



Levy County Board of County Commissioners
Procurement Department
310 School Street
P.O. Box 310
Bronson, FL 32621
Phone: 352-486-5218

Addendum 1: RFP_2021_006
Issued: August 31, 2021
Pages: 20

Signature: *Alicia Tretheway*

Proposers shall acknowledge receipt of this Addendum on their submittal.

Questions/Clarifications/Answers:

1. Is there a previous awarded incumbent? If so, could you please provide the name of the vendor and the contract document?
 - a. *New River Technology, LLC.*
 - b. *Contract Documents attached to addendum (see pages 2-20).*
2. Is there a budget amount that has been approved for the project/services?
 - a. *A tentative budget will be adopted at the September 7, 2021 Tentative Millage and Tentative Budget hearing at 5:01 PM. The current Tentative Budget for this project/services is \$64,490 for Professional Services. The final Budget Hearing will be held on September 21, 2021 at 5:01 PM.*
3. Which County Department does the service fall into?
 - a. *The Board Office manages the service.*
4. What has been the last two expenditures for IT Contracted support with the County as related to this RFP?
 - a. *The last two fiscal year expenditures for IT services as it relates to this RFP (10/1/2019-8/31/2021) is \$286,956.85. This includes various services/equipment purchases and or upgrades as described in the RFP.*
5. What County entities will be excluded from this RFP?
 - a. *Currently the County has three (3) departments that do not utilize our current IT. They are Emergency Management, Veteran Affairs, and the Office of the County Attorney.*

**AGREEMENT BETWEEN LEVY COUNTY and
NEW RIVER TECHNOLOGY, LLC for
INFORMATION TECHNOLOGY SERVICES**

This Agreement is made and entered into by and between LEVY COUNTY, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and NEW RIVER TECHNOLOGY, LLC, 333 SE Lofton Glen, Lake City, FL 32025 (hereinafter referred to as "Contractor") on this 3rd day of October, 2017.

WITNESSETH:

WHEREAS, County issued a Request for Proposals for selection of a provider of information technology services (the "RFP"), in accordance with applicable procurement policies and procedures; and

WHEREAS, Contractor submitted a proposal in response to the RFP (the "Proposal"), and was subsequently selected by County as the company to provide the services requested by the RFP; and

WHEREAS, County desires to acquire information technology services from Contractor, and Contractor desires to provide such services in accordance with the RFP, Contractor's proposal, and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Contractor agree as follows:

**ARTICLE 1
INCORPORATION OF DOCUMENTS**

1.1 The RFP issued by County, the Proposal submitted by Contractor dated September 5, 2017, all filed with the Clerk of the Circuit Court of Levy County, Minutes Division, as RFP for Information Technology Services, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents are given precedence in the following order:

- 1) This Agreement;
- 2) The RFP;
- 3) The Proposal submitted by Contractor dated September 5, 2017.

ARTICLE 2
CONTRACTOR'S DUTIES

2.1 Contractor shall perform all the services and shall provide all the materials requested by the RFP, and described in the Scope of Services in the RFP as supplemented by the Proposal (hereinafter referred to as the "Scope of Services"). Contractor shall perform all services and provide all materials in strict accordance with the provisions contained herein. Contractor shall perform all services under the Scope of Services in a professional, workmanlike manner, with such professional care, technical skill, ability and diligence as is required of similar contractors having the level of skill, expertise and specialized knowledge, as represented to County, both orally and in writing, to be possessed by Contractor.

2.2 Contractor shall provide its services and materials in the times allowed for performance contained in the Scope of Services.

ARTICLE 3
ADDITIONAL SERVICES

3.1 In the event that County desires Contractor to perform any additional informational technology services not specifically contained in the Scope of Services, the parties will enter into an addendum to this Agreement to provide for the provision of such additional information technology services by Contractor and payment therefor by County.

ARTICLE 4
TERM/TERMINATION

4.1 The term of this Agreement will begin on the date and year first above written and will continue for one (1) year. County reserves the right to extend the term of this Agreement for up to three (3) additional one (1) year terms, for a cumulative total of four (4) years. County will notify Contractor of its intent to extend any term for an additional year prior to the expiration of the then-current term. The County Coordinator will have the authority to extend any term of this Agreement on behalf of County.

4.2 This Agreement may be terminated by County, with or without cause, by written notice to Contractor of the intent to terminate. Such termination will be effective thirty (30) days after receipt by Contractor of such written notice of intent to terminate. However, no termination for cause will be effective unless Contractor is first given ten (10) calendar days after receipt of notice of intent to terminate in which to cure the cause for termination.

4.3 In the event of termination, Contractor will be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, software, and other documents or information prepared by

Contractor shall become the property of County and shall be delivered by Contractor to County immediately upon the effective date of termination.

ARTICLE 5
METHOD OF BILLING AND PAYMENT

5.1 County shall pay to Contractor the sums indicated in the Proposal for the corresponding services set out in the Proposal for those services actually performed by Contractor.

5.2 Payment for monthly services set out in the Scope of Services rendered by Contractor will be made on a monthly basis. Payment for services set out in the Scope of Services that are other than monthly services rendered by Contractor will be paid monthly in proportion to the percentage completed of those other services. Percentage of services completed shall be subject to review and approval by the County Coordinator or his/her designee.

5.3 Contractor shall submit all billings for payment of services rendered on a monthly basis to the County Purchasing Department for processing. Billings must be detailed as to nature of the services performed. Billings must include a summary of any amounts previously billed and any credits for amounts previously paid.

5.4 Contractor acknowledges that each billing must be reviewed and approved by the County Coordinator or his/her designee. Should the County Coordinator, or his/her designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Contractor shall adjust billing accordingly. However, Contractor will be entitled to payment of any portion of a billing not in dispute.

5.5 County shall pay Contractor's monthly billings in accordance with Sections 218.70 through 218.80, Florida Statutes, the Florida Prompt Payment Act.

5.6 In the event budgeted funds which are sufficient for the County to pay the amounts provided for under this Agreement are not available for any upcoming fiscal period, the County shall notify Contractor of such occurrence and this Agreement will terminate on the last day of the then current fiscal period without penalty or expense to the County.

ARTICLE 6
COUNTY'S RESPONSIBILITIES

6.1 County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Contractor.

6.2 County shall furnish to Contractor, upon request of Contractor and at County expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within County's possession. However,

Contractor will be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3 County shall provide reasonable access and entry to all public property required by Contractor to perform the services described in this Agreement. All such access and entry will be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Contractor to perform the services described in this Agreement.

ARTICLE 7 STANDARDS AND CORRECTIONS

7.1 Contractor shall perform or furnish to County all information technology and related services to a level of technical skill, ability, and diligence as is required of information technology professionals having a reasonable level of skill, expertise and specialized knowledge, and having the level of skill, expertise and specialized knowledge as represented to the County, both orally and in writing, to be possessed by Contractor, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional informational technology practice and with the laws, statutes, ordinances, codes, rules and regulations governing Contractor's profession. The same standards of care shall be required of any subconsultant or subcontractor engaged by Contractor.

7.2 Contractor shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Contractor or any subconsultant or subcontractor engaged by Contractor under this Agreement. The foregoing will be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Contractor's work product, services, or materials will not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

ARTICLE 8 COUNTY PROPERTY

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, software, and other documents, plans or information resulting from Contractor's services under this Agreement will become the property of and will be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, will be at sole risk of County.

ARTICLE 9
NOTICES

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator
P.O. Box 310
Bronson, FL 32621

If to Contractor:

New River Technology, LLC
333 SE Lofton Glen
Lake City, FL 32025

ARTICLE 10
NO CONTINGENT FEES

10.1 Contractor certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County has the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 11
NO ASSIGNMENT

11.1 This Agreement, or any interest herein, may not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by County.

ARTICLE 12
CONTACT PERSONS

12.1 Upon written request of Contractor, the County Coordinator shall designate one or more County employees to whom all communications pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

ARTICLE 13
SEVERABILITY

13.1 In the event any provision of this Agreement is held invalid and unenforceable, the remaining provisions will be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant will not be construed by the other party as a waiver of any subsequent breach.

ARTICLE 14
GOVERNING LAW/VENUE

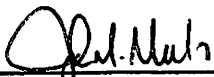
14.1 This Agreement is governed and construed in accordance with Florida law. In the event litigation arises involving the parties in connection with this Agreement, venue for such litigation will be in Levy County, Florida.

ARTICLE 15
INDEPENDENT CONTRACTOR STATUS

15.1 Contractor is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the dates set forth below.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA



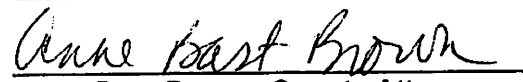
John Meeks, Chair
Date: 10/9/15

ATTEST: Danny Shipp, Clerk of the
Circuit Court and Ex-Officio Clerk of the
Board of County Commissioners



for Danny Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Anne Bast Brown, County Attorney



NEW RIVER TECHNOLOGY, LLC,
Contractor

By: Brady Clark
Title: Owner
Date: 10/11/17

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LR2016-084
10/6/17

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, entered into this 5th day of Feb, 2019, between LEVY COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County") and NEW RIVER TECHNOLOGY, LLC. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, on October 3, 2017, County and Contractor entered into an Agreement for information technology services for County (hereinafter referred to as "the Agreement"), which is incorporated herein by this reference, as the result of a competitive selection process through County's issuance of a Request for Proposals for information technology services (herein "the RFP"); and

WHEREAS, the Agreement incorporates the RFP into the Agreement in its entirety; and

WHEREAS, the parties now desire to amend the Agreement to provide for additional requirements for screening of Contractor and Contractor's employees in accordance with requirements of state and federal agencies, and to provide for expansion of the computers and related items for which Contractor will provide information technology services;

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

1. The parties agree that the foregoing recitals are true and correct and are incorporated in their entirety as terms and conditions of this Amendment.
2. The RFP and the Agreement are hereby amended by changing Section RP-19 and Subsection A. of Section RP-20, Project Scope, of the RFP to read in their entirety as follows:

RP-19 PROJECT DESCRIPTION. The County is seeking information technology services for the Board of County Commissioners and the County departments under the authority of and designated by the County Coordinator that include all services listed in the Project Scope and any other information technology services that the County may determine are necessary or desirable.

RP-20 PROJECT SCOPE . . .

A. Manage different types of management programs, software, and computers and related servers, printers and networks, for each County department that is under the authority of the County Coordinator and elects,

or is directed by the County Coordinator, to utilize the services of the successful proposer for all or part of that department's IT needs.

The remainder of Section RP-20 of the RFP shall remain unchanged.

3. A new Article 5.1.1 is hereby added to the Agreement, to read in its entirety as follows:

5.1.1 Capitalized terms used in this section are the same as those capitalized terms as set out in the Proposal. The Hourly Rates contained in the Proposal will apply to services performed for County departments under the authority of the County Coordinator which have either elected, or been directed by the County Coordinator, to utilize Contractor's services pursuant to this Agreement. The County Coordinator will provide email notice to Contractor in the event that any County department is added to the County departments utilizing Contractor's services pursuant to this Agreement after February 5, 2019. In the event Contractor is requested to provide services to a County department that has not previously elected, or been directed by the County Coordinator, to utilize Contractor's services, and for which an email notice has not been sent by the County Coordinator to Contractor pursuant to this subsection, an increased Standard On Site or Remote Support rate during Business Hours of 8:30 am – 5:00 pm, Monday through Friday (excluding holidays) of \$100 per hour will apply. Once email notice is sent from the County Coordinator to Contractor that the County department subject to the increased rate has elected, or been directed by the County Coordinator, to utilize Contractor's services, the Hourly Rates set out in the Proposal will apply.

4. Article 16 is hereby added to the Agreement, to read in its entirety as follows:

ARTICLE XVI
OIG/AHCA SCREENING

16.1 Contractor is not now excluded and will not become excluded from participation in a federal healthcare program by the United States Office of the Inspector General ("OIG"), and is not now and will not become the subject of a final order by the Florida Agency on Health Care Administration ("AHCA"). Contractor will not allow any of its employees, agents, officers, contractors, or subcontractors who are or become excluded from participation in a federal healthcare program by OIG or the subject of a final order by AHCA to perform or provide any services to County pursuant to this Agreement. Any such employees, agents, officers, contractors or subcontractors who do or will perform or provide services to County pursuant to this Agreement shall be referred to as "Personnel" herein. Contractor shall screen all potential Personnel prior to initial employment, engagement or contracting, and shall continue to screen all Personnel every 30 days for the

duration of this Agreement. Contractor may perform screenings required herein using its own work force or may utilize a third party agency to perform such screenings. Contractor will perform the required screenings of its own name and of all Personnel to ensure and confirm that neither Contractor nor any such Personnel are excluded from participation in federal health care programs by OIG or the subject of a final order by AHCA by searching the List of Excluded Individuals/Entities (LEIE), located at <http://www.oig.hhs.gov/fraud/exclusions.asp>, and the AHCA final order database, located at http://apps.ahca.myflorida.com/dm_web, to determine whether the Contractor's entity or whether any Personnel of Contractor has been excluded. In the event either or both of these websites change, Contractor will be required to conduct the searches on the appropriate website(s). Contractor will provide the results of these monthly searches to County upon completion

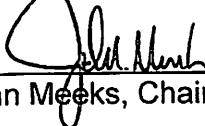
In the event that Contractor finds any individual or entity that qualifies as Personnel that have been excluded from participation in federal healthcare programs by OIG or are the subject of a final order by AHCA, Contractor shall notify County immediately and shall immediately terminate the use of such individual or entity as Personnel. Failure to comply with any provisions of this section shall result in immediate termination of this Agreement with no further obligation of County to Contractor. In addition, Contractor agrees to indemnify, defend and hold harmless County from any and all costs, fees, fines, or other obligation or liability of any kind arising directly or indirectly from Contractor's failure to comply with the provisions of this section.

The parties may elect to have County perform the screenings of Contractor and Contractor's Personnel required in this Article on Contractor's behalf. Any such election or performance of screenings by County on Contractor's behalf will not exempt Contractor from the obligations and liability imposed on Contractor by this Article.

5. All other terms of the Agreement not in conflict with this Amendment to Agreement will remain in full force and effect.

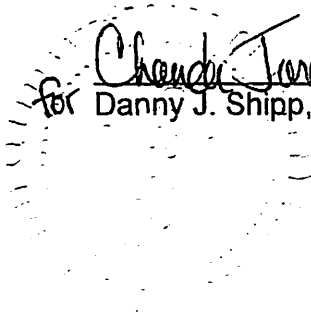
IN WITNESS WHEREOF, the parties have entered into this Amendment to Agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA



John Meeks, Chair

ATTEST:

 Chandi Jordan, Deputy Clerk
for Danny J. Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown
Anne Bast Brown, County Attorney

NEW RIVER TECHNOLOGY, LLC

By: 
Title: owner

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LR2016-084

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into as of the Effective Date (as defined herein) between Levy County, Florida, (“Covered Entity and New River Technology, LLC. (“Business Associate”).

Recitals

Pursuant to the parties’ separate services agreement dated October 3, 2017 (“Services Agreement”), Business Associate has agreed to perform certain services for or on behalf of Covered Entity that may involve the creation, maintenance, use, transmission or disclosure of protected health information within the meaning of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and its implementing regulations, 45 CFR Parts 160 and 164 (“HIPAA Rules”). This Agreement supplements the Services Agreement and is intended to and shall be interpreted to satisfy the requirements for business associate agreements as set forth in the HIPAA Rules as they shall be amended. Business Associate understands and acknowledges that Business Associate is subject to the HIPAA Rules, and that the violation of the HIPAA Rules carry significant penalties as described in 45 CFR §160.404.

Definitions

1. **General Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: *Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.*

2. **Specific Definitions.**

2.1 Business Associate has the same meaning as the term “business associate” at 45 CFR §160.103, and in reference to the party to this Agreement shall mean Business Associate.

2.2 Covered Entity has the same meaning as the term “covered entity” at 45 CFR §160.103, and in reference to the party to this Agreement shall mean Covered Entity.

2.3 PHI has the same meaning as the term “protected health information” at 45 CFR §160.103, and includes any individually identifiable information that is created, received, maintained or transmitted by Business Associate on behalf of Covered Entity that relates to an individual’s past, present or future physical or mental health, health care or payment for health care, whether in oral, hard copy, electronic or any other form or medium.

2.4 Terms used but not otherwise defined in this Agreement shall be defined as set forth in 45 C.F.R. Part 160 and Part 164, Subparts A, C, D, and E, as they shall be amended.

Agreement

3. **Relationship of the Parties.** Business Associate is and at all times during this Agreement shall be acting as an independent contractor to Covered Entity, and not as Covered Entity’s agent. Covered Entity shall not have authority to control the method or manner in which Business Associate performs its services on behalf of Covered Entity, provided that Business Associate complies with the terms of this Agreement and the HIPAA Rules. Business Associate shall not have authority to bind Covered Entity to any liability unless expressly authorized by Covered Entity in writing, and Covered Entity shall not be liable for the acts or omissions of Business Associate. Business Associate shall not represent itself as the agent of Covered Entity. Nothing in this Agreement shall be deemed to establish an agency, partnership, joint venture or other relationship except that of independently contracting entities.

4. **Business Associate Responsibilities.** Business Associate agrees to:

4.1 Fully comply with the HIPAA Rules as they apply to Business Associate.

4.2 Not use or disclose PHI except as permitted by this Agreement or as otherwise required by law.

4.3 Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement. Business

Associate shall comply with the requirements in 45 CFR Part 164, Subpart C applicable to business associates, including using administrative, physical and technical safeguards to protect electronic PHI. In addition, if Business Associate performs activities related to Covered Entity's covered accounts as defined in 16 C.F.R. §681.1, Business Associate will implement and comply with reasonable policies to identify, prevent and mitigate any instance of identity theft relating to the covered accounts.

4.4 Immediately report to Covered Entity's Privacy Officer any use or disclosure of PHI not permitted by this Agreement or the HIPAA Rules of which Business Associate becomes aware, including reporting breaches of unsecured PHI as required by 45 CFR §164.410, and reporting security incidents as required by 45 CFR §164.314(e)(2)(i)(C). Additionally, if Business Associate performs activities related to Covered Entity's covered accounts as defined in 16 C.F.R. §681.1, Business Associate will report to Covered Entity any actual or suspected instance of identity theft involving a Covered Entity covered account. Business Associate shall report the information necessary and in such a manner as to enable Covered Entity to investigate the incident and comply with Covered Entity's obligations under applicable law.

4.5 Mitigate, to the extent practicable, any harmful effect caused by a use or disclosure of PHI by Business Associate in violation of this Agreement.

4.6 Fully cooperate with Covered Entity's efforts to promptly investigate, mitigate and notify third parties of breaches of unsecured PHI or security incidents as required by the HIPAA Rules.

4.6 Ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements set forth in this Agreement and the HIPAA Rules applicable to such subcontractors. Business Associate may fulfill this requirement by executing a written agreement with the subcontractor incorporating the terms of this Agreement and otherwise complying with the requirements in 45 CFR §§164.502(e)(1)(ii), 164.502(e)(2) and 164.308(b)(2),(3).

4.7 To the extent Business Associate maintains a designated record set on behalf of Covered Entity, Business Associate shall make available PHI in a designated record set to Covered Entity, within 10 days of request, to satisfy Covered Entity's obligations under 45 CFR §164.524. Should Business Associate or its subcontractors receive a direct request from an individual, Business Associate will promptly forward the individual's request to Covered Entity.

4.8 To the extent Business Associate maintains a designated record set on behalf of Covered Entity, Business Associate shall make any amendment(s) to PHI in a designated record set within 10 days of request, as directed or agreed to by Covered Entity pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR §164.526. Should Business Associate or its subcontractors receive a direct request from an individual, Business Associate will promptly forward the individual's request to Covered Entity.

4.9 Maintain and make available the information required to provide an accounting of disclosures to Covered Entity, within 10 days of request, to satisfy Covered Entity's obligations under 45 CFR §164.528. Should Business Associate or its subcontractors receive a direct request from an individual, Business Associate will promptly forward the individual's request to Covered Entity.

4.10 To the extent Business Associate is to carry out Covered Entity's obligations under 45 CFR Part 164, Subpart E, comply with the requirements of Subpart E that apply to Covered Entity in the performing such obligations.

4.11 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

5. Uses and Disclosures by Business Associate.

5.1 Permissible Uses and Disclosures. Business Associate may use or disclose PHI only as follows:

5.1.1 As necessary to perform the services set forth in the Services Agreement.

5.1.2 As authorized, to de-identify PHI in accordance with 45 CFR §164.514(a)-(c).

5.1.3 As required by law.

5.1.4 Business Associate may not use or disclose PHI in a manner that would violate 45 CFR Part 164, Subpart E, if done by Covered Entity.

5.1.5 Business Associate agrees to use or disclose the minimum amount of PHI necessary for a permitted purpose pursuant to this Section 5, Covered Entity's policies and procedures, and 45 CFR §164.502(b).

5.2 Additional Use and Disclosure Provisions

5.2.1 Except as limited in the Services Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities.

5.2.2 Except as limited in the Services Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities, provided that any disclosures for these purposes (i) are required by law, or (ii)(a) Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed, and (ii)(b) the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

5.2.3 Except as limited in the Services Agreement, Business Associate may use PHI to provide data aggregation services relating to the health care operations of Covered Entity as defined in 45 CFR §164.501.

6. Term and Termination. Unless otherwise agreed to in writing by the parties, this Agreement shall be effective as of the Effective Date and shall continue until termination of the Services Agreement or until terminated as provided below.

6.1 Termination. This Agreement shall terminate on the date the Services Agreement is terminated for any reason. In addition, this Agreement may be terminated earlier as follows:

6.1.1 Covered Entity may terminate this Agreement upon thirty (30) days prior notice if Covered Entity determines that Business Associate or any subcontractor has violated the HIPAA Rules, a material term of this Agreement, or otherwise engaged in conduct that may compromise PHI. Subject to Section 6.1.2, Business Associate shall have the opportunity to cure the breach or violation within the 30-day notice period. If Business Associate fails to cure the breach or violation within the 30-day notice period, Covered Entity may terminate this Agreement.

6.1.2 Notwithstanding Section 6.1.1, Covered Entity may terminate this Agreement immediately if Business Associate or any subcontractor engages in any conduct that Covered Entity reasonably believes may result in adverse action against Covered Entity by any governmental agency or third party.

6.2 Termination of Services Agreement. Notwithstanding anything in the Services Agreement to the contrary, Covered Entity shall have the right to terminate the Services Agreement immediately if Business Associate's creation, maintenance, use, transmission or disclosure of PHI is a material purpose of the Services Agreement and this Agreement is terminated for any reason.

6.3 Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate shall, with respect to PHI received from Covered Entity, or created, maintained, used or received by Business Associate on behalf of Covered Entity:

6.3.1 If feasible, return all PHI to Covered Entity at Covered Entity's sole expense, or, if Covered Entity agrees, destroy such PHI.

6.3.2 If the return or destruction of PHI is not feasible, continue to extend the protections of this Agreement and the HIPAA Rules to such PHI and not use or further disclose the PHI in a manner that is not permitted by this Agreement or the HIPAA Rules.

6.4 Survival. Business Associate's obligations under this Section 6 shall survive termination of this Agreement.

7. Regulatory References. A reference in this Agreement to a section in the HITECH Act or HIPAA Rules means the section as in effect or as amended.

8. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the HITECH Act, HIPAA Rules, the FTC Identity Theft "Red Flag" Rules and any other applicable laws and regulations.

9. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HITECH Act, HIPAA Rules and other applicable law.

10. Governing Law. This Agreement shall be construed to comply with the requirements of the HIPAA Rules, and any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. All other aspects of this Agreement shall be governed under the laws of the State of Florida and venue for any actions relating to this Agreement shall be in court with jurisdiction over actions in Levy County, Florida.

11. Assignment/Subcontracting. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors and assigns. Business Associate may assign or subcontract rights or obligations under this Agreement to subcontractors or third parties without the express written consent of Covered Entity provided that Business Associate complies with Section 4.6, above, and provided that BA provides written notice to Covered Entity prior to such assignment or subcontracting. Covered Entity may assign its rights and obligations under this Agreement to any successor or affiliated entity.

12. Cooperation. The parties agree to cooperate with each other to comply with the requirements of the HITECH Act, the HIPAA Rules, the FTC Identity Theft Rules and other applicable laws; to assist each other in responding to and mitigating the effects of any breach of PHI in violation of the HIPAA Rules or this Agreement; and to assist the other party in responding to any investigation, complaint, or action by any government agency or third party relating to the performance of this Agreement. In addition, Business Associate shall make its officers, members, employees and agents available without charge for interview or testimony.


13. Relation to Services Agreement. This Agreement supplements the Services Agreement. The terms and conditions of the Services Agreement shall continue to apply to the extent not inconsistent with this Agreement. If there is a conflict between this Agreement and the Services Agreement, this Agreement shall control.

14. No Third Party Beneficiaries. Nothing in this Agreement is intended to nor shall it confer any rights on any other persons except Covered Entity and Business Associate and their respective successors and assigns.

15. Entire Agreement. This Agreement contains the entire agreement between the parties as it relates to the use or disclosure of PHI, and supersedes all prior discussions, negotiations and services relating to the same to the extent such other prior communications are inconsistent with this Agreement.

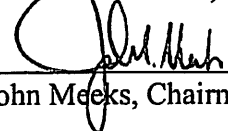
IN WITNESS WHEREOF, this Agreement is effective as of Feb. 5, 2019 (the "Effective Date").

NEW RIVER TECHNOLOGY, LLC



Name: Brady Clark
Title: owner
Address: 333 SE Lofta 91a
Lakecity, FL 32025

**BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA**



John Meeks, Chairman

**ATTESTED: CLERK OF THE CIRCUIT
COURT AND EX-OFFICIO CLERK TO
THE BOARD**

Chanda Jordan, Deputy Clerk
for Danny J. Shipp, Clerk of Court

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown
Anne Bast Brown, County Attorney

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AMENDMENT #2 TO AGREEMENT

THIS AMENDMENT #2 TO AGREEMENT, entered into this 19th day of January, 2021, between LEVY COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County") and NEW RIVER TECHNOLOGY, LLC. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, on October 3, 2017, County and Contractor entered into an Agreement for information technology services for County, as the result of a competitive selection process through County's issuance of a Request for Proposals for information technology services (herein "the RFP"); and

WHEREAS, on February 5, 2019, County and Contractor entered into an Amendment to Agreement whereby the October 3, 2017 Agreement between the parties was amended to provide for additional screening of Contractor and for expansion of the Scope of Services to add computers and items related to Contractor's services; and

WHEREAS, the October 3, 2017 Agreement and the February 5, 2019 Amendment to Agreement, both between County and Contractor and both as previously referenced herein, are incorporated herein by this reference and will be collectively hereinafter referred to as "the Agreement"; and

WHEREAS, the parties now desire to amend the Agreement to provide for additional services related to the County Department of Public Safety which were not specified in the Agreement and which require unique services, requirements of Contractor, and rates than as contemplated by the Agreement;

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

1. The parties agree that the foregoing recitals are true and correct and are incorporated in their entirety as terms and conditions of this Amendment.

2. The first sentence of Section 2.1 shall be amended to read in its entirety as follows: Contractor shall perform all the services and shall provide all the materials requested by the RFP, and described in the Scope of Services of the RFP as supplemented by the Proposal and as amended by amendment to this Agreement, and described in Section 3.2 hereof (hereinafter collectively referred to as the "Scope of Services").

3. A new Section 3.2 is hereby added to the Agreement, to read in its entirety as follows:

3.2 As an addition to the Scope of Services, Contractor shall provide information technology services to the County Department of Public Safety ("DPS") at the rates and pursuant to the terms provided in this Section 3.2.

3.2.1 The services Contractor shall provide to DPS are as follows:

3.2.1.1 Contractor shall manage and provide all general information technology support for the different types of management programs, software, computers, routers, and any related servers, printers and networks for all DPS emergency medical vehicles and all DPS office and emergency medical station locations.

3.2.1.2 Contractor shall provide network connectivity management for all DPS networks.

3.2.1.3 Contractor shall provide DPS email system support, support for Maas360 and other critical software systems for DPS, which may require contact by Contractor with the vendor of the applicable software and with the Office of the Levy County Sheriff.

3.2.1.4 Contractor's services pursuant to this section will provided on-site or remotely, whichever is most expedient and provides solutions to information technology problems in the timeliest manner.

3.2.1.5 Notwithstanding any other provision contained in this Agreement or in the Proposal, Contractor will not be permitted to refuse to perform services for DPS on Sundays, Thanksgiving Day, Christmas Day, or any other holiday, if requested by an authorized DPS employee.

3.2.2 Notwithstanding any other rates set out in this Agreement or the Proposal for Contractor's performance of services, Contractor will bill/invoice County, and County will pay Contractor for the DPS portion of the Scope of Services contained in this Section 3.2 as follows:

3.2.2.1 Contractor's services provided during regular business hours of 8:30 a.m. through 5:00 p.m., Monday through Friday, excluding County-recognized holidays ("regular Business Hours"), will be billed at a rate of Five Thousand Forty Dollars (\$5,040) per month. Contractor will provide an unlimited number of hours of services during regular Business Hours for the monthly rate designated in this subsection.

3.2.2.2 Contractor's services that are requested by an authorized DPS employee and that are provided during any hours outside of regular Business Hours will be billed at a rate of One Hundred Fifty Dollars (\$150) per hour.

3.2.2.3 Mileage for any on-site visits by Contractor to DPS locations other than the DPS offices at 1251 NE CR 343, Bronson, Florida, will be billed at the applicable mileage rate set forth by the Internal Revenue Service.

3.2.3 Notwithstanding any other conflicting provision contained in Article V of this Agreement, for Contractor's services provided to DPS during regular Business Hours as set forth in Subsection 3.2.2.1, Contractor will submit billings to the County Purchasing Department on a monthly basis for Contractor's services to be rendered the

following month. Billings for such services provided pursuant to Subsection 3.2.2.1 will be submitted by Contractor separately from billings for any other Contractor's services provided pursuant to this Agreement. Billings for such services provided pursuant to Subsection 3.2.2.1 will be reviewed and paid by County in accordance with Subsections 5.4 and 5.5 of this Agreement. Payments for such services provided pursuant to Subsection 3.2.2.1 will be allowed to be made prior to the beginning of the month in which services are actually provided; however timing of payments will be dependent on the submittal of proper billings by Contractor for such services and time allowed for payments pursuant to Subsection 5.5.

3.2.4 The Director of DPS will provide Contractor with a list of authorized DPS employees who will be the DPS employees authorized to request services from Contractor outside of regular Business Hours.

3.2.5 In the event of any conflict between the provisions of this Section 3.2 and other provisions of this Agreement or any documents incorporated into this Agreement or provided by Contractor to County regarding Contractor's services for DPS, the provisions of this Section 3.2 will control.

4. All other terms of the Agreement not in conflict with this Amendment #2 to Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment #2 to Agreement the day and year first above written.

ATTEST:



Danny J. Shipp, Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA




John Meeks, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Anne Bast Brown, County Attorney

NEW RIVER TECHNOLOGY, LLC

By: 

Title: Owner