^{OR}

C17-2578-PS – Federal E-Verify, Suspension & Debarment, Vendors on Scrutinized List (VoSL), Sam.gov, Title VI,...also, the doc contract # is missing a 1....C7-2578-PS, should read C17-2578-PS

C17-2597-PS – ok, except VoSL form

C17-2603-PS – ok, except VoSL form

We use EMPA and EMPG funding, but we are not sure how much we are getting yet and Ken said the account numbers aren't set up until the grant comes in.

I am attaching the renewals just in case we need to add anything.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator



CONTRACT#: C17-2578-PS
INTERMEDIX, ESI ACQUISITION, INC.
WEB EOC SOFTWARE MAINT & SUPPORT
EXPIRES: 06/14/2021 W/1 1 YR RENEWALS

IF YOU SEND A PURCHASE ORDER FOR THE ITEMS BELOW, THE PURCHASE ORDER MUST HAVE THE QUOTE NUMBER & QUOTE DATE ON THE PURCHASE ORDER TO BE ACCEPTED.

Quote Number: Q-01654

Quote Date: April 14, 2020

Quote for: Okaloosa County, FL - 2020 Mx Including
Double-Take Mx

Quote Expires: August 01, 2020

Quote To:

Okaloosa County, FL
601a N Pearl St Ste 205
Crestview, Florida 32536

Ship To:

Okaloosa County, FL
1804 Lewis Turner Blvd
Ft. Walton Beach, Florida 32547

Quote Contact:

Ken Wolfe, EM Coordinator
kwolfe@co.okaloosa.fl.us | 850-651-7150

Thank you for your support of Juvare products and services! If you are ready to proceed with a purchase order, address all purchase orders to **ESi Acquisition, Inc., 235 Peachtree Street NE, Suite 2300, Atlanta, Georgia 30303**. The terms and conditions of the master agreement by and between Juvare, LLC (or the above affiliate) and the Client (as set forth in the applicable master agreement) shall govern and control this Quote and all services, products and deliverables provided pursuant to this Quote (any terms and conditions in the purchase order that attempt to add, change, remove or otherwise modify terms and conditions set forth in such master agreement shall not be effective unless and until signed in a written amendment by and between the parties to the master agreement. Any such modifications via a purchase order shall be deemed null and void).

Quotes issued in US Dollars and are exclusive of applicable taxes and travel expenses. Items not manufactured by Juvare are subject to change. Substitutes will be provided for customer consideration and approval.

IF YOU SEND A PURCHASE ORDER FOR THE ITEMS BELOW, THE PURCHASE ORDER MUST HAVE THE QUOTE NUMBER & QUOTE DATE ON THE PURCHASE ORDER TO BE ACCEPTED.

We look forward to working with you and your staff!

| | | | | |
|----------------|--|-------------|---|--------------------|
| 102-P-DR-1 | Perpetual - Disaster Recovery Maintenance 7/1/2020 - 6/30/2021 | \$844.80 | 1 | \$844.80 |
| 102-P-MAP-1 | Perpetual - Maps Add-On Maintenance 7/1/2020 - 6/30/2021 | \$4,118.40 | 1 | \$4,118.40 |
| 102-T-ECM-HTML | Term - External Content Manager - HTML Exporter Maintenance 7/1/2020 - 6/30/2021 | \$1,584.00 | 1 | \$1,584.00 |
| 102-P-LEG | WebEOC Software Maintenance 7/1/2020 - 6/30/2021 | \$13,536.00 | 1 | \$13,536.00 |
| 102-T-DT-STD | Term - Double-Take Standard Maintenance 7/1/2020 - 6/30/2021 | \$739.20 | 2 | \$1,478.40 |
| | | | Subtotal: | \$21,561.60 |
| | | | Contract Grand Total (plus applicable taxes) | \$21,561.60 |

Additional Disclaimer

Totals listed above are exclusive of applicable taxes.

Work cannot be started and dates for services cannot be secured until the applicable initial payment has been received. Pricing contained herein is based on configuration outlined above. Some items may not be sold separately. Pricing is valid until the expiration date set forth above.

If the "Bill To" entity above is tax-exempt, such entity shall be responsible for providing all necessary documentation to show such tax-exempt status.

Estimated amounts for Pre-Paid Travel Expenses are for informational purposes only; all Travel Expenses incurred by Juvare or its affiliate shall be invoiced to and paid by Client.



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2740823

DATE (MM/DD/YYYY)

4/24/2020

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

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

| | |
|--|--|
| PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042 | CONTACT NAME: 888-828-8365 |
| | PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A: Indemnity Insurance Co. of North America | NAIC # 43575 |
| INSURED Insperty, Inc. 19001 Crescent Springs Drive Kingwood, TX 77339 *SEE BELOW | INSURER B: _____ |
| | INSURER C: _____ |
| | INSURER D: _____ |
| | INSURER E: _____ |
| | INSURER F: _____ |

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

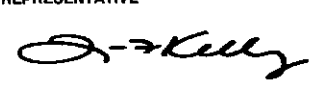
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------|--|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ | | | | | | EACH OCCURRENCE | \$ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____ | | | | | | EACH OCCURRENCE | \$ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | X | C66698300 | 10/1/2019 | 10/1/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

ESi Acquisition, Inc., (4509700) IS INCLUDED AS A NAMED INSURED THROUGH ENDORSEMENT.
 Notice to Others Endorsement Included
 WAIVER OF SUBROGATION IN FAVOR OF OKALOOSA COUNTY WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| OKALOOSA COUNTY 5479A OLD BETHEL RD. CRESTVIEW, FL 32536 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

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Workers' Compensation and Employers' Liability Policy

| | |
|---|---|
| Named Insured Insperity Inc. ESI Acquisition, Inc., | Endorsement Number |
| | Policy Number Symbol: RWC Number: C66698300 |
| Policy Period 10/1/2019 TO 10/1/2020 | Effective Date of Endorsement 10/1/2019 |
| Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America | |
| Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. | |

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

OKALOOSA COUNTY
OKALOOSA COUNTY
5479A OLD BETHEL RD.
CRESTVIEW, FL 32536
Notice to Others Endorsement Included

For the states of CA, UT, TX, refer to state specific endorsements. This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative



**C17-2578-PS AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
ESI ACQUISITION, INC.
CONTRACT NO. C17-2578-PS**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and ESI Acquisition, Inc. ("Contractor"), executed this _____ day of _____, 2020, is made a part of the original Agreement dated June 15, 2017, Contract No. C17-2578-PS (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree to amend the original Agreement as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional one (1) year term in accordance with Section IV of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence July 1, 2020 and shall terminate no later than June 30, 2021.
3. **INSURANCE.** Effective for the term of renewal, the parties wish to delete the Exhibit "A", entitled "Insurance Requirements", of the original Agreement in its entirety and replace it the Exhibit A set forth in the Attachment "A" of this Amendment.
4. **COMPENSATION.** Compensation for this renewal term of the Agreement shall increase to the amount of \$21,561.60 USD (plus applicable taxes).
5. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "B. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.



6. **CIVIL RIGHTS.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

7. **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:
 - a. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

 - b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

 - c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

 - d. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

 - e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:



a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

8. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement, and any amendments thereto, shall remain in full force and effect.

9. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)



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

ESI ACQUISITION, INC.:

DocuSigned by:
By: Nick Meeks
Signature

Title: SVP and CFO

Nick Meeks
Print Name

OKALOOSA COUNTY, FLORIDA

Jeffrey A Hyde
Jeffrey Hyde,
Purchasing Manager 05/12/2020



ATTACHMENT "A"
Insurance Requirements

(intentionally blank - Exhibit A follows hereafter)



EXHIBIT A
GENERAL SERVICES INSURANCE REQUIREMENTS
REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence (or continue) any work in connection with this Agreement until it has obtained all required insurance and the certificate of insurance has been provided to the County.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the term of this Agreement Workers' Compensation insurance for all of its employees employed for the project or any site connected with the work, including supervision, administration or management, of this Agreement and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers'



Compensation insurance for all employees employed at the site of the Agreement, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement (or renewal) of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the term of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

LIMIT



INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

| | <u>LIMIT</u> |
|------------------------------------|--|
| 1. Workers' Compensation | |
| 1.) State | Statutory |
| 2.) Employer's Liability | \$500,000 each accident |
| 2. Business Automobile | \$1,000,000 each accident (A combined single limit) |
| 3. Commercial General Liability | \$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations |
| 4. Personal and Advertising Injury | \$1,000,000 each occurrence |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement; provided, however, the (i) Contractor shall not be obligated to indemnify and hold harmless for that portion of any loss or damages proximately caused by the negligent act or omission of the County, its officers, employees or any user of the Contractor's Software and Services, and (ii) in no event shall Contractor's indemnification and hold harmless obligations set forth in this Section include cover costs or costs for replacement technologies unless the County is unable to use the Subscription, Software, or Hosted Services during the Term due to such negligence, recklessness, or wrongful conduct, in



which case any cover costs would be prorated for the months the County was unable to use the Subscription during the applicable Term.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.



GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



ATTACHMENT "B"
Scrutinized Companies Certificate



VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, **ESi Acquisition, Inc.**, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County’s determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County’s determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County’s determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: May 12, 2020 | 10:25:02 EDT

COMPANY: **ESi Acquisition, Inc.**

ADDRESS: **235 Peachtree Street**
Suite 2300
Atlanta, GA 30303

PHONE NO.: **470 279 6457**

SIGNATURE DocuSigned by: *Nick Meeks*
D4DD6026E50C4C6...

NAME: **Nick Meeks**
(Typed or Printed)

TITLE: **SVP and CFO**

E-MAIL: **nick.meeks@juvare.com**



ATTACHMENT "C"
Civil Rights Clauses



Attachment "C"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).



ATTACHMENT "D"

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: May 12, 2020 | 10:25:02 EDT

SIGNATURE: DocuSigned by:
Nick Meeks
D4DD8026E50C4C6...

COMPANY: ESi Acquisition, Inc.

NAME: Nick Meeks

ADDRESS: 235 Peachtree Street, Suite 2300, Atlanta, GA 30303

TITLE: SVP and CFO

E-MAIL: nick.meeks@juvare.com

PHONE NO.: 470 279 6457



ATTACHMENT "E"

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Nick Meeks
Printed Name

SVP and CFO
Title of Authorized Representative

DocuSigned by:
Nick Meeks
Signature

May 12, 2020 | 10:25:02 EDT
Date

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06-15-2017

Contract/Lease Control #: C7-2578-PS

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: INTERMEDIIX, ESI ACQUISITION, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/15/2017

Expiration Date: 06/14/2020 W/2 1 YR RENEWALS

Description of Contract/Lease: WEBEOC SOFTWARE MAINT & SUPPORT

Department: PS

Department Monitor: HENDERSON

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: AHENDERSON@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
06/03/2019

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

| | | |
|---|--|---|
| AGENCY Willis of Virginia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | PHONE (A/C, No, Ext): 1-877-945-7378 | COMPANY Phoenix Insurance Company One Tower Square Hartford, CT 06183 |
| FAX (A/C, No): 1-888-467-2378 | E-MAIL ADDRESS: certificates@willis.com | |
| CODE: | SUB CODE: | |
| AGENCY CUSTOMER ID#: Intermidex Corporation, a Subsidiary of RI RCM Inc. Attn: Scot Schwarting 401 North Michigan Avenue, Suite 2700 Chicago, IL 60611 USA | LOAN NUMBER | POLICY NUMBER 630 9K455493 |
| | EFFECTIVE DATE 06/01/2019 | EXPIRATION DATE 06/01/2020 |
| | | CONTINUED UNTIL TERMINATED IF CHECKED |
| THIS REPLACES PRIOR EVIDENCE DATED: | | |

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

| COVERAGE INFORMATION | PERILS INSURED | BASIC | BROAD | X SPECIAL | AMOUNT OF INSURANCE | DEDUCTIBLE |
|---|----------------|-------|-------|-----------|---------------------|------------|
| | | | | | | |
| Building | | | | | \$4,000,000 | \$5,000 |
| Blanket Business Personal Property | | | | | \$1,455,100 | \$5,000 |
| Blanket Business Income & Extra Expense | | | | | \$43,000,000 | 24 Hours |
| Replacement Cost Valuation - Coinsurance Does Not Apply | | | | | | |
| Covers Risks of Direct Physical loss of or damage to Insured Property | | | | | | |

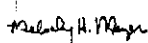
REMARKS (Including Special Conditions)

CONTRACT#: C17-2578-PS
 INTERMEDIX, ESI ACQUISITION, INC.
 WEBEOC SOFTWARE MAINT & SUPPORT
 EXPIRES: 06/04/2020 W2 1 YR RENEWALS

CANCELLATION

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

ADDITIONAL INTEREST

| | | | |
|---|--|---|-------------------|
| NAME AND ADDRESS Okaloosa county EMS Attn: Zan Fedorak Purchasing Department 90 College Blvd East Niceville, FL 32578 | ADDITIONAL INSURED MORTGAGEE | LENDER'S LOSS PAYABLE | LOSS PAYEE |
| | LOAN # | AUTHORIZED REPRESENTATIVE  | |



Juvare | 235 Peachtree St. NE, Suite 2300, Atlanta, GA 30303

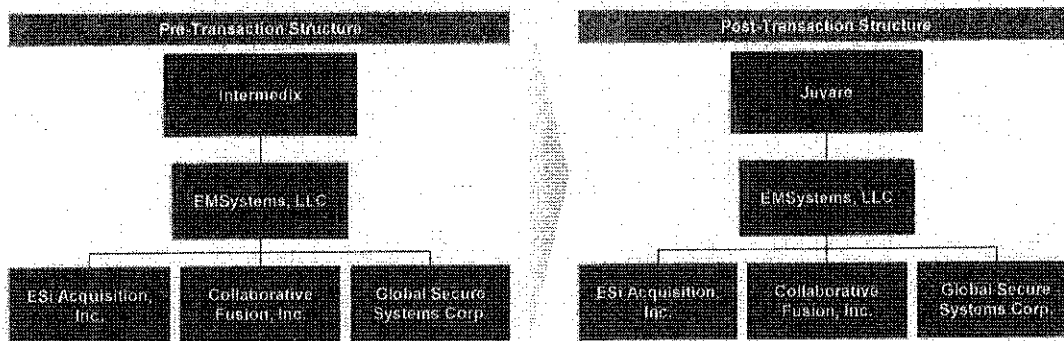
Dear Current and Prospective Clients,

As we continue on our journey to help enable a future where communities are resilient in the face of increasing threats and risk, we wanted to help you better understand the impact – or lack thereof – that Intermedix's acquisition by R1 RCM has on your relationship with Juvare.

On May 8, 2018, Intermedix was acquired by R1 RCM, a leading provider of technology-enabled revenue cycle management services for the healthcare industry. Juvare's entities – EMSystems, LLC, ESI Acquisition, Inc., Collaborative Fusion, Inc. and Global Secure Systems Corp. – were not part of this transaction and became an independent company named Juvare. Juvare is derived from the Latin word that means to help or assist. We believe that is what we do together in the communities and industries that you serve.

Juvare is comprised of all of the assets and entities that previously made up Intermedix's Emergency Preparedness and Response Division. We continue to deliver our full range of industry-leading emergency management solutions, including WebEOC, EMResource, eICS, EMTrack, CORES and FleetEyes.

A summary of the pre- and post-transaction corporate structure is illustrated below:



What does this mean for your relationship with Juvare and its subsidiaries?

In this transaction, all issued and outstanding limited liability company interests in EMSystems, LLC and its subsidiaries were transferred from Intermedix to Juvare. As such, we are pleased to inform you that from a customer-contracting standpoint there are no changes to our legal corporate structure, and you will still be doing business with the same entities as before.

More specifically:

- **Contracts¹** – all of the entities with which you have contracts with will remain intact with no changes to their corporate structures. All Juvare contracts in place were created under our legal entities – EMSystems, LLC, ESI Acquisition, Inc., Collaborative Fusion, Inc. and Global Secure Systems Corp. The name Intermedix was merely the holding company that these entities fell under, and this transaction had no immediate or long-term impact on any contracts that are in place. Therefore, no action should be required on any existing contracts. Further, if you have a contract coming up for renewal, you should continue to contract with the same entity.
- **Employer Identification and Dun & Bradstreet Numbers** – EIN and DUNS numbers for the four contracting entities will remain the same.
- **Invoices¹** – your invoices will still come from the same entity with which you are contracted, but invoices will be marked with a Juvare letterhead.

The company remains backed by Thomas H. Lee Partners, a premier Boston, MA-based private equity firm who previously owned Intermedix. Our shareholders include many former Intermedix investors as well as the new senior management team at Juvare.

¹ Clients who contract with Intermedix (Advanced Data Processing, Inc. or Med Media, Inc.) for FleetEyes will continue to contract with and receive invoices from those entities. In those instances, Juvare owns the FleetEyes product and will continue to provide the software to existing Intermedix FleetEyes clients through a reseller arrangement.

Contract # C17-2578-PS
INTERMEDIX, ESI ACQUISITION, INC.
WEB EOC SOFTWARE MAINT & SUPPORT
EXPIRES: 06/14/2020 W/2 1 YR RENEWALS



Juvare | 235 Peachtree St. NE, Suite 2300, Atlanta, GA 30303

Thank you for your continued support and welcome to the Juvare team. We look forward to working together to develop a framework for enterprise resilience in which the Juvare community can communicate and share data to remain precise, vigilant and connected.

Best Regards,

A handwritten signature in black ink, appearing to read 'Bob', written over the 'Best Regards,' text.

Robert E. Watson
President & Chief Executive Officer
Juvare
robert.watson@juvare.com
404.771.1648

CONTRACT & LEASE INTERNAL COORDINATION SHEET

| | |
|--|---|
| Contract/Lease Number: <u>TBD</u> | Tracking Number: <u>054717</u> |
| Contractor/Lessee Name: <u>Intermedix</u> | Grant Funded: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| Purpose: <u>webEOC Software Support</u> | |
| Date/Term: <u>3 yrs w/2 1/yr renewals</u> | 1. <input type="checkbox"/> GREATER THAN \$50,000 |
| Amount: _____ | 2. <input type="checkbox"/> GREATER THAN \$25,000 |
| Department: <u>PS</u> | 3. <input type="checkbox"/> \$25,000 OR LESS |
| Dept. Monitor Name: <u>Henderson</u> | |
| Document has been reviewed and includes any attachments or exhibits. | |

Purchasing Review

Procurement requirements are met:

DeRita Mason
Purchasing Director or designee

Date: 6-7-17

Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

Risk Management Review

Approved as written: with Insurance Reg. attached

Krystal King
Risk Manager or designee

Date: 6-8-17

Laura Porter or Krystal King

County Attorney Review

Approved as written:

see email attached

Date: 6-7-17

County Attorney

Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, June 09, 2017 8:03 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Intermedix

This is approved for legal purposes.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Thursday, June 08, 2017 4:02 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: Intermedix

Kerry,

You approved this yesterday, but I forgot that it was grant funded. I have added the grant clause and will add exhibit B to the contract for signature. Please let me know if this is approved with the changes.

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@co.okaloosa.fl.us

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Username Password

[Forgot Username?](#) [Forgot Password?](#) [Log In](#) [Create an Account](#)

Search Results

Current Search Terms: esi* acquisition* inc*

Your search for "esi* acquisition* inc*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To [print your complete search results, you can download the PDF and print it.](#)

| | |
|--|--|
| Entity ESI Acquisition, Inc. | Status: Active |
| DUNS: 133560511 | CAGE Code: 1X6C3 View Details |
| Has Active Exclusion?: No | DoDAAC: |
| Expiration Date: 02/06/2018 | Delinquent Federal Debt?: No |
| Purpose of Registration: All Awards | |

Glossary

Search Results

Entity
Exclusion

Search Filters

By Record
Status

By Record
Type



- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov

IBM v1.P.64.20170330-1550

WWW6



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2017

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

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

| PRODUCER Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 Attn: Ft.Lauderdale.CertRequest@marsh.com F:212-948-0512 101309-GAWU-PROF-17-18 | CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B : American Casualty Company Of Reading, Pa</td> <td>20427</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Continental Insurance Company | 35289 | INSURER B : American Casualty Company Of Reading, Pa | 20427 | INSURER C : N/A | N/A | INSURER D : | | INSURER E : | | INSURER F : | |
|---|---|-------------------------------|--------|---|-------|--|-------|-----------------|-----|-------------|--|-------------|--|-------------|--|
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Continental Insurance Company | 35289 | | | | | | | | | | | | | | |
| INSURER B : American Casualty Company Of Reading, Pa | 20427 | | | | | | | | | | | | | | |
| INSURER C : N/A | N/A | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED ESI Acquisition, Inc. 823 Broad Street Augusta, GA 30901 | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** ATL-004179017-03 **REVISION NUMBER:** 4

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR | | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|-----|------------------|-------------------------|-------------------------|---|--------------|
| | | INSD | WVD | | | | | |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | 6018302277 | 06/30/2017 | 06/30/2018 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | 6018302263 | 06/30/2017 | 06/30/2018 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 6018302232 | 06/30/2017 | 06/30/2018 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | AGGREGATE | \$ 5,000,000 |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | | 6018302294 (AOS) | 06/30/2017 | 06/30/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| B | | N | N/A | 6018302280 (CA) | 06/30/2017 | 06/30/2018 | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is named Additional Insured with respect to General Liability and Auto Liability as required by written contract.

| | |
|---|---|
| CERTIFICATE HOLDER Okaloosa County 5479A Old Bethel Rd. Crestview, FL 32536 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Carmen Gordon <i>Carmen Gordon</i> |
|---|---|



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/08/2017

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

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

| | | | |
|---|---|--|-----------------------|
| PRODUCER Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 Attn: Ft.Lauderdale.CertRequest@marsh.com F:212-948-0512 101309-GAWU-PROF-17-18 | CONTACT NAME: PHONE (A/C. No. Ext): | | FAX (A/C. No): |
| | E-MAIL ADDRESS: | | |
| INSURED Intermedix Corporation 6451 North Federal Highway, Suite 1000 Fort Lauderdale, FL 33308 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Continental Insurance Company | | 35289 |
| | INSURER B : American Casualty Company Of Reading, Pa | | 20427 |
| | INSURER C : Columbia Casualty Company | | 31127 |
| | INSURER D : | | |
| | INSURER E : | | |

| | | |
|------------------|---|---------------------------|
| COVERAGES | CERTIFICATE NUMBER: ATL-003492847-12 | REVISION NUMBER: 8 |
|------------------|---|---------------------------|

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|------------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | 6018302277 | 06/30/2017 | 06/30/2018 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | 6018302263 | 06/30/2017 | 06/30/2018 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 6018302232 | 06/30/2017 | 06/30/2018 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | AGGREGATE | \$ 5,000,000 |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | 6018302294 (AOS) | 06/30/2017 | 06/30/2018 | <input checked="" type="checkbox"/> PER STATUTE | |
| B | Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A | | | 6018302280 (CA) | 06/30/2017 | 06/30/2018 | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| C | Technology E&O/Cyber Liability Retro Date: 10/1/2002 | | | 425573593 | 06/30/2017 | 06/30/2018 | Each Claim or Proceeding | 3,000,000 |
| | | | | SIR: \$250,000 | | | Aggregate | 3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa county EMS and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County is/are included as additional insured (except workers' compensation and professional) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.
Waiver of subrogation is applicable where required by written contract.

| | |
|---|---|
| CERTIFICATE HOLDER Okaloosa county EMS Attn: Zan Fedorak Purchasing Department 90 College Blvd East Niceville, FL 32578 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Carmen Gordon <i>Carmen Gordon</i> |
|---|---|



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
06/08/2017

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

| | | | | | |
|--|--|--------------------------------------|--|---|--|
| AGENCY Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 Attn: FtLauderdale.CertRequest@marsh.com F:212-948-0512 101309-PROP-Prop-17-18 | | PHONE (A/C, No, Ext): | | COMPANY Continental Insurance Company | |
| FAX (A/C, No): | | E-MAIL ADDRESS: | | | |
| CODE: | | SUB CODE: | | | |
| AGENCY CUSTOMER ID #: | | | | | |
| INSURED Intermedix Corporation 6451 North Federal Highway, Suite 1000 Fort Lauderdale, FL 33308 | | LOAN NUMBER | | POLICY NUMBER 6018302277 | |
| | | EFFECTIVE DATE 06/30/2017 | | EXPIRATION DATE 06/30/2018 | |
| | | | | <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED | |
| THIS REPLACES PRIOR EVIDENCE DATED: | | | | | |

PROPERTY INFORMATION

| |
|---|
| LOCATION/DESCRIPTION |
|---|

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

| COVERAGE INFORMATION | PERILS INSURED | BASIC | BROAD | SPECIAL | AMOUNT OF INSURANCE | DEDUCTIBLE |
|---|----------------|-------|-------|---------|---------------------|--------------------|
| COVERAGE / PERILS / FORMS All Risk of direct physical loss or damage to real and personal property on a replacement cost basis, subject to policy terms, conditions and exclusions. Coverage includes , but is not limited to fire, extended perils such as vandalism, malicious mischief, flood, earthquake and equipment breakdown. | | | | | see addl page text | see addl page text |

REMARKS (Including Special Conditions)

| |
|------------------|
| |
|------------------|

CANCELLATION

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

ADDITIONAL INTEREST

ATL-004060972-10

| | | | |
|---|---|---|--|
| NAME AND ADDRESS Okaloosa county EMS Attn: Zan Fedorak Purchasing Department 90 College Blvd East Niceville, FL 32578 | <input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> MORTGAGEE | <input type="checkbox"/> LENDER'S LOSS PAYABLE | <input type="checkbox"/> LOSS PAYEE |
| | LOAN # | | |
| | AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Carmen Gordon <i>Carmen Gordon</i> | | |



ADDITIONAL REMARKS SCHEDULE

| | | | |
|---------------------------------|------------------|---|--|
| AGENCY Marsh USA Inc. | | NAMED INSURED Intermedix Corporation 6451 North Federal Highway, Suite 1000 Fort Lauderdale, FL 33308 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 27 **FORM TITLE:** Evidence of Property Insurance

Blanket Limits:

Building Limit: \$10,200,000

Personal Property Limit: 9,090,000

Business Income: \$25,450,000

Various other locations-specific limits per schedule on file

Earthquake - \$1,000,000 limit, except scheduled limits for various locations; HI location is excluded

Flood - \$5,000,000, except scheduled limits for various locations; All FL & HI locations are excluded

Replacement Cost Valuation

Policy is subject to various sublimits.

Deductible(s):

All Other Perils: \$5,000 & 24 hour BI waiting period, except:

Wind/Hail: \$5,000 & 24 hour BI waiting period except: FL, HI, OK, OH & TX locations: various deductibles apply;

Earthquake - \$50,000 except excluded for HI location;

Flood - \$50,000, except Warren, MI-\$500,000; All FL & HI locations are excluded

Other deductibles may apply per policy terms and conditions.

SOLE SOURCE PURCHASE DATA SHEET

Date: 19 May 2017 PR No.: _____ Requestor: Ken Wolfe Phone No.: 850-651-7150

Department/Division: Public Safety/Emergency Management

Item Description: Intermedix Web EOC Software is the disaster control database system that controls and logs all activity in the Emergency Operations Center during any disaster situations to track all requests and requests filled. The system allows EOC staff to monitor all inputs into the system and insure all requests are addressed in an appropriate frame of time.

Requesting Department's Suggested Vendor: Intermedix Esi Acquisition, Inc.

Vendor's Address: 6451 N. Federal Hwy Suite 1000, Fort Lauderdale, FL 33308

Vendor's Telephone No.: 954-308-8700 Point of Contact: Mark Demski 813-951-1946

Sole Source Justification: Intermedix Web EOC disaster database software and Double Take server software support. This system and software is a proprietary software; no other vendors may provide support or maintenance.


Requesting Department Director Signature
Alvin Henderson Jr., PS Director

5-19-17
Date

**REVIEW BY PURCHASING DEPARTMENT
VERIFY IF OTHER SOURCES OF SUPPLY MEETS THIS NEED**

Vendor #1 Contact: _____ Phone No.: _____
Vendor #2 Contact: _____ Phone No.: _____
Vendor #3 Contact: _____ Phone No.: _____

Buyer Comments:

Signature of Buyer Who Reviewed _____ Date

Purchasing Services Coordinator Comments:

Purchasing Services Coordinator Signature _____ Date

PURCHASING MANUAL - SOLE SOURCE DETERMINATION

Comments:

Approve: ✓

Disapprove: _____
Date: _____

Amount of Purchase: \$16,821.20

[Signature]

Purchasing Director Signature

5/23/17

Date

Greg Kisela

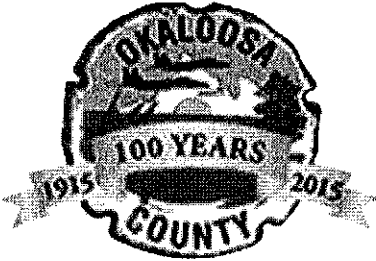
DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, May 22, 2017 3:26 PM
To: DeRita Mason; Lynn Hoshihara
Cc: Randy McDaniel; Ken Wolfe
Subject: RE: Sole Source

It looks fine

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Monday, May 22, 2017 4:22 PM
To: Parsons, Kerry; Lynn Hoshihara
Cc: Randy McDaniel; Ken Wolfe
Subject: Sole Source

Sorry, I forgot to attach.



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@co.okaloosa.fl.us

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

WebEOC Software Support and Maintenance
Terms and Conditions, Optional Emergency Response Program Services

This Agreement is entered into by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1250 N. Eglin Parkway, Shalimar, FL (hereinafter the "County"), and ESI Acquisition, Inc. (hereinafter "Intermedix"), whose address is 823 Broad Street, Augusta, Georgia, 30901 (address), certified to do business in the state of Florida (hereinafter the "Contractor/Vendor").

County may, at its option and by affixing a duly authorized signature below, elect to receive "on demand" emergency on-site support services from ESI Acquisition, Inc. ("Intermedix") on a fee-for-service basis. Such services are provided *in addition* to WebEOC Software Support and Maintenance and shall be provided according to the following terms and conditions:

I. Services Offered, Acceptance of Work

(a) **Services Offered by Intermedix.** Intermedix may, from time to time, provide professional services to County for the purpose of providing emergency on-site support during significant events and emergency operations center activations. Services to be performed may include, but are not limited to: WebEOC Administration, WebEOC Administrator and User support, board-building, "on the fly" process development and implementation, training and orientation for new users, provision of on-site technical assistance, temporary set-up of hosted or redundant system for fail-over purposes, and other emergency software support.

(b) **Request for Services.** Services may be requested by County by written Work Order at the sole discretion of County. Such Work Order shall take the form of, or be substantially similar to, the Work Order Form incorporated herein as Attachment A. Work Orders may be sent to Intermedix via facsimile at (706) 826-9911 or via electronic mail to ags-ps.support.services@intermedix.com. If facsimile is used for submission, the county should also send an electronic mail to ags-ps.support.services@intermedix.com informing Intermedix that the Work Order is in the process of being submitted.

(b) **Acceptance of Work.** Intermedix shall issue to County a written acceptance or rejection of work offered within twelve (12) hours of receipt of Work Order. Acceptance of Work Order by Intermedix is dependent on availability of Intermedix staff or qualified sub-contractors and feasibility of travel. Nothing contained herein shall require Intermedix to accept a request on behalf of County to perform services for County and nothing contained herein obligates County to request Intermedix services.

II. Compensation

(a) County shall pay Intermedix for work performed at the rates stated in Contractor Rate Schedule incorporated herein as Attachment B.

(b) Intermedix shall invoice County for work performed on a monthly basis. Intermedix invoice shall, at a minimum, provide the name and mailing address of Intermedix, the dates on which work was performed, a brief description of work performed, and an itemized list of charges covered by the invoice. County shall pay Intermedix the amount due within thirty (30) days of receipt of Intermedix invoice.

III. Expenses

County shall pay Intermedix for reasonable expenses incurred during the performance of work requested by County. Reasonable expenses include but are not limited to travel, per diem and materials. Intermedix shall invoice County for such expenses, at rates equal to actual cost to Intermedix, on a monthly basis. Intermedix invoice shall, at a minimum, provide the name and mailing address of Intermedix and an itemized list of expenses covered by the invoice. Original receipts will be provided upon request of County. County shall pay Intermedix the amount due within thirty (30) days of receipt of Intermedix invoice.

IV. Duration of Contract and Termination

The Contract will be valid when fully executed by both parties and continue for three (3) years from the date of execution. The parties will have the option of a two (2) one (1) year renewals with contract from both parties.

Either party may terminate this Agreement, upon thirty (30) days written notice to the other, if a party materially violates any provision of this Agreement and fails to remedy such violation within thirty (30) days after written notice thereof. Failure to pay the fees outlined in this Agreement in a timely manner shall be deemed a material breach. Licensee acknowledges and agrees that ESI may seek equitable relief at any time to remedy a violation or threatened violation of the restrictions set forth herein regarding the use and protection of the Software and Documentation. This Contract may be terminated without cause by the County upon thirty (30) days written notice to Contractor. The County further reserves the right to unilaterally cancel this Contract for refusal of the Contractor to permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt by law.

If the County terminates the Contract with or without cause, the County will notify the Contractor of such termination in writing, with instructions to the effective date of termination. The Contractor shall be paid only for work satisfactorily performed up to the point of termination for which costs can be substantiated.

V. Notice

All notices required by this Contract shall be in writing to the representatives listed below:
The authorized representative of the County shall be:

Alvin Henderson, Director of Public Safety
90 College Blvd. East
Niceville, FL 32578
Phone: 850-651-7150
Email: ahenderson@co.okaloosa.fl.us

The authorized representative(s) for Contract shall be:

Mark Demski
6451 N. Federal Hwy Suite, 1000
Fort Lauderdale, FL 33308
Phone: 813-951-1946
Email: mark.demski@intermedix.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@co.okaloosa.fl.us

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

VI. Governing Law, Venue and Adherence to the Law

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida. Contractor agrees that it shall adhere to all laws of the federal, state and local government as it pertains to the services being provided under this Contract.

VII. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

**RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT
DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL, 32536
PHONE: (850) 689-5977, riskinfo@co.okaloosa.fl.us.**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. 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 at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. 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 the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public contractor upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public contractor, upon the request from the public contractor's custodian of public records, in a format that is compatible with the information technology systems of the public contractor.

VIII. Records Retention and Audits

Contractor shall maintain all records pertaining to this Contract for a period of three (3) years after completion of this Contract. The County shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract. The County shall provide at least 30 days written notice prior to audit Contractor's compliance and any audits shall be held during normal business hours of Contractor.

IX. Assignment

Both Parties shall not assign this Contract or any part thereof, without the prior consent in writing of the other. Such consent shall not be unreasonably withheld. If either Party does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume all of the obligations and responsibilities that the other Party has assumed.

X. Entire Contract & Waivers

This Contract as incorporated herein, and the WebEOC® End User License Agreement as agreed upon contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, contracts or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing

upon mutual contract of the parties and signed by both parties. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

XI. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XII. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

XIII. Third Party Beneficiaries

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

XIV. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Contract.

XV. Insurance

Contractor shall maintain insurance coverage and furnish the County with a copy of their insurance certificate with "Okaloosa County" named as additional insured. General Services Insurance Requirements for the contract is attached hereto as Exhibit "A" and make a part of the contract.

XVI. Licenses

Contractor, at its own expense, for the duration of this Contract shall maintain any and all necessary licenses for the services provided under this Contract.

XVII. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of the Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The Contractor represents and warrants to the County that the execution and delivery of the Contract and the performance of the Contractor's obligations hereunder have been duly authorized and that the Contract is a valid and legal contract binding on the Contractor and enforceable in accordance with its terms.

XVIII. Taxes

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges for the performance of services under this Contract when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County.

XIX. Federal Grant Funds

For any federal grant funds utilized to pay for Contractor's services, Contractor agrees to comply with all terms for Federal-Aid Contracts, this included all Federal and State statutes, regulations and terms and conditions within the award. Said terms are included in Attachment "C", which is incorporated hereto and made a part of the contract by reference.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the day and year first written above.

INTERMEDIX



Signature

Brad Williams

Print Name

Date: 06 / 14 / 17

OKALOOSA COUNTY, FLORIDA



Greg Kisela

Date: 6 / 15 / 17

ATTACHMENT A: WORK ORDER FORM

1. Work Requested By:

Licensee:

Address:

2. Points of Contact (2) for Work to be Performed:

Name:

Title:

Organization:

Telephone, land:

Telephone, mobile:

Facsimile:

E-mail:

Name:

Title:

Organization:

Telephone, land:

Telephone, mobile:

Facsimile:

E-mail:

3. Location of Work

Facility Name:

Address:

Type of Facility:

4. Brief Description of Work Requested

5. Brief Description of Personnel Needs (i.e. number, special skills, etc.)

6. Anticipated Duration of Services

Starting Date and Time:

Anticipated End Date and Time:

Individuals executing this Work Order on behalf of Intermedix and County do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Work Order on behalf of their respective organizations.

SUBMITTED BY:

FOR INTERMEDIX:

Accept [] Reject []

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT B: CONTRACTOR RATE SCHEDULE

1. Definitions

- (a) "Item Number" means the Intermedix-assigned code for type of service delivered and is used by Intermedix for pricing and invoicing purposes.
- (b) "Description" means the type of service that may be provided by Intermedix according to the terms of this Contract.
- (c) "Unit Price" means the unit price charged to County.
- (d) "Direct Costs" mean non-labor costs such as authorized materials, travel, meals and incidentals.

2. Contractor Rate Table

| <i>Item Number</i> | <i>Description</i> | <i>Unit Price</i> |
|--------------------|--|-------------------|
| TS-PMEOSSD | Project Management - Daily Rate (EOSS) | \$3,000/day |
| TS-PEOSSD | Tech Services - Daily Rate (Programmer) (EOSS) | \$3,000/day |
| TS-SEOSSD | WebEOC® Software Support, Senior Level – Daily Rate (EOSS) | \$3,600/day |
| TS-EOSSD | WebEOC® Software Support - Daily Rate (EOSS) | \$3,000/day |
| TS-EOSSGEN | Technical Services, General | \$3,000/day |
| ASP-TEMP-EOSS | ASP Setup, Temporary Hosted Site (EOSS) | \$3,000 |
| ASP-EOSSD-250 | Hosting (≤ 250 concurrent users) Temporary Site | \$ 50/day |

3. Direct Costs

- (a) Travel Expenses and Per Diem. Authorized travel expenses and per diem shall be paid to Intermedix at the following rates:
 - (i) Transport fares (air, surface transportation) shall be reimbursed at actual costs.
 - (ii) Reasonable hotel accommodations shall be reimbursed at actual costs. For the purposes of this contract, "reasonable" means at a price at or similar to published General Services Administration ("GSA") guidelines in effect for the destination at the time of booking or stay, whichever amount is greater.
 - (iii) Meals and incidentals ("per diem") shall be paid according to the published GSA guidelines in effect for the destination at the time such expenses are incurred. The value of any allowance for meals or incidentals purchased for Intermedix by County or a third party shall be subtracted from daily per diem values prior to issuing reimbursement to Intermedix.
 - (iv) Mileage expenses shall be reimbursed at the Internal Revenue Service ("IRS") rate in effect at the time the expense is incurred.

- (v) Reasonable rental car expenses shall be reimbursed at actual costs.
- (vi) Parking fees, tolls and bridge fees shall be reimbursed at actual costs.

(b) The cost of any materials required to complete work assignments that are not provided to Intermedix shall be reimbursed at actual cost.

Attachment C
GENERAL GRANT FUNDING CONDITIONS

This Contract is either fully or partially Grant funded. Contractor shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms:** The contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the contractor has established delivery schedules, where permitted, to encourage such businesses respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.
6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability

or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

7. **Davis-Bacon Act**: If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act**: If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401-7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB

guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.

12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
14. **Procurement of Recovered Materials**: Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
15. **Access to Records and Reports**: Contractor will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that

are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. Record Retention:

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

17. Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. Termination for Default (Breach or Cause):

Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. Safeguarding Personal Identifiable Information

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. Prohibition on utilization of cost plus a percentage of cost contracts: The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. Prohibition on utilization of time and material type contracts: The County will not award contracts based on a time and material basis if the contract contains Federal funding.

22. Disputes: Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This

Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. Energy Policy and Conservation Act (43 U.S.C. §6201)

All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE June 14, 2017

SIGNATURE: 

COMPANY: Intermedix

NAME: Brad Williams

ADDRESS: 823 Broad Street
Augusta, Georgia, 30901

TITLE: SVP

E-MAIL: ags-sales@intermedix.com

PHONE NO. 706-823-0911

EXHIBIT "A"

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/09/16

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Contractor.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

9. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits

of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Products and Completed Operations Liability
5. Contractor shall agree to keep in continuous force Commercial General Liability coverage.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

| | <u>LIMIT</u> |
|------------------------------------|--|
| 1. Worker's Compensation | |
| 1.) State | Statutory |
| 2.) Employer's Liability | \$100,000 each accident |
| 2. Business Automobile | \$1,000,000 each occurrence A combined single limit) |
| 3. Commercial General Liability | \$1,000,000 each occurrence (A combined single limit) |
| 4. Personal and Advertising Injury | \$250,000 |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.