

**AGREEMENT
FOR AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES**

THIS AGREEMENT, hereinafter "AGREEMENT", made and entered into this 1st day of January, 2007 by and between LEON COUNTY, a political subdivision of the State of Florida, with principal offices located at 301 South Monroe Street, Tallahassee, FL 32301, hereinafter referred to as the "COUNTY", and Advanced Data Processing, Inc., a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1002, Ft. Lauderdale, FL 33308, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which the CONTRACTOR will render those professional services in connection with said project as hereinafter defined.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. DEFINITION OF THE PROJECT. The objective of the project is to utilize the services of the CONTRACTOR to provide the COUNTY with ambulance billing and related services.

SECTION 2. SCOPE OF SERVICES. The CONTRACTOR shall perform and carry out the services presented in CONTRACTOR'S Scope of Work (Exhibit B), as identified herein. All payments shall be paid directly to 'LEON COUNTY' via "Locked-Box" facility as directed by the COUNTY.

SECTION 3. TERM. This Contract shall be effective for a one-year period from March 1, 2007 through February 28, 2008, under the terms and conditions contained herein unless otherwise terminated. This Agreement shall automatically renew for four (4) separate additional one (1) year terms under the then in force terms and conditions unless COUNTY provides written notice to terminate to CONTRACTOR at least sixty (60) days prior to expiration of the then current term.

SECTION 4. FEE FOR SERVICES.

4.01 The CONTRACTOR shall provide to the COUNTY a monthly invoice representing fees for the services. Fees for Services shall be calculated as follows: Five percent (5%) of all monies collected by CONTRACTOR, less refunds and excluding Medicaid accounts, during the previous month, plus ten dollars (\$10) per Medicaid account. In addition, fees shall include Seven hundred and fifty dollars (\$750) per month for providing billed patients required HIPAA-compliant Privacy Notice.

4.02 The CONTRACTOR shall be paid in accordance with the Florida Prompt Payment Act.

4.03 The COUNTY shall bear the cost of any and all lock-box services. All other costs incurred by CONTRACTOR in the performance of services as specified herein (including, but not limited to postage, materials, communications and phone costs and, other operating costs) shall be borne by the CONTRACTOR.

4.04 There shall be no charge to the COUNTY for the CONTRACTOR accepting an electronic interface of patient run report data.

4.05 If through no fault of the COUNTY, a claim (Bill for Services to an insurance company) is not filed in a timely manner (as defined by the subject insurance policy), and as a result cannot be collected, the CONTRACTOR will be responsible for the payment of said claim or the difference of the original claim amount and a negotiated settlement thereof.

4.06 The COUNTY reserves the right to request changes in the services within the general scope of the Contract to be performed upon mutual agreement by the COUNTY and CONTRACTOR which shall specify the change ordered and the adjustment of time and compensation required therefore.

4.07 Any services added to the scope of this Agreement by a change order shall be executed in compliance with all other applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized unless contained in the duly executed change order.

SECTION 5. PURCHASE OPTION

5.01 Option to Purchase Field Data Collection Software and Hardware:

At the sole option of the COUNTY, the COUNTY may purchase and require the CONTRACTOR supply COUNTY with the Field Data Collection Software and Hardware, (Field Data System) as outlined in Exhibit E, Tab 8. Delivery shall be in accord with Exhibit E, Tab 3.

5.02 Option to Purchase Field Data Collection Software and Hardware with Advanced Data Processing, Inc. financing:

At the sole option of the COUNTY, it may purchase from CONTRACTOR the Field Data Collection Software and Hardware. Should the COUNTY exercise its option to purchase the Field Data Collection Software and Hardware, and finance such purchase through Advanced Data Processing, Inc., the COUNTY agrees to compensate CONTRACTOR 2.3% of all monies collected by CONTRACTOR, less refunds and excluding Medicaid accounts, plus five dollars (\$5) per Medicaid account, during the previous month.

COUNTY will maintain, at its own expense, casualty and liability insurance for loss or damage to Field Data System under its care, control and custody. COUNTY will provide to the CONTRACTOR or CONTRACTOR's designee a certificate of insurance.

SECTION 6. REPORTS. The CONTRACTOR shall provide the COUNTY with status reports as set forth in Exhibit B and such other reports as mutually agreed upon.

SECTION 7. DATA TO BE FURNISHED BY COUNTY. The COUNTY will make available to the CONTRACTOR, for use in performance of services under Section 2 of this Contract, all available reports, studies or any other materials in its possession that may be useful to the CONTRACTOR. All material furnished by the COUNTY will not be disclosed to any party, other than as required under this Agreement, without the COUNTY's prior written approval.

SECTION 8. INDEPENDENT CONTRACTORS. The CONTRACTOR is an independent contractor and not an employee or agent of the COUNTY with the following exception:

To the extent necessary to fulfill its billing and collection efforts under the Agreement, the CONTRACTOR is authorized to sign in an administrative capacity FOR THE COUNTY the following types of standard forms and correspondences only: probate filings; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of the COUNTY; and insurance filings and related forms. The CONTRACTOR has no authority to sign any document that imposes any additional liability on the COUNTY or otherwise.

The CONTRACTOR shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of the services by CONTRACTOR. The CONTRACTOR shall be fully responsible for all matters relating to payment of employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters. The CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

CONTRACTOR shall not utilize subcontractors in the performance of this Agreement. The use of subcontractors requires the prior approval of the COUNTY.

SECTION 9. INDEMNIFICATION. The CONTRACTOR shall indemnify and hold the COUNTY harmless from and against any and all claims, losses and causes of actions which may arise out of any act or omission of the CONTRACTOR, its employees, agents, representatives, consultants, or its SUBCONTRACTORS relating to its performance under this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith and shall pay all costs and judgments (including, but not limited to, attorneys' fee and costs), that may issue thereon. The above provisions shall survive the

termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

Nothing contained herein is intended nor shall be construed to waive COUNTY's rights and immunities under the common law or §768.28, Florida Statutes, as amended from time to time.

SECTION 10. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors. The cost of such insurance is the responsibility of the CONTRACTOR.

10.01 Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

- a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate.
- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. (*Non-owned, Hired Car*).
- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employee's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. **Waiver of Subrogation in lieu of Additional Insured will suffice.**
- d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made from with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage," CONTRACTOR may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
- e. Umbrella: \$2,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

10.02 FIDELITY BOND:

A FIDELITY Bond or proof of sufficient indemnity insurance in the amount of not less than One Million and 00/100 (\$1,000,000.00) Dollars shall be supplied by the CONTRACTOR prior to contract execution. Coverage to be provided shall include: Theft – Per Loss Coverage; Forgery or Alteration; Inside the Premises – Theft of Money and securities; Inside the Premises – Robbery or Safe Burglary of Other Property; Outside the Premises; Computer Fraud; Funds Transfer Fraud; and Money Orders and Counterfeit Paper Currency; and Third Party Crime Coverage.

Bond Forms shall comply with §255.05, Florida Statutes.

10.03. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY in concurrence with the approval of this contract. No decreases in coverage can occur without the approval of the COUNTY.

10.04 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages (*COUNTY is to be named as Additional Insured*).

1. The COUNTY, its officers, officials, employees and volunteers are to be covered as additional insures as respects; liability arising out of activities performed by or on behalf of the CONTRACTOR; including the insured general supervision of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protections afforded the COUNTY, its officers, officials, employees or volunteers.
2. The CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. CONTRACTOR hereby waives subrogation rights for loss or damage against the COUNTY.
3. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.

- 4. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5. Companies issuing the insurance policy, or policies, shall have no recourse against the COUNTY for payment of premiums or assessments for any deductibles which are at the sole responsibility and risk of the CONTRACTOR.

b. All Coverages
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.

10.05. Acceptability of Insurers
Insurance is to be placed with insurers with a Best rating of no less than A:VII.

10.06. Verification of Coverage
CONTRACTOR shall furnish the COUNTY with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the COUNTY before work commences. The COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.

SECTION 11. OWNERSHIP OF DOCUMENTS. CONTRACTOR shall be required to work in good faith with other consultants relative to providing information requested in a timely manner and in the specified form. The CONTRACTOR agrees that any and all documents, records, disks, and electronic data produced in the performance of services under this Agreement shall be the sole property of the COUNTY, including all rights therein of whatever kind except as may otherwise be provided hereinafter. Failure to turn over such documents within ten (10) days of a written request by COUNTY may be cause for the COUNTY to withhold payments due CONTRACTOR or to enforce this clause by any other cognizable legal remedies.

SECTION 12. EXHIBITS AND PRECEDENTIAL ORDER. The following named Exhibits are attached hereto and made an integral part of this Agreement as if fully set forth below, and shall be fully complied with by the Parties and interpreted in the following precedential order should the provisions of any Exhibit conflict with the provisions of this Agreement or any other Exhibit:

A. Exhibit List:

- Exhibit A Business Associate Addendum
- Exhibit B Scope of Work
- Exhibit C Performance Standards
- Exhibit D Request for Proposal, #BC-09-21-06-61, Release Date: 8/24/06
- Exhibit E CONTRACTOR's September 21, 2006 Proposal

B. Precedential Order:

- 1) Agreement
- 2) Exhibit A
- 3) Exhibit B
- 4) Exhibit C
- 5) Exhibit D
- 6) Exhibit E

SECTION 13. TERMINATION.

During the term of this Agreement the COUNTY may terminate this Agreement either for Convenience after first giving to CONTRACTOR, not less than ninety (90) days prior written notice or for Default.

For cases of Default, the CONTRACTOR shall be given opportunity to cure the default within the thirty (30) day period following such written notice. In the event the acts constituting Default are a violation of law, CONTRACTOR shall be subject to immediate termination of contract without notice.

Upon termination, the CONTRACTOR shall submit an invoice(s) to the COUNTY in an amount(s) representing fees for services actually performed or obligations incurred to the date of effective termination for which the CONTRACTOR has not been previously compensated. Upon payment of all sums found due, the COUNTY shall be under no further obligation to the CONTRACTOR, financial or otherwise.

For purposes of this section, the notice period begins when the CONTRACTOR receives written notice from the COUNTY.

SECTION 14. FORCE MAJEURE. Neither the COUNTY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Force Majeure event, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control and foreseeability of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable nor which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

SECTION 15. JURISDICTION, VENUE and CHOICE OF LAW. All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the laws of the State of Florida. Any legal action by either party against the other concerning this agreement shall be filed in Leon County, Florida, which shall be deemed proper jurisdiction and venue for the action.

SECTION 16. ASSIGNMENT OF CONTRACT. The CONTRACTOR shall not sell, transfer, assign or otherwise dispose of its rights under this Agreement or any part thereof or work provided therein, or of its right, title or interest therein, unless otherwise provided in this Agreement, without express prior consent by the COUNTY, such consent shall not be unreasonably withheld.

SECTION 17. NOTICES. All notice pertaining to this Agreement shall be delivered or mailed to such party at their respective addresses as follows:

To the COUNTY: Tom Quillin
Chief, Emergency Medical Services
2280 Miccosukee Road
Tallahassee, FL 32308

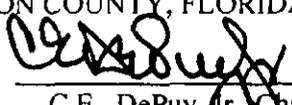
To the CONTRACTOR: Brad Williams
Vice President
Advanced Data Processing, Inc.
6451 North Federal Highway, Suite 1002
Ft. Lauderdale, FL 33308

SECTION 18. REPRESENTATION AND WARRANTY. CONTRACTOR represents that they have experience and agrees to follow all Federal, State and Local Laws including, but not limited to, Public Records laws, and those laws and statutes applicable to discrimination.

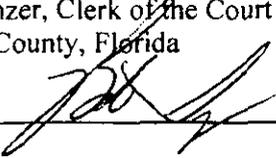
SECTION 19. INTEREST OF CONTRACTOR. It is agreed that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the CONTRACTOR's services under this Agreement. It is further agreed that in the performance of this Agreement the CONTRACTOR shall employ no person having any such interest.

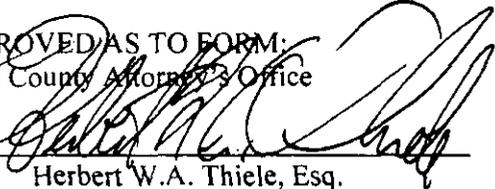
SECTION 20. SEVERABILITY. Should any part, term or provisions of this Agreement be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected thereby.

IN WITNESS OF THE FOREGOING, the COUNTY has caused this Agreement to be signed by the Chairman, attested by the County Clerk, and the CONTRACTOR has executed this Agreement effective as of the date set forth above.

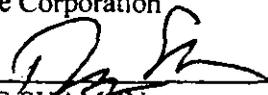
LEON COUNTY, FLORIDA
By: 
C.E. DePuy, Jr., Chairman
Board of County Commissioners



ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida
By: 

APPROVED AS TO FORM:
Leon County Attorney's Office
By: 
Herbert W.A. Thiele, Esq.
County Attorney

CONTRACTOR:
Advanced Data Processing Inc.
A Delaware Corporation


By: DOUG SHAMON
Its: President

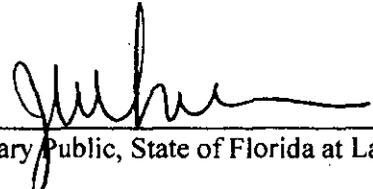
CORPORATE SEAL (If Applicable):

STATE OF FLORIDA,
COUNTY OF BROWARD.

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Doug Shamon, as President of Advanced Data Processing, Inc., a Delaware corporation, and acknowledged execution of the foregoing Agreement for the use and purposes mentioned in it and that the instrument is the act and deed of the CONTRACTOR.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the State and County aforesaid on March 28, 2007.

NOTARIAL SEAL:


Notary Public, State of Florida at Large

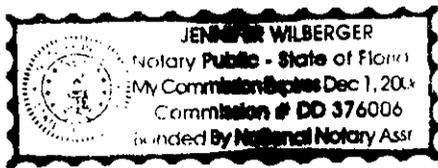


EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

Advanced Data Processing, Inc. the "Business Associate" (hereinafter referred to as "ADPI") and Leon County (hereinafter referred to as "County") hereby agree to be bound by the following terms and conditions.

Definitions:

- (a) Business Associate. "Business Associate" shall mean Advanced Data Processing, Inc.
- (b) Covered Entity. "Covered Entity" shall mean Leon County, Florida
- (c) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- (d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and part 164, Subparts A and E.
- (e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.
- (g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner as directed, to Protected health Information in a Designated Record Set, to Covered Entity, or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information 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 as directed.

(h) Business Associate agrees to make internal practices, books, and records including policies and procedures and Protected health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner as directed, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions

(a) Specify purposes: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide Billing and Collection Services to Covered Entity, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

(d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

Obligations of Covered Entity

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of January 1, 2007, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon that return or a determination that destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means this section as in effect or as amended.

(b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public law 104-191.

(c) Survival. The respective rights and obligations of Business Associate regarding Protected Health Information under this Agreement shall survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

HIPAA Security Requirements Applicable to Electronic PHI

The Business Associate will:

(a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity;

(b) ensure that any agent, including a subcontractor, to whom it provides electronic PHI agrees to implement reasonable and appropriate security measures to protect the electronic PHI; and

(c) report to the Covered Entity any security incident of which it becomes aware concerning electronic PHI.

EXHIBIT B

SCOPE OF SERVICES

CONTRACTOR shall provide complete medical billing and accounts receivable management services for COUNTY's ambulance services in accordance with CONTRACTOR's responsibilities outlined below:

CONTRACTOR's Responsibilities:

CONTRACTOR will provide timely and accurate billing services for emergency medical treatment and transport services utilizing information provided by COUNTY and information obtained from other reliable sources including:

All services will be provided as stated in the Proposal, Exhibit E. The following is a summary of these responsibilities:

1. Provide billing and collection services for Leon County Emergency Medical Services, as required on a case by case basis, with emphasis on accelerated turnaround between services provided and payment received.
2. The fee for services includes all expenses of billing and collection including, but not limited to, stationary, fax, forms, envelopes, mailing, postage and telecommunications/phone facilities/charges.
3. Ensure that all required documentation and agreements with payors (e.g. Medicare, Medicaid, Champus, etc.) are filed and maintained and that the COUNTY is kept apprised of important changes to industry regulations.
4. CONTRACTOR agrees that it will be knowledgeable of different industry insurance plans and will ensure that every billable charge is pursued.
5. Provide reasonably necessary training periodically to COUNTY'S EMS and/or CITY FIRE RESCUE PARAMEDICS personnel regarding the gathering of the necessary information and proper completion of run tickets.
6. Provide prompt submission of Medicare, Medicaid and insurance claims (within 72 hours) after receiving completed run ticket, which shall be CONTRACTOR's notice to commence the billing/collection service including keeping logs confirming all electronic submissions. Secondary insurance provider claims shall be submitted after the primary insurance provider has paid. CONTRACTOR shall follow-up on rejected and inactive claims, and establish payor remittance accounts and procedures.
7. Utilize most up-to-date knowledge and information with regard to coding procedures, assigning of ICD-9 diagnostic codes and proper preparation of

electronic and paper insurance filings to ensure compliance with applicable Federal, State and local regulations.

CONTRACTOR is responsible to provide the necessary software required to transmit documentation from the COUNTY to the CONTRACTOR.

8. Reconcile the number of transports collected with those transmitted to the CONTRACTOR and notify the COUNTY of all discrepancies.
9. CONTRACTOR shall provide a designated liaison for patient/payor concerns.
10. Provide survey questionnaires or mail inserts to patients at the COUNTY's request at additional charge.
11. Provide all customer-related inquiry services and prepare additional third-party claims or patient payment arrangements based on this information exchange. Provide a toll free telephone number for patients to be answered as designated by the COUNTY. CONTRACTOR shall maintain Bi-lingual (at minimum English and Spanish) customer services capabilities.
12. Facilitate proper security of confidential information and proper shredding of all disposed materials containing such proprietary information.
13. Visit hospitals and/or establish with hospitals arrangement to obtain/verify patient insurance and contact information.
14. Respond to any COUNTY or patient inquiry or questions within two (2) business days.
15. The CONTRACTOR shall respond to an emergency request for information from COUNTY within four (4) hours of request.
16. Treatment as confidential any records of care or treatment of patients solely for the purpose of processing and collecting claims and shall not release any such information in any legal action, business dispute or competitive bidding process.
17. Use of proprietary systems, procedures or techniques as required to achieve higher collection rates and improved case flow.
18. Maintain appropriate accounting procedures for reconciling all deposits, receivables, billings, patient accounts, adjustments and refunds.
19. CONTRACTOR will provide access to COUNTY for all requested information in order for COUNTY to perform appropriate and periodic audits.

20. Provide timely comprehensive reports facilitating all required aspects of monitoring, evaluating, auditing and managing the services provided and the interface between the COUNTY and the CONTRACTOR.
21. Process refund requests providing the COUNTY with documentation substantiating each refund processed.
22. Provide COUNTY all unpaid invoices along with the complete processing history once collection efforts are exhausted.
23. The CONTRACTOR must maintain the ability to accept credit card payments from customers of the COUNTY.
24. CONTRACTOR shall process refund requests to the COUNTY immediately upon recognizing an overpayment situation and shall provide the COUNTY with documentation substantiating each refund processed.
25. Assign billing patient numbers providing cross-reference to the COUNTY's assigned transport numbers.
26. Responsible for obtaining all necessary rescue and insurance information.
27. Provide accurate coding of procedures and diagnosis and correlation of rescue documentation.
28. Annually make recommendations for fee schedule changes, regularly advise on changes in statutes and industry regulations.
29. Respond to all patients' requests and inquiries, either written or verbal.
30. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.
31. Provide for facilities to permit real-time read only electronic look-up access to CONTRACTOR's system to obtain and print patient data and billing information.
32. The CONTRACTOR will implement a system where all permanent records (paper or electronic) will be maintained in an electronic format that is readily accessible by the COUNTY personnel and meets all federal and state requirements for maintaining patient medical records.
33. Maintain daily deposit control sheets and original documentation.
34. In addition to any other report requirements, CONTRACTOR will provide COUNTY monthly aging balance reports by payor.

35. CONTRACTOR will provide initial on-site training to the COUNTY, on the use of data collection procedures and the use of any mechanisms or equipment provided. Thereafter, CONTRACTOR will provide a training program for COUNTY use in orienting new employees. CONTRACTOR shall provide annual continuing education module for use with field personnel on data collection. Continuing education may be accomplished either on site or through a web enabled distance learning system.
36. Submit claims, process statements, post receivables, process refund requests and submit reports within following specified timeframes and frequencies:
- a. The CONTRACTOR shall forward an invoice and Notice of Privacy Policy (NPP) to each patient within three (3) business days of receipt of a completed Ambulance Call Report (ACR) or equivalent electronic file.
 - b. CONTRACTOR shall submit all insurance claims for reimbursement, if applicable, within three (3) business days of receipt of adequate insurance information to file a claim.
 - c. CONTRACTOR shall forward statements to insured patients (except Medicaid recipients) on a regular cycle not to exceed 45 days between mailings from the initial invoice until the account is appropriately closed in accordance with agreed written procedures.
 - d. CONTRACTOR shall respond to requests from patients and payors within two (2) business days when additional information or documentation is requested to process a claim.
 - e. CONTRACTOR shall be responsible for filing all appeals for denied claims or partially denied claims when an internal review shows justification for reimbursement of the claims. This shall occur within twenty (20) business days of notification of denial. The CONTRACTOR shall be responsible for all costs of appeals, fair hearings, or administrative law judge hearings unless the COUNTY agrees in advance to pay a portion of the costs.
 - f. CONTRACTOR shall identify accounts with no activity or returned mail for turning over to the COUNTY designated collection agency.
 - g. CONTRACTOR shall notify the COUNTY within five (5) business days of any overpayments of payments received in error using a Refund Request form in order for the COUNTY to issue a check to resolve overpayments, credit balances, or payments received in error.

37. CONTRACTOR shall implement and comply with a Compliance Plan consistent with the intent and activities included in the U.S. Office of Inspector General (OIG) Compliance Program Guidance for Third party Medical Billing Companies 63 FR 70138; (December 18, 1998).
 - a. CONTRACTOR agrees to an annual billing compliance audit to be conducted by a reputable third party vendor who is experienced in Emergency Medical Service billing and auditing. The billing compliance auditor shall be selected by the COUNTY and paid for by the CONTRACTOR.

COUNTY's Responsibilities:

1. COUNTY will provide CONTRACTOR with patient encounter information on a timely basis and in sufficient detail to support diagnosis and procedure coding. COUNTY will also provide patient demographic information necessary for accurate patient identification including name, address, social security number, date of birth, and telephone number. Where possible, COUNTY will obtain and provide CONTRACTOR with patient health insurance, auto insurance, or other insurance information.
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 CONTRACTOR has exhausted its collection efforts.
4. COUNTY will timely process refunds identified by CONTRACTOR for account overpayments.
5. COUNTY will provide a Lock Box address to CONTRACTOR and will instruct Lock Box to forward all Lock Box documents to CONTRACTOR for processing.
6. COUNTY will cooperate with CONTRACTOR in all matters to ensure proper compliance with laws and regulations.
7. COUNTY shall:
 - a. Submit to the CONTRACTOR, within two (2) business days, all Ambulance Call Reports (ACR) in an electronic format, using contractor supplied mechanism. In times that an electronic system is not available, COUNTY shall submit paper ACR to CONTRACTOR for processing.
 - b. Provide a complete description on the ACR of the services provided, condition of the patient, description of the illness or injury necessitating an ambulance, and demographic information regarding the patient and his or her insurance, when possible.
 - c. Be responsible for establishing all charges for the services provided by EMS

8. COUNTY will consult with the CONTRACTOR to establish policies for the CONTRACTOR's activities for the following functions:
- a. Medical diagnosis documentation
 - b. Rate establishment and modification processes
 - c. Payer contracting policies
 - d. Special situation adjustments and authority
 - e. Write-offs
 - f. Financial hardship documentation processes
 - g. Discounts
 - h. Payment plans
 - i. Acceptance of credit card payments
 - j. Compliance activities
 - k. Medical records management
 - l. Quality improvement policies
 - m. HIPAA Compliance Standards

EXHIBIT C

PERFORMANCE STANDARDS

1. Performance Benchmarks shall provide to COUNTY the means to evaluate CONTRACTOR'S ability to reliably collect revenue for billed charges within compliance limits (excluding billings for helicopter services). The parties acknowledge and agree that the first reporting period for the performance standards shall be for the period January 1, 2007 through December 31, 2007 in order to establish a benchmark for current performance.
2. The following Performance Standards will be used by COUNTY to establish the acceptability of the services provided by CONTRACTOR.
 - (a) **Average Net Collection Rate.** The benchmark for Average Net Collection Rate is a minimum of sixty-two percent (62%) measured twelve months after date entered.
 - (b) **Collection Cycle.** The Net Collection Rate for each month's billings shall meet or exceed seventy-five percent (75%) or more of the Average Net Collection Rate benchmark described above six months after the month billed.
 - (c) **Information Collected.** The benchmark for Information Collected is the percent of paying patients and is a minimum of sixty-eight percent (68%) measured twelve months after date entered.
3. Performance Standards may be modified or updated on an annual basis by mutual agreement of COUNTY and CONTRACTOR. COUNTY acknowledges that the performance standards will be reviewed at the initial 6 month period based on the first 90 days of activity and new standards may be established by mutual agreement between the COUNTY and CONTRACTOR.
4. For the purposes of this Agreement as related to Performance Standards, the following definitions apply:
 - (a) *Transport month* means the month in which the patient is transported for any given incident.
 - (b) *Gross Amount Billed* means amount initially billed for the accumulation of charges for all services provided for a given incident, exclusive of any adjustments or write-offs.

- (c) *Net Amount Billed* means Gross Amount Billed minus adjustments for allowables, write-offs and unbillables.
- (d) *Net Collection Rate* means Receipts divided by Net Amount Billed.
- (e) *Percent of Paying Patients* is the number of patients as a percentage of total patients billed in a given transport month against whose account some payment has been received.