

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "MSA") is dated _____, 2020 (the "Effective Date") between the City of Riviera Beach, a Florida municipality, on behalf of itself and its affiliates and subsidiaries (collectively, "Client"), and R1 RCM Inc., a Delaware corporation, on behalf of itself and its subsidiaries (collectively, "R1").

ARTICLE I SERVICES

1.1 Services. R1 will provide to Client certain services ("Services") described in one or more statements of work separately executed by the parties (each, a "SOW"). Each SOW shall further describe the term, applicable Fees (as defined in Section 5.1), any specific R1 Technology (as defined in Section 2.1) utilized, and any additional terms and conditions. Upon execution, such SOW shall become a part of this MSA. Services shall be performed by R1 in a professional and workmanlike manner.

1.2 Changes to Statements of Work. The parties may modify the Services through an updated SOW reflecting such modifications and any resulting changes in Fees. Such updated SOW shall be executed by the parties and made a part of the MSA.

ARTICLE II TECHNOLOGY

2.1 License. Subject to the terms and conditions of this MSA, R1 grants Client a limited, revocable, non-exclusive, non-transferable right and license to use during the Term any R1 Technology made available as part of the Services solely for Client's internal business purposes. "R1 Technology" means the proprietary software applications, including source code, APIs (application programming interfaces), automated functionality, portals, design, data structures, services, objects and any documentation, reports or other materials or business methods used in providing the Services. R1 Technology also includes updates or changes to the R1 Technology.

2.2 Access; Monitoring. If applicable, authorized users of Client ("Client Users") may be granted access to R1 Technology solely through the use of Access Credentials. "Access Credentials" means any unique user identification and password combination or other security code, method, or device used to verify a Client User's identity and authorization to access and use R1 Technology. Access Credentials will be deemed

Confidential Information (as defined below) of both parties. R1 may review, monitor and record Client's use of R1 Technology to the extent permitted by law.

2.3 Limitations. Client shall not, and shall not permit any other person or entity to, access or use R1 Technology, except as expressly permitted by this MSA. For purposes of clarity, Client shall not: (a) copy, modify or create derivative works or improvements of R1 Technology or any part thereof; (b) sell, sublicense, assign, publish or otherwise make available R1 Technology to any third party; (c) reverse engineer, disassemble, decompile or otherwise attempt to derive any R1 Technology source code; or (d) input, upload, transmit or otherwise provide any unlawful or injurious information or materials, including any virus, worm, malware or other malicious computer code.

2.4 Suspension or Termination of Access. R1 may suspend, terminate or otherwise deny Client or any Client User access to or use of all or any part of the R1 Technology, without any resulting obligation or liability, if: (a) a suspension or termination is necessary to comply with any legal obligation; or (b) R1 believes, in its reasonable discretion, that Client or any Client User (i) has failed to comply with any material term of this MSA or any SOW (including any failure to pay Fees) or (ii) accessed or used R1 Technology for any purpose that is not permitted under this MSA. This Section 2.4 does not limit any of R1's other rights or remedies, whether at law or in equity.

ARTICLE III CLIENT OBLIGATIONS

3.1 Client Systems; Access. Client shall maintain Client's information technology infrastructure ("Client Systems") that impact R1's ability to provide Services to Client. Client shall provide all R1 personnel or R1 Service Providers (as defined below) with access to Client Systems and, if applicable, Client's premises, as reasonably required for R1 to perform the Services.

3.2 Client Data and Information. Client shall supply R1 with all data and information required by R1 to perform the Services. To the extent applicable, Client

shall secure R1's access to Client's patient accounting system for use in connection with the Services. Client shall further obtain all patient authorizations and other consents required to provide R1 with access to patient records or to enable R1 to communicate with third party payers on Client's behalf. Client acknowledges that R1's performance of the Services depends on Client's timely, accurate and effective performance of all of its responsibilities under this MSA and SOWs, and Client further acknowledges and agrees that its failure to satisfy any such responsibilities may prevent or delay R1's performance of the Services which may result in modifications to a SOW and an adjustment of the Fees.

3.3 Notification of Investigation. Client shall notify R1 in writing within ten (10) days following knowledge of an investigation by a government agency or contractor, e.g., intermediary or QIO, where the subject of the investigation involves any aspect of the Services.

3.4 Protection of Access Credentials. Client shall: (a) keep the Client User directory current to reflect any changes and shall notify R1 as soon as practicable in the event a Client User leaves Client's employment or engagement; and (b) immediately notify R1 of any breach or unauthorized use of any Access Credentials or any other known or suspected breach of security, including, but not limited to, any loss or theft of a device on which a Client User has access to R1 Technology.

ARTICLE IV CONFIDENTIALITY

4.1 Confidential Information. In connection with this MSA and the SOWs, certain confidential and proprietary information regarding either Client or R1 (such party, as applicable, the "Disclosing Party") may be disclosed to the other party (such party, as applicable, the "Receiving Party"). All information identified by the Disclosing Party as proprietary or confidential, or that is of a nature that it should reasonably be considered as proprietary, trade secret or confidential, including, without limitation, information regarding the business, operations, finances, know-how, research, development, products, algorithms, technology, business plans or models, business processes, techniques, customers, computer systems and programs, intellectual property or strategies of the Disclosing Party shall be considered "Confidential Information". The parties agree that the terms of this MSA, any SOW and any exhibits or schedules are Confidential Information.

Confidential Information does not include protected health information ("PHI"). The definition, management and protection of PHI is specifically set forth in the BAA, attached as Exhibit C.

Confidential Information shall not include information that the Receiving Party can demonstrate (i) was, at the time of its disclosure, or thereafter becomes, part of the public domain through no fault of the Receiving Party, (ii) was known to the Receiving Party at the time of its disclosure from a source other than the Disclosing Party, (iii) is subsequently obtained from a third party not under a confidentiality obligation to the Disclosing Party, (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to any such Confidential Information, or (v) is required to be disclosed pursuant to subpoena, court order, or government authority, provided that the Receiving Party has provided the Disclosing Party with sufficient prior written notice of such requirement, if possible, to enable the Disclosing Party to seek to prevent such disclosure and allows the Disclosing Party to participate in any proceeding requiring such disclosure.

4.2 Nondisclosure. During the Term and for a period of five (5) years thereafter, each party agrees to hold the Confidential Information of the other party in strict confidence, to use such information solely in connection with this MSA, and to make no disclosure of such information except in accordance with the terms of this MSA.

4.3 Permitted Disclosures. A party may disclose Confidential Information only to its personnel, directors, agents, advisors and subcontractors (collectively, "Representatives") who have a need to know in connection with the Services and who are bound by confidentiality obligations no less restrictive than those described in this Article IV. Client shall not disclose any Confidential Information of R1 to any Representative known by Client to be a competitor of R1 at the time of disclosure, except with the prior written consent of R1. Each party shall be responsible and liable for any breach of confidentiality obligations by their Representatives.

4.4 Return of Confidential Information. Upon expiration or termination of this MSA, each Receiving Party shall, at the Disclosing Party's option, either return or destroy all Confidential Information of the other party

and all copies thereof and other materials containing such Confidential Information, other than (a) Confidential Information archived in the ordinary course of business on electronic storage systems or media or (b) as required by Applicable Laws (as defined below). Any such retained Confidential Information shall continue to be subject to the terms hereof. The Receiving Party shall confirm in writing its compliance with this Section 4.4.

4.5 Injunctive Relief. Each party acknowledges that in the event of a breach by the Receiving Party of its obligations described in this Article, damages may not be an adequate remedy and the Disclosing Party will be entitled, in addition to any other rights and remedies available under this MSA or at law or in equity, to seek injunctive relief to restrain any such breach, threatened or actual, without proof of irreparable injury and without the necessity of posting bond even if otherwise normally required.

ARTICLE V FEES

5.1 Fees; Payment Terms. Client shall pay to R1 the fees set forth in each SOW (the "Fees"). In accordance with Section 11.5, Fees are exclusive of taxes. Except to the extent otherwise agreed in a SOW, payment for Fees shall be due in full within thirty (30) days of Client's receipt of an invoice.

5.2 Failure to Pay Timely. If any Fee has not been received by R1 within thirty (30) days after becoming due in accordance with the payment terms, then, in addition to all other remedies that may be available:

(a) R1 may charge interest on the past due amount at a rate equal to the lesser of: (i) one percent (1%) per month (which is an annual rate of twelve percent (12%)); and (ii) the highest rate permitted under applicable law;

(b) R1 may suspend performance for all Services until payment has been made in full or terminate this MSA or any SOW; and

(c) Client shall reimburse R1 for all reasonable costs incurred by R1 in collecting any late payments or interest, including court costs and collection agency fees.

5.3 Changes in Rules or Regulations. Notwithstanding anything herein to the contrary, in the event that during the Term of this MSA, R1's costs of providing the Services under any SOW increases as a result of any newly enacted or newly implemented rules, regulations or operating procedures of any federal, state or local agency or regulatory authority, the parties agree to negotiate in good faith regarding an increase in compensation to R1 for such affected Services to offset the increased costs.

5.4 Payment Disputes. All amounts payable to R1 under this MSA or a SOW shall be paid by Client to R1 in full without any setoff, recoupment, deduction or withholding of Fees or other payments for any reason. In the event of a good faith dispute between Client and R1 regarding any Fees, Client shall notify R1 of the dispute promptly in writing. The dispute shall be reviewed by senior executives from each party who will work, in good faith, to resolve the issue promptly. In the event a payment dispute cannot be resolved by such efforts, such dispute shall be resolved by arbitration pursuant to Section 8.2.

5.5 Accrued Fees. Termination of this MSA will not excuse any Fees, payments or credits that accrue or become due prior to termination or any payments for post-termination services.

5.6 Payer Refunds. If any refunds of patient accounts of Client are required to be refunded to or offset by any government or commercial payer as a result of Client's violation of Applicable Laws or its obligations under this MSA or any SOW, R1 shall not be required to refund to Client any commissions or Fees earned or previously paid to R1 as a result of its collection of such refund or otherwise as a result of including such refund in its calculations of collections for purposes of Fees.

5.7 Expenses. Responsibility for expenses shall be set forth in the SOWs. If applicable, expenses will be invoiced quarterly based on actual expenses incurred by R1 personnel, and R1 shall provide evidence of such expenses upon the reasonable request of Client.

ARTICLE VI INTELLECTUAL PROPERTY

6.1 R1 Intellectual Property. R1 or, as applicable, R1 Service Providers (as defined in Section 7.4 below) shall have and retain sole and exclusive ownership of,

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and all right, title and interest to their respective copyrights, patents, trade secrets and other intellectual property rights, in and to methods, processes, techniques, work papers, proprietary information, ideas, trade secrets, strategies, materials, images, prototypes, software, source and object code and related materials (the "Intellectual Property"), including the R1 Technology that are owned or developed by R1 and/or R1 Service Providers which relate to the performance of the Services. Intellectual Property may further include anything which R1 or an R1 Service Provider may discover, create, learn or develop during the provision of Services for Client, whether or not (a) modified or developed at Client's request, (b) modified or developed in cooperation with Client or (c) modified by Client. Client acknowledges that all of the foregoing is R1's Intellectual Property or, as applicable, that of its R1 Service Providers and Client agrees that no work of authorship developed or delivered by R1 or R1 Service Providers is or will be a "work made for hire" as defined by U.S. copyright law. Client has no rights to the Intellectual Property owned and/or developed by R1 or R1 Service Providers, except as expressly set forth herein or in a SOW.

6.2 Protection of Intellectual Property. Without limitation to Section 4.1 hereof, each party will protect the other party's Intellectual Property and Confidential Information with the same care and diligence as it would use to protect its own Intellectual Property and Confidential Information. Each party will take all necessary and appropriate steps to safeguard the other party's Intellectual Property and Confidential Information by employees, former employees, vendors, affiliates and others to whom they have directly, or indirectly, made such Intellectual Property or Confidential Information available.

6.3 Client Data. "Client Data" means data of Client that is collected, downloaded or otherwise received by R1, directly or indirectly, from Client, but does not include any information or data created by R1 to support its internal operations outside of the Services (e.g., information or data R1 uses for purposes of creating internal financial and other records).

6.4 Consent to Use Client Data. Client grants to R1 a non-exclusive, non-transferable, worldwide, fully-paid up and royalty-free right and license to use, reproduce, distribute, transmit, perform, display, and make derivative works of any and all Client Data for purposes

of making the Services available to Client and for R1's internal analytic, statistical, security, quality control, product improvement, and similar purposes.

ARTICLE VII

COMPLIANCE, PERSONNEL, AUDIT

7.1 PHI and Data Privacy Policy. As part of R1's data and information privacy and information security compliance program, and in connection with its desire to uniformly protect PHI and other sensitive data, R1 maintains privacy and information security policies and procedures that, to the best of R1's knowledge, comply with all Applicable Laws.

7.2 Business Associate Agreement. The parties have entered into a business associate agreement ("BAA") governing the use and disclosure of protected health information in accordance with 42 C.F.R. 164.502(e) of the regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"). A copy of the BAA is attached hereto as Exhibit C.

7.3 Regulatory Compliance.

(a) Each party represents that it will use reasonable and appropriate efforts to ensure that in the performance of the Services, it, its personnel and its agents will comply with all applicable federal, state and local laws, regulations and rules, including the provisions of HIPAA and the rules of all applicable regulatory agencies with jurisdiction over Client (including, but not limited to, CMS) (collectively referred to as "Applicable Laws").

(b) R1 represents and warrants to Client that: (i) R1 and its directors, officers and employees are not excluded from participation in any federal health care programs, as defined under 42 U.S.C. § 1320a-7b(f), or any form of state Medicaid program; (ii) to R1's knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion; and (iii) its employees and R1 Service Providers are not listed on the most recent version of the Office of Foreign Assets Controls' "Specially Designated Nationals List".

(c) Client represents and warrants to R1 that: (i) there are no Client employees, personnel or independent contractors performing services for

Client who are excluded from participation in any federal health care programs, as defined under 42.U.S.C. § 1320a-7b(f), or any form of state Medicaid program (ii) to Client's knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion; and (iii) its employees, personnel and independent contractors performing services for Client are not listed on the most recent version of the Office of Foreign Assets Controls' "Specially Designated Nationals List".

7.4 Compliance Program. Each party will maintain a compliance program meeting or exceeding all industry guidelines and standards for healthcare compliance programs, including but not limited to guidance issued by the U.S. Department of Health and Human Services Office of Inspector General.

7.5 R1 Offshore Personnel. R1 may perform the Services from outside of the United States, including using R1 personnel located at R1's blended shore operations in India or Lithuania.

7.6 R1 Service Providers. R1 may in its sole discretion use third parties to provide certain services, systems, software or technology in connection with the Services ("R1 Service Providers"). R1 will remain responsible for the activities of these R1 Service Providers as if those activities were undertaken by R1.

7.7 Investigations. If a party determines that a potential compliance matter that relates to the Services exists, it shall promptly inform the other party. Client and R1 agree to undertake jointly and in a coordinated fashion the investigation and resolution of any compliance matter that relates to the Services.

7.8 Audit. During the Term, upon (a) reasonable request, (b) at least thirty (30) days' advance written notice, and (c) opportunity for coordination and alignment relating to scope, each party shall provide the other party's designated auditors with access to its books and records that relate to the Services. Such audit shall be conducted during normal business hours of operation and in a manner that does not disrupt normal business operations; provided that, to the extent that either party has obtained a certification from a qualified third-party assessor (e.g., HITRUST or SOC), then any matters covered by such certification shall be excluded from the scope of such audit. Other than any audit performed by

either party's internal auditors or the independent external auditors who examine either party's financial statements, the other party shall have the right to approve the auditor (such approval not to be unreasonably withheld) and require appropriate protections against disclosure of its Confidential Information, including compliance with its security policies and procedures. Each party shall provide (i) such auditors with any reasonable assistance that they may require; and (ii) the other party with a summary of the results of any such audit upon receipt.

7.9 Record Retention. For a period of four (4) years after Services are furnished under this MSA and any SOW subject to this MSA, R1 shall retain and permit the Comptroller General of the United States, the U.S. Department of Health and Human Services and their respective duly authorized representatives access to examine or copy this MSA and such books, documents, and records of R1 as are reasonably necessary to verify the nature and extent of the costs of the Services. In the event R1 provides any of its Services pursuant to a subcontract and if (i) the services provided pursuant to such subcontract have a value or cost of ten thousand dollars (\$10,000.00) or more over a twelve (12) month period and (ii) such subcontract is with a related organization, then R1 agrees that such subcontract shall contain a clause requiring the subcontractor to retain and allow access to its records on the same terms and conditions as required by R1. This provision shall be null and void should it be determined that Section 1861(v)(1)(I) of the Social Security Act is not applicable to this MSA.

7.10 Testimony. If during or after the Term of this MSA, R1 or any R1 Service Provider is legally compelled as a result of this engagement or is requested by Client to either give testimony or produce documents or both in any court, investigative or regulatory proceeding or other legal process (including any form of discovery related there), other than in any such proceeding where R1 or any of its personnel are a party, Client will reimburse R1 or R1 Service Provider at the applicable rate for the time of the participating professional, together with all expenses associated with such activity, including the fees and expenses of R1's counsel, if counsel is deemed necessary by R1. R1 will promptly notify Client of any such demand for testimony or the production of documents but R1 will be under no obligation to seek to quash or otherwise limit the scope of such a demand.

**ARTICLE VIII
DISPUTE RESOLUTION**

8.1 Exclusive Remedies. Each party agrees that the sole and exclusive remedy for (i) any dispute between the parties arising under this MSA or any SOW, (ii) any breach of this MSA or any SOW by the other party, or (iii) any claim for indemnification arising under this MSA shall be, subject to the limitations set forth therein, the processes and rights of the parties set forth in this Article VIII and Articles IX and X below.

8.2 Arbitration. The parties shall attempt to settle any disputes through good faith negotiations between their respective senior executives for a period of thirty (30) days. In the event a dispute has not been resolved, it shall be finally settled by binding arbitration, conducted on a confidential basis, under the Federal Arbitration Act, if applicable, and the then-current Dispute Resolution Procedures ("Rules") of the American Arbitration Association strictly in accordance with the terms of this MSA and the laws of the State of Delaware, excluding its principles of conflicts of laws. To the extent permitted by the Rules, all parties shall direct that any arbitration be held on an expedited basis.

All arbitration hearings shall be held in Chicago, Illinois or such other location as the parties mutually agree upon. The arbitration decision shall be made by a majority vote of a panel consisting of three arbitrators. Each party shall select one arbitrator within thirty (30) days after the delivery of the demand for arbitration is made, and the third arbitrator shall be selected by the two arbitrators so chosen within thirty (30) days after the delivery of the demand for arbitration is made; provided, however, that for disputes involving less than Five Hundred Thousand Dollars (\$500,000), the parties shall agree on a single arbitrator. If one or more arbitrators is not selected within the permitted time periods, the missing arbitrator(s) shall be selected in accordance with the Rules. Each arbitrator shall be a licensed practicing attorney, have no conflicts and be knowledgeable in the subject matter of the dispute.

Each party shall bear its own costs of the arbitration and one-half (1/2) of the arbitrators' costs. The arbitrators shall apply Delaware substantive law and the Federal Rules of Evidence to the proceeding. The arbitrators shall have the power to grant all legal and equitable remedies and to award compensatory damages provided by Delaware law, subject to the

limitations set forth in this MSA; provided, however, the arbitrators shall not have the power to amend this MSA, award punitive, special, incidental, exemplary or consequential damages, or to award damages in excess of the limits contained in this MSA. The arbitrators shall prepare in writing and provide to the parties an award, including factual findings and the reasons on which the decision is based. The arbitrators shall not have the power to commit errors of law, and the award may be vacated or corrected for any such error.

8.3 Arbitration Awards. Any award shall be paid within thirty (30) days of the issuance of the arbitrator(s)' decision. If any award is not paid within thirty (30) days, any party may seek entry of a judgment in the amount of the award in any state or federal courts having jurisdiction thereof.

8.4 No Limitation on Provisional Remedies. Neither party shall be excluded from seeking provisional remedies in the courts of competent jurisdiction, including, but not limited to, temporary restraining orders and preliminary injunctions, but such remedies shall not be sought as a means to avoid or stay arbitration.

8.5 WAIVER OF JURY TRIAL: THIRD PARTIES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY. THE REQUIREMENT OF ARBITRATION SET FORTH IN THIS ARTICLE VIII SHALL NOT APPLY IN THE EVENT THAT THERE IS THIRD-PARTY JOINDER BY EITHER PARTY OR A THIRD PARTY INSTITUTES AN ACTION AGAINST ANY PARTY TO THIS AGREEMENT, AND SUCH THIRD PARTY IS NOT AMENABLE TO JOINDER IN THE ARBITRATION PROCEEDINGS CONTEMPLATED BY THIS ARTICLE VIII.

**ARTICLE IX
TERM AND TERMINATION**

9.1 Term. The term of this MSA shall be for five (5) years from the Effective Date (the "Initial Term") unless terminated as set forth herein. Following the Initial Term, City shall have the option to renew for up to an additional five (5) one (1) year periods by (i) providing R1 written notice at least sixty (60) days prior to the end of the then current term, or (ii) upon mutual written agreement of the parties. The Initial Term and any Renewal Term are together referred to herein as the "Term".

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9.2 Termination for Cause. In the event that either party has failed to perform its obligations under this MSA or a SOW in all material respects and that failure has not been satisfactorily addressed through the cure procedures in Section 9.3 below, the aggrieved party shall have the right to terminate this MSA or any SOW for cause sixty (60) days following the issuance of a written notice of termination to the other party hereto. No written notice of termination for cause will be valid unless the party issuing the notice has complied with the cure procedures in Section 9.3.

9.3 Cure Procedures. A non-performing party shall have the opportunity to cure the failure to perform prior to a termination for cause. Therefore, prior to the issuance of a written notice of termination for cause, each party agrees to proceed in the following manner, working in good faith to address the circumstances which led to the alleged failure to perform:

(a) The party seeking to address an area of concern shall give written notice to the non-performing party describing in reasonable detail its concerns.

(b) The non-performing party shall be given thirty (30) days within which to satisfactorily address the concern and to begin implementation of the agreed upon course of action. If necessary under the circumstances, the complete implementation of the agreed upon course of action may take more than thirty (30) days but may not exceed ninety (90) days unless the other party otherwise agrees in writing prior to the end of such ninety (90) days.

(c) If the non-performing party fails to comply with the agreed upon course of action on the appropriate timetable, then the performing party shall be authorized to issue a notice of termination for cause.

(d) Any disputes that arise during these cure procedures that cannot be resolved by a good faith dialogue among the parties shall be resolved through a mutually agreed upon alternative dispute resolution plan adopted by the parties, or alternatively, pursuant to the dispute resolution methodology in Article VIII.

9.4 Effect of Termination on SOWs. Termination of this MSA will effectuate a termination of any SOW then in effect, subject to any specific provisions contained

within an applicable SOW concerning transition services and payments in connection with same. In the event there are no active SOWs between the parties for a period of at least three (3) months, this MSA shall terminate without the need for further action by either party.

9.5 Rights and Responsibilities Upon Expiration or Termination. Upon expiration or termination of this MSA, including, as applicable, any transition services: (a) all rights, licenses, consents and authorizations granted by either party to the other party hereunder or under any SOW will immediately terminate; (b) Client shall cease all use of R1 Technology; (c) each party shall, within sixty (60) days, destroy or return all other documents and tangible materials containing, reflecting, incorporating or based on the other party's Confidential Information; and (d) each party shall permanently erase all of the other party's data and Confidential Information from all computer systems and networks controlled by such party, except to the extent and for so long as required by Applicable Laws, provided that R1 may retain Client Data archived in the ordinary course of business on electronic storage systems or media, subject to the terms of the BAA (if applicable), until such data is deleted in its ordinary course. Client Data will be returned in a commercially standard format, as determined by R1 in its sole discretion.

9.6 Termination for Insolvency. If any party (the "Insolvent Party") (a) files for bankruptcy, (b) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it, (c) passes a resolution for its voluntary liquidation, (d) has a receiver or manager appointed over all or substantially all of its assets, or (e) makes an assignment for the benefit of all or substantially all of its creditors, then the other party may terminate this MSA upon prior written notice to the Insolvent Party; provided, however, that (x) any Insolvent Party subject to an involuntary proceeding will have a reasonable amount of time (and in no event less than sixty (60) days) to have such proceeding dismissed or stayed prior to the other party having the right to terminate this MSA pursuant to this Section 9.6; (y) R1 will not have the right to terminate this MSA under this Section 9.6 so long as Client is current in its payment of the Fees hereunder, and (z) Client will not have the right to terminate this MSA under this Section 9.6 so long as

R1 continues to provide the Services and comply with this MSA.

ARTICLE X INDEMNIFICATION AND LIABILITY

10.1 R1 Intellectual Property Indemnification. R1 shall indemnify and defend Client and its directors, officers and employees ("Client Indemnitees") against any third-party claims arising out of or resulting from the alleged infringement of any Intellectual Property of any third party as a result of any Client Indemnitee's receipt or use of any Services or R1 Technology in compliance with this MSA. The foregoing obligation does not apply to any claim arising out of or resulting from: (a) modification of R1 Technology other than (i) by or on behalf of R1 or any R1 Service Provider; or (ii) with R1's prior written consent in accordance with R1's written specifications; (b) combination of the R1 Technology with any products or services from any third party or any other system other than as authorized or directed by R1 or any R1 Service Provider as demonstrated in writing; or (c) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Client by R1 or any R1 Service Provider.

10.2 R1 Other Indemnification. R1 shall indemnify and defend Client and the Client Indemnitees against any third-party claims, including any governmental claims relating to R1's (a) gross negligence or willful misconduct, (b) violation of HIPAA or any other Applicable Laws and (c) breach of any of its obligations, representations and warranties hereunder, in each case which are not caused or directed by Client.

10.3 Client Indemnification. To the extent allowed by law, Client shall indemnify and defend R1 and its directors, officers and employees and R1 Service Providers from and against any and all claims and losses arising out of any third party claims, including any governmental claims, in each case to the extent based upon, relating to, or resulting from Client's (a) gross negligence or willful misconduct, (b) infringement of any Intellectual Property of any third party, (c) violation of HIPAA or any other Applicable Laws and (d) breach of any of its obligations, representations and warranties hereunder, in each case above which are not caused or directed by R1.

10.4 Defense of Claims. A party making a claim for indemnification under this Article X ("Indemnified Party")

shall notify the indemnifying party ("Indemnifying Party") of any action, lawsuit, proceeding, investigation or other claim ("Claim") against it by a third party describing the claim, the amount thereof (if known and quantifiable) and the basis thereof; provided that failure to notify the Indemnifying Party shall not relieve the Indemnifying Party of its indemnification obligations (a) if the Indemnifying Party had actual notice of such Claim or (b) unless and only to the extent of any forfeiture of substantive rights and defenses resulting from the failure to provide timely notice of any Claim.

10.5 Cap on Liability. Each party's total cumulative liability under this MSA and each SOW, including indemnification obligations, shall be capped at an amount equal to the total Fees paid by Client to R1 during the twelve-month period preceding the date of the claim; provided, however, that such cap shall not apply to: (a) claims arising out of a party's, or such party's employees', vendors' or agents', willful or intentional misconduct; (b) personal bodily injury or death or physical property damage; (c) taxes assessed against one party that are the responsibility of the other party; (d) a party's infringement of any Intellectual Property belonging to a third party; and/or (e) payments for Services rendered prior to termination or expiration of this MSA and claims for benefit of the bargain damages for a wrongful termination of this MSA or any SOW.

10.6 General Disclaimers. R1 HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CLIENT DATA. FURTHER, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NEITHER CLIENT NOR R1 MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES, TECHNOLOGY, DATA OR SYSTEMS TO BE PROVIDED TO ONE ANOTHER PURSUANT TO THIS AGREEMENT, OR ANY RESULTS OF THE USE THEREOF, AND EACH EXPLICITLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. NEITHER PARTY WARRANTS THAT THE SERVICES, ANY MATERIALS OR THE OPERATION OF ANY SYSTEMS, TECHNOLOGY, HARDWARE OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. NO REPRESENTATIVE OF R1 HAS THE RIGHT TO MAKE

WARRANTIES ON R1'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF R1. ALL THIRD-PARTY MATERIALS PROVIDED BY R1 TO CLIENT ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN R1 AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO THE PARTY, AND REGARDLESS OF THE FORM OF THE CLAIM OR ACTION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN THE EVENT OF AN ERROR OR OMISSION IN THE PERFORMANCE OF SERVICES, CLIENT'S SOLE REMEDY IS REPERFORMANCE OF THE SERVICES BY R1 AT NO ADDITIONAL COST. CLIENT ACKNOWLEDGES THAT, IF APPLICABLE, AUDITS OF ITS RECORDS MAY PERIODICALLY RESULT IN DOWN-CODING AND POTENTIAL RECOUPMENT OF OVERPAYMENTS BY A THIRD-PARTY IN CONNECTION WITH SERVICES PROVIDED BY CLIENT. CLIENT AGREES THAT IN NO EVENT WILL ANY DOWN-CODING ADJUSTMENTS AND RECOUPMENT, ARISING OUT OF OR IN CONNECTION WITH R1'S PROVISION OF SERVICES UNDER THIS MSA BE DEEMED A "LOSS" CONSTITUTING DAMAGES CAUSED BY R1 AND INCURRED BY CLIENT UNDER THIS MSA, IT BEING AGREED THAT ANY SUCH RECOUPMENT AND ASSOCIATED COSTS AND EXPENSES INCURRED WILL BE THE SOLE RESPONSIBILITY OF CLIENT.

R1 WILL NOT BE RESPONSIBLE FOR ANY INCORRECT INFORMATION TRANSMITTED BY CLIENT, CLIENT USERS, CLIENT'S PATIENTS OR A THIRD PARTY, OR FOR ANY ERRONEOUS OR INCOMPLETE BILLING RESULTING FROM SUCH INCORRECT INFORMATION, IF APPLICABLE. R1 PROVIDES SERVICES UNDER THIS MSA WITHOUT ANY SPECIFIC GUARANTEE OF PERFORMANCE OR ANY PARTICULAR LEVEL OF CASH COLLECTIONS. CLIENT ACKNOWLEDGES THAT R1 BEARS NO

RESPONSIBILITY FOR THE ACTIONS OF ANY PRIOR VENDOR REGARDLESS OF WHETHER R1 ASSUMES RESPONSIBILITY FOR COLLECTIONS OF ACCOUNTS BILLED BY SUCH VENDOR.

10.7 R1 Insurance Coverage. R1 will obtain and continuously maintain during the Term the following insurance coverages:

(a) Workmen's Compensation: statutory limits for workers' compensation in each state as applicable to R1 employees who work on the Services;

(b) Commercial General Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate;

(c) Comprehensive Automotive Liability Insurance: \$1,000,000 per occurrence;

(d) Umbrella excess liability coverage above the commercial general liability and comprehensive automobile liability described above in all amounts not less than \$5,000,000 per occurrence/accident;

(e) Crime Insurance: R1 is responsible for loss to owner and third party property/assets and shall maintain comprehensive crime insurance coverage for the dishonest acts of its employees in a minimum amount of \$1,000,000;

(f) Errors and Omissions Liability: R1 shall provide liability limits of at least \$3,000,000 per claim, and \$3,000,000 in the annual aggregate. Coverage shall address all professional services provided by R1 to Client under this MSA; and

(g) Network Security and Privacy with Breach Response Services: \$5,000,000 per event and in the annual aggregate.

10.8 Client Insurance. Client will obtain and continuously maintain during the Term the following insurance coverages:

(a) Workmen's Compensation: statutory limits for workers' compensation in each state as applicable to Client's licensed personnel who are members, employees or independent contractors providing health care services (the "Professionals") or other services on behalf of Client;

(b) Commercial General Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate, covering Client's property, the activities of the Professionals, and all other individuals performing services on behalf of Client; and

(c) Professional Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate, covering Client, the Professionals and all other individuals performing services on behalf of Client.

**ARTICLE XI
MISCELLANEOUS**

11.1 Authority. Each party represents and warrants that it has the authority to enter into this MSA and to be bound by its terms, and that it has been executed by all necessary and authorized individuals.

11.2 Relationship of the Parties. Each party is an independent contractor. Neither party is the agent of the other, and neither may make commitments on the other's behalf. Except as expressly provided in this MSA or a SOW, R1 does not undertake to perform any obligation of Client, whether legal or contractual, or assume any responsibility for Client's business or operations.

11.3 Survival. The terms of Articles IV (Confidentiality), V (Fees), VI (Intellectual Property), VII (Compliance) VIII (Dispute Resolution), IX (Term and Termination), and XI (Miscellaneous) and Sections 10.1-10.6 (Indemnification and Liability) of this MSA shall survive the expiration or termination of this MSA.

11.4 Force Majeure. Each party will be excused from performance under this MSA (other than obligations to make payments that become due) for any period during which it is prevented from or delayed in performing any obligation pursuant to this MSA in whole, or in part, as a result of a force majeure event, including any change in Applicable Laws which would preclude a party from performing its obligations under this MSA.

11.5 Taxes. All service charges, fees, expenses and other amounts due under this MSA are exclusive of all taxes. Other than net income taxes imposed on R1, Client shall be responsible for all sales, use, withholding and value added taxes incurred or assessed in connection with the Services. If the Services are exempt

from any otherwise applicable sales and use tax as a result of such tax-exempt status, Client will provide R1 with any applicable exemption certificates.

11.6 Change in Laws. The parties agree that in the event of a change in any Applicable Laws that (i) would render any part of this MSA illegal, materially affect R1's payment for the Services, or directly, adversely and materially affect either party's performance under this MSA and (ii) could not be remedied by an amendment to this MSA, then either party shall have the right to immediately terminate the MSA and there shall be no penalty or damages due to such termination.

11.7 Assignment. This MSA may not be assigned by either party without the prior written consent of the other party which may not be unreasonably withheld, provided, however, that this MSA may be assigned by a party, without the consent of the other party, (i) to a wholly-owned subsidiary of such party, (ii) in connection with the sale of substantially all of the assets or a majority of the equity securities of such party in one or more related transactions, or (iii) by operation of law in connection with a merger of such party, so long as the assignee agrees in writing to assume all liabilities under this MSA, including any liabilities (known or unknown) accruing prior to the effectiveness of such assignment. If a party assigns this MSA in accordance with subsection (i), (ii) or (iii) above, then such party shall notify the other party of such assignment in writing within ten (10) days of the assignment.

11.8 Notice. Notices to R1 and Client required by this MSA shall be sent via certified first class mail, or overnight delivery, to the following respective addresses, and shall be deemed received by the receiving party three (3) business days after being mailed certified first class, or one (1) day after being sent by overnight delivery:

R1 RCM Inc.
Attention: Chief Executive Officer
With a copy to: General Counsel
401 N. Michigan Avenue, 27th Floor
Chicago, Illinois 60611

City Of Riviera Beach
Attention: Chief John Curd
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

Commented [A4]: Note to City: please supply contact person.

11.9 Severability. If any provision of this MSA is declared invalid, unenforceable or void by a court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of this MSA. Rather, it is the intent of the parties that in such an event this MSA will be deemed amended by modifying such provision to render it valid and enforceable while preserving the original intent of the parties. If that is not possible, the parties shall agree on a substitute provision that is legal and enforceable and that achieves the same objective as the original provision to the extent possible.

11.10 Equal Opportunity and Anti-Discrimination. Each party represents and warrants that it does not discriminate on the basis of race, color, religion, gender, national or ethnic origin, disability, age, marital status or sexual orientation in its employment, hiring or contracting practices and otherwise complies with all applicable local, state and federal laws prohibiting discrimination.

11.11 No Third-Party Beneficiaries. Nothing in this MSA is intended or shall be construed to confer upon any person (other than the parties hereto and the indemnified parties specifically identified herein) any rights, benefits or remedies of any kind or character whatsoever, and no person or entity shall be deemed a third-party beneficiary under or by reason of this MSA.

11.12 Amendment and Waiver. This MSA may only be amended or modified by execution of a written amendment or modification signed by both parties. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

11.13 Entire Agreement. This MSA, including all SOWs and any exhibits or schedules thereto, and the BAA, constitutes the entire agreement among the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the parties with respect to the subject matter. There are no representations, understandings or agreements related to this MSA that are not fully expressed in this MSA.

This MSA and the SOWs are intended to be correlative and complementary. Any requirement contained in this MSA and not the SOWs will be performed or complied with as if contained in both. However, the requirements of each SOW are intended to be separate. Consequently, unless otherwise specifically provided for, the requirements of one SOW shall not apply to the Services provided or to be provided under another SOW. Further, in the event of a conflict between any provision of this MSA and any provision of the applicable SOW, the provision of the applicable SOW shall control.

11.14 Governing Law. This MSA will be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws principles.

11.15 Counterparts. This MSA may be executed in counterparts (including signatures sent via electronic transmission in portable format (pdf), each of which shall be deemed to be an original, and both of which together shall constitute a binding agreement. Each person signing below represents that he or she has the authority to sign this MSA for and on behalf of the party for whom he or she is signing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have entered into this MSA as of the Effective Date.

CITY OF RIVIERA BEACH

R1 RCM INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

LIST OF EXHIBITS

Exhibit A: Ambulance Billing and Revenue Cycle Management Statement Of Work

Exhibit B: Public Emergency Medical Transportation (PEMT) Supplemental Reimbursement Program Consulting Services Statement of Work

Exhibit C: Business Associate Agreement

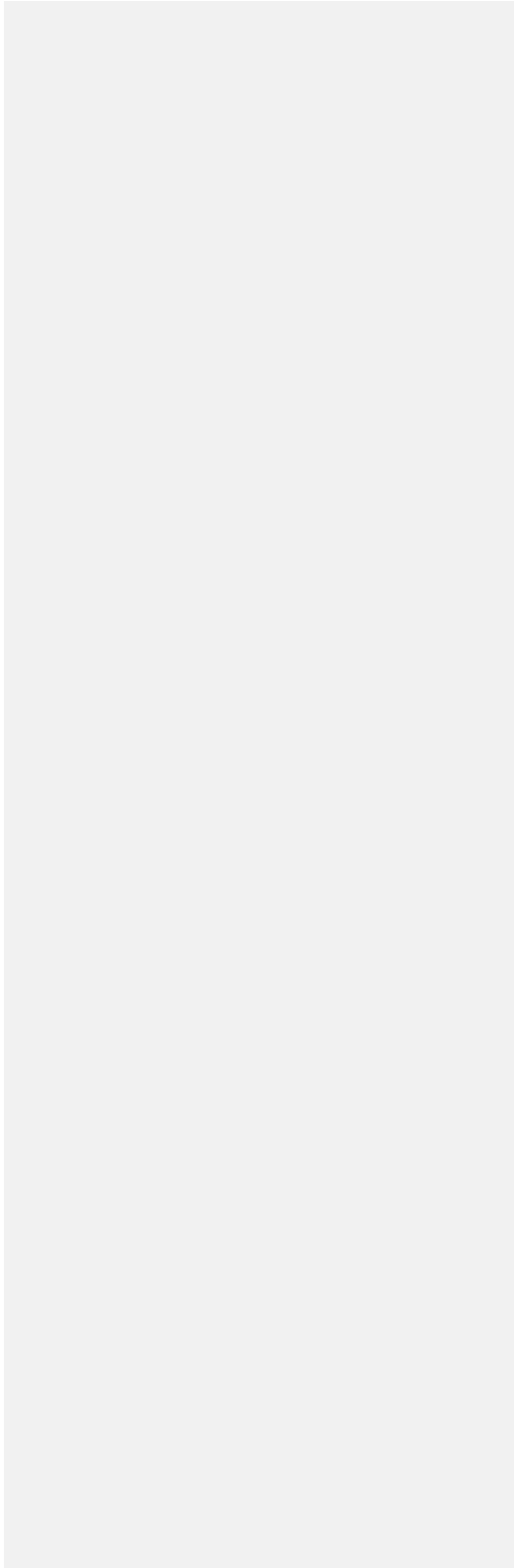


Exhibit A
AMBULANCE BILLING AND REVENUE CYCLE MANAGEMENT SERVICES
STATEMENT OF WORK

This Ambulance Billing and Revenue Cycle Management Services Statement of Work (the "EMS RCM SOW") is entered into as of this ____ day of _____ 2020 ("EMS RCM SOW Effective Date") by and between the City of Riviera Beach, a Florida municipality, on behalf of itself and its affiliates and subsidiaries (collectively, "Client") and Advanced Data Processing, Inc. ("ADPI") a subsidiary of R1 RCM Inc., a Delaware corporation. This EMS RCM SOW is incorporated by reference into, and is subject to all of the terms and conditions of, the attached MSA. All signatories to this EMS RCM SOW shall be bound to the terms of the MSA as if original signatories thereto. All undefined capitalized terms shall have the meanings set forth in the MSA.

SECTION I
SCOPE OF SERVICES

1. ADPI's Scope of Services. ADPI will be the exclusive provider of Client's revenue cycle management services as mutually agreed upon by both parties, and which may include the services set forth in this Section (collectively, "RCM Services"):
 - a. ADPI will prepare and submit initial claims and bills for the Client promptly upon receipt thereof, and prepare and submit secondary claims to the extent necessary.
 - b. ADPI will assist the Client in identifying necessary documentation for processing and billing accounts.
 - c. ADPI will direct payments to a lockbox or bank account designated by the Client, to which the Client alone will have signature authority.
 - d. When deemed appropriate, ADPI will pursue appeals of denials, partial denials, and rejections.
 - e. ADPI will respond to and follow up with payors and respond to messages and/or inquiries from payors.
 - f. ADPI will provide accurate coding of medical claims based on information provided by Client.
 - g. ADPI will provide access to its billing system (the "Billing System") for records pertaining to the Client's bills and collections hereunder. The Billing System constitutes "R1 Technology" as such term is defined in the MSA. In addition to all of the terms and conditions contained in the MSA related to R1 Technology, Client agrees to the following in connection with the Billing System:
 - i. Access to the Billing System is provided solely to permit Client to view its accounts, run various reports and access data associated with the billing and collecting process.
 - ii. Client shall be responsible for providing its own Internet access necessary to access the Billing System, and in no event shall Client be provided with direct access (by modem or otherwise) to the Billing System server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, ADPI makes no guarantee that any given Client User (as defined in the MSA) will be able to access the Billing System at any given time.

There are no assurances that access will be available at all times and uninterrupted, and ADPI shall not be liable to Client for its inability to access the Billing System.

- iii. Client acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on Client User's computers. Client is responsible for requiring its Client Users to use a password to access the Billing System in compliance with the Billing Security Characteristics. The "Billing Security Characteristics" means a password to access the Billing System, which must be at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or number. ADPI shall use commercially reasonable efforts to maintain the security of the Billing System, but shall not be responsible for the Client's loss or dissemination of passwords or other breaches beyond ADPI's control.
- h. ADPI will maintain records of RCM Services performed and financial transactions.
- i. ADPI will consult, as necessary, with the Client and Client representatives regarding the RCM Services.
- j. ADPI will provide any Client-designated collection agency with data in a commercially standard format on a commercially standard media as determined by ADPI in its sole discretion, when an account is referred to such agency.
- k. ADPI will assist the Client in filing and maintaining required documentation and agreements with commonly-used payors (e.g. Medicare, Medicaid, TRICARE, etc.) The Client shall maintain responsibility for enrollment, required documentation, and agreements with payors.
- l. ADPI will designate a liaison to serve as the primary contact for the Client in connection with the RCM Services.
- m. ADPI will provide a toll-free number for patients and other designated representatives.
- n. To the extent that the Client is unable to obtain and forward to ADPI Patient Information as set forth in Section II below, ADPI will use commercially reasonable efforts to obtain and/or verify patient insurance and contact information.
- o. ADPI will respond to Client, patient, and payor inquiries promptly upon receipt of such inquiry.
- p. ADPI will maintain accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments, and refunds.
- q. ADPI will identify refunds and provide the Client with documentation substantiating each refund.
- r. Subject to the Client's guidelines and/or approval, ADPI will negotiate and arrange modified payment schedules for individuals unable to pay full billed amounts.

- s. If the Client utilizes services of a third-party debt collection agency, ADPI will forward uncollectible accounts to the third-party debt collection agency. Unless otherwise agreed upon, accounts that ADPI has deemed to be uncollectible may be closed as bad debt.
 - t. ADPI will provide a Notice of Privacy Practices on behalf of Client to transported, billed patients as an insert into the initial billing notice mailed to these patients.
2. Reports. Operational and financial data reports for the Client will be available on ADPI's Billing System. The format and content of the data will be established and defined by ADPI, and such reports may be added, modified or deleted without notice to the Client. Notwithstanding the foregoing, the Client may request that specific, custom reports may be made available to it at an additional charge to be negotiated between ADPI and the Client.

With respect to each report generated for Client as part of the Billing System, Client acknowledges and agrees (i) such report represents a "snapshot" of a moment in time, and as such, the snapshot may not be accurate with respect to financial results on the whole; (ii) the underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation; and (iii) the data represented in the report constitutes only a limited portion of all data available regarding Client's business. Accordingly, any particular report may not accurately represent the Client's then-current or future financial condition.

3. Patient Information. ADPI may use and disclose patient information to provide the RCM Services to Client, and for payment purposes for other "covered entity" (as that term is defined at 45 C.F.R. §160.103) clients.

SECTION II OBLIGATIONS OF THE CLIENT

1. Professional Services. The Client shall furnish, and cause the licensed personnel who are members, employees or independent contractors of Client (collectively, the "Professionals") to furnish emergency and non-emergency medical services, including ambulance transport (collectively, "EMS Services"), all in accordance with Applicable Laws and payor requirements. The Client agrees and acknowledges that it is responsible for performing, or ensuring the Professionals' performance of the following acts:
- a. The Client shall have the exclusive authority to control all aspects of the provision of EMS Services, which shall be the sole responsibility of the Client. ADPI shall have no authority or responsibility regarding the provision or supervision of EMS Services.
 - b. The Professionals shall alone be responsible for the examination of the Client's patients and will cause a complete and accurate record to be made of each patient examination, in keeping with Applicable Laws and payor requirements regarding adequate documentation and medical necessity.
 - c. The Client shall be responsible for supervising and controlling the conduct of all Professionals performing EMS Services for and on behalf of the Client.
2. Professional Standards. The Client shall ensure that Professionals shall be duly licensed to provide any applicable category of health care services, and participate in continuing education as necessary to maintain

such licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

3. Additional Obligations.

- a. Professionals shall sign all necessary assignments and agreements that are required to allow ADPI to bill third-party payors including but not limited to, Medicare, Medicaid, managed care plans, Tricare, etc.
- b. Each Professional shall refrain from submitting false or inaccurate information, documentation, or records to ADPI. Once a Professional or the Client becomes aware of any such submission, immediate action shall be taken to correct identified false or inaccurate information, documentation or records in accordance with Applicable Laws and payor requirements.
- c. The Client shall immediately notify ADPI in the event it believes a coding, billing or claims submission error has been made to enable ADPI to correct any such errors and make any necessary refunds.
- d. The Client shall respond in a timely manner to ADPI's written requests for information regarding services, diagnoses, or other matters on any document relevant to billing received from the Client.
- e. The Client agrees to use and be responsible for lockbox remote deposit capturing. The Client will provide a lockbox or bank account address to ADPI and instruct the custodian to forward all documents to ADPI for processing. All related lockbox/banking fees will be the responsibility of the Client.
- f. The Client will provide ADPI with daily bank balance reporting capabilities via the bank's designated website.
- g. The Client will timely process refunds identified by ADPI for account overpayments and provide ADPI with confirmation of the same, including copies of checks and other materials.
- h. The Client will forward ADPI copies of checks or other payment documentation requested by ADPI relating to the subject matter of this EMS RCM SOW, within ten (10) days of receipt.
- i. The Client will notify ADPI in the event that the Client's electronic patient care reporting vendor performs any system upgrades. Notification shall be made in accordance with the Notice section of the MSA.
- j. In connection with the use of certain data entry devices, Client may gain access to the intellectual property of third parties. Client understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. Client agrees to enter into such arrangements at ADPI's request.

4. Patient Information. The Client shall use its best efforts to obtain and forward to ADPI the following information from each person who receives EMS Services from the Client ("Patient Information"):

- a. Patient's full name and date of birth;
 - b. Mailing address (including zip code) and telephone number of the patient or other party responsible for payment;
 - c. Patient's social security number;
 - d. Name and address of patient's health insurance carrier, name of policy holder or primary covered party, and any applicable group and identification numbers;
 - e. Automobile insurance carrier address and/or agent's name and phone number if an automobile is involved;
 - f. Employer's name, address, and workers' compensation insurance information if the incident is work related;
 - g. Medicare and/or Medicaid identification numbers (if applicable);
 - h. Patient's or other responsible party's signed payment authorization and forms related to authorizations and/or information releases or other documentation sufficient to comply with applicable signature requirements;
 - i. Call times, transporting unit, and crew members with license levels (e.g., EMT-B, EMT-I, EMT-P, etc.);
 - j. Actual loaded miles transported or odometer readings such that loaded miles may be calculated;
 - k. Documentation required by a payor in order to secure payment, including, but not limited to, physician certification statements for non-emergency transports to be billed to Medicare, Medicare products and TRICARE; prior authorizations required by some Medicaid programs, Veteran's Administration, Indian Health Services and Logisticare; and
 - l. Any other information that ADPI may reasonably require to bill the patient or payor.
5. EMS Services Fees. The Client agrees and acknowledges that it is responsible for performing the following acts:
- a. The Client shall set all fees to be charged by it in accordance with all Applicable Laws, regulations and contractual arrangements with third parties, to the extent applicable.
 - b. The Client shall provide ADPI with approved billing policies and procedures, including dispatch protocols, collection protocols, and fee schedules using current HCPCS codes and terminology.
6. The Client shall be responsible for all legal, tax and accounting work related to the EMS Services.

**SECTION III
COLLECTION EFFORTS**

1. Alternative Collection Arrangements. ADPI will have the right, on Client's behalf, in its sole and complete discretion, to enter into an alternative collection arrangement with respect to any patient encounter performed by the Client if: (i) the total payments are for at least eighty percent (80%) of the amount of the bill; (ii) an insurance company offers at least seventy percent (70%) of the total amount billed with a stipulation that the insured not be billed for the balance; or (iii) ADPI is able to make arrangements for the payment of a patient account that provides a substantially similar economic benefit to Client, as ADPI determines in its sole and complete discretion.
2. Scope of Collection Efforts. If reasonable efforts have been made to collect a patient account of Client and such efforts have not been successful, ADPI shall have the right to terminate collection efforts and close the account as an unpaid debt. In addition, ADPI may terminate or suspend collection efforts in the event that Client has supplied ADPI with materially incomplete or inaccurate billing and/or Patient Information. The accounts that ADPI has deemed to be uncollectible may be forwarded to a third-party collection agency engaged by Client for further collection effort and/or closed or deemed inactive.
3. Administrative Fee/Third Party Collection Costs. Client will be responsible for engaging any third party collection service for uncollectible accounts after ADPI has exhausted its collection efforts. Client will be directly liable for all fees of third party collection agency.

**SECTION IV
PAYMENT**

1. Payments for Services. The terms set forth in this Section IV are specific to the Client and unique to the Client's demographics, volume, and scope of services, among additional criteria. In consideration of the services rendered by ADPI under this EMS RCM SOW, the Client agrees to pay ADPI the following Fees:
 - a. Four point two five percent (4.25%) of the Client's monthly collections less refunds ("Net Collections") for Non-Medicaid collections.
 - b. Six Dollars Seventy-Five Cents (\$6.75) per Medicaid or Medicaid HMO Account collections. (collectively the "Management Fee").
 - c. All amounts set forth in any Exhibit attached hereto.
2. Excluded Expenses. The Client agrees to be responsible for the following expenses:
 - a. All costs and expenses associated with any lockbox, bank accounts or remote deposit services associated with this EMS RCM SOW; and
 - b. Any and all fees charged by credit card issuers and/or financial institutions for processing credit card payments.

- 3. RCM Services Following Termination Date. For RCM Services completed after the Termination Date, Client shall pay ADPI the Management Fee.

**SECTION V
TERM AND TERMINATION**

- 1. Term of Statement of Work. The term of this EMS RCM SOW shall begin as of the EMS RCM SOW Effective Date and shall continue for five (5) years (“EMS RCM SOW Initial Term”) unless terminated in accordance with the provisions of the MSA. Following the Initial Term, City shall have the option to renew for up to an additional five (5) one (1) year periods (each, a “EMS RCM SOW Renewal Term”) by (i) providing ADPI written notice at least sixty (60) days prior to the end of the then current term, or (ii) upon mutual written agreement of the parties. The date on which this EMS RCM SOW terminates pursuant to the relevant provision in the MSA, shall be known as the “EMS RCM SOW Termination Date”.
- 2. Termination. The termination or expiration of this EMS RCM SOW shall not affect the underlying MSA or any other statement of work between the Client and ADPI.
- 3. Transition Period. One hundred twenty (120) days after the Termination Date or on such earlier date as the parties may mutually agree in writing, ADPI shall cease to perform RCM Services on behalf of the Client and have no further responsibility for the performance of the RCM Services hereunder, unless ADPI, in its sole discretion, notifies the Client that it will continue to manage accounts submitted and any accounts in the process of being billed by ADPI prior to the Termination Date for a period to be mutually agreed upon by the parties (the “Transition Period”). The fee for RCM Services completed following the Termination Date shall be as set forth in Section IV, subsection 3 above.

Commented [A5]: Note to City: Amended in accordance with RFP Project Overview terms.

**SECTION VI
GENERAL**

- 1. Order of Precedence. In the event of a conflict between the MSA and this EMS RCM SOW, the terms of this EMS RCM SOW will prevail.
- 2. Counterparts. This EMS RCM SOW may be executed in several counterparts, all of which taken together constitute the entire agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have caused this EMS RCM SOW to be signed by their duly authorized representatives as of the EMS RCM SOW Effective Date.

CITY OF RIVIERA BEACH

ADVANCED DATA PROCESSING, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B
PUBLIC EMERGENCY MEDICAL TRANSPORTATION (PEMT) SUPPLEMENTAL REIMBURSEMENT PROGRAM
CONSULTING SERVICES STATEMENT OF WORK

This Public Emergency Medical Transportation Supplemental Reimbursement Program Consulting Services Statement of Work (the "PEMT SOW") is entered into as of this ____ day of _____, 2020 ("PEMT SOW Effective Date") by and between the City of Riviera Beach, a Florida municipality, on behalf of itself and its affiliates and subsidiaries (collectively, "Client") and Advanced Data Processing, Inc. ("ADPI") a subsidiary of R1 RCM Inc., a Delaware corporation. This PEMT SOW is incorporated by reference into, and is subject to all of the terms and conditions of, the MSA. All signatories to this PEMT SOW shall be bound to the terms of the MSA as if original signatories thereto. All undefined capitalized terms shall have the meanings set forth in the MSA.

SECTION I
SCOPE OF SERVICES

1. ADPI's Scope of Services. Public Emergency Medical Transportation Supplemental Reimbursement Program ("PEMT") is a State of Florida approved supplemental Federal funding program that allows Florida fire agencies that perform emergency medical transports for Medicaid patients to submit for additional reimbursement for unrecovered costs associated with those transports. Client has selected ADPI and ADPI's Consultant, Public Consulting Group, Inc. ("PCG"), on an annual basis to provide consulting services for both the Florida Certified Public Expenditures (CPE) PEMT and Intergovernmental Transfer (IGT) PEMT which includes Medicaid managed care (MCO) transport revenue reimbursement programs (herein referred as "PEMT Consulting Services"). The parties agree ADPI will be the exclusive provider of Client's PEMT Consulting Services. ADPI, through its consulting partner, PCG shall provide the following PEMT Consulting Services:
 - A. Draft application materials and respond to requests for additional information necessary for the Client to gain approval to participate in the PEMT program.
 - B. Prepare a fiscal impact study and present results to department/state stakeholders to demonstrate benefits of a Certified Public Expenditure ("CPE") Program, Medicaid Managed Care (MCO) supplemental payment program, and uninsured CPE (if applicable) program to the provider.
 - C. Conduct analysis of the Client's financial and billing data in order to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under PEMT.
 - D. Identify eligible costs and develop appropriate cost allocation methodologies to report allowable costs as defined under the PEMT for providing emergency medical services to Medicaid recipients and, as applicable, uninsured populations.
 - E. Prepare and review with Client, their annual Medicaid cost report for PEMT. Accurately complete the schedules in accordance with PEMT Program requirements and guidelines, using data supplied by Client.
 - F. Provide comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.

- G. Assist Client in responding to any Center for Medicare & Medicaid Services (CMS) or Florida Agency for Health Care Administration (AHCA) review or communication regarding any Client PEMT cost report prepared and delivered to AHCA.
- H. Meet with the AHCA and Client to further develop the supplemental payments program for both Medicaid managed care and uninsured patient transports.
- I. Work with Client to make any necessary corrections and/or modifications and resubmit the report before the required filing deadline, as needed.
- J. Determine enhanced supplemental payments realized by provider, as necessary.
- K. Conduct comparative analysis to identify significant trends in billing and financial data.
- L. Upon Client request, provide charge master review to ensure that the provider is optimizing charges to drive revenue reimbursement.

**SECTION II
OBLIGATIONS OF THE CLIENT**

- 1. PEMT Program Eligibility. Client is and shall remain during the Term of this SOW eligible to receive supplemental reimbursement by meeting all of the following requirements continuously during the claiming period by: (i) providing emergency response and transportation services to recipients; (ii) remaining enrolled as a Florida Medicaid provider during the period being claimed; and (iii) remaining owned or operated by a public provider, including a state, city, county, or fire protection district.
- 2. The Client agrees and acknowledges that it is responsible for uploading data into a secure portal as directed by ADPI. Data includes, but is not limited to the following:
 - A. A CAD report that includes all calls during the period covered by the cost report.
 - B. Depreciation schedules as requested.
 - C. Capital expenditure reports as requested.
 - D. Personnel expenses as requested.
 - E. Copies of other expenses and expenditures as requested.
 - F. Source documentation for future audit responses when requested.

**SECTION III
PAYMENT**

- 1. Payment for PEMT Services. The terms set forth in this Section III are specific to the Client and unique to the Client's demographics, volume, and scope of services, among additional criteria. In consideration of the services rendered by ADPI under this PEMT SOW, the Client agrees to pay ADPI the following fees (the "PEMT Consulting Services Fee"):

Nine percent (9.00%) of the Client's reimbursement revenue received from AHCA.

Client acknowledges that the AHCA Reimbursement Amount shall be determined by the Medicaid cost settlement based on the Medicaid cost report submitted by Client to participate in the PEMT.

ADPI will invoice Client for the PEMT Consulting Fees within thirty (30) days of Client's receipt of the AHCA Reimbursement Amount. Client agrees to remit payment to ADPI within thirty (30) days of invoice receipt. If, as a result of an audit by AHCA or CMS, a refund is required of the Client, ADPI agrees to return the portion of the PEMT Consulting Fee that was paid on the amount being refunded.

**SECTION IV
TERM AND TERMINATION**

1. Term of Statement of Work. The term of this PEMT SOW shall begin as of the PEMT SOW Effective Date and shall continue for five (5) years ("PEMT SOW Initial Term") unless terminated in accordance with the provisions of the MSA. Following the PEMT SOW Initial Term, City shall have the option to renew for up to an additional five (5) one (1) year periods (each, a "PEMT SOW Renewal Term") by (i) providing ADPI written notice at least sixty (60) days prior to the end of the then current term, or (ii) upon mutual written agreement of the parties. The date on which this PEMT SOW terminates pursuant to the relevant provision in the MSA, shall be known as the "PEMT SOW Termination Date".
2. Termination. The termination or expiration of this PEMT SOW shall not affect the underlying MSA or any other statement of work between the Client and ADPI. Termination of the underlying MSA or PEMT SOW shall not relieve Client of the obligation to pay fees due and owing ADPI.
3. Termination without Cause. Either party may terminate this PEMT SOW without cause upon one hundred twenty (120) days' prior written notice to the other party.

Commented [A6]: Note to City: Amended in accordance with RFP Project Overview terms.

**SECTION V
GENERAL**

1. Order of Precedence. In the event of a conflict between the MSA and this PEMT SOW, the terms of this PEMT SOW will prevail.
2. Counterparts. This PEMT SOW may be executed in several counterparts, all of which taken together constitute the entire agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have caused this PEMT SOW to be signed by their duly authorized representatives as of the PEMT SOW Effective Date.

CITY OF RIVIERA BEACH

ADVANCED DATA PROCESSING, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit C
Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into this ___ day of _____ 2020 (the "Effective Date"), by and between the City of Riviera Beach, a Florida municipality, on behalf of itself and its affiliates and subsidiaries (collectively, "Covered Entity"), and R1 RCM Inc., a Delaware corporation, on behalf of itself and its subsidiaries (collectively, "Business Associate").

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate in order to evaluate a potential business transaction and pursuant to any underlying services agreement the parties may enter into (collectively "Service Agreement") in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), Subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("HITECH") and the regulations promulgated under HIPAA and HITECH, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information, at Title 45, Parts 160 and 164 (the "Privacy Rule") and the Standards for the Security of Electronic Protected Health Information, at Title 45, Parts 160 and 164 (the "Security Rule"), collectively referred to hereinafter as "HIPAA";

WHEREAS, in the course of providing services to Covered Entity ("Services") pursuant to the Service Agreement, Business Associate may be required to create, receive, maintain, or transmit Protected Health Information on behalf of Covered Entity; **AND**

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

WITNESSETH

1. Definitions. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meanings as those terms in HIPAA, except that the terms "Protected Health Information" and "Electronic Protected Health Information" (which may be collectively referred to herein as "PHI") shall have the meaning as set forth in HIPAA, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity in connection with the Service Agreement.

2. Uses and Disclosures of PHI. Business Associate shall not use or disclose PHI in any manner that is not permitted or required by the Service Agreement, this Agreement, or as Required By Law. The parties agree that the Business Associate may:

- (a) Use and disclose PHI to perform functions, activities, or Services for, or on behalf of, Covered Entity as specified in the Service Agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of HIPAA, or other applicable federal or State law if so used by a Covered Entity, unless such use or disclosure is expressly provided for in this Agreement;
- (b) Use and disclose PHI for the proper management and administration of the Business Associate and to meet its legal obligations, provided that the disclosures are Required By Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential 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 will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- (c) Aggregate PHI with the Protected Health Information of another covered entity as permitted under the Privacy Rule.

3. Safeguards Against Misuse of Information. Business Associate agrees to use appropriate physical, administrative, and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI; and (ii) prevent the use, disclosure of, or access to the PHI other than as provided for by this Agreement.

4. Privacy Rule Representations and Warranties. To the extent that Business Associate is requested by Covered Entity to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity.

5. Security Policies Representations and Warranties. Business Associate represents and warrants to Covered Entity that Business Associate will comply with the Security Rule with respect to Electronic PHI that it creates, receives, maintains, or transmits.

6. Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall report to Covered Entity: (i) any Security Incident; and (ii) any use or disclosure of the PHI not provided for by this Agreement or permitted by HIPAA, of which it becomes aware. This Section constitutes notice to Covered Entity of attempted but unsuccessful security incidents for which no additional notice to Covered Entity is required. For purposes of this Agreement, unsuccessful security incidents include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.

7. Reporting of Breaches. Business Associate shall notify Covered Entity in accordance with 45 C.F.R. § 164.410 of any Breach of such Unsecured Protected Health Information.

8. Mitigation of Harmful Effects. Business Associate agrees to take commercially reasonable steps to mitigate harmful effects from any Breach of Unsecured PHI or other Security Incident or inconsistent use or disclosure of PHI which Business Associate is required to report pursuant to this Agreement.

9. Agreements by Third Parties. Business Associate agrees to ensure that any agent or subcontractor, to whom it provides PHI, agrees in writing: (i) to restrictions and conditions with respect to use and disclosure of such PHI that are at least as restrictive as those that apply through this Agreement to Business Associate; and (ii) to the implementation of reasonable and appropriate privacy and security safeguards to protect PHI.

10. Documentation of Disclosures. 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 45 C.F.R. § 164.528.

11. Accounting of Disclosures. Within twenty (20) business days of written notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an Individual, Business Associate shall make available to Covered Entity such information as would be required to permit Covered Entity to respond to such request as required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate Business Associate shall within (5) business days forward such request to Covered Entity.

12. Access to Information. Within ten (10) business days of a written request by Covered Entity for access to PHI about an Individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such information as would be required to permit Covered Entity to meet the access requirements under 45 C.F.R. § 164.524. In the event any Individual requests access to PHI directly from Business Associate, Business Associate shall, within five (5) business days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

13. Availability of PHI for Amendment. Within ten (10) business days of receipt of a written request from Covered Entity for the amendment of an Individual's PHI contained in a Designated Record Set, Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

14. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining compliance with HIPAA. In responding to any such request, Business Associate shall notify Covered Entity and promptly afford Covered Entity the opportunity to exercise any rights it may have under the law relating to documents or information protected from disclosure by obligations of confidentiality.

15. Obligations of Covered Entity

- (a) **Consent.** Covered Entity agrees to obtain any consent, authorization or permission that may be required by the Privacy Rule or any other applicable federal or state laws and/or regulations prior to furnishing Business Associate PHI pertaining to an Individual; and
- (b) **Restrictions.** Covered entity agrees that it will inform Business Associate of any PHI that is subject to any arrangements permitted or required of Covered Entity under the Privacy Rule that may materially impact in any manner the use and/or disclosure of PHI by Business Associate under the Service Agreement, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 and agreed to by Covered Entity.
- (c) **Minimum Necessary.** Covered Entity shall only request, use or disclose the minimum necessary PHI to accomplish its obligations under the Services Agreement or this Agreement.
- (d) **Permissible Requests.** 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 a Covered Entity.

16. Term. The term of this Agreement shall commence on the Effective Date, and shall terminate upon the earlier to occur of: (i) the termination of the Service Agreement for any reason or (ii) the termination of this Agreement pursuant to the provisions herein.

17. Termination for Cause. Either party may terminate this Agreement due to a material breach of this Agreement by the other party upon giving the other party thirty (30) days prior written notice; provided the breaching party does not cure the breach prior to the effective date of termination. Any dispute regarding any such alleged breach and/or cure shall be resolved in accordance with the dispute resolution provisions of the Service Agreement, if any.

18. Effect of Termination of Services. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity, or, at Covered Entity's direction, destroy, all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further use of the PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to the Covered Entity that such PHI has been destroyed. The provisions of this Section 18 shall survive the termination of the Service Agreement and this Agreement, and shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

19. Interpretation. This Agreement and the Service Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA.

20. **Third Party Rights.** The terms of this Agreement are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate.

21. **Notices.** Any notices to be given hereunder shall be in accordance with the notification procedures identified in the Service Agreement except that notices for HIPAA Privacy, Security and other BAA related issues shall be addressed to the person and address set forth below (or to such other person or address as either party may so designate from time to time).

To Covered Entity: Email: JCurd@rivierabeach.org
Attn: Chief John Curd
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404
Tel: (561) 845-4104

Commented [A7]: Note to City: Please supply contact information.

To Business Associate: Email: Privacy@r1rcm.com
Attn: Chief Privacy Officer, Compliance and Risk Dept.
R1 RCM Inc.
401 N. Michigan Avenue, Suite 2700
Chicago, IL 60611
Tel: 312 324 7280

22. **Regulatory References.** A reference in this Agreement to a section in the HIPAA means the section as in effect or as amended, and for which compliance is required.

23. **Governing Law.** This Agreement will be governed by the laws of the State of Illinois.

24. **No Waiver.** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

25. **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

26. **Independent Contractor.** None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the parties evidencing their business relationship.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

CITY OF RIVIERA BEACH

R1 RCM Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

