


Date: September 20, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Award of a Competitive Bid Waiver Contract: Emergency Medical Services
Billing

Agenda Item No. 8(O)(1)(D)

Resolution No. R-734-11

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the waiver of formal bid procedures and bid protest procedures pursuant to Section 5.03(D) of the Home Rule Charter and Sections 2-8.1 and 2-8.4 of the County Code by two-thirds vote of the Board members present in order to approve award of a competitive bid waiver contract to Advanced Data Processing, Inc. to provide Emergency Medical Services Billing and Collections to the Miami-Dade Fire Rescue Department. The County has secured a contract with built-in safeguards that allow the County to continuously monitor the performance of the firm and ensure the maximum possible collections. The terms and conditions of this contract are favorable to the County and include lower fees than the current contract.

CONTRACT NUMBER: CBW600-0/15

CONTRACT TITLE: Emergency Medical Services Billing

TERM: Five years

METHOD OF AWARD: Competitive Bid Waiver

PREVIOUS CONTRACT AMOUNT: \$4,530,000 for five years

CONTRACT AMOUNT: Fees to the vendor are projected to be \$5,000,000* for five years

*The actual contract amount will be based on fees actually collected by the awarded vendor. The value noted in this item is a projection of fees based on actual collections for emergency response services. Collections have increased from \$12.9 million in FY 2007 to more than \$29 million in FY 2009, and are expected to increase.

BACKGROUND

On December 27, 2007, the County issued RFP No. 600-2122 under full and open competition for Emergency Medical Services (EMS) Billing. The solicitation was initially structured to achieve the highest revenue for the County with a Minimum Annual Guarantee (MAG). The Selection Committee evaluated five proposals and recommended negotiations

with Advanced Data Processing Inc. (ADPI), the highest ranked proposer. Following several unsuccessful negotiations meetings and consultation with the County Attorney's Office (CAO), the Negotiations Team recommended that negotiations with ADPI be terminated. The firm was unable to honor its MAG offer to the County. In addition, staff recommended that the County reject all proposals, waive competitive bidding and bid protest procedures, and authorize competitive negotiations with the two highest ranked firms. On March 3, 2009, the Board directed staff to conduct competitive negotiations among the three top ranked firms: Advanced Data Processing, Inc. (ADPI), Apollo Health Street, and PerSe McKesson.

The Negotiations Team requested best price offers from the three firms on April 23, 2009. All three firms requested that the MAG requirement be removed from the price evaluation criteria. The Negotiations Team met with representatives of each firm on several occasions and closely consulted with the CAO during this process. As a result of these meetings, a new price proposal format was developed. All three firms agreed with the new price proposal format. The Negotiations Team issued the request for price proposal offers on July 17, 2009. All three firms responded with their price offers. Due to the narrow margin of difference in proposed prices of ADPI and PerSe, the Negotiations Team decided to conduct site visits. The site visits were performed in September 2009. A list of questions was provided to both vendors prior to the site visits. Additional questions were asked by the Negotiations Team during the site visits and both vendors provided satisfactory responses to all questions. The Negotiations Team reconvened on September 9, 2009 to finalize the deliberations. The two voting members were unable to reach consensus.

Due to this impasse and careful review of the situation in accordance with the direction provided by the Board in its March 3, 2009 meeting, a new Negotiations Team was appointed by the County Manager on January 25, 2010. The Negotiations Team recommended PerSe for the contract. The County Manager's recommendation was filed with the Clerk of the Board on June 1, 2010. On June 4, 2010, Advanced Data Processing, Inc. (ADPI) filed a protest. After careful review of the arguments raised by ADPI, the County Manager determined that the award recommendation be rescinded as additional contract value could be achieved by continuing negotiations with the three top ranked firms.

A Request to Negotiate (RTN) was issued on September 22, 2010. PerSe McKesson and ADPI submitted proposals in response to the RTN. The Negotiations Committee reviewed the two proposals and conducted one-on-one sessions with both proposers to discuss the best value features offered by each firm. After completion of discussion sessions, both firms were given opportunities to present their final contract offers. The final offers were reviewed by the Negotiations Committee, and were presented to the Directors of Miami-Dade Fire Rescue and Procurement Management Departments as viable offers. Both directors reviewed the final contract offers and recommended that the County enter into a contract with ADPI as the pricing, terms and conditions of this contract are the most favorable to the County in the following areas:

The proposed contract offers significantly lower fees than the current contract. Miami-Dade Fire Rescue (MDFR) currently pays a flat fee of 5.25% for all Non-Medicaid collections and there is no charge for Medicaid collections. Under the proposed contract, the County will pay a fee of 2.50% for all non-Medicaid collections and \$12.50 for each Medicaid transport. The 2.75% reduction in vendor fee will translate into overall higher revenue for the County as compared to the current contract even though the County will be paying for Medicaid collections. Tables in Attachment A depict a comparison of revenue based on the number of

transports for Fiscal Years 2009 and 2010 and is based on the assumption that 50% of the fee is collected for Non-Medicaid transports.

The proposed contract includes clear, concrete, and enforceable performance measures to safeguard against any loss of revenue, and to maximize the revenue stream for MDR. Advanced Data Processing, Inc. (ADPI) is currently providing these services to the County and there are no performance issues.

**USING/MANAGING AGENCY
 AND FUNDING SOURCE:**

| <u>Department</u> | <u>Allocation</u> | <u>Funding Source</u> | <u>Contract Manager</u> |
|------------------------|-------------------|-------------------------|-------------------------|
| Miami-Dade Fire Rescue | \$5,000,000 | Fire Transport Revenues | Vivian Elespe |
| Total | \$5,000,000 | | |

CONTRACTING OFFICER: Namita Uppal, Department of Procurement Management

**VENDOR RECOMMENDED
 FOR AWARD:**

| <u>Vendor</u> | <u>Address</u> | <u>Principal</u> |
|---|--|------------------|
| Advance Data Processing, Inc. (Local vendor) | 5520 NW 165 th Street, Suite 201 Miami, FL 33169 | Doug Shamon |

PERFORMANCE DATA: There are no performance issues with the recommended firm.

COMPLIANCE DATA: There are no compliance issues with the recommended firm.

**REVIEW COMMITTEE
 DATE:** October 24, 2007; Item# 6-03

CONTRACT MEASURES: A Small Business Enterprise Selection Factor was applied in accordance with the Ordinance.

LIVING WAGE: The Living Wage Ordinance is not applicable.

USER ACCESS PROGRAM: The User Access Program Provision will apply. The 2% program discount will be collected on all charges paid to the vendor.

LOCAL PREFERENCE: The Local Preference Ordinance is not applicable.

**ESTIMATED CONTRACT
COMMENCEMENT DATE:**

Upon approval by the Board and expiration of the
Mayoral veto period.

DELEGATED AUTHORITY:

If this item is approved, the County Mayor or
designee will have the authority to exercise, at
County Mayor's or designee's discretion, contract
modifications, subsequent options-to-renew and
other extensions in accordance with the terms
and conditions of the contract.



County Manager/Deputy Mayor

ATTACHMENT A

| Fee for Medicaid Transports | | | | | |
|---|------------------------------|------------------------------------|--|------------------------------------|---|
| Current Contract | | | | | |
| Vendor | Fee Charge by the Vendor (A) | Number of Transports for FY 09 (B) | Fee paid by the County for FY 09 (A x B) | Number of Transports for FY 10 (C) | Fee paid by the County for FY 10 (A x C) |
| ADPI | \$0 | 13,697 | \$0 | 15,532 | \$0 |
| Proposed Contract | | | | | |
| Vendor | Fee Charge by the Vendor (A) | Number of Transports for FY 09 (B) | Fee that would have been paid by the County for FY09 (A x B) | Number of Transports for FY 10 (C) | Fee that would have been paid by the County for FY 10 (A x C) |
| ADPI | \$12.50 | 13,697 | \$171,212.5 | 15,532 | \$194,150 |
| <i>In the final offer for the proposed contract, Per Se's fee to the County was \$7.00. For FY 09 the County would have paid \$95,879 and for FY 10 the County would have paid \$108,724 to Per Se.</i> | | | | | |

| Fee for Non-Medicaid Transports | | |
|--|-----------------|-----------------|
| | FY 09 | FY 10 |
| Number of Non-Medicaid Transports (A) | 89,672 | 80,102 |
| Average Patient Fee* (B): | \$625.00 | \$625.00 |
| Total Collection** (A x B): | \$28,022,500.00 | \$25,031,875.00 |
| ADPI Fee Charge to the County for the Proposed Contract (2.5% of Total Collection) As Submitted In The Final Offer: | \$700,562.50 | \$625,796.88 |
| PerSe Fee Charge to the County As Submitted In The Final Offer (3.35% of the Total Collection): | \$938,753.75 | \$838,567.81 |
| ADPI Fee Charge to the County In The Current Contract (5.25% of the Total Collection): | \$1,471,181.25 | \$1,314,173.44 |
| PerSe Fee Charges For The Final Offer - ADPI Fee Charges For The Final Offer (Proposed Contract): | \$238,191.25 | \$212,770.94 |
| ADPI Current Fee Charges - ADPI Fee Charges For The Final Offer (Proposed Contract): | \$770,618.75 | \$688,376.56 |
| *Based on Average of 4 Patient Fees (ALS1, ALS2, BLS, and Specialty Care) Average Patient Fee = (600 + 800 + 500 + 600) / 4 = 625 | | |
| **Based on the assumption that the collection is 50% of the average patient fee | | |

| Net Difference (Current Contract vs. Proposed Contract) for Medicaid and Non-Medicaid Transports | | |
|---|---------------------|---------------------|
| | FY 09 | FY 10 |
| ADPI Total Fee Charges to the County for the Current Contract: | \$1,471,181.25 | \$1,314,173.44 |
| ADPI Total Fee Charges to the County for the Proposed Contract: | \$871,775 | \$819,946.88 |
| Net Difference (Current Contract vs. Proposed Contract): | \$599,406.25 | \$494,226.56 |

5



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: September 20, 2011

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(D)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's , 3/5's , unanimous) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved  Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(D)
9-20-11

RESOLUTION NO. R-734-11

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT IN THE ESTIMATED AMOUNT OF \$5,000,000.00 BASED ON COMMISSIONS WITH ADVANCED DATA PROCESSING, INC TO OBTAIN EMERGENCY MEDICAL SERVICES BILLING AND COLLECTIONS TO THE MIAMI-DADE FIRE RESCUE DEPARTMENT, WAIVING THE REQUIREMENTS OF SECTIONS 2-8.3 AND 2-8.4 OF THE MIAMI-DADE COUNTY CODE, PERTAINING TO FORMAL BID PROCEDURES AND BID PROTESTS, BY A TWO-THIRD VOTE OF THE BOARD MEMBERS PRESENT, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. CBW600-0/15

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the execution of an agreement in the estimated amount of \$5,000,000 based on commissions with Advanced Data Processing, Inc. to obtain emergency medical services billing and collections to the Miami-Dade Fire Rescue Department, waiving the requirements of Sections 2-8.3 and 2-8.4 of the Miami-Dade County Code, pertaining to Formal Bid Procedures and Bid Protests, by a two-third vote of the Board members present, authorizing the County Mayor or County Mayor's Designee to execute an agreement for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions, and to exercise all other rights contained therein, therefore,

competitive bidding is waived in this instance pursuant to Section 5.03(D) of the Home Rule Charter by a two-third (2/3) vote of the Board members present.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan** who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

| | |
|-------------------------------------|--------|
| Joe A. Martinez, Chairman | aye |
| Audrey M. Edmonson, Vice Chairwoman | aye |
| Bruno A. Barreiro | aye |
| Lynda Bell | aye |
| Esteban L. Bovo, Jr. | aye |
| Jose "Pepe" Diaz | aye |
| Sally A. Heyman | aye |
| Barbara J. Jordan | aye |
| Jean Monestime | aye |
| Dennis C. Moss | aye |
| Rebeca Sosa | aye |
| Sen. Javier D. Souto | aye |
| Xavier L. Suarez | absent |

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of September, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

Contract No. CBW600-0/15
Emergency Medical Services Billing

THIS Emergency Medical Billing Agreement ("AGREEMENT") made and entered into as of this ____ day of _____, 2011 by and between Advanced Data Processing, Inc., a corporation organized and existing under the laws of the State of Florida, having its local office at 6451 N. Federal Highway, Suite 1000, Fort Lauderdale, FL 33308 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Emergency Medical Services Billing and Collection services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Final Offers for Emergency Medical Services Billings and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the County has rejected all proposals submitted in response to RFP600-2/22 and authorized a competitive bid waiver to conduct negotiations with the firms including Contractor; and,

WHEREAS, the Contractor has submitted a written proposal dated January 26, 2011, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the Contractor has agreed to comply with all other terms of the RFP600-2/22; and,

WHEREAS, the County desires to procure from the Contractor such EMS Billing and Collection services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), the Contractor's Proposal in response to the Request for Final Offers, County's Request for Final Offers for Emergency Medical Services Billings, RFP600-2/22, Contractor's Proposal in response to this RFP, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" or "Provider" to mean Advanced Data Processing Inc. and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services", "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.
- n) The term "Notice To Proceed" to mean written approval by MDFR to allow the Contractor to begin the work as defined in the Scope of Services.

10

- o) The term "Ramp-Up Time" to mean twelve (12) months from the date the "Notice To Proceed" is issued to the Contractor.
- p) The term "Performance Level" to mean successful billing and collections as compared to billings and collections achieved in calendar year 2010 under the Contract No. TBW7863-1/06-1.
- q) The abbreviation "MDFR" to mean Miami-Dade Fire Rescue Department.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Price Schedule (Appendix B), 4) Termination Transition Specifics (Appendix C), 5) Business Associate Agreement (Appendix D), 6) the Contractor's Proposal in response to the County's Request for Final Offers, 7) Miami-Dade County's RFP No. 600-2.22 and any associated addenda and attachments thereof, and 8) the Contractor's Proposal in response to the RFP.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but reasonably necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all reasonable and compliant changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date specified on the first page of this agreement and shall be for the duration of five (5) years. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

- a) to the Project Manager:

Miami-Dade County
Attention: Scott Mendelsberg
Phone: (786) 331-5121
Email: swim@miamidade.gov

and,

- b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375

Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Advanced Data Processing, Inc.
6451 North Federal Highway, Suite 1000
Fort Lauderdale, FL 33308
Attention: Brad Williams, Chief Accounting Officer

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The Payments to the Contractor shall be made according to the terms detailed in Appendix B "Price Schedule". The County shall have no obligation to pay the Contractor any additional sum in excess of the Fees detailed in Appendix B, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor. The Contractor shall pay to the County the "Liquidated Returns" according to the Appendix B "Price Schedule". The County shall pay to Contractor the "Bonus" according to the Appendix B "Price Schedule".

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any extension periods; however, the Contractor may offer lower flat fee and/or percentage fee to the County at any time during the Contract term, including any renewal or extension thereof. The Pricing for this Contract shall be based on the following four criteria as detailed in Appendix B, Price Schedule:

- 1) Percentage Fee
- 2) Flat Fee
- 3) Liquidated Returns
- 4) Bonus

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those Services provided by the Contractor, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor the flat fee and percentage fee pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of

Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

The Liquidated Returns shall be due with the payments that are due immediately following the determination of Liquidated Returns by the County for any calendar month. The Bonus shall be paid to Contractor with the payments that are due immediately following the determination that Collections for any Calendar month qualify for Bonus.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Fire Rescue Department
9300 NW 41 Street
Doral, FL 33178
Attention: Finance Bureau

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense ("Damages"), which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors to the extent that any such Damages arise from the actions and/or inactions of Contractor Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Vendor shall provide County with thirty (30) days advance notice of any cancellation or termination in its insurance required under this Section.

NOTE: DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the reasonable request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any

15

Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.
- g) The Contractor shall maintain the same "Performance Level" in billings and collections during the Ramp-up time.
- h) The Contractor shall make sufficient efforts in terms of billing patients, following-up with patients via mail, phone, or other available communication means, maintaining the same, or higher collection levels as maintained under the current Contract during the calendar year 2010, and transferring the uncollectible accounts to the County at the request of the County.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every reasonable order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law

after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

Subject to the terms and conditions set forth below in this Article, the County, or its duly authorized representatives (Third-Party Auditor) or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply solely to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement. The Third-Party Auditors cannot be competitors of the Contractor who perform billing and accounts receivable management services substantially similar to any of the Services identified in Appendix A.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

Contractor will cooperate by furnishing information as is reasonably necessary to perform and complete all audit procedures. At the conclusion of the audit, County's Third-Party Auditor will sign an acknowledgement that Contractor provided the information requested for the audit. Prior to performing such audits, County will cause the Third-Party Auditor to execute Contractor's "Confidentiality" Agreement. Notwithstanding the provisions of this Article 17, Contractor and County agree that County is subject to Chapter 119 of the Florida Statutes and any good faith attempt to comply, or actual compliance, with the provisions of that statute by the

County and the Third-Party Auditor shall not be deemed a breach of this or any other agreement between the parties.

County agrees that any audit will be conducted at such times and in such a manner so as to avoid undue disruption of Contractor's operations.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all

subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) The County may terminate this Agreement if the Contractor fails to perform at the required Performance Level during the initial twelve months of the Agreement, or during any subsequent calendar year.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- e) The Contractor shall, upon receipt of such notice, unless otherwise directed by the

County:

- i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- g) All compensation pursuant to this Article is subject to audit.
- h) Termination Procedures: In the event this Agreement is terminated or expires, the Contractor will return to County, in Contractor's the then-current format whether electronic, hard copy or a combination of both, the materials which have been provided to or gathered by Contractor for the provision of the Services hereunder pursuant to the procedures set forth below. County is responsible for paying: (a) the reasonable costs of shipping all such materials from the stored location to County's designated location, and/or (b) the destruction of all such materials if County elects not to have the materials shipped. County shall indicate by written notice no later than one (1) business day prior to the expiration or termination of the Agreement its choice of either the option set forth in Section A or B as a means of transferring its accounts receivable from Contractor to another provider of billing services.
- A. Upon the effective date of termination/expiration, Contractor shall cease to enter new patient and charge data into the Billing System on behalf of County, but will (i) continue to perform the Services identified as "Scope of Services" in Appendix A to this Agreement, at the then-current rates hereunder, for a period of ninety (90) days with respect to all of County's accounts receivable arising from charges rendered prior to the termination date (the "Workout Period"), (ii) thereafter discontinue processing such accounts receivable, (iii) after full payment of all fees owed, (1) deliver to County a final list of accounts receivable and the materials provided to or gathered by Contractor for the provision of the Services and (2) provide reasonable transitional services, as set forth in Appendix C of this Agreement, and (iv) have no further obligations to County. The parties agree

that all applicable terms and conditions of this Agreement will be in full force and effect until the end of the Workout Period; or

- B. (1) For County's accounts receivable for which Contractor receives a Monthly Fee based on a percentage of the Net Collections, on or before the effective date of termination/expiration, County shall pay Contractor a one-time fee for the Services provided by Contractor during the immediately preceding months equal to the amount (the "Services Rendered Fee"). Services Rendered Fee: The Services Rendered Fee shall be equal to one and one-half (1.5) times the average monthly invoice for the six (6) months immediately preceding the effective date of such termination. No Services Rendered Fee shall apply for County's accounts receivable for which County pays Contractor a fee based on a set dollar amount per transaction. Upon the effective date of termination/expiration, Contractor shall (i) be immediately relieved of the obligation to provide any further Services on behalf of County, (ii) after full payment of all fees owed (1) deliver to County a final list of accounts receivable and the materials provided to or gathered by Contractor for the provision of the Services and (2) provide reasonable transitional services, as set forth on Appendix C of this Agreement, and (iii) have no further obligations to County; and/or

(2) For County's accounts receivable for which Contractor receives a Monthly Fee based on a set dollar amount, upon the effective date of termination/expiration, Contractor shall (i) be immediately relieved of the obligation to provide any further Services on behalf of County, (ii) after full payment of all fees owed, the Contractor shall deliver to County a final list of accounts receivable and the materials provided to or gathered by Contractor for the provision of the Services, provide reasonable transitional services, as set forth on Appendix C to this Agreement, and shall have no further obligations to County.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis.
 - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

- vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
 - viii. the Contractor has failed to integrate SafetyPad devices with Contractor's billing system/s.
 - ix. the Contractor has failed to perform at the required Performance Level.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprourement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial

information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY RIGHTS

The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

ARTICLE 30. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. *Miami-Dade County Ownership Disclosure Affidavit*
(Section 2-8.1 of the County Code)
2. *Miami-Dade County Employment Disclosure Affidavit*
(Section 2-8-1(d)(2) of the County Code)
3. *Miami-Dade Employment Drug-free Workplace Certification*
(Section 2-8.1.2(b) of the County Code)
4. *Miami-Dade Disability and Nondiscrimination Affidavit*

25

- (Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
 6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
 7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
 8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
 9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
 10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
 11. **Subcontracting Practices**
(Ordinance 97-35)
 12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
 13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
 14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
 15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
 16. **Office of the Inspector General**
(Section 2-1076 of the County Code)
 17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
 18. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 31. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, and subject to Article 17 of this Agreement, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 32. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in

conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 33. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 34. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director,

employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 35. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 36. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 37. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 38. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its sub contractors written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 39. DISPOSAL OF DATA

Upon termination, or completion of this contract, the Contractor shall return to MDFR, all data collected, copied, created, or otherwise acquired during the performance of this Contract. The Contractor shall safely and securely destroy all remaining copies of such records after providing it to the County.

ARTICLE 40. PERFORMANCE EVALUATION

County shall continuously evaluate performance of the Contractor during the initial twelve months following the issuance of Notice to Proceed by County, to the Contractor to ensure that the Contractor is performing at or above the required Performance Level. If the Contractor fails to perform at or above the required performance level, the County at its sole discretion may terminate the Agreement, at any time, in accordance with Article 24 "Event of Default".

ARTICLE 41. INTENTIONALLY OMMITTED

ARTICLE 42. EVALUATION OF MEDICAL NECESSITY

The Contractor shall thoroughly review every single transport for medical necessity based on the documentation provided by County. Accounts shall only be returned to MDFR as non qualified medical necessity, after thorough review by Contractor's management team and MDFR representative. Contractor shall invite MDFR representative to attend such pre-scheduled weekly evaluation meetings in which the status of questionable medical necessity claims are reviewed. MDFR representative may attend these meetings in person or over the phone.

ARTICLE 43. STAFF TO SUPPORT MDFR ACCOUNT

The Contractor shall assign appropriate number and levels of staff members to support the County's EMS billing and collections operations. The staff shall be experienced in performing EMS billing and collections. The Project Manager shall be an expert in EMS billing and collection and shall be able to analyze the account and make recommendations to MDFR for improvements. The Contractor is encouraged to use efficient systems, processes and available technologies to achieve the desired goals.

ARTICLE 44. IDENTITY THEFT PROCEDURE

The Contractor shall maintain a documented identity theft procedure to deal with accidental theft/loss of data gathered during the performance of this contract. Contractor shall have policies and procedures handbook approved by Contractor's management and updated on a regular basis to reflect the organization's experience with identity theft and such other crimes.

ARTICLE 45. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

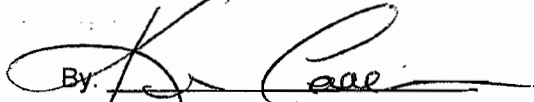
If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 46. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

By: 
Name: Ken Cooke
Title: Chief Operating Officer

Miami-Dade County

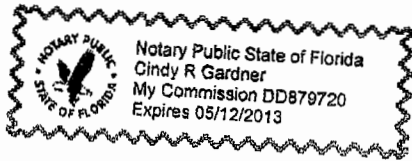
By: _____
Name: _____
Title: _____

Date: May 10, 2011
Attest: Cindy R Gardner
Corporate Secretary/Notary Public

Date: _____
Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency



Assistant County Attorney

APPENDIX A
SCOPE OF SERVICES

1. INTRODUCTION

The Miami-Dade Fire Rescue Department (MDFR) transports individuals from incident scenes to health care facilities in its emergency medical transport vehicles. The Contractor will use the information collected from the scene of incidence, hospitals, and other sources as the basis for billing the transported individuals, Medicare, Medicaid, and insurance companies. The Contractor will make every effort to bill other appropriate third party payers for services provided to the residents. The Contractor must assess service levels prior to billing and classifying services into levels that meet Medicare and Medicaid transport criteria. These service levels may, in a limited number of cases, differ from what is indicated on internal documents based upon interpretation and must be brought to the MDFR department's attention on a monthly basis to determine if changes may be necessary.

Patient billing is done by different categories, such as; Self-pay, Medicaid, Medicare, and Private Insurance. Emergency Medical Services (EMS) currently provided by MDFR include: Basic Life Support (BLS) and Advanced Life Support (ALS). The transport fees for each service are as follows. These fees are subject to change upon approval by the Board of County Commissioners.

TABLE 1

| Service | Fee (Effective October 1, 2010) |
|------------------------------|---------------------------------|
| Advanced Life Support (ALS1) | \$600.00 |
| Advanced Life Support (ALS2) | \$800.00 |
| Basic Life Support (BLS) | \$500.00 |
| Specialty Care Transport | \$600.00 |
| Cervical Collar | \$25.00 |
| Oxygen | \$30.00 |
| IV Solution | \$25.00 |
| Back Board | \$25.00 |
| Cardiac Monitoring | \$25.00 |
| Mileage (per mile) | \$15.00 |

2. SERVICES TO BE PERFORMED BY THE CONTRACTOR

The Contractor will provide complete medical billing and accounts receivable management services for County's emergency medical services billing in accordance with Contractor's responsibilities outlined below. The Contractor will provide timely and accurate billing services utilizing information provided by the County and information obtained from other reliable sources. The Contractor will adhere to all applicable Federal, State and Local regulations, laws, and codes pertaining to emergency services billing and collections while performing as the

County's emergency medical services billing and collections organization. The Contractor will integrate MDR's SafetyPad devices and/or other electronic data collection devices ensure that the Contractor's system electronically receives incident information collected through MDR SafetyPads and/or other electronic data collection devices. The following services will be performed by the Contractor under this Contract:

a). Initial Information

1. capture all EMS transports.
2. ensure the transport encounter has been properly coded and priced with medical necessity determination, thus, resulting in the maximum allowable reimbursement for all services provided by MDR.
3. ensure absolute compliance with all Federal, State and Local regulations.
4. create clean claims resulting in fee recovery in the fastest possible manner.
5. place insurance carriers as the primary guarantor and patients as the secondary.
6. ensure proper signature collections on incident reports as required by the law.

Incident information will be provided to Contractor by the MDR. If the information is not transferred electronically through the SafetyPad interface, paper batch reports will be picked up by an approved courier service at the scheduled weekly pick-up times. PCR information needed for billing purposes will be keyed manually, or electronically (SafetyPad) into Contractor's system.

b). Processing

1. file a clean claim within 48 hours of all necessary claim filing information.
2. electronically file as many third party payees as possible.
3. bill patients on a timely basis.

Once accounts are updated, invoices / statements will be generated and mailed, if the patient is deemed to be the guarantor. Invoices will contain accurate charges for services, a request for patient insurance information, and instructions on how to provide such information. Insurance information will be accepted from patients via mail (with enclosed courtesy return- envelope), through a dedicated phone line, or on Contractor's secure patient website.

c). Payment

post payments and balance to County's lock box within 24 hours of receipt.

provide effective customer service to patients who contact the Contractor .

1. provide timely and effective response to payer's denial or request for additional information.

Contractor will maintain all Miami-Dade County Patient Care Report (PCR) and payment records for the duration of the Contract. Copies of specific documents will be provided to the County upon request. All records are considered Miami-Dade County property and will be

36

returned upon completion or termination of the contract, unless destroyed with prior approval from the County in accordance with all applicable laws.

d). Account Resolution

1. insurance follow-up.
2. patient account resolution.

Contractor will use reasonable business efforts to ensure accuracy of all claims prior to submission. In the event a claim is denied, Contractor's analyst may take any/all of the following actions:

- i. obtain additional information and re-file the claim.
- ii. contact payers via telephone to determine appropriate course of resolution.
- iii. follow a formal appeals process with appropriate payer.
- iv. request assistance from the Reimbursement Department of the appropriate payer.
- v. reclassify account as patient's responsibility and bill as a self-pay.

Each claim will be handled individually. If a claim has not been paid, denied, or rejected, Contractor will review each account following the guidelines listed below.

- vi. Medicare-14 days after filing.
- vii. Medicaid-14 days after filing.
- viii. Commercial Insurance: 14 - 45 days after filing.

e). Patient follow-up:

Contractor will accommodate flexible patient billing cycles to produce maximum collections, including monthly payment arrangements. After initial billing, Contractor may attempt to contact the patient via phone if there has been no activity on the account. Contractor will follow a "soft" collection approach that focuses primarily on obtaining additional insurance information and providing a gentle reminder of the patient's obligation to pay the account. The Contractor is encouraged to offer various online payment methods (credit card, check) to patients.

f). Turn Over Of Old/Aging Accounts:

All old or aging accounts will be reviewed on a monthly basis by Contractor. Accounts deemed non-collectible, inactive, and self-paid will be turned over by Contractor to the County at twelve (12) months, if not before, for further collection efforts. Returned mail deemed non-collectible will be turned over immediately to the County for further action. Accounts deemed active or self-paid will not be turned over at twelve months; Contractor will continue to collect on behalf of the County for these accounts. The County, at its sole discretion, may leave selected accounts with the Contractor for a longer period of time.

Definitions:

- Active accounts are defined as: prospects of payment, insurance claim, or other third party claim (i.e. Workers Compensation, Motor Vehicle, etc.)
- Inactive accounts are defined as: non-insured, self-pay patients not covered by insurance.

3. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor, at a minimum, will be responsible to provide the following services as part of this Contract:

1. Contractor will invoice patient, or other third party, responsible at the current prevailing rate on the approved fee schedule, for payment of services rendered.
2. Contractor will provide HIPAA privacy practices and other applicable regulatory requirements to all transported patients.
3. Contractor will participate in a yearly audit conducted by MDFR consistent with Generally Accepted Accounting Principles – GAAP. This audit will cover the common set of accounting principles, standards and procedures used to compile annual financial statements.
4. Contractor will provide, on a monthly basis, a copy of all monthly financial activity, billing, and receivable reports, consistent with GAAP on the MDFR account.
5. Contractor will negotiate and arrange modified payment schedules for those individuals unable to pay the full amount at time of initial billing.
6. Contractor will post all payments directly to a designated Lockbox. MDFR will provide the lockbox service.
7. Contractor will provide Customer Service Representatives (CSRs), available during Miami-Dade County's normal business hours. CSRs shall be able to read, write and speak English, Spanish and Creole fluently. These CSRs will be able to assist patients and/or other third party payees in all billing inquiries in a timely fashion. Customer calls will be facilitated as local within the County or through an "800" toll free number, which will be published on all invoices.
8. The average wait time for each patient call will be under 60-seconds.
9. The Contractor will conduct any follow-up required to obtain the necessary insurance and demographic information to process invoices for payment. This includes, but not limited to:
 - a) Maintain a record of telephone calls and contact
 - b) Record payments per account
 - c) Utilize an automated program to search and update patient insurance and demographic information from a database containing information from:
 - i. MDFR historical patients
 - ii. Local and national hospitals
 - iii. Non-MDFR EMS billing agency patients from throughout the country
 - iv. Emergency room physician patients from throughout the country
 - d) Perform automated and manual eligibility searches with Medicare, Medicaid, and commercial insurers.
 - e) Perform automated skip tracing for name, social security number (SSN), date of

birth (DOB), address, phone number, and date of death on all accounts missing insurance information or with a bad address. Changes to key patient demographic data elements, including name, SSN, or DOB will automatically trigger the rechecking of Medicare, Medicaid, and commercial eligibility sources.

10. Contractor will accept the hard copy or electronic information pertaining to patients' payment or billing documentation from the County for all patients transported by Miami-Dade Fire Rescue Department.
11. Contractor will be responsible for the invoicing, collection, and generation of any and all insurance forms and filings, record maintenance and preparation of standard and/or custom reports, as requested or required by MDFR Department.
12. Contractor will provide all invoices and related insurance forms with remittance advice.

The invoices for services rendered will contain the following information:

Account number

Invoice number and date

Name of transported patient

Name of responsible party, if different from patient

Complete patient address

Date of Transport

Cost of transport including cost breakdown

Fire Incident number ("Run" number provided by MDFR)

Transport from and to including (if applicable)

Insurance coverage and instructors (if applicable)

Billing inquiry telephone number

13. The invoice will contain the following messages:
 - a. "...all checks must be made payable to the "Board of County Commissioners Miami-Dade Fire Rescue Department".
 - b. "...this is an invoice for services provided by Miami-Dade Fire Rescue".
{Contractor will provide sample}
14. All invoicing and reporting systems will be automated
15. Return envelopes will be addressed as designated by the MDFR Department.
16. Contractor will be responsible for the mailing of all invoices, forms, and citizen surveys at Contractor's expense.

17. Contractor will be responsible for sending a notice to the customers within fourteen (14) days of record receipt, a second notice at thirty (30) days from sending the first, and the third at thirty (30) days from sending the second.
18. Contractor will provide MDFR Department with a listing of accounts containing all pertinent facts related to the account in a written and electronic format (MS Excel) when an account falls 180 days or more past due.
19. Contractor will mail proper insurance forms or electronically process to third party payers as required or requested by the patient. Either method will include information on where to send payments to MDFR Department.
20. Contractor will respond promptly to all patient requests and inquiries, either written or verbal. This communication needs to be in a format that can be tracked by both vendor and County upon request.
21. Contractor will comply with all applicable Federal, State, and Local laws as they apply to the services being provided. This further includes all requirements to maintain confidentiality for all medical and patient information as related to HIPAA, insurance, and local laws, rules, and regulations.
22. Contractor will maintain any and all documentation, records and patient information in a safe and secure manner that will allow inspection and audit by the MDFR Department or its agents upon reasonable and proper notification.
23. Contractor will provide Electronic Claims Processing for Medicare and Medicaid.
24. Contractor will provide and furnish all materials and personnel in order to meet the desired collection levels as required for the performance of the contract.
25. Contractor will make reasonable business efforts to locate and correct any incorrect billing address for billable patients.
26. Contractor will maintain a working relationship / arrangement with all of MDFR serviced hospitals and request that hospitals provide a copy of patient face sheets, or be provided with demographic and insurance information.
27. Contractor will include in the invoice, a citizen satisfaction survey provided by MDFR and a return self-addressed and postage paid envelope, which will be provided by Miami-Dade Fire Rescue Department. Said survey is expected to be no more than one page in length and of a size not to exceed 8 1/2 by 11 inches.
28. Contractor will provide training to appropriate Miami-Dade Fire Rescue personnel regarding the gathering of necessary information and proper completion of Rescue Patient Records.
29. Contractor will limit the use of confidential records of care or treatment of patients solely for the purpose of processing and collecting claims and will not release any such information in any legal action, business dispute, or competitive bidding process other than disputes with the County over billing services.

30. Contractor will assess service levels prior to billing and classify services into levels that meet Medicare and Medicaid transport criteria. These service levels may, in a limited number of cases, differ from what is indicated on internal documents based upon interpretation and must be brought to Miami-Dade Fire Rescue's attention to determine if changes may be necessary. The Contractor will take a lead role in responding to all audits and will be responsible for providing documentation in support of the audits.
31. Contractor will designate a contract coordinator who will be available to MDFR at all times. The Coordinator will be knowledgeable and responsible for all Contract related activities.
32. Contractor will provide all necessary developing, copying, faxing, mailings and all such related services.
33. Contractor will maintain records of current fees; industry approved billing codes, and description files. Contractor will maintain up-to-date knowledge of laws applicable to emergency medical services billing and collections from patients for the transports and maintain knowledge of nationwide and local trends in transport fee schedule.
34. Contractor will submit the following reports no later than the 30th day of the following month, or more frequently as required by MDFR:
 - a. Distribution of Charges and Collections - This report will track the charges, payments and financial class mix of all patients for a given month.
 - b. Aged-Receiveable Report - This report will have outstanding invoices sorted by date with amounts for thirty days, sixty days, and ninety days. This report will provide totals for these categories.
 - c. New Charges Alpha Listing - This report lists all invoices alphabetically by patient name or responsible payers.
 - d. Payment Listing - This report lists payments, bad checks, charge off, write off and refunds posted to each patient's account.
 - e. Check Edit Listing - This report lists all patients due refunds as a result of overpayment of accounts.
 - f. Class Listing - This report will report accounts as mail returns, deceased patients, accounts in bankruptcy cases, probate cases, insurance responsibility and self pay accounts.
35. Contractor will select one of the two ways to obtain report batches containing patient data and billing information:
 - g. Contractor will pick-up the paper batch reports at scheduled, mutually agreed times from the Miami-Dade Fire Rescue Central Records Bureau.
 - h. Contractor will receive a daily electronic report batch containing patient data and billing information through a File Transfer Protocol (FTP) transmission from Miami-Dade Fire Rescue to a secure Vendor website. If the electronic Batch submission is selected, the vendor will accept the electronic Reports in TIFF format. Field data provided by Miami-Dade Fire Rescue Department via electronic transfer will have an agreed upon encryption scheme to protect that data from casual interception and inspection by unauthorized person(s).
36. Contractor will design a transport fee invoice and submit to MDFR for approval.

37. Contractor will advise the County of any changes necessary by virtue of statutory requirements in advance of the effective date.
38. Contractor will maintain records of current fees, codes, and description files. Maintain up-to-date knowledge of laws applicable to billing of patients for transports. Maintain knowledge of nationwide and local trends in transport fee schedules and assist MDFR in fee schedule development.
39. Contractor will accept individual paper or electronic records of transported patients.
40. Contractor will locate proper billing address, billable distance, and insurance information and bill the transport appropriately based on the type of service provided and applicable regulations.
41. Contractor will assess appropriate levels of service for billing purposes and report recommended changes in service levels for billing purposes to MDFR.
42. Contractor will locate patient address, billing, and insurance information by other means, as necessary, including capture and collection of information at patient care sites by hard copy, tape, or other means of communication with routine audits of hospital records, when applicable.
43. Maintain electronic records for all billing related services and maintain proper physical and virtual security of all medical records as required by HIPAA and other applicable laws.
44. Mail invoices to each transported individual promptly at the current Miami-Dade County approved rates for medical transportation services.
45. File all insurance claim forms for patients electronically, or through other communication means, based on information received from the patient, or obtained by other means. Such as; research done at health care facilities or other appropriate research available to the Contractor to obtain billing information. Perform automatic (wherever applicable) filing of secondary insurance, reject billing, balance billing, and completing and submitting insurance of third party payer forms where necessary.
46. Advise and assist transported individuals regarding insurance and other third party payer benefits. Mail copies of reports to Medicare, Medicaid, insurance companies, or third party payers, when requested to obtain payment, with proper confidentiality.
47. Mail a series of follow-up invoices to patients
48. Safely and securely dispose off all documentation that are no longer needed to be retained in either electronic or any other form, with prior approval from MDFR. The method of record disposal must be approved by MDFR. The document destruction solution utilized by the Contractor will be AAA certified by the National Association of Information Destruction (NAID). The Contractor will provide onsite documentation destruction services several times per week, and will issue a receipt of a certificate of destruction.

49. Contractor will provide MDFR with a monthly refund request. The request will include all pertinent information relating to refund payment to patients and/or insurance company.
50. In the event a patient is discovered to be deceased and collection from all available insurance has been unsuccessful, pursue an estate residual, if applicable. Provide appropriate documentation, upon request from the County, that a claim was filed with the decedent's estate.
51. Recommend settlements and partial, or complete write offs where appropriate and submit documentation to include the Miami Dade Fire Rescue Department requirements. All settlements will be made in compliance with applicable County policies and procedures. Contractor must obtain written consent of the County prior to negotiating a final settlement, or, before otherwise compromising any account.
52. Answer patient's telephone inquiries and try to resolve problems before referring them to MDFR. Correspond with patients in response to inquiries and assist patients with insurance coverage issues.
53. Transfer any accounts back to the County upon demand, at no cost. The County will be diligent in its review of any accounts transferred back to determine if the account is truly uncollectible, or, if non-collection is based upon insufficient efforts on the part of the Contractor.
54. Maintain accounts receivable management with full managerial reporting system. Maintain all books of accounts in accordance with the Generally Accepted Accounting principles (GAAP) standards and other applicable laws.
55. Reconcile collections with monthly billings.
56. Make all related records available and assist the County in the instance the County wishes to audit activities associated with this Agreement.
57. Maintain all books, records, data, and other relevant documentation in accordance with the Federal and State retention requirements.
58. Maintain automated systems necessary for providing services to MDFR, including accounts receivable. Contractor will be responsible for all systems analysis and software design, software modification, customization, software maintenance, and system upgrade as needed.
59. Receive all monies collected in Lockbox accounts and transmit to MDFR with supporting documentation. Keep an accurate record of customer payments from lockbox collections.
60. Provide web-site access to patients to provide and gather insurance information.
61. Provide professional assistance to the County in evaluating billing policies and fee schedules from time to time. Provide professional assistance to the County via performance reviews, policy discussions, updates on industry trends, fee schedule recommendations, collection opportunity discussions, etc. at a minimum on a quarterly basis.

62. Analyze credit balance overpayments, process refund requests, provision of refund requests, and report to the County.
63. Provide standard monthly management reports and such other informational reports as reasonably required by the County.
64. Provide feedback to the County on opportunities to improve documentation, revenue, collection, and compliance.
65. Ensure the transport encounter has been properly coded and priced with medical necessity determination.
66. Provide a secure electronic portal, such as HTTPs or FTPs, to exchange collections related information.

4. REPORTING REQUIREMENTS

The Contractor will maintain a computerized database of all accounts and will provide the County with reports to show management and financial information. The Contractor at a minimum will provide all reports provided to MDR by the current Contractor. MDR will provide samples of all current reports to the Contractor. The format of reports required under this contract will be determined by Miami Dade Fire Rescue Department. In addition to the reports described earlier, the Contractor will provide all custom reports at the request of MDR in a reasonable time at no cost.

1. Report of Transports Billed and Received

This monthly report will list all billings and compare transport data sent to the Contractor with transports billed, and the reconciliation. The report shall identify date of transport, Fire incident number, patient number, patient name, complete patient address, incident date, invoice date, number of transports billed, procedures billed, dollars billed, the number of transports not billed, and the dollar value of accounts not billed. A grand total of billed and not billed for the month of transport must also be computed. Additionally, the report must summarize the monthly billing activity as follows:

Number of ALS billings with amount billed, including details for mileage, oxygen and all other billable services. Number of BLS billings with amount billed, number of mileage and amount billed, including details for mileage, and all other billable services. The report will also include other transport categories, such as number of billings and amount billed. This report must summarize the number of billings and amounts by type of transport, and item billed, such as number of miles billed, dollar value of miles billed, number of oxygen billings and all other billable services.

2. Report of Collections

This monthly report will verify and reconcile lock box batch deposit activity with collection posting activity. The report should identify the patient number, patient name, patient complete address, payment amount, type, batch #, batch total, and grand total of all monthly payments.

3. Collection Statistics Report

This monthly report will provide statistical information about billing and collections over time; show gross billings by date of incident (transport) month and the related collections to date. Gross billings should not be reduced for returned mail, bad debts, or authorized write-offs.

The report needs to differentiate for billing type, such as ALS and BLS, including all fees associated with the transport. The report needs to include the total billed in the transport month, and in any subsequent months. Collection information by month must also be provided. A grand total for each column is to be provided.

4. Insurance Activity Report

This report will show the portion of actual collections and the accounts receivable, detailed by self, Medicaid, Medicare, and private insurance, by type of transport (ALS and BLS). A combined grand total for each column will be provided.

5. Monthly Payment Report

This report will show the accounts receivable in lockbox batch deposit order during the month and must include, as a minimum: patient number, patient name, patient complete address, payment amount and type, batch total on each lockbox batch#, and grand total of all monthly payments.

6. Monthly Collection Summary

This report will list monthly payments in item (5) above by original transport month, incident month and amount collected in the month.

7. Total Billings by Incident Month:

This report will list cumulative number of gross billings for each incident (transport) month by type of transport (ALS and BLS). A combined grand total for each column will be provided.

8. Accounts Receivable

This report will show the amount owed by all transported patients at the end of the month and will include: gross billing since inception, payments since inception, Fire approved adjustments and write-offs since inception, Medicaid and Medicare adjustments, and ending balance of accounts receivable, by type of transport (ALS and BLS). A combined grand total for each column will be provided.

9. Adjustments and Write-offs

This report will provide details of amounts in write-off columns of item (8) above for the current month and show: patient number, patient name, gross billing amount, payments made, adjustment or write-off amount approved, and revised amount due, by type of transport (ALS and BLS). A combined grand total for each column will be provided.

10. Payment Percentages

This report will show the percentage of patients who have made a payment by type of Transport, by transport month and year, and includes: total patients transported in month under each type of transport, total amount due, number not making a payment, number making partial payment and amount of payment, total patients making full payment and amount of payment, total amount due, total amount billed, total amount paid, and percentage paid.

11. Credit Balance Report

This report will list all accounts having a credit balance at the end of the month. This report would show: patient number, patient's name, incident date, amount billed, amount paid by payer, and credit balance amount.

12. Refund Listing

This report will list accounts requiring a refund due to overpayment and must show: patient number, patient name, patient address, incident date, amount originally billed, total amount paid on account detailed by date, amount and related lockbox batch number, refund amount, and payer due refund.

13. Number of Days between Incident Date and Billing Date

This report will list all incidents billed during the month, and the number of days between the incident date and the first billing date. The report would show: patient number, patient's name, incident date, first billing date, and number of days between incident and billing date sorted by rescue unit number. Also shows subtotals for each unit and average number of days between incident and billing. Report may also include date report received.

14. Collection Summary Inception to Date by Month

This report will list total charges by transport month without write-offs or reductions, total payments to date, gross collection rate, amount paid to billing vendor based upon collections by billing month, and gross effective collection rate.

15. Report of Transports by Rescue Unit

This report will track bills by type, by unit, as well as collections by type of insurance.

16. Detailed Report of Fees Charged by Type of Service

This will include type of transport, associated fees billed, type of insurance billed, amount collected as compared to items billed.

17. Other statistical and management reports

Additional reports may be requested by the County as needed. The Contractor will provide all requested reports in a reasonable time.

18. The Contractor shall provide

- a) Access to MDR's information on 24 hours a day, 7 days a week via the internet and secured servers.
- b) Provide ability to create ad-hoc reports via an easy-to-use interface.
- c) Provide ability to export to various formats, including excel and adobe formats.
- d) Provide the ability to schedule both running and distribution of reports.
- e) Provide training for County employees on usage of the online reporting tools.

5. **LOCKBOX ACCOUNT FOR PAYMENT**

The County will establish a Lock Box Agreement to facilitate receipt and deposit of payments on customer's accounts. The Contractor will receive copies of all payment documents necessary to post collections to customer's accounts. The County will pay for all costs associated with the Lock Box Account.

6. **INTENTIONALLY OMMITTED**

7. **PERFORMANCE LEVEL**

The Contractor will maintain required Performance Level according to the terms of this agreement.

46

8. **ADDITIONAL SERVICES:** The Contractor shall provide the following services at no cost to the County:
- a) Dedicate EMS only Billing Compliance Officer with national certification in Health Care Compliance by the Health Care Compliance Association.
 - b) Serve as an industry advocate on behalf of the County and MDFR, actively participating in national and state initiatives, legislation, industry groups, etc. that impact ambulance reimbursement.
 - c) Perform secondary review of all transports deemed to be not medically necessary by a certified/licensed health care professional to be approved by Miami-Dade Fire Rescue prior to submission of the transports to MDFR for review.
 - d) Utilize a system that suggests coding data elements (levels of service, ICD-9, emergency, and medical necessity) to the coder for review and confirmation.
 - e) Provide company and EMS billing industry updates via variety of mediums, including but not limited to: weekly status meetings, bi-monthly newsletters, periodic webinars, and an annual client meeting.
 - f) Record contraindication codes to assist with medical necessity determination on all accounts.
 - g) Bill fractional mileage to governmental payers per federal regulations that became effective on January 1, 2011.
 - h) Provide flexible system options for the billing of fractional or rounded up mileage for non-governmental payers.
 - i) Provide ability to set mileage outliers at the client level in the system that will warn bill processors of possible mileage data capture mistakes.
 - j) Integrate with any commercial available tool (e.g; - MapQuest) for the correct capture of mileage when needed.
 - k) Integrate with any commercial available tool (e.g; - MapQuest) upon import of all medical records for verification of patient city, state, and zip, as well as USPS standardization.
 - l) Automatically capture all itemized charges.
 - m) Provide system flexibility to allow the queuing of accounts based on type, such as Auto Carrier, etc.
 - n) SafetyPAD integration requirements including, but not limited to:
 - i. Capture of the NEMSIS clinical data set into the billing platform.
 - ii. Capture of both transport and first responder records into the billing platform.
 - iii. Capture of the actual patient, patient representative, facility, and crew signatures in the billing platform.
 - iv. Automated billing-extract and file transmission to the billing application.
 - o) Automated payment posting for Medicare, Medicaid, and the larger commercial payers.
 - p) Real time, 24x7x365 web access for designated MDFR resources to patient billing accounts, and images of documents received, including explanations of benefits (EOBs), checks, patient mail, insurance correspondence, etc.
 - q) Provide MDFR ability to print on-demand patient statements via online access to patient accounts.
 - r) Provide multiple dedicated EMS billing operation centers throughout the country to support disaster recovery and business continuity.
 - s) Provide daily replication of data between collocation centers.
 - t) Verify that all claims submitted to Medicare meet the Medicare signature requirements as outlined in Federal Regulation Title 42, Part 424, Subpart C, 424.36.
 - u) Utilize solutions below to obtain a valid patient signature for purposes of filing a claim to Medicare when a signature is missing, including but not limited to:

- i. Linking accounts without a valid signature to accounts for the same patient where there is a lifetime signature on file;
- ii. Linking accounts where the patient was unable to sign and the crew member has indicated why, as well as there was no patient representative able to sign to hospital medical records;
- iii. Sending letters and statements to patients with targeted language asking them for a signature,
- iv. Checking various sources for an indication that the patient is deceased, including, but not limited to a national death file, skip tracing sources, patient correspondence.
- v. Work with hospitals to have them sign as the patient's representative per the B4 regulation exception.

9. COUNTY'S RESPONSIBILITIES

- 1. The County will provide Contractor with patient encounter information (available at the time services were rendered) for those patients that have been transported by Miami-Dade Fire Rescue Department on a timely basis.
- 2. County will provide Contractor with necessary documents required by third parties to allow for the electronic filing of claims by Contractor on County's behalf.
- 3. County will provide Contractor with its approved billing policies and procedures including fee schedules and collection protocols. County will be responsible for engaging any third party collection service for uncollectible accounts after the Contractor has exhausted its collection efforts at the end of twelve (12) months from the transport date.
- 4. County will make every effort to obtain the proper billing address for all billable patients prior to forwarding said information to the Contractor.
- 5. County will provide a Lockbox address to Contractor.
- 6. County will comply with all Federal, State and local laws, rules and regulations as applicable to the contracted services.

10. OPTIONAL SERVICES

The County may elect to add additional services to the Contract. These services may include EMS Billing for Air Transports, Key Punch / Data Entry, Ambulance Subscription program, Electronic billing, or other projects as needed, to seek optimal performance in emergency medical transport billing and collection. The County at its sole discretion may obtain these services from another vendor if it is in the best interest of the County.

Additionally, the County may purchase hardware at an additional cost of \$2,995 per hardware bundle to enable the County to run the EMTrack software. This hardware bundle includes:

- a. One (1) Motorola MC75A device, with standard equipment such as a 2D image scanner, touch-screen color display, keyboard, imager, wireless 802.11, PDF417 2-D barcode for automatic capture of Demographic information from state driver's licenses, and optional cellular capabilities

- b. One (1) single-slot charging cradle, one (1) connecting cable, one (1) power supply, and one (1) additional spare battery
- c. One (1) current version of EMTrack Mobile Software
- d. Solution implementation, software loading, certification, quality control, and ongoing support.
- e. Hardware certification, environmental testing, and configuration process
- f. Design and execution of EMSystems' quality control process
- g. Initial configuration to client's existing wireless infrastructure

**APPENDIX B
PRICE SCHEDULE**

The Contractor will perform emergency medical services billing and collections on behalf of the County. All monies collected by Contractor shall be deposited in the designated lockbox. At the end of each calendar month, Contractor will send an invoice to the County with collection details of all Miami-Dade County transports entered in the Contractor's billing system from the preceding month. Payments to Contractor shall be made by the County after satisfactory reconciliation of the invoice. The invoice shall be based on the following processing fee schedule. For Liquidated Returns, the County will invoice the Contractor immediately upon the determination that Liquidated Returns are due. The Bonus will be paid by the County following the determination that Collections for any Calendar month qualify for Bonus:

A). PROCESSING FEE SCHEDULE

The following rates will apply for all billing and collection services performed under this contract.

| | |
|--|-----------------|
| 1. Percentage Fee charge by Contractor for all Collections except Medicaid | <u>2.50 %</u> |
| 2. Flat Fee charge by Contractor for each Medicaid eligible account | <u>\$12.50</u> |
| 3. Liquidated Returns | <u>\$25,000</u> |
| 4. Bonus | <u>\$25,000</u> |

B). DEFINITIONS

The following terms will have the meanings set forth below:

- (a) Liquidated Returns - the sum payable to the County each month in accordance with the provisions below, calculated as the parties' reasonable estimate of the damages suffered by the County as a result of the Contractor's failure to abide by the collection standards for that month;
- (b) Bonus - the sum payable to the Contractor each month in accordance with the provisions below, intended by the parties as a bonus for extraordinary collection efforts during that month;
- (c) Reconciliation Date – the date the County determines the Collection Average, which shall begin sometime in the thirteenth month after the Notice to Proceed Date and shall continue as stated in "C) 2", below;
- (d) Monthly Revenue - the total revenue derived from transports entered into the Contractor's Billing System, inclusive of Medicare, self-pay, and insurance but exclusive of Medicaid payments, occurring in a specific calendar month as computed on the Reconciliation Date;
- (e) Monthly Transports - the number of transports, entered into the Contractor's Billing System in a specific calendar month, inclusive of Medicare, self-pay, and insurance but exclusive of Medicaid (as primary payer), as determined on the Reconciliation Date;
- (f) Collection Average - the average obtained by dividing the Monthly Revenue by the Monthly Transports for any specific month.

C). PROVISIONS TO DETERMINE LIQUIDATED RETURNS/BONUS:

1. A Notice to Proceed, will be issued to the Contractor by the County after the execution of the Contract.
2. Calculations of the Collection Average shall start during the thirteenth (13th) month after the Notice to Proceed (Reconciliation Date) and once per month for every month thereafter for the duration of the Contract (and any extension that may follow) and for a period of twelve (12) months after the expiration of the Contract, the County will calculate the Collection Average to determine if any Liquidated Returns/Bonus is appropriate. Three (3) months after the Reconciliation Date the County will recalculate the Collection Average to determine if any Liquidated Returns/Bonus requires adjustment.
3. The Contractor shall pay to the County Liquidated Returns for any given calendar month when the Collection Average is less than Two Hundred and Twenty Eight Dollars (\$228). The Liquidated Returns shall be invoiced and paid in accordance with the terms of the contract.
4. The County shall pay to the Contractor a Bonus for any given calendar month when the Collection Average exceeds Two Hundred and Sixty Two Dollars (\$262). The Bonus shall be invoiced and paid in accordance with the terms the contract.
5. The Contractor may request a change in the Liquidated Returns/Bonus thresholds upon a showing that federal, state or local law or resolution directly applicable to the services provided by the Contractor herein has materially changed and such change impacts the Contractor's ability to meet collection standards. Such request must be made in writing and shall be supported by evidence and collection data demonstrating the expected impact of the change in law on the Liquidated Returns/Bonus thresholds. If the County finds, in the reasonable exercise of its discretion, that no adjustment is warranted, the Liquidated Returns/Bonus thresholds shall not be changed. If the County believes in the reasonable exercise of its discretion that an adjustment is warranted, the parties shall have up to ninety days to reach an agreement on such adjustment ("Negotiation Period"). Any adjustments shall not be effective unless approved by the Board of County Commissioners. In the event no agreement is reached during the Negotiation Period, the County, at its sole discretion, may cancel this Contract and re-bid the Contract or take such other action deemed to be in the best interest of the County. Should the County elect to re-bid the Contract, the Contractor shall remain obligated to faithfully perform all required services for a period of nine months after the completion of the Negotiation Period during which no Liquidated Returns/Bonus shall apply.
6. The County may request a change in the Liquidated Returns/Bonus thresholds. Such request must be made in writing and shall be supported by collection data. The parties shall have up to ninety days to reach an agreement on such adjustment ("Negotiation Period"). In the event no agreement is reached during the Negotiation Period, the County, at its sole discretion, may cancel this Contract and re-bid the Contract or take such other action deemed to be in the best interest of the County. Should the County elect to re-bid the Contract, the Contractor shall remain obligated to faithfully perform all required services for a period of nine months after the completion of the Negotiation Period during which no Liquidated Returns/Bonus shall apply.

7. The new fee structure (Appendix A, Table 1) approved by the Board of County Commissioners was implemented on October 1, 2010. The County will use the collection data from October 1, 2010 to September 30, 2011 ("Collection Timeframe") to negotiate and implement the Collection Average amounts (See #3 and #4 above) for Liquidated Returns and Bonuses. The County shall start negotiations in the 10th month after the contract is effective and shall have up to ninety days ("Negotiation Period") to reach an agreement. In the event no agreement is reached during the Negotiation Period, the County, at its sole discretion, may cancel this Contract and re-bid the Contract or take such other action deemed to be in the best interest of the County and in such case the Collection Average amounts specified in #3 and #4 above shall apply and the Contractor shall be obligated to those amounts. Should the County elect to re-bid the Contract, the Contractor shall remain obligated to faithfully perform all required services, at the same terms and conditions including the Collection Average amounts specified in #3 and #4 above, until a successor contract is awarded by the County. The County may, at its sole discretion, extend the Collection Timeframe if it is in the best interest of the County.

These new Collection Average amounts will be implemented from the effective date of this contract.

Appendix C

TERMINATION TRANSITION SPECIFICS

TRANSITION SPECIFICS

Upon termination or expiration of this Agreement for any reason, the Contractor agrees to provide the following to the County in order to transfer Contractor's responsibilities under this Agreement to the County:

| | |
|---|---|
| Data specifications | Patient information will be provided via a write-protected CD. Detailed specifications will be provided to Client or Client's designated agent. |
| Technical and Operational contacts | Contractor's Support contacts will be provided to answer questions regarding the specifications document and operational requirements. Questions may be presented by Client or its designee. |
| Test CD | A test CD will be provided containing five hundred (500) patient accounts and their associated transaction activity |
| Final CD | Final CD will include all debit and credit balance accounts residing in the active AR. Zero balance accounts will be provided up to the age of two (2) years (based on the date the account was placed on the system). Patient demographic and insurance information is included. |

APPENDIX D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into between Miami-Dade County ("Covered Entity") and Advanced Data Processing, Inc., ("Business Associate"), effective as of July 1, 2011 (the "Effective Date").

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, an agreement or other documented arrangement (the "Underlying Agreement"), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and use Protected Health Information ("PHI") that is confidential under state and/or federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 ("HIPAA Regulations"); and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary") (the "HITECH Act"), and other applicable state and federal laws, all as amended from time to time; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable unless otherwise defined herein.

2. Obligations of Business Associate.

a. Permitted Uses and Disclosures. Business Associate shall only Use or Disclose PHI for the purposes of (i) performing Business Associate's obligations under the Underlying Agreement and as permitted by this Agreement; or (ii) as permitted or required by law; or (iii) as otherwise permitted by this Agreement. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity,

except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506 (c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that with respect to any such Disclosure either: (i) the Disclosure is Required by Law; or (ii) for permitted Disclosures when required by law, Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

b. Appropriate Safeguards. Business Associate shall implement administrative, physical, and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this Agreement.

c. Compliance with Security Provisions. Business Associate shall: (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA.

d. Compliance with Privacy Provisions. Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA.

e. Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable and mandated by law, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

f. Encryption. To facilitate Business Associate's compliance with this Agreement and to assure adequate data security, Covered Entity agrees that all PHI provided or transmitted to Business Associate pursuant to the Underlying Agreement shall be provided or transmitted in a manner which renders such PHI Unusable,

55

Unreadable or Indecipherable to Unauthorized Individuals, through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act on the HHS Web site. Covered Entity acknowledges that failure to do so could contribute to or permit a Breach requiring patient notification under the HITECH Act and further agrees that Business Associate shall have no liability for any Breach caused by such failure.

3. Reporting.

a. Security Incidents and/or Unauthorized Use or Disclosure. Business Associate shall report to Covered Entity a successful Security Incident or any Use and/or Disclosure of PHI other than as provided for by this Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure (but not later than ten (10) days thereafter), in accordance with the notice provisions set forth herein. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity, and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Covered Entity shall comply with the requirements of Section 3.b below.

b. Breach of Unsecured PHI. The provisions of this Section 3.b are effective with respect to the Discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, Use or Disclosure of Covered Entity's PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). If the Business Associate Discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within three (30) days of the date Business Associate Discovers such Breach. Business Associate shall be deemed to have discovered a Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR §164.410. Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HITECH Act with respect to such Breach.

56

4. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this Agreement (the "Subcontractors Agreement").

5. Rights of Individuals.

a. Access to PHI. Within ten (10) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an individual to enable Covered Entity to fulfill its obligations under 45 CFR §164.524. Subject to Section 5.b below, (i) in the event that any individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate shall directly respond to such request in compliance with 45 CFR §164.524; and (ii) in the event such request appears to be for a purpose other than a routine billing inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

b. Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual. Business Associate may charge a fee to the individual for providing a copy of such information, but such fee may not exceed the Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

c. Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

d. Accounting Rights. This Section 5.d is subject to Section 5.e below. Business Associate shall make available to Covered Entity, in response to a request from an individual, information required for an accounting of disclosures of PHI

with respect to the individual, in accordance with 45 CFR §164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

e. Accounting of Disclosures of Electronic Health Records. The provisions of this Section 5.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.

f. Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity shall also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6. Remuneration and Marketing.

a. Remuneration for PHI. This Section 6.a shall be effective with respect to exchanges of PHI occurring six months after the date of the promulgation of

final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.

b. Limitations on Use of PHI for Marketing Purposes. Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (1) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501, and (2) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from time to time. Covered Entity agrees to assist Business Associate in determining if the foregoing requirements are met with respect to any such marketing communication.

7. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

8. Minimum Necessary. To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

9. State Privacy Laws. Business Associate shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA or the HITECH Act.

10. Termination.

a. Breach by Business Associate. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, then Covered Entity shall promptly notify Business Associate. With respect to such breach or violation, Covered Entity shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Business Associate, terminate its relationship with Business Associate; or (iii) if

such termination is not feasible, report the Business Associate's breach or violation to the Secretary.

b. Breach by Covered Entity. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Business Associate shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, terminate its relationship with Covered Entity; or (iii) if such termination is not feasible, report the Covered Entity's breach or violation to the Secretary.

c. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate shall continue to extend the protections of this Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act.

11. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or confidentiality of PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this Agreement incorporating any such changes.

12. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

13. Effect on Underlying Agreement. In the event of any conflict between this Agreement and the Underlying Agreement, the terms of the Underlying Agreement shall control.

14. Survival. The provisions of this Agreement shall survive the termination or expiration of the Underlying Agreement.

15. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

16. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

17. Notices. All notices required or permitted under this Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery:

If to Covered Entity: _____

Attn: _____
Telephone no: _____
Facsimile no: _____

If to Business Associate: C/O Advanced Data Processing, Inc.
6451 N. Federal Highway, Suite 1000
Ft. Lauderdale, FL 33308
Attn: Joe McCloskey, Vice President, Compliance
Officer
Telephone no: 954-308-8714
Facsimile no: 305-521-0785

IN WITNESS WHEREOF, the parties hereto have duly executed this as of the Effective Date.

[COVERED ENTITY]
By: _____
Name: _____
Title: _____
Date: _____

By: Joseph McCloskey
Name: JOSEPH MCCLOSKEY
Title: COMPLIANCE OFFICER
Date: 5-10-11

61