Docusign Envelope ID: 30582509-A294-4AB1-82C2-EB0D2654E99F

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Oracle SaaS Software Subscription Services for the 1Cloud ERP System

Requested Action and Justification:

Recommend approval of Single Source award to Oracle America, Inc. for the annual subscription renewal for Oracle SaaS Subscription Services for the 1Cloud ERP System. The period of coverage will be from March 30, 2026 through March 29, 2027. The total not-to-exceed award amount will be $1,463,698.88.

This award will be executed by formal contract (Oracle Ordering Document #10729130.a2) through the Office of General Counsel.

Supplier:	Oracle America, Inc.	**Basis of Award:**	N/A	**BID Opening Date:**	

POA #:	N/A	**PO #:**	TBD	**Change Order #:**	N/A
Solicitation #:	SS 17624 26	**Contract #:**	TBD	**Contract ADM #:**	N/A
Term:	1 year	**Options:**	0	**Options Used:**	N/A

Federally Funded:	No	**JSEB Rec:**	N/A
Licenses Verified:	N/A	**JSEB %:**	N/A
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	53101	**Center:**	113002	**Acct:**	531180	**Proj:**	000000	**Activity:**	00000493	$ 1,463,698.88
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 1,463,698.88	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	TSOD:OFFICE OF THE DIRECTOR			
Concurrence:	Signed by: Eastman, Paul 109B29BB73C646C...	**Title:**	ASST INFO TECH OFFICER - ENTERPRISE APPLICATIONS MANAGER	3/10/2026
Concurrence:	Nihal Kekec	**Title:**	ASST INFO TECH OFFICER-TECHNOLOGY SOLUTIONS FINANCE MANAGER	3/10/2026
Concurrence:	Signed by: Kendrick, Wanyonyi E2017D8B4B0C4D5...	**Title:**	DIRECTOR OF TECHNOLOGY SOLUTIONS	3/10/2026
Concurrence:	F3E522F095434F5...	**Title:**		

Procurement Analyst/Buyer:	Signed by: Simpson, Sandy 309A0368E9B74A5...	**Chief of Procurement:**	Signed by: Robert Warenburg, for Dustin Freeman 3/17/2026
Name:	Simpson, Sandy	**Name:**	Dustin L. Freeman 4812CA1D431247A...

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:		**Action:**	
Members who disapprove:		**Signature:**	
Date:		**Date:**	

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PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

Docusign Envelope ID: 30582509-A294-4AB1-82C2-EB0D2654E99F

A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Technology Solutions Department
Ed Ball Building
214 N. Hogan Street, Suite 900
Jacksonville, Florida 32202
(904) 630-CITY
www.jacksonville.gov

M E M O R A N D U M

TO: Dustin L. Freeman, Chief of Procurement Division

THROUGH: Wanyonyi Kendrick, Director of Technology Solutions Signed by: Wanyonyi Kendrick F3E522F095434F5...

FROM: Paul Freeman, Enterprise Applications Manager Signed by: Paul Freeman 120B23B973D646C...

SUBJECT: Oracle SaaS Subscription Services for the 1Cloud ERP System

DATE: February 18, 2026

The Technology Solutions Department (TSD) requests approval of an annual Single Source award to Oracle America, Inc. for Software as a Service (SaaS) Subscription Services for the 1Cloud ERP System.

Oracle America, Inc. is the sole source developer of all software program licenses utilized in the functionality of the proprietary 1Cloud ERP programs. Market research conducted has found that Oracle America, Inc. is the only supplier authorized to provide technical support for said programs.

The period of coverage will be from March 30, 2026, through March 29, 2027. The requested total not-to-exceed award amount is $1,463,698.88.

This award will be executed through a formal contract (Oracle America, Inc. Ordering Document #10729130.a2) and processed via Purchase Order.

FUNDING SOURCE: 53101.113002.531180.000000.00000493.00000.0000000 Signed by: Nihal Kekec E2017D8B4B0C4D5...

Your favorable consideration of TSD's request is appreciated.

CC: Thomas Ossi, Technology Contract and Records Manager
Ruben Ola, IT Contract Compliance Analyst
David Klages, IT Contract Administrator

Attachments: Single Source Justification Form
Supplier's Single Source Letter
Supplier's Proposal/Quote

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FINANCE & ADMINISTRATION DEPARTMENT, PROCUREMENT DIVISION

JUSTIFICATION FOR SINGLE SOURCE (JSS)	
Pursuant to the City of Jacksonville Procurement Code§ 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.	
1. Requesting Agency:	Information Technologies
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the city need these particular goods or services?***	The Technology Solutions Department (TSD) requests approval of an annual Single Source award to Oracle America, Inc. for Software as a Service (SaaS) Subscription Services for the 1Cloud ERP System. The period of coverage will be from March 30, 2026, through March 29, 2027. The requested total not-to-exceed amount $1,463,698.88.
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:	Oracle America, Inc. is the sole source developer of all software program licenses utilized in the functionality of the proprietary 1Cloud ERP programs. Market research conducted has found that Oracle America, Inc. is the only supplier authorized to provide technical support for said programs.
4. Date of Request	1/30/2025

5. Summary of Market Research

[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[David Klages, IT Contract Administrator, conducted research and found that Oracle America, Inc. is the only supplier authorized to provide technical support services for the proprietary programs for the 1Cloud ERP system. In addition, the supplier has provided a Single Source letter to confirm its status.]

6. Conflict of Interest (Must Check)

√ By checking this box, I affirm that there are no actual, potential, or perceived conflicts of interest with the entity in which I am requesting a single source award. Conflict of Interest shall be interpreted consistent with *Chapter 112, Florida Statutes*.

7. Other Documentation (Check and attach all that apply)

√ Supplier Quote

√ Single Source Memo signed by Director

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☐ Other [Click here to list other documentation.]

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500 Oracle Pkwy
Redwood City, CA 94065

10/30/2025

Tom Ossi
City of Jacksonville
214 N. Hogan Street
9th Floor
JACKSONVILLE, FL 32202

Dear Tom,

This letter is to confirm that Oracle has the unique expertise and capabilities to support Oracle program licenses. Oracle creates the proprietary program updates that may be provided as part of Oracle's technical support services. As the sole source of technical support services (including the proprietary program updates created by Oracle), Oracle offers the services to Oracle customers for purchase on an annual basis either directly from Oracle or, on limited occasion, indirectly from an Oracle authorized reseller of the services. For more detailed information about Oracle's technical support services, refer to Oracle's technical support policies located at http://www.oracle.com/us/support/policies/index.html.

Please contact me should you have questions.

Regards,

Mavis Waters
National Account Manager, Oracle Support Services
Oracle America, Inc.
Mobile: 301-641-0727
mavis.waters@oracle.com

ORACLE

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	City of Jacksonville	**Contact**	Paul Freeman
Address	117 W Duval St Ste 400 STE 115 Jacksonville FL 32202	**Phone Number**	9042558062
		Email Address	pfreeman@coj.net

Renew Subscription Term: 30-Mar-2026 to 29-Mar-2027

Services Period: 12 months

Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B88581 - Oracle Additional Environments for Oracle Profitability and Cost Management Cloud Service - Test Environment	NORTH AMERICA	1	12 mo	212.60	2,551.19
B88577 - Oracle Additional Environments for Oracle Enterprise Planning and Budgeting Cloud Service - Test Environment	NORTH AMERICA	1	12 mo	212.60	2,551.19
B88576 - Oracle Additional Environments for Oracle Enterprise Performance Reporting Cloud Service - Test Environment	NORTH AMERICA	1	12 mo	212.60	2,551.19
B88579 - Oracle Additional Environments for Oracle Financial Consolidation and Close Cloud Service - Test Environment	NORTH AMERICA	1	12 mo	212.60	2,551.19
B79785 - Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User	NORTH AMERICA	35	12 mo	10.20	4,286.00
B85698 - Oracle Enterprise Planning and Budgeting Cloud Service - Hosted Named User	NORTH AMERICA	200	12 mo	21.26	51,023.83
B85802 - Oracle Financial Consolidation and Close Cloud Service - Hosted Named User	NORTH AMERICA	35	12 mo	21.26	8,929.17

Services Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B86152 - Oracle Profitability and Cost Management Cloud Service - Hosted Named User	NORTH AMERICA	20	12 mo	42.52	10,204.77
B69729 - Oracle Fusion Inventory Management Cloud Service - Hosted Named User	NORTH AMERICA	10	12 mo	16.33	1,959.52
B86836 - Oracle Fusion Financials Cloud Service - Hosted Employee	NORTH AMERICA	10000	12 mo	0.93	111,972.53
B86845 - Oracle Fusion Supplier Qualification Management Cloud Service - Hosted Employee	NORTH AMERICA	10000	12 mo	0.75	89,578.02
B86846 - Oracle Fusion Sourcing Cloud Service - Hosted Employee	NORTH AMERICA	10000	12 mo	0.75	89,578.02
B86847 - Oracle Fusion Procurement Contracts Cloud Service - Hosted Employee	NORTH AMERICA	10000	12 mo	0.75	89,578.02
B86852 - Oracle Fusion Project Management Cloud Service - Hosted Employee	NORTH AMERICA	10000	12 mo	0.37	44,789.01
B86854 - Oracle Fusion Task Management Cloud Service - Hosted Employee	NORTH AMERICA	10000	12 mo	0.19	22,394.51
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	291.60	3,499.14
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	291.60	3,499.14
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	291.60	3,499.14
B86838 - Oracle Fusion Expenses Cloud Service - Hosted Employee	NORTH AMERICA	10000	12 mo	0.09	11,197.25
B86840 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted Employee	NORTH AMERICA	10000	12 mo	0.09	11,197.25
B86841 - Oracle Fusion Document Recognition Cloud Service - Hosted Employee	NORTH AMERICA	10000	12 mo	0.09	11,197.25
B86843 - Oracle Fusion Purchasing Cloud Service - Hosted Employee	NORTH AMERICA	10000	12 mo	0.75	89,578.02
B86844 - Oracle Fusion Supplier Portal Cloud Service - Hosted Employee	NORTH AMERICA	10000	12 mo	0.75	89,578.02
B86848 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Employee	NORTH AMERICA	10000	12 mo	0.19	22,394.51
B86849 - Oracle Fusion Project Contract Billing Cloud Service - Hosted Employee	NORTH AMERICA	10000	12 mo	0.75	89,578.02

Services Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B86850 - Oracle Fusion Project Financials Cloud Service - Hosted Employee	NORTH AMERICA	10000	12 mo	0.93	111,972.53
B86853 - Oracle Fusion Project Resource Management Cloud Service - Hosted Employee	NORTH AMERICA	10000	12 mo	0.19	22,394.51
B86855 - Oracle Fusion Grants Management Cloud Service - Hosted Employee	NORTH AMERICA	10000	12 mo	0.47	55,986.26
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	NORTH AMERICA	11000	12 mo	1.11	145,928.16
B87388 - Oracle Fusion Human Resource Help Desk Cloud Service - Hosted Employee	NORTH AMERICA	10000	12 mo	0.19	22,394.51
B110322 - Oracle Fusion Payroll Cloud Service for United States - Hosted Compensated Individual	NORTH AMERICA	11000	12 mo	0.33	43,109.42
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	NORTH AMERICA	10000	12 mo	0.14	16,795.88
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	291.60	3,499.14
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	291.60	3,499.14
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	291.60	3,499.14
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	291.60	3,499.14
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	291.60	3,499.14
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	291.60	3,499.14
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	291.60	3,499.14
B87365 - Oracle Fusion HIPAA Cloud Service - Each	NORTH AMERICA	1	12 mo	388.79	4,665.52
B85242 - Oracle Fusion Learning Cloud Service - Hosted Named User	NORTH AMERICA	10000	12 mo	0.17	20,409.53
B67291 - Oracle Fusion Goal Management Cloud Service - Hosted Named User	NORTH AMERICA	10000	12 mo	0.09	11,197.25

Services Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B67293 - Oracle Fusion Performance Management Cloud Service - Hosted Named User	NORTH AMERICA	10000	12 mo	0.09	11,197.25
B67294 - Oracle Fusion Talent Review and Succession Management Cloud Service - Hosted Named User	NORTH AMERICA	10000	12 mo	0.05	5,598.63
B67295 - Oracle Fusion Workforce Compensation Cloud Service - Hosted Named User	NORTH AMERICA	10000	12 mo	0.14	16,795.88
B81291 - Oracle Fusion Career Development Cloud Service - Hosted Named User	NORTH AMERICA	10000	12 mo	0.05	5,598.63
B72234 - Oracle RightNow Universal Policy Automation Tier 3 Sessions Service Period Pool - 100 Sessions - Pooled Capacity	NORTH AMERICA	1000	12 mo	2.81	2,806.31
B86967 - Oracle Policy Automation Agent Cloud Service - Hosted Named Seat Month	NORTH AMERICA	50	12 mo	6.80	340.16
B88490 - Oracle RightNow Enterprise Contact Center Dynamic Agent Desktop Cloud Service - Hosted Named Seat Month	NORTH AMERICA	2400	12 mo	21.26	51,023.83
B68251 - Oracle RightNow Emails Sent Service Period Pool - 100 Emails Sent - Pooled Capacity	NORTH AMERICA	1200	12 mo	0.10	122.46
B72237 - Oracle RightNow Universal Core ServiceTier 1 Sessions Service Period Pool - 100 Sessions - Pooled Capacity	NORTH AMERICA	21000	12 mo	0.54	11,429.34
B78444 - Oracle Policy Automation Collaboration Cloud Service - Hosted Named Seat Month	NORTH AMERICA	5	12 mo	8.50	42.52
B82256 - Oracle RightNow Non-Contact Center User Cloud Service - Hosted Non-Contact Center Named Seat Month	NORTH AMERICA	3500	12 mo	2.13	7,440.98
			Subtotal		1,461,459.43

Expansion at Renewal Term Through: 29-Mar-2027

Services Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B87388 - Oracle Fusion Human Resource Help Desk Cloud Service - Hosted Employee	NORTH AMERICA	1000	12 mo	0.19	2,239.45
			Subtotal		2,239.45

Fee Description	Net Fee
Cloud Services Fees	1,463,698.88
Net Fees	1,463,698.88
Total Fees	1,463,698.88

A. Terms of Your Order

1. Applicable Agreement:

a. Public Sector Agreement for Cloud Services US-CSA-CPQ-684547 effective 28-MAR-2018

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 30-MAR-2026

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services ordered may be accessed at http://www.oracle.com/contracts. To the extent Your Cloud Services include AI Functionality, the Service Specifications for such Cloud Services include the Oracle Artificial Intelligence Terms.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services.

B. Additional Order Terms

1. Option Periods

For clarification purposes, you shall have an option to renew your subscription for the same services listed in the table above at the same usage limits for Two (2) additional Twelve (12) Months renewal periods (each an "Option Period") for the fees specified in the table above. Professional Services are not included in the Option Years.

Option Period 1 (commencing the day after the last day of the Services Period specified on this order): $[Total 12 -month annualized Cloud Services fees for the Services Period under this order] x 1.05

Option Period 2: $[Total 12-month annualized Cloud Services fees for Option Year 1] x 1.05

You must provide Oracle a minimum of 30 days' notice prior to the expiration of a service term of your intent to exercise an Option Year and execute an order for the new option period prior to the expiration date of the existing services period. The Cloud Services listed above may not be renewed at the Option Year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this order.

2. Linking Language

You acknowledge and agree that the terms and conditions of this document are contingent upon the simultaneous execution of the document (s) with the footer(s) Cloud_Cloud Service Agreement Amendment_v040524_US_ENG_Q 20329382 between the parties (the "Contingent Document(s)"). If the parties do not simultaneously execute the Contingent Document(s) with this document, then this document shall be deemed to have no legal effect, even if executed.

3. Business Associate Agreement

You and Oracle have executed the Business Associate Agreement (the "BAA") attached as an exhibit to this order. So long as You maintain a license to Part # B87365 Oracle Fusion HIPAA Cloud Service the Oracle Cloud Services under this order will be covered by Oracle's HIPAA assessment and the BAA applies to such Cloud Services. If You terminate Your subscription to any of the applicable Part(s) listed above but continue Your subscription to the other Cloud Services, then the other Cloud Services will no longer be covered by Oracle's HIPAA assessment for such Cloud Services and the BAA will no longer apply to such Cloud Services.

4. RightNow Hosting URL

Unless You and Oracle agree otherwise, the URL for Your Oracle RightNow Cloud Services will be based on Oracle's standard naming convention (e.g., http: customername.custhelp.com).

City of Jacksonville		Oracle America, Inc.	
Signature		Signature	
Name		Name	
Title		Title	
Signature Date		Signature Date	

BILL TO / SHIP TO INFORMATION

Bill To		**Ship To**	
Customer Name	City of Jacksonville	**Customer Name**	City of Jacksonville
Customer Address	117 W Duval St Ste 400 STE 115 Jacksonville FL 32202	**Customer Address**	Ed Ball 9th Floor 214 North Hogan Street 9TH FLOOR JACKSONVILLE FL 32202
Contact Name	Paul Freeman	**Contact Name**	Paul Freeman
Contact Phone	9042558062	**Contact Phone**	9042558062
Contact Email	pfreeman@coj.net	**Contact Email**	pfreeman@coj.net

ORACLE

ORACLE BUSINESS ASSOCIATE AGREEMENT

ORACLE CONTRACT INFORMATION

This Business Associate Agreement amends the Contract Order Reference: 10729130.a2, dated _____, and all amendments and addenda thereto (the "Exhibit") between you and Oracle America, Inc. ("Oracle").

WHEREAS you represent that the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 and all implementing regulations of the U.S. Department of Health & Human Services (collectively "HIPAA"), govern your use of Electronic Protected Health Information ("ePHI") (as defined by 45 C.F.R. § 160.103);

WHEREAS Oracle recognizes your obligations under HIPAA require service providers that create, receive, maintain or transmit ePHI to agree to certain contractual terms and conditions designed to maintain the privacy and security of such ePHI;

THEREFORE, the parties agree to the following:

I. In the event that the Exhibit requires Oracle to access, receive, maintain or transmit your ePHI, Oracle will take the following measures designed to protect the privacy and security of such ePHI, unless otherwise required by law:

A. Not use or further disclose such ePHI other than as permitted or required by the Exhibit.

B. Use appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of such ePHI and comply, where applicable to Oracle in its performance of the services, with 45 C.F.R. § 164 Subpart C, to prevent the use or disclosure of such ePHI other than as provided under the Exhibit; additional information concerning such measures may be specified in the Exhibit.

C. Report to you any use or disclosure of such ePHI in violation of the terms of the Exhibit of which Oracle becomes aware, including within 72 hours confirmed Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 (as those terms are defined by 45 C.F.R. § 164.402) and will report to you Security Incidents (as defined by 45 CFR 164.304). Such report shall include the identification of each individual, to the extent known by Oracle, whose unsecured protected health information has been, or is reasonably believed by Oracle to have been, accessed, acquired or disclosed during such breach. To the extent known, Oracle shall also provide you with: a brief description of what happened, including the date of the breach and the date of the discovery of the breach; a description of the types of unsecured ePHI that were involved in the breach; and a brief description of what Oracle is doing to investigate the breach, remediate its cause, and protect against any further breaches of the same or similar nature.

D. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), ensure that any subcontractors that access, receive, maintain, or transmit such ePHI on Oracle's behalf in its provision of services under the Exhibit agree in all material respects to the same restrictions and conditions that apply to Oracle with respect to such ePHI under the Exhibit.

E. Make available to you any requests received by Oracle from individuals to inspect or obtain a copy of their ePHI in accordance with 45 C.F.R. § 164.524.

F. Make available to you any requests received by Oracle from individuals to have their ePHI amended in accordance with 45 C.F.R. § 164.526.

G. Make available to you any requests received by Oracle from individuals for an accounting of disclosures of ePHI in accordance with 45 C.F.R. § 164.528.

H. Make its internal practices, books and records relating to the use and disclosure of such ePHI available to the Secretary of the United States Department of Health and Human Services or his or her designee for purposes of determining your compliance with 45 C.F.R. § 164 Subpart E .

I. At the end of the services under the Exhibit or upon termination thereof in accordance with its terms, if feasible and at your request, Oracle shall return or destroy any such ePHI then in its possession in any form, and retain no copies of such ePHI. If such return or destruction is not feasible, Oracle will extend the protections specified in the ordering document to such ePHI and limit further uses and disclosures to those purposes that make its return or destruction of such ePHI infeasible.

II. Additional Terms

A. You may terminate the applicable Exhibit if Oracle is in material breach of the obligations stated in this Business Associate Agreement and fails to correct the breach within 30 days of written specification of the breach.

B. If Oracle knows of a pattern of activity or practice of a subcontractor that constitutes a material breach of the subcontractor's obligation of the contract executed with Oracle in accordance with Section I.D above, Oracle will promptly require the subcontractor to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the contract, if feasible.

C. The terms and conditions of this Business Associate Agreement shall survive termination of the Exhibit.

D. When using or disclosing such ePHI or when requesting such ePHI from you, the parties shall make reasonable efforts to limit ePHI to the minimum necessary to accomplish the intended purposes of the use, disclosure or request.

E. You agree to follow any ePHI handling procedures that are specified in the Exhibit.

Subject to the modifications herein, the Exhibit shall remain in full force and effect.

The effective date of this Business Associate Agreement is _____.{*to be completed by Oracle*}.

City of Jacksonville	**Oracle America, Inc.**
Authorized Signature: _____	*Authorized Signature:* _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____