



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

(239) 533-5450

Brian Bigelow
District Two

Ray Judah
District Three

November 7, 2011

Tammy Hall
District Four

Ms. Kimberly Cameron
Professional Adjustment Corp. of S.W. FL., Inc.
14410 Metropolis Avenue
Fort Myers, FL 33912

Frank Mann
District Five

Karen B. Hawes
County Manager

SUBJECT: RFP-11-08 Collection Agency Services for Ambulance Transport Accounts

Diana M. Parker
County Hearing
Examiner

ENCLOSURE (1): Executed Copy of Service Provider Agreement
ENCLOSURE (2): PSA/SPA Invoice Statement Form

Dear Ms. Cameron:

Enclosed is your executed copy of the Service Provider Agreement for the project known as "Collection Agency Services for Ambulance Transport Accounts". Please note the contract number for this project is 5794. This contract number will also serve as your Purchase Order Number for this project and must be on all invoice statements.

If you should have any questions, please contact our office at the above number.

Sincerely,
PROCUREMENT MANAGEMENT


Jodi Bennett
Contract Specialist

C: Project Manager
Internal Services, Fiscal
File

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this 27th day of September, 2011, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and PROFESSIONAL ADJUSTMENT CORP. OF S.W. FL., INC., hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the RFP-11-08 Collection Agency Services for Ambulance Transport Accounts services of said PROVIDER as further described herein; and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated September 27, 2011, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

- (1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

- (2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgment shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement. ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated September 27, 2011, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.

(1) STATEMENTS.

The PROVIDER shall submit not more than one invoice statement to the COUNTY for each project submitted covering services rendered and completed associates with the project. A project is defined as a group of samples submitted together on the same day and on the same chain of custody. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance.

Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such

time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

The PROVIDER warrants that the PROVIDER has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the PROVIDER any commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated September 27, 2011, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

- (1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting there from, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater
- (3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverages described herein and as are required by law to be provided on behalf of their employees and others.
- (4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverages.
- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.
- (3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.
- (4) Each Certificate of Insurance shall include the following:
 - (A) The name and type of policy and coverages provided;
 - (B) The amount or limit applicable to each coverage provided;

- (C) The date of expiration of coverage.
 - (D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and
 - (E) Cancellation - Should any of the described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.
- (5) If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the COUNTY with such renewal certificate(s) shall be justification for the COUNTY to terminate this Agreement.

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverages:

- (1) **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$100,000 per accident
 - \$100,000 disease limit
 - \$500,000 disease – policy limit
- (2) **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$500,000 per occurrence
 - \$1,000,000 general aggregate
 - \$500,000 products and completed operations
 - \$500,000 personal and advertising injury
- (3) **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$500,000 combined single limit (CSL)
 - \$300,000 bodily injury per person
 - \$500,000 bodily injury per accident
 - \$300,000 property damage per accident
- (4) **PROFESSIONAL LIABILITY** - Coverage shall include the following:
 - (A) A minimum aggregate limit of \$ N/A
 - (B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self- insurance program, provide an applicable

deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the COUNTY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners
P O Box 398
Fort Myers FL 33902-0398
Attention: Public Safety / David Kainrad

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Professional Adjustment Corp. of S.W. FL., Inc.
Contact: Kimberly Cameron
14410 Metropolis Avenue
Fort Myers, FL 33912
Phone 239-437-0525 / Fax 239-437-1073
kcam7643@aol.com

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER.

If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: Marcia Wilson
Deputy Clerk

BY: [Signature]
Chair

DATE: 9/27/11

APPROVED AS TO FORM

BY: [Signature]
County Attorney's Office



ATTEST:

(CONSULTANT)

Brittany Kennedy
(Witness)
Brenda L. Helt
(Witness)

BY: Kimberly Cameron
(Authorized Signature)
President
(Title)

DATE: 10/24/11

CORPORATE SEAL:

SCOPE OF PROFESSIONAL SERVICES

For: RFP-11-08 Collection Agency Services for Ambulance Transport Accounts

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The Consultant shall provide and perform the following professional services which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this PROFESSIONAL SERVICES AGREEMENT or SERVICE PROVIDER AGREEMENT:

General Guidelines and Requirements

1. Lee County estimates an average yearly volume of 13,125 un-collectible accounts totaling \$5,500,000.00 (13,000 ground ambulance accounts/125 air medical accounts). Accounts to be turned over for collections will on average be 120 -139 days past due, except bad address accounts will be turned over within 45 days.
2. The Provider shall have sufficient staff and facilities to provide a full scope of collection services, including, but not limited to, mail tracings.
3. The Provider must adhere to public law 95-109 (Fair Debt Collection Practices Act) in our collection practices, both written and verbal.
4. When and if litigation becomes necessary no action may take place until a thorough credit study has been completed at no charge to Lee County EMS and without prior written permission from Lee County Attorney's Office.
5. In the event a debtor would contact Lee County EMS after an account was transferred to the collection firm, they will be referred to the collection company. In the event Lee County would inadvertently accept payment on an account turned over to the collection agent, EMS Administrative Services staff shall be responsible for processing a refund request to the collection company.
6. The Provider attests that it shall obey all laws, standards, prudent business practices, and ethics in collecting accounts. Clients shall not be subjected to undue intimidation or threats to secure collection.
7. The Provider shall provide and pay for all materials, labor, attorney and/or legal fees, incidentals, and all other services and/or facilities of any nature whatsoever that may become necessary to execute, complete and deliver quality service.

8. The Provider will be required to provide proof of registration as a commercial collection agency in good standing with the State of Florida and appropriate local licensure.
9. Provider must permit audits, as requested by Lee County internal and/or external auditors. Lee County EMS will not be responsible for the costs of any audits and the firms must permit audits by any appropriate internal/external auditors.
10. Provider must agree not to add, delete, or change in anyway, an account without prior written authorization from Lee County EMS.
11. Provider must submit a yearly report of all accounts received, collected and outstanding, including an explanation of all accounts which have not had any payment activity. The Provider shall also be required to submit no less than monthly, a list of all accounts it deems un-collectable with a detailed description of all collection efforts undertaken and rational for conclusion to Lee County EMS. These reports will be broken down by ground and air transports. Lee County EMS reserves the right to remove accounts which were originally placed and opt to place them in the hands of a separate agency.
12. Provider must agree that any lawsuits incurred as a result of handling Lee County EMS accounts will not be the responsibility of Lee County.
13. Debtor Information: At a minimum, the Provider will provide the following information to the selected firm for each debtor:
 - a. Patient's name and/or guarantor if different than the person who received the services.
 - b. Last known address and phone number.
 - c. Social Security number and or Federal ID number on record.
 - d. Amount due
 - e. Date of service
14. Accounts Activity Report: Provider must make available via a secure website, a monthly activity report of all account balances to Lee County EMS, which will be due no later than the fifteenth of each months for the prior months activity. Activity Reports will be broken down by ground ambulance and air medical transport accounts. Reports should reflect the minimum information:
 - a. Patients name
 - b. Account number
 - c. Date and dollar amount submitted to collection firm.
 - d. Number of customer contacts and type of contacts made (phone, mail). At its discretion, Lee County may request copies of contact verification via audit trails from collection firm.
 - e. Collection fee per account
 - f. Monthly payments arranged with patient
 - g. Balance due

15. Completed Accounts: (Accounts paid in full). Reports will be broken down by ground ambulance and air medical transport accounts. Reports should reflect the minimum information:
 - a. Patients name.
 - b. Date and dollar amount submitted to collection agency.
 - c. Firm collection fee per account.
 - d. Total dollars collected
 - e. Firm's total payment based on assessed collections percentage
16. The payment of fees by Lee County is contingent upon collection. There shall be no payment paid on any account on which no collection was made.
17. The Provider shall place all accounts on the National Credit Report within 45 days of no activity by the patient and shall remain on the report until account is paid in full or seven (7) years, it shall only be removed with written permission from Lee County EMS.
18. The Provider must be available for quarterly meetings with Lee County EMS personnel to discuss billing and collection issues.
19. The Provider must maintain a professional and open line of communications with personnel from Lee County EMS and the department's ambulance transport provider.
20. The Provider shall abide by all HIPAA rules that are in place and have the ability to conform to and comply with future changes. Submit documentation reflecting compliance with provisions of HIPAA HITECH in accordance with the American Recovery and Reinvestment Act of 2009.

EXHIBIT B

Date: September 27, 2011

COMPENSATION AND METHOD OF PAYMENT

for RFP-11-08 Collection Agency Services for Ambulance Transport Accounts

Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	See Professional Adjustment Corp. Fee Schedule Dated August 4, 2011			
TOTAL			Total Annual Amount	

(Unless list is continued on next page)

CMO:033
09/25/01

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated N/A, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated N/A, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

EXHIBIT D

Date: September 27, 2011

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for RFP-11-08 Collection Agency Services for Ambulance Transport Accounts

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No

CMO:035
09/25/01

EXHIBIT E

Date: September 27, 2011

PROJECT GUIDELINES AND CRITERIA

for RFP-11-08 Collection Agency Services for Ambulance Transport Accounts

The Consultant shall provide and perform the following professional services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDED AGREEMENT.

In accordance with, which are made a part of this Agreement, **as if they were attached** are the following documents:

- RFP-11-08, consisting of: Request for Proposals (entire document), dated August 4, 2011, Addendum One dated July 25, 2011, and Addendum Two dated July 28, 2011
- Immigration Law Affidavit
- HIPAA Business Associates Agreement

AMENDMENT TO ARTICLES

For: RFP-11-08 Collection Agency Services for Ambulance Transport Accounts
For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

Amendment No. 1 to Article 18: Termination

Remove the following paragraph in its entirety:

~~This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER.~~

Replace with:

Right to terminate: Lee County may, at its discretion, terminate the agreement for services at anytime by giving 30 days written notice with cause; or 60 days written notice without cause. Upon termination, all accounts shall be returned to Lee County EMS. Lee County shall be liable only for payment of fees and commissions on accounts collected by the collection firm as of the termination date and remitted to Lee County EMS thirty (30) days after the termination date.

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP-11-08

PROJECT NAME: Collection Agency Services for Ambulance
Transport Accounts

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

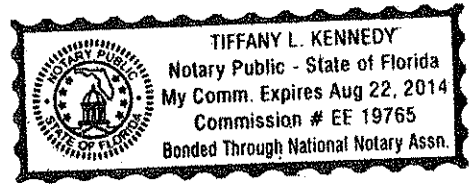
BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Professional Adjustment Corp. ^{of SW. Fla, corp} 10/24/11
Date
Kimberly Cameron President
Signature Title

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 24 day of October, 2011, by Kimberly Cameron who has produced DL/C565-501-62-941-0 as identification.
(Print or Type Name)
(Type of Identification and Number)

Tiffany Kennedy
Notary Public Signature
Tiffany Kennedy
Printed Name of Notary Public



EE 19765/Aug. 22, 2014
Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Lee County EMS and Professional Adjustment Corporation
HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“BAA”) is made and entered into this September 27, 2011, by and between the covered entity, Lee County Emergency Medical Service (“LCEMS”) and Professional Adjustment Corporation (“Business Associate”).

1. Purpose. LCEMS and Business Associate have entered into an agreement dated September 27, 2011 (the “Agreement”) under which Business Associate provides services for LCEMS involving the use and/or disclosure of individually identifiable health information relating to LCEMS patients (“Protected Health Information” or “PHI”). In accordance with the federal privacy regulations set forth at 45 CFR Part 160 and Part 164 (the “HIPAA Privacy Regulations”), which require LCEMS to have a written contract with each of its business associates, the parties wish to incorporate satisfactory assurances that the Business Associate will appropriately safeguard Protected Health Information.

2. Effective Date. The effective date of this Agreement shall be October 1, 2011 or, if different, the date by which LCEMS is required to comply with the HIPAA Privacy Regulations.

3. Permitted Uses and Disclosures. Business Associate shall not use or disclose any Protected Health Information other than as permitted by this BAA in order to perform Business Associate’s obligations under or as required by law. Business Associate shall not use or disclose the PHI in any way that would be prohibited if used or disclosed in such a way by LCEMS. Business Associate may also use or disclose PHI as required for Business Associate’s proper management and administration, provided that if Business Associate discloses any PHI to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring that party (i) to hold the PHI confidentially and not to use or further disclose the PHI except as required by law, and (ii) to notify Business Associate immediately of any instances of which it becomes aware in which the confidentiality of the PHI is breached.

4. Minimum Necessary Information. Business Associate shall only request from LCEMS, and shall only use and disclose, the minimum amount of PHI necessary to carry out the Business Associate's responsibilities under this Agreement.

5. Reporting. If Business Associate becomes aware of any use or disclosure of PHI in violation of this Agreement, Business Associate shall immediately or within 5 days report such information to LCEMS. Business Associate shall also require its employees, agents, and subcontractors to immediately report any use or disclosure of PHI in violation of this Agreement. Delays in notification must include a valid reason for exceeding the timeframe of notification. Business Associate shall cooperate with, and take any action required by, LCEMS to mitigate any harm caused by such improper disclosure.

6. Agents and Subcontractors. Business Associate shall require its employees, agents, and subcontractors to agree not to use or disclose PHI in any manner except as specifically allowed herein, and shall take appropriate disciplinary action against any employee or other agent who uses or discloses PHI in violation of this Agreement. Business Associate shall require any agent or subcontractor that carries out any duties for Business Associate involving the use, custody, disclosure, creation of, or access to PHI to enter into a written contract with Business Associate containing provisions substantially identical to the restrictions and conditions set forth in this BAA.

7. LCEMS Policies, Privacy Practices, and Restrictions. LCEMS shall provide Business Associate with access to LCEMS notices, policies, and procedures, including updates thereto provided from time to time by LCEMS, and Business Associate shall comply with all such notices, policies, and procedures. Business Associate shall assure that each of its agents and employees has received appropriate training regarding HIPAA confidentiality and patient privacy compliance issues.

8. Patient Rights. LCEMS acknowledges that the HIPAA Privacy Regulations require LCEMS to provide patients with a number of privacy rights, including (a) the right to inspect PHI within the possession or control of LCEMS, its business associates, and their subcontractors, (b) the right to amend such PHI, and (c) the right to obtain an accounting of certain disclosures of their PHI to third parties. Business Associate shall establish and maintain adequate internal controls and procedures allowing it to readily assist LCEMS in complying with patient requests to exercise any patient rights granted by the Privacy Regulations, and shall, at no additional cost to LCEMS, immediately comply with all LCEMS requests to amend, provide access to, or create an accounting of disclosures of the PHI in the possession of Business Associate or its agents and subcontractors. If Business Associate receives a request directly from a patient to exercise any patient rights granted by the Privacy Regulations, Business Associate shall immediately forward the request to LCEMS.

9. Safeguards. Business Associate shall use appropriate physical, technical, and administrative safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement and by LCEMS's privacy and security policies. Upon request Business Associate shall allow LCEMS to review such safeguards. If Business Associate uses electronic media to obtain, transmit, or store PHI, Business Associate shall implement appropriate security measures and procedures for its data systems which shall maintain the integrity and confidentiality of the transmitted information and otherwise prevent unauthorized access to the PHI as required by this BAA.

10. Inspections. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI available to LCEMS for inspection upon

request, and to the Secretary of the US Department of Health and Human Services to the extent required for determining LCEMS's compliance with the Privacy Regulations.

Notwithstanding the above, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by LCEMS or Business Associate by virtue of this provision.

11. Termination and Return of PHI. Notwithstanding anything to the contrary in the Agreement, LCEMS may terminate this BAA immediately if, in LCEMS's reasonable opinion, Business Associate breaches any provision of this BAA. Upon termination of this BAA for any reason, Business Associate shall, if feasible, return or destroy all PHI received from LCEMS or created by Business Associate on behalf of LCEMS. If, in the reasonable opinion of both parties such return or destruction is not feasible, the parties agree that the requirements of this BAA shall survive termination and that Business Associate shall limit all further uses and disclosures of PHI to those purposes that make the return or destruction of such information infeasible.

12. Liability: Each party shall be responsible for any breaches of its obligation under this Agreement by its officers, directors, employees, agents and assigns. If Business Associate discloses unsecured protected health information, it shall following the discovery of a breach of such information, notify LCEMS of such breach. Such notice shall include:

- ❖ The identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach.
- ❖ A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
- ❖ A description of the types of unsecured protected health information that were involved in the breach such as, full name; Social Security number; date of birth; home address; account number; or disability code.

- ❖ A brief description of the investigation of the breach and what safe guards have been implemented to mitigate and protect against further breaches. Business Associate agrees to maintain a log of breaches involving fewer than 500 individuals.

13. Interpretation. Any ambiguity in this BAA shall be resolved to permit LCEMS to comply with the HIPAA Privacy Regulations. In the event of any inconsistencies within the terms of the Agreement, the terms of this HIPAA Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: Marcia Wilson
Deputy Clerk

BY: J. Allman
Chair

DATE: 9/27/11



APPROVED AS TO FORM

BY: Andrea K. Jones
County Attorney's Office

(CONSULTANT)

Brittany Kennedy
(Witness)

BY: Kimberly Cameron
(Authorized Signature)

Brenda Hest
(Witness)

President
(Title)

DATE: 10/24/11

CORPORATE SEAL:

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/28/2011

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 BB&T-Oswald Trippe and Company 13515 Bell Tower Drive Fort Myers, FL 33907 (239) 280-3814 Mary Hoshor	CONTACT NAME: Jackie Zeh
	PHONE (A/C, No, Ext): 239 433-4535 FAX (A/C, No): 866-802-8680 E-MAIL ADDRESS: JZeh@BBandT.com
INSURED Professional Adjustment Corporation of SW FL Inc. 14410 Metropolis Ave Fort Myers, FL 33912	INSURER(S) AFFORDING COVERAGE INSURER A : Southern Owners Insurance Compa NAIC # 10190
	INSURER B : Hartford Underwriters Insurance 30104
	INSURER C : Sentinel Insurance Company, Ltd 11000
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	2073930211	02/27/2011	02/27/2012	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$3,000,000
						PRODUCTS - COMP/OP AGG \$3,000,000
C	AUTOMOBILE LIABILITY		21UECNE6024	07/28/2011	07/28/2012	COMBINED SINGLE LIMIT (Ea accident) \$500,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		21WECZT3031	12/02/2010	12/02/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$500,000
						E.L. DISEASE - POLICY LIMIT \$500,000

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

Lee County Board of County Commissioners is named as additional insured with respects to general liability only.

CERTIFICATE HOLDER

CANCELLATION

Lee County Board of County Commissioners
 Attn: Procurement Management
 PO Box 398
 Fort Myers, FL 33902-0398

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

Jackie Zeh

LEE COUNTY
 PROFESSIONAL SERVICE AGREEMENT/SERVICE PROVIDER AGREEMENT
 INVOICE STATEMENT

Date: _____

CN No.: _____ Contract No.: _____

Project No.: _____

Payment No.: _____ (W.I.P.P. Final) for Period _____ to _____

Project Name: _____

Attachments Yes No

PAYEE: Consultants Name: _____

INSTRUCTIONS

Mailing Address: _____

Warrant will be mailed to Consultant's mailing address given, unless special instructions are provided to the immediate left of these instructions.

City & State _____ ZIP CODE _____

Deliver Warrant: _____ Special Instructions - If Other than Mail _____

CONTRACTUAL FINANCIAL DATA

ORIGINAL PSA/SPA Amount _____ \$

PLUS: Change Order # _____	dated _____	_____	\$ _____
Change Order # _____	dated _____	_____	\$ _____
Change Order # _____	dated _____	_____	\$ _____
S.T.A. # _____	dated _____	_____	\$ _____
S.T.A. # _____	dated _____	_____	\$ _____
S.T.A. # _____	dated _____	_____	\$ _____

Total Change Orders/S.T.A. ADDING to cost of Agreement \$ _____

LESS: Change Order # _____	dated _____	_____	\$ _____
Change Order # _____	dated _____	_____	\$ _____
Change Order # _____	dated _____	_____	\$ _____
S.T.A.# _____	dated _____	_____	\$ _____
S.T.A. # _____	dated _____	_____	\$ _____
S.T.A. # _____	dated _____	_____	\$ _____

Total Change Orders/S.T.A. SUBTRACTING from cost of Agreement \$ _____

Total Amount of Current PSA/SPA \$ _____

Total Amount Completed to Date \$ _____

Less Amounts Previously Invoiced \$ _____

Amount of this Invoice \$ _____

Total Amount Paid to DBE's from above \$ _____

Name of DBE(s): _____

Signed Project Manager: _____ Date: _____

Approved Dept/Div Director: _____ Date: _____

Approved Fiscal Person: _____ Date: _____