

RESOLUTION NO. 2021- 264

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO ACCEPT THE QUOTES AND ENTER INTO A LEGALLY SUFFICIENT AGREEMENT FOR DEPENDENT AUDITING OF THE HEALTH PLAN WITH BMI AUDIT SERVICES, LLC.

RECITALS:

WHEREAS, the Insurance Committee directed the broker to conduct an RFI for dependent auditing services; and

WHEREAS, based upon the Committee's review of the broker's RFI results, the Committee recommends BMI Audit Services, LLC for the dependent claims audit; and

WHEREAS, the dependent eligibility of the health benefits plan audit will review and ensure all enrolled dependents meet the guidelines for coverage per the health plan summary document; and

WHEREAS, the County agrees to pay BMI Audit Services, LLC for services rendered per the fee schedule \$18,819 assuming 900 employees with a spouse subject to the audit; and will be adjusted up or down in the amount of \$20.91 for each employee with a spouse subject to the audit that is more or less than the expected number

WHEREAS, the County has determined that entering into Agreement with BMI Audit Services, LLC will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that:

Section 1. The above recitals are incorporated into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The attached modifications reviewed and recommended for approval by the St. Johns County Insurance Committee are hereby approved and adopted by the Board of County Commissioners of St. Johns County Florida.

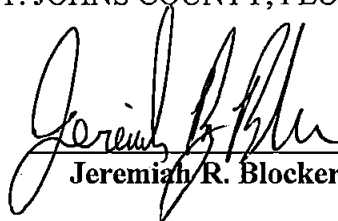
Section 3. The County Administrator or designee is hereby authorized to execute the agreement on behalf of the County.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 15th Day of June 2021.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

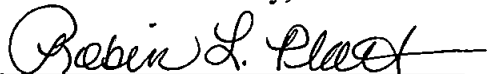
By:



Jeremiah R. Blocker, Chair

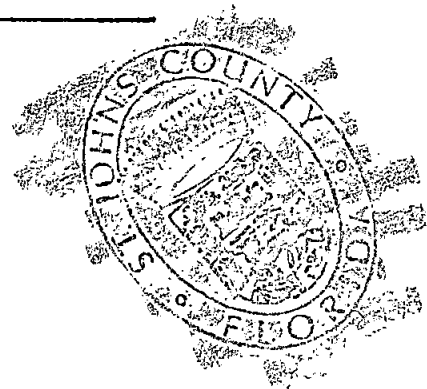
ATTEST: Brandon J. Patty, Clerk of the Circuit Court and Comptroller

By:



Deputy Clerk

RENDITION DATE JUN 17 2021



Spousal Audit Pricing
St. Johns County

Total Covered spouses
 2020 Average Annual Claims Cost Per Spouse

900
 \$7,516

	BMI	PDA	HMS Employer Solutions
ROI Guarantee	<p>BMI guarantees that SJC will realize calculated savings equal to or greater than the professional fees quoted in this proposal. Otherwise, the professional fees will be adjusted to be equal to the calculated savings. Savings will be calculated at an estimate cost of \$7,777 per year per spouse. <u>BMI will typically match any Savings Guarantee offered by any competitor.</u></p>	<p>PDA can typically match any guarantee offered by other vendors. In addition, because of our proven approach, we are in a unique position to offer a 90% Response Rate Guarantee for the County. Successful Response Rate Guarantee — Our exceptional level of service is evidenced in our ability to help clients achieve high rates of employee response, averaging 98%. If the County follows our proven approach (including a Grace Period), we will guarantee at least a 90% employee response rate for St. Johns County. If this performance standard is not met, PDA will refund to the County 5% of the fee (net of postage and printing costs).</p>	<p>HMS will provide a guarantee that The County will achieve a positive ROI with our Spousal Verification program based on a theoretical savings over a one-year period. With a savings rate of \$3,500 per dependent, this would translate to requiring removal of 6 spouses (0.7%) to attain a positive ROI. Should we fall short of this guarantee, we will either subtract any shortfall from future invoices or promptly refund it.</p>
Ongoing Service	<p>BMI's ongoing dependent verification services help you stay up to date as employees are hired, experience qualified life events, add dependents at open enrollment or join the plan as part of an acquisition.</p>	<p>This service includes ongoing verification of ALL dependents (spouses and children) added to the plan due to new hires and/or qualified life events, as well as a re-verification of all spouses every three years. The fee will be billed monthly and will commence 30 days after the delivery of the audit's Report of Findings. This fee is inclusive of all postage, handling, printing, technical, and Call Center support.</p>	<p>For ongoing verification services, we offer our Perpetual SEV (PSEV) option, which is simple and automatic. When a new participant electronically enrolls dependents, we receive a file and begin a Verification cycle. The PSEV option is a "plug-and-play" tool that helps employers and enrollment vendors verify dependent eligibility during the enrollment-onboarding process. It works with any enrollment system and does not require any major implementation.</p>
One Time Audit Fee	\$18,819	\$11,457 (\$12.73 per spouse)	\$26,405.
Optional Ongoing Pricing	<p>BMI Verify Now = \$201.67 per month. Traditional Ongoing \$256.67 per month</p>	<p>\$.25 per dependent per month (based on total covered dependents - 2663 dependents of = \$7,989 annually)</p>	

Dependent Audit Eligibility Services

St. Johns County

Services	Next Generation Enrollment	Benefit Advantage
Customer Service		
What are your Customer Service Specifications (Mail or Call Center)?	Mail or Call Center	Call Center and Mail
a. Hours of Operation	Monday- Friday 8AM-11PM EST	Monday- 7:30am -4:30pm. CST
b. Dedicated Representative	Yes	Yes
c. Call Back Timeframe	No one will wait more than 24 hours for a return call.	No one will wait more than 24 hours for a return call.
d. Online Chat or Email	Online Chat or Email	Email
Is a custom website provided?	Yes, NGE will build a simple web site dedicated web page	No
Is your company HIPPA Compliant?	Yes	Yes, certified SSAE 16 Type II,SSAE
Do your employees have a background check on file?	Yes	Yes
Is your facility secure?	Yes	Yes
Do you utilize a firewall?	Yes	Yes
Do you have 3rd party security audit performed?	Yes	Yes
Reports		
What reports are provided?	Weekly reports are provided: Excel worksheet with at-a-glance data summary	Update reports and end of audit reports detailing progress of audit.
Scope of Services		
Why should you be chosen to perform the Dependent Eligibility Audit?	Audits are a key part of NGE's business – not a sideline. We will share our knowledge and best practices based on past audits and from the other side of our business: benefits administration and eligibility management. Each day our team digs in deep administering benefits on behalf of our clients and working directly with their employees.	No other company is as flexible, timely, and accurate.
Communication/Customization		
Do you have online verification options and submission processes?	Yes	Yes
Do you have the capability to customize communications to St. Johns County Specifications?	Yes	Yes
Do you have other language capabilities for communications and customer service?	Yes, The call center is bilingual (English/Spanish) and has access to numerous other languages through a translation service.	Yes
Can you supply a file with all of the collected documentation to provide to St. Johns County? What will the format be?	Yes, Excel Worksheet	Yes
After what period of time do you purge your records of documentation collected during an audit?	Records are generally purged shortly after the project unless requested to maintain documentation for a longer period.	Records are generally purged shortly after the project unless requested to maintain documentation for a longer period.
Will your process overview include:		
a. Planning phase	Yes	Yes
b. Communications	Pre-planning meetings with HR, Optional Informational Webinars or Conference Calls, Custom Audit Documents including, flyers, postcard mailers, payroll stuffers, Internal e-mails, pre announcement letters, post audit thank you cards. All printing and mailing is managed by NGE but the materials appear as if they came directly from the employer. Custom Employee Audit Letter; Custom Built Web Portal; Weekly update calls between Employer and NGE	Initial Audit Letter, Reminder Audit Letter ,Final Notification

Dependent Audit Eligibility Services

St. Johns County

Services	Next Generation Enrollment	Benefit Advantage
c. Amnesty	Built In amnesty for employees found to have an ineligible dependent on the plan.	Determined by St. Johns County
d. Verification	Yes	Yes
e. Information Process	Mail, e-mail, custom merged follow-up letters, outbound calls, employee resource web portal, and certified letters	Email, Mail, Fax,
f. Grace Period	Yes	Yes
g. Appeals Process	Yes, 4 week appeals period	Yes

Dependent Audit Eligibility Services

St. Johns County

Services	Health Decisions	HMS Employer Solutions
Customer Service		
What are your Customer Service Specifications (Mail or Call Center)?	Mail or Call Center	Mail or Call Center
a. Hours of Operation	Monday-Friday 9:00 AM-5:00PM EST	Monday- Friday 8:00AM-8:00 PM EST
b. Dedicated Representative	Yes	Yes
c. Call Back Timeframe	Same or next business day	Same or next business day
d. Online Chat or Email	Yes	Yes
Is a custom website provided?	Yes	Yes
Is your company HIPPA Compliant?	Yes	Yes
Do your employees have a background check on file?	Yes	Yes
Is your facility secure?	Yes- SSAE 16 (SOC 1)Certified and HITrust Certification	Yes- SSAE 16 (SOC 1)Certified and HITrust Certification
Do you utilize a firewall?	Yes	Yes
Do you have 3rd party security audit performed?	Yes- SSAE 16 (SOC 1)Certified and HITrust Certification	Yes- SSAE 16 (SOC 1)Certified and HITrust Certification
Reports		
What reports are provided?	Prior to mailings, During Mailings, Final Report, Quality Control Memorandum to confirm the counts of eligibility data received. Weekly Update Report, Report of Known Ineligibles.	Verification status summary reports, Master File of Final Eligibility Status Determination Detail Report, File of all Imaged eligibility documentation, Final Audit report, Ad Hoc Reports
Scope of Services		
Why should you be chosen to perform the Dependent Eligibility Audit?	Health Decisions has the best level of service provided in the industry, as evidenced by our high overall average response rate of 97%, high degree of customization, and high customer satisfaction based on exit interviews.	Extensive experience (over 1,500 audits conducted), proven communications process (customizable), multiple employee resources for easy compliance with the audit, and seasoned Project Managers with 8 + years of experience.
Communication/Customization		
Do you have online verification options and submission processes?	Yes	Yes
Do you have the capability to customize communications to St. Johns County Specifications?	Yes	Yes
Do you have other language capabilities for communications and customer service?	The Call Center is capable of taking calls from Spanish- speaking (and other foreign language-speaking) employees.	The call center is equipped to handle Spanish-speaking callers. HMS employs multiple Spanish speaking and multilingual call center associates and supervisors. In addition, other languages can be accommodated utilizing Language Line services that provide live on-the-line interpretation for over 150 languages.
Can you supply a file with all of the collected documentation to provide to St. Johns County? What will the format be?	Excel workbook: Multiple worksheets detailing data updates/changes, including members to be deleted, members to be added, and members still missing documentation.	Yes, any format required by the client
After what period of time do you purge your records of documentation collected during an audit?	Upon completion of the audit and delivery of the Final Report, Health Decisions will return all forms and documentation to the client, if requested.	Done at the client's request, but records/documents are kept no longer than 6 months
Will your process overview include:		
a. Planning phase	Yes	Yes
b. Communications	Letters, Postcards, emails, phone calls, secure web portal for employees	Yes, letters, emails, phone calls, web portal

Dependent Audit Eligibility Services

St. Johns County

Services	Health Decisions	HMS Employer Solutions
c. Amnesty	Yes	Yes, recommended not to separate this phase but include it in the actual audit itself.
d. Verification	Yes	Yes
e. Information Process	Yes	Yes
f. Grace Period	Yes	Yes
g. Appeals Process	Yes	Yes

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("**Agreement**") is entered into by and between ST. JOHNS COUNTY, FLORIDA (referred to as "**Covered Entity**") and BMI AUDIT SERVICES, LLC. ("**Business Associate**"). This Agreement is effective as of _____, 2021 ("**Effective Date**").

RECITALS

WHEREAS, Business Associate provides services under one or more services agreements to Covered Entity, which is a covered entity as that term is defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its implementing regulations (collectively, "**HIPAA**"), as amended by the final regulations promulgated pursuant to the Health Information Technology for Economic and Clinical Health (such regulations, "**HITECH**") Act (Division A, Title XIII and Division B, Title IV of Pub. L. No. 111-5) (which was part of the American Recovery and Reinvestment Act of 2009); and

WHEREAS, Covered Entity is required to protect the privacy and security of Protected Health Information, including Electronic Protected Health Information (sometimes collectively referred to as "**PHI**" or individually as "**PHI**" and "**EPHI**"), and to obtain written assurances that Business Associate will protect the privacy and security of PHI disclosed to or created by Business Associate on its behalf in compliance with HIPAA and HITECH; and

WHEREAS, the HIPAA Privacy Rule and Security Rules and HITECH require Covered Entity and Business Associate to enter into this Agreement containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations ("**CFR**"); and

NOW, THEREFORE, in consideration of the mutual promises below and other consideration contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

- A.** "Breach" shall have the meaning set forth in 45 C.F.R. Section 164.402.
- B.** "Breach Notification Rule" shall mean the rule related to breach notification for Unsecured Protected Health Information codified at 45 C.F.R. Parts 160 and 164, Subpart D.
- C.** "Electronic Protected Health Information" or "EPHI" shall have the meaning given to such term at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- D.** "HIPAA Rules" shall mean the Privacy, Security and Breach Notification Rules.
- E.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information, codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- F.** "Protected Health Information" or "PHI" shall have the meaning given to such term under the Privacy and Security Rules at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- G. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information, codified at 45 C.F.R. Parts 160 and 164, Subparts A and C means the HIPAA regulation that is codified at 45 C.F.R. Part 164.
- H. All capitalized and other terms used in this Agreement and not otherwise defined herein will have the meaning ascribed in the Privacy, Security and Breach Notification Rules.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

- A. **Permitted Uses and Disclosures Use of PHI.** Except as provided in Sections II(A)(1)-(6) below, Business Associate may only use or disclose PHI to perform functions, activities or services for, or on behalf of Covered Entity.
 - 1. **Use for Management and Administration.** Except as otherwise limited in this Agreement, Business Associate may, consistent with 45 C.F.R. § 164.504(e)(4), use PHI if necessary (i) for the proper management and administration of Business Associate, or (ii) to carry out the legal responsibilities of Business Associate.
 - 2. **Disclosure for Management and Administration.** Except as otherwise limited in this Agreement, Business Associate may, consistent with 45 C.F.R. § 164.504(e)(4), disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided (i) the disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed ("Person") that it will be held confidentially and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the Person, and that the Person agrees to immediately notify Business Associate in writing of any instances of which it becomes aware in which the confidentiality of the information has been breached or is suspected to have been breached.
 - 3. **Data Aggregation.** Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
 - 4. **De-Identification.** Business Associate may de-identify PHI in accordance with 45 C.F.R. § 164.514(b).
 - 5. **Reporting Violations.** Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).
- B. **Limitations on Disclosure of PHI.** Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate shall not use or disclose PHI in a manner that would violate the Privacy Rule if done by Covered Entity, unless expressly permitted to do so pursuant to the Privacy Rule and this Agreement.
- C. **Obligations on Behalf of Covered Entity.** To the extent Business Associate carries out an obligation for which Covered Entity is responsible under the Privacy Rule, Business Associate must comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.
- D. **HIPAA Safeguards**

1. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement.
2. Business Associate shall comply with the Security Rule and implement reasonable and appropriate Administrative, Physical, and Technical Safeguards to protect the Confidentiality, Integrity, and Availability of EPHI and to prevent the use or disclosure of EPHI other than as permitted by the Agreement.
3. Business Associate shall not disclose or maintain PHI outside of the United States and shall not allow anyone outside the United States to have access to PHI without the express, prior written consent of Covered Entity.

E. Reporting of Disclosures of Protected Health Information in Violation of HIPAA. Business Associate shall report to Covered Entity in writing any use or disclosure of PHI not permitted by this Agreement promptly after becoming aware of such use or disclosure.

F. Reporting of Security Incidents. Business Associate shall report to Covered Entity any successful Security Incident promptly, but no later than five (5) days, upon becoming aware of such incident. For purposes of this Agreement, an “unsuccessful” Security Incident is an unsuccessful attempt to breach the security of Business Associate’s systems that Business Associate determines was targeted at Business Associate’s systems storing Covered Entity’s EPHI, and includes general “pinging” or “denial of service” attacks that are not determined to have been directed at such EPHI, and such unsuccessful Security Incidents shall be deemed as having been reported.

G. Reporting of Breaches of Unsecured PHI.

1. **Notification Requirement.** Business Associate shall report any Breach of Unsecured PHI known or suspected by Business Associate to Covered Entity without unreasonable delay and in no case later than five (5) days after discovery of the Breach.
2. **Discovery of Breach.** For purposes of reporting a Breach to Covered Entity, the discovery of a Breach shall occur on the first day on which such Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to or suspected by the Business Associate. Business Associate will be considered to have had knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have been known to any person (other than the person committing the Breach) who is an employee, officer or agent of the Business Associate.
3. **Contents of Notification.** Any notice referenced above in Section II(G)(1) of this Agreement will include, to the extent known to the Business Associate, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, used, or disclosed during such Breach. Business Associate will also provide to Covered Entity other available information that the Covered Entity is required to include in its notification to the individual pursuant to the Breach Notification Rule.

H. Agreements by Third Parties. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall enter into a written agreement with any Subcontractor that creates, receives, maintains or transmits PHI for or on behalf of Business Associate pursuant to which such Subcontractor

agrees to be bound by substantially the same restrictions, terms, and conditions that apply to Business Associate with respect to such PHI.

- I. **Disclosure to U.S. Department of Health and Human Services/Covered Entity.** Business Associate shall make its internal practices, books, and records relating to the use and disclosures of PHI available to the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA.
- J. **Access by Individuals.** Business Associate shall provide access, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity in order for Covered Entity to meet the requirements under the Privacy Rule at 45 C.F.R. § 164.524.
- K. **Amendment of PHI.** Business Associate shall make any PHI contained in a Designated Record Set available to Covered Entity for purposes of amendment pursuant to 45 C.F.R. § 164.526.
- L. **Accounting of Disclosures.** To the extent applicable, Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule at 45 C.F.R. § 164.528. Business Associate shall provide Covered Entity with such documentation upon the request of Covered Entity.
- M. **Minimum Necessary.** Business Associate shall only request, Use, and Disclose the minimum amount of PHI necessary to accomplish the purpose of the request, Use, or Disclosure.
- N. **Mitigation.** Business Associate shall, to the extent practicable, mitigate any harm caused by a use or disclosure that is not permitted by this Agreement.

III. OBLIGATIONS OF COVERED ENTITY

- A. **Notice of Privacy Practices.** Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520, to the extent that such limitations may affect Business Associate's Use or Disclosure of PHI.
- B. **Revocation of Permission.** Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- C. **Right to Request Privacy Protection for PHI.** Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522 ("**Right to Request Privacy Protection for PHI**"), to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- D. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to Use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Exceptions to this Section include Use or Disclosure PHI for Data Aggregation or management and administration and legal responsibilities of Business Associate.

IV. TERM AND TERMINATION

- A. **Term.** The Term of this Agreement shall be effective as of the date specified above, and shall continue in effect until terminated by either party as provided in this Section IV.
- B. **Termination for Cause.** If Covered Entity becomes aware of a pattern of activity or practice that constitutes a material breach or violation of the obligations under the provisions of this Agreement, Covered Entity has the option to terminate the Agreement upon demanding a cure within thirty (30) days of obtaining such knowledge. If Business Associate fails to cure such breach within the thirty (30) day period, Covered Entity has the right to terminate the Agreement immediately. Upon termination under this provision, Business Associate shall have the right to terminate any other agreements that permit or require the exchange of PHI.
- C. **Termination without Cause.** Either party may terminate the Agreement without cause upon thirty (30) days' notice to the other party, provided that there are no other agreements between the parties that permit or require the exchange of PHI.
- D. **Obligations of Business Associate Upon Termination.**
 - 1. Except as provided in paragraph two (2) of this Section IV(C), upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, and shall retain no copies of the PHI except as required by the Agreement.
 - 2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

V. MISCELLANEOUS

- A. **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the HIPAA Rules.
- B. **Survival.** The respective rights and obligations of Business Associate under Section IV(D) of this Agreement shall survive the termination of this Agreement.
- C. **Governing Law.** This Agreement shall be construed, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws of the State of Indiana.
- D. **Titles and Headings.** Titles and headings to sections herein are for purposes of reference only, and shall in no way limit, define, or otherwise affect the provisions herein.
- E. **Entire Agreement.** This Agreement, including any exhibits presently or subsequently attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements, whether written or oral, between the parties and the subject matter hereto.

- F. **No Third-Party Rights.** The parties agree that it is their specific intention to create no third-party rights by virtue of this Agreement.
- G. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- H. **Independent Contractors.** The parties are and shall be independent contractors to one another, and nothing in this Agreement shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Except as expressly provided herein, neither party shall be liable for any debts, accounts, obligations, or other liabilities of the other party.
- I. **Assignment.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, successors, and assigns. Either party may assign any of its rights and delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of such party's assets without the other party's consent.
- J. **Severability.** In the event that any court or any governmental authority or agency declares all or part of any section of this Agreement to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate any other section of this Agreement, and in the event that only a portion of any section is so declared to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate the balance of such section.
- K. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- L. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- M. **Interpretation.** The provisions of this Agreement shall prevail over any provisions in any other agreement between the parties that may conflict or appear inconsistent with any provision in this Agreement. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- N. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.
- O. **Remedies.** Business Associate acknowledges and stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to the Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief without the necessity of posting a bond, together with the right to recover from Business Associate costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement.

[Signature page follows]

**SIGNATURE PAGE TO
BUSINESS ASSOCIATE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

BMI Audit Services, LLC

St. Johns County, Florida

Signature: _____

Signature: _____

Printed Name: Robert Temples

Printed Name: _____

Title: Director, Operations

Title: _____

Date: _____

Date: _____

DEPENDENT ELIGIBILITY AUDIT SERVICES AGREEMENT

THIS AGREEMENT is made as of May 19, 2021 between ST. JOHNS COUNTY, FLORIDA ("Client") and BMI AUDIT SERVICES, LLC ("Auditor").

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

1. Services. Auditor agrees to perform for Client the Scope of Services ("Services") described in Attachment A hereto, which is incorporated fully herein by this reference.

2. Payment for Services. Client, or its representative, agrees to pay Auditor for Services in accordance with the Fees described in Attachment A. Client, or its representative, shall pay Auditor the amounts agreed to herein upon receipt of invoices from Auditor.

3. Confidential Information. Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any non-party to the Agreement, any confidential information of Such Other Party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming. Auditor hereby acknowledges that during the performance of this Agreement, the Auditor may learn or receive confidential Client information and therefore Auditor hereby confirms that all such information relating to the Client's business will be kept confidential by the Auditor. Auditor and Client further agree to comply with the terms and conditions of the Business Associate Agreement executed by the parties.

4. Staff. Auditor is an independent contractor and neither Auditor nor Auditor's staff is or shall be deemed to be employed by Client. Client is hereby contracting with Auditor for Services and Auditor reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by Auditor or Auditor's staff, and Client shall not be required to hire, supervise or pay any assistants to help Auditor who performs the Services under this Agreement. Auditor shall not be required to devote Auditor's full time nor the full time of Auditor's staff to the performance of the Services required hereunder, and the parties acknowledge that Auditor has other clients and Auditor offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of Auditor. All materials used in providing the Services shall be provided by Auditor. Auditor will notify Client as soon as possible in advance of any planned system changes that would impact performance of work as outlined. Auditor's Services hereunder cannot be terminated or cancelled short of completion of the Services agreed upon except for Auditor's failure to perform to the Agreement's specification as required hereunder and conversely, subject to Client's, or its representative's, obligation to make full and timely payment(s) for Auditor's Services in accordance with the Fees described in Attachment A. In the event of termination prior to completion, Auditor shall be entitled to payment for the portion of the Services performed prior to the date of termination. Client shall not provide any insurance coverage of any kind for Auditor or Auditor's staff, Auditor shall take appropriate measures to ensure that Auditor's staff is competent and that they do not breach Section 3 hereof.

5. Administrative Support. Client and/or its representative will provide to Auditor information relative to eligibility records maintained as follows:

- An enrollment file containing all participants eligible to receive benefits at the time of the audit.

- Record layouts and data descriptions appropriate to all pertinent computer files and records.
- All current published plan documentation including Summary Plan Description(s) (SPD(s)), plan amendments, and any other correspondence or directives prepared for the purpose of interpreting and/or clarifying plan eligibility.

Additional data processing fees for handling multiple files and/or formats or requests for reports from Client or Client's representative beyond Auditor's standard scope of services may apply, provided Client approves such fees in writing in advance.

6. Indemnification.

6.1 Auditor Indemnification of Client. Except as otherwise provided in this Agreement, and subject to the limitation of liability set forth in Section 7.3, Auditor, to the extent allowable by law, shall indemnify, defend, and hold harmless Client and its officers and employees from and against all damage, costs, loss, expenses and liability, including but not limited to reasonable attorneys' fees and court costs (collectively "Losses"), that Client may suffer or incur to the extent that such Losses are directly caused by the failure of Auditor to perform the Services in accordance with the terms and conditions of this Agreement and applicable federal, state, and local laws. Auditor shall have no obligation to indemnify, defend, or hold harmless Client in the event that such Losses result from the inaccuracy or incompleteness of any information or documents provided or required to be provided by Client pursuant to the terms and conditions of this Agreement or the acts or omissions of the Client or its agents and employees.

6.2 Client Indemnification of Auditor. Except as otherwise provided in this Agreement, Client shall indemnify, defend, and hold harmless Auditor and its officers and employees from all Losses that Auditor may suffer or incur to the extent that such Losses are caused the inaccuracy or incompleteness of any information or documentation provided or required to be provided by Client and/or Client's representative pursuant to the terms and conditions of this Agreement or the acts or omissions of the Client or its agents and employees.

7. Warranty; Disclaimer; Limitation of Liability.

7.1 Limited Warranty; Remedies. Auditor will not be liable for any injury resulting from errors, omissions, negligent, or other wrongful acts of any employee of Client or its affiliates. Auditor warrants that it will perform the Services in a professional manner using personnel of commercially reasonable skill, experience, and qualifications. Auditor's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty will be Auditor using commercially reasonable efforts to promptly correct such breach. Client is required to assert any claim under this Section in writing within ninety (90) days after the performance of the applicable Services.

7.2 DISCLAIMER OF WARRANTIES. EXCEPT AS PROVIDED IN SECTION 7.1, AUDITOR MAKES NO WARRANTIES AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR WARRANTY THAT ALL DETERMINATIONS MADE BY AUDITOR ARE

ACCURATE AS SUCH DETERMINATIONS ARE BASED UPON INFORMATION PROVIDED BY CLIENT AND/OR THEIR REPRESENTATIVE.

7.3 LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, (A) IN NO EVENT WILL AUDITOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION, TO THIRD PARTIES); (B) IN NO EVENT WILL AUDITOR BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR INACCURATE PAYMENTS MADE BY CLIENT UNDER ANY CIRCUMSTANCES; AND (C) AUDITOR'S LIABILITY TO CLIENT AND ITS AGENTS UNDER THIS AGREEMENT OR WITH RESPECT TO THE SERVICES PERFORMED OR MATERIALS FURNISHED HEREUNDER (WHETHER UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LAW) SHALL IN NO EVENT EXCEED THE BILLED VALUE OF THE SERVICES TO WHICH SUCH CLAIM RELATES. THE FOREGOING LIMITATIONS OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

8. Complete Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Auditor by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein. Notwithstanding anything to the contrary, the parties shall be bound by the terms and conditions set forth in the Business Associate Agreement entered into between the parties.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts of St. Joseph County, Indiana.

10. Additional Work and Modification. Auditor and Client must agree in writing upon any services requested by Client, but not included in Attachment A. Auditor will submit a new project proposal for Client to approve prior to the performance of the requested additional services by Auditor. Furthermore, this Agreement may be amended only by a subsequent written agreement signed by both parties and specifically reciting that it is an amendment to this Agreement.

11. Assignment. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, successors, and assigns. Either party may assign any of its rights and delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of such party's assets without the other party's consent.

12. Miscellaneous.

12.1 Legal Counsel. All parties hereto have been given the opportunity to consult with counsel and other advisors of their choice.

12.2 Binding Agreement. All parties knowingly, voluntarily and without duress, coercion, unlawful restraint, intimidation or compulsion, enter into this Agreement.

12.3 Construction. This Agreement will be construed as to its fair meaning and not strictly for or against any party.

12.4 Captions. The section headings to this Agreement are for reference only and do not in any way define, limit or describe the scope or intent of, or otherwise effect, this Agreement or any part hereof.

12.5 Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure to perform any act under this Agreement (other than the payment of money) resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, or any other cause beyond the reasonable control of such party.

12.6 Severability. This Agreement shall be construed to be in accordance with federal and state statutes and regulations. If any provision of this Agreement is found to be wholly or partially invalid, illegal or unenforceable under any applicable statute or rule of law, then such provision or part thereof shall be deemed omitted, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12.7 Third-Party Beneficiary. This is an agreement between Auditor and Client. Except as specifically provided in this Agreement, Client does not intend to create in any third party, including without limitation any payor, patient, enrollee, vendor, subcontractor or other party other than Client, any right to enforce this Agreement or to collect for Losses under this Agreement.

12.8 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

Approvals:

BMI AUDIT SERVICES, LLC
(Auditor)

ST. JOHNS COUNTY, FLORIDA
(Client)

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

TITLE

TITLE

DATE

DATE

ATTACHMENT A**1. Scope of Services.** Specific to this Agreement, Auditor will provide the following Services for Client.**Necessary Materials**

- Client will provide Auditor with one electronic file of data for plan members to be included in the audit (such as names, addresses, unique employee identification numbers, relationship codes, locations, dates of birth, and coverage election) per the enrollment file layout provided by the Auditor. Auditor will accept the file either from Client and/or administrator(s) responsible for administering the medical, dental, vision and/or prescription drug plans.
- Client will provide Auditor with all current published plan documentation including Summary Plan Description(s) (SPD(s), plan amendments, and any other correspondence or directives prepared for the purpose of interpreting and/or clarifying plan eligibility. Auditor will review all spousal eligibility criteria established in Client's benefits documents.

Planning Phase

- Auditor will provide Client with a Client Success Plan outlining any materials required for the audit. Following receipt and prior to commencing any audit functions, Auditor will hold a "kick-off call" with all pertinent Client personnel. The objectives of the call will be to realize the roles of each party involved, determine the proper communication channels, review steps of the audit, create a tentative timeline, and obtain a full and complete mutual understanding of Client's benefit plans, spousal eligibility criteria and Auditor's audit process.
- Auditor's communications must be approved by all parties in advance of all planned mailing dates as determined and agreed upon following the creation of the audit's timeline. Client shall provide Auditor a copy of any internal communication notices sent to audit participants at any time during the audit at least 3 business days in advance of distribution to allow for proper planning of customer service that could be required.
- Following the kick-off call and prior to any mailings Auditor will conduct an internal orientation session between Auditor's Project Manager and all Auditor staff assigned to Client's audit. The orientation will review Client's industry and geographic makeup, eligibility criteria, the timeline as well as any additional Client concerns.

Initial Mailing (Phase 1)

- Auditor will produce a Verification Mailing, consisting of an "Audit Letter" and "Dependent Verification Form", to be approved by Client that will be mailed to all employees who have enrolled a spouse. The audit mailing will advise employees included in the audit of eligibility requirements for the plan(s), advise of an audit close date, ask questions pertaining to the plan(s) requirements, and request documentation specific to each spouse. The mailing will also include "Helpful Reminders and Eligibility Information" to assist the employee in understanding documentation requirements, and in obtaining replacement documents if needed. The mailing will also contain a postage-paid and addressed return envelope. The employee will be asked to fax, mail or upload the required information to Auditor via a secure fax line, P.O. Box or web portal.

If Auditor receives all the requested documentation, a confirming “Thank You Postcard” will be sent to the employee, advising that all information required to complete the audit has been received. If Auditor does not receive all requested documentation, Auditor will send hard copy follow-up requests referred to as an “Incomplete Letter”, indicating the member-specific missing or incomplete documentation and deadline for submission.

Final Mailing (Phase 2)

- Five business days after the end of Phase 1, Auditor will produce a “Notice of Dependent Coverage Termination Letter”, to be approved by Client, and to be mailed to all employees in the audit who have not responded or have a spouse whose eligibility verification is incomplete. Client may also elect Auditor to place automated outbound phone calls in conjunction with the mailing. Each letter and phone call will advise the employee that the deadline has passed and that unless they take immediate action by a specified extension date, benefits for their spouse will be dropped on a stated date/time. The mailing will include a copy of a “Dependent Verification Form” and/or a member specific “Incomplete Letter” requesting all documentation specific to each spouse that is necessary for Auditor to complete its verification review. The mailing and optional phone call will instruct the employee to fax, mail or upload the required information to Auditor via a secure fax line, P.O. Box or web portal. Auditor will continue to post all responses through the end of this drop benefit period.

Appeals Option

- Client will have the option to elect a two week appeals/reinstatement period beginning no later than one week following release of the Final Summary Update. During the appeals/reinstatement period, Auditor will handle any related calls or correspondence from an employee concerning their spouse.
- At the end of the appeals/reinstatement period, Auditor will provide Client an updated Final Summary Update.

Call Center Operations

All mailings and all follow-up correspondence will refer to Auditor’s Call Center for additional support and guidance. Features of Auditor’s in-house Call Center include:

- A toll-free telephone line will be staffed during extended business hours (Mondays – Thursdays 8:00 AM to 9:00 PM Eastern Time; Fridays 8:00 AM to 5:00 PM Eastern Time) and supported with 24/7 voice messaging,
- Spanish speaking representatives and availability of a live translation service providing translation in 170 languages.
- Tracking of all in-bound and out-bound messaging and return any missed calls within 1 business day. All identified calls will be logged by date, time, and Call-Center team initials. Calls can be recorded if needed and clients can patch into any calls upon request.

Secure Web Portals

All mailings and all follow-up correspondence will refer to Auditor's secure employee web portal with built-in Spanish translation for additional support and guidance. The secure employee portal is confidential and will allow employees to:

- Upload their dependent eligibility verification documents directly to the Auditor dependent eligibility processing center.
 - Download forms and letters
 - Determine the overall status of their audit in real time.
 - View detailed explanations and guidance on how to complete the audit if their status is "Incomplete" or "No Response".
 - Receive returned mail instruction and confirm dates documents were sent or received.
 - Access FAQs with answers.
 - Review privacy and security policies.
 - Resources for those who may be losing coverage as a result of the audit.
- Only authorized Auditor personnel will have access to the documents once they have been uploaded. Before an employee can gain access to the portal, they must authenticate by using their audit ID and employee date-of-birth.
 - Auditor will provide key contacts at Client a secure employer web portal that will contain an area for its sole access and use for management of its audit. Specified users, with permission levels set by Client, can log in to view and download up-to-date summaries and detailed information about the status of the audit, the project timeline, samples of audit communications, and documentation of the verification process. In addition, Client can upload revisions to audit communication documents where applicable.

Verification & Document Processing

- All incoming secure faxes, secure web portal uploads, mail and emails will be captured in Auditor's document management system. In addition, documents received that contain Auditor's unique family barcode will automatically be assigned to the corresponding family record in AUDiT iQ™ while also providing real-time document receipt status on our secure web portal. Auditor handles all mail returns and address updates. All changes and updates logged throughout the audit and are reported to Client on a periodic basis.
- Documentation submitted by employees will be reviewed by Auditor to determine completeness of the submission. Auditor will not assume any responsibility or liability associated with the receipt of falsified or altered documents. Documentation supplied by employees will be presumed to be authentic. If a question as to an item's validity is raised by Auditor, it will be forwarded to Client for a determination.
- Processing of documentation received will cease following the release of the Final Summary Update or at the end of an appeals/reinstatement period.
- Auditor will securely destroy all collected hard copy documentation 30 days from the close of audit date. However, Client may request an alternate disposition for their collected hard copy documentation up to 30 days prior to its scheduled destruction. All necessary postage required to mail the collected hard copy documentation will be the responsibility of Client.

- Documentation stored electronically in Auditor's systems shall be kept for a period not to exceed six (6) months from the close of audit date. After six (6) months, electronic data will be securely purged from our systems. However, if notified prior to this, Client may choose to have Auditor securely purge their electronic documents sooner.
- At the close of the audit, Client may elect to have Auditor provide them with electronic copies of all documents received during the course of the audit. Each document file name will be labeled to include the employee unique ID, last name, first name and document number. The document copies will be uploaded in the same format they were received.

Reporting

- Beginning each week after the Initial Mailing is mailed Auditor will provide a "Weekly Summary Update" containing a status summary as well as details of audit participants who are listed as no response, incomplete, ineligibles suspended as well as mail returns or address updates. At any point throughout the process, an up-to-date summary of findings can be generated with real-time results.
- After the Final Mailing (Phase 2) is completed, a "Final Summary Update" will be provided. An "Executive Report" containing narratives, tables and graphs to Client will also be provided following the summary or after the end of the appeals/reinstatement period if elected.
- Auditor will also provide teleconference support to discuss the results in order to ensure Client receives optimal benefit from our services. Client will make the final determination of any action to be taken as a result of the audit findings.

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2. Fees. Client agrees to pay Auditor professional fees (“Fees”) equal to the lesser of the Flat Fee or the Calculated Savings whether or not Client actually removes those spouses from benefits coverage.

“Calculated Savings” is defined as the number of non-verified spouses included in the Executive Report multiplied by \$7,777, whether or not the plan sponsor actually removes those spouses from benefits coverage. Sources of non-verified spouses include, but are not limited to those who do not prove that they meet the plan’s eligibility requirements, voluntary withdrawals during an amnesty period, spouses for whom the associated subscriber fails to submit all documentation requested, and spouses whose audit status is suspended by the plan sponsor during the audit. Calculated Savings do not include spouses suspended due to employee termination or death.

“Flat Fee” is defined as \$18,819, assuming 900 employees with a spouse subject to the audit (“Expected Number”). If the number of such employees varies by +/- 2% from the Expected Number, the Flat Fee will be adjusted up or down in the amount of \$20.91 for each employee with a spouse subject to the audit that is more or less than the Expected Number.

As a condition of receiving this structure for Fees, (i) Client represents and warrants that as a plan sponsor it has not conducted a dependent eligibility audit or otherwise taken systemic action to remove ineligible dependents from its health benefit plan(s) within the last twenty-four months and (ii) Client must have more than 100 employees with dependents subject to the audit.

3. Deposit; Invoice. The Fees will be due as follows:

All services including printing, phones, fax, and postage:	\$ 18,819.00
<u>Invoicing Schedule</u>	
a) Due within 10 days after fully-executing this Agreement and before the Initial Mailing:	\$ 9,409.50
b) Due within 10 days after the Initial Mailing:	\$ 7,527.60
c) Due within 10 days after release of Executive Report:	\$ 1,881.90

Should any invoice remain unpaid for more than thirty (30) days, interest shall accrue on all unpaid within 10 days after release of the Executive Report. Any invoice remaining unpaid for more than thirty (30) days will accrue interest on all unpaid amounts at a rate of 1.5% per month. Auditor shall be relieved of all obligations to provide Services during any period in which payments are delinquent.

4. Performance Guarantee. Subject to the provisions described here within, Auditor offers the following guarantees to Client with up to 10% of fees at risk for failing to meet the defined goals.

- 3% of overall Professional Fees at risk for accuracy of documents processed: 99% of documents received will be processed accurately as determined by a random sampling of processed documents upon project completion.
- 2% of overall Professional Fees at risk for timeliness of documents processed: On average, inbound documents (physical or electronic) will be processed within 3 business days based on the receipt date for each item.
- 5% of overall Professional Fees at risk for call center answering: On average, all calls will be answered within 45 seconds.

- 2% of overall Professional Fees at risk for email inquiry responses: On average, inbound email inquiries will be responded to within 2 business days based on the recorded date/time for each inquiry.
- 2% of overall Professional Fees at risk for web-portal availability: Excluding any planned maintenance, the employee web portal and client web portal will be available 99% of the time.
- 5% of overall Professional Fees at risk for project timeline: Upon confirmation of the agreed upon timeline and any agreed upon subsequent changes to the timeline for this project by Auditor and Client, all dates will be met or exceeded.

5. Expenses. All postage, printing, phone, fax, expenses will be the responsibility of Auditor.