

Orig. 20

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX CORPORATION, FOR AMBULANCE BILLING AND RELATED PROFESSIONAL CONSULTING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, for Ambulance Billing and Related Professional Consulting Services, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 13th day of September, 2016.

PASSED SECOND READING this 27th day of September, 2016.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

CLS/ds
9/1/16
L:ord/2016-304

Aug. 20

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 30th day of September, 2016, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX CORPORATION, A DELAWARE CORPORATION, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

WHEREAS, in addition to EMS services, City has requested and Contractor agrees to provide consulting services to City to enroll in the Florida EMS Continuing Public Expenditure Program ("CPE" Program) and provide ongoing consulting/costing services for both the Florida CPE and Ambulance Supplemental Payment Program ("ASPP") revenue programs (the "Consulting Services") further defined in Exhibit "E" (CPE-ASPP Program Scope of Consulting Services and Revenue Recognition Process) for a term coterminous with this Agreement.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide billing, collection and related consulting services and equipment for municipalities and other providers of emergency medical services ("EMS") upon the terms and conditions herein set forth.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and Exhibit "A-2" (Collection Efforts), attached hereto and by reference incorporated herein and made a part hereof.

4. Term and Termination.

A. Term. This Agreement shall be effective for an initial three (3) year period, commencing on the Effective Date unless terminated as provided in this section 4 (the "Initial Term"). Following the expiration of the Initial Term, subject to the payment of all fees due hereunder, in the event City determines the Contractor to be in full compliance with this Agreement and Contractor's performance to be satisfactory, then City shall have the option to renew this Agreement for two (2) additional, one (1) year periods ("Renewal Terms"), provided

that City will provide notification within sixty (60) days of termination date of its intention not to renew this Agreement ("Renewal Terms"; collectively, the Initial Term together with any Renewal Terms are the "Term. All terms and conditions hereof shall remain in full force and effect during the Term unless this Agreement is amended in a writing executed by each Party hereto.

B. Events Triggering Termination. This Agreement shall be subject to termination under the following conditions.

1. Termination for Convenience. Following one (1) year from the Effective Date of this Agreement, either City or Contractor may terminate this Agreement for convenience upon thirty (30) days prior written notice to the other party.

2. Termination with Cause. If Contractor materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from City specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

3. If City materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Contractor specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

4. Termination Due to Bankruptcy. If Contractor: (i) applies for or consent to the appointment of a petition in bankruptcy; (ii) make a general assignment for the benefit of creditors; (iii) file a petition or answer seeking reorganization or arrangement with creditors; or (iv) take advantage of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either party bankrupt or approving a petition seeking reorganization of either party or appointment of a receiver, trustee or liquidator of either party or all or a substantial part of its assets (subsections (i) through (iv), each a "Bankruptcy Event"), this Agreement shall terminate automatically and immediately upon written notice from the other party to the party who has incurred a Bankruptcy Event.

C. Rights Upon Termination. If this Agreement is terminated for any reason, including, without limitation, the breach of this Agreement by any party, Contractor shall be entitled to recover when due and payable hereunder, all amounts owed to Contractor hereunder accrued but unpaid as of the date of termination. Following termination of this Agreement, for a period of ninety (90) days (the "Transition Period"), Contractor, at its sole discretion and upon written notice to City of its election to do so, may continue its billing and collection efforts as to those accounts referred to Contractor prior to the effective date of termination, subject to the terms and conditions of this Agreement, for the fee set forth in Exhibit "A-1". At the end of the Transition Period, Contractor shall return all records to City in a commercially standard format on a commercially standard media as determined by Contractor in its sole discretion; provided, however, that Contractor may keep any copies of records in accordance with applicable law. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination,

will not relieve either party that has breached this Agreement from liability for damages resulting from such breach and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof.

5. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

6. Price Formula. City agrees to pay Contractor for performance of the services set forth in Exhibit "A-1" (Compensation & Method of Payment).

7. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

8. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Intermedix Corporation
6451 N. Federal Hwy., Suite 1000
Fort Lauderdale, FL 33308
Attn: Brad Williams, VP & CAO

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

9. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

10. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

11. Business Associate Obligations.

HIPAA Business Associate Exhibit/Changes In HIPAA. Each party agrees to the obligations set forth in the BA Agreement attached hereto as Exhibit "B" (the "BA Agreement"). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to Contractor's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then Contractor and City shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a "Revised BA Agreement"), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect.

12. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "F" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

13. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence or willful misconduct of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

14. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment. Notwithstanding the foregoing sentence, Contractor may, upon approval by City, assign this Agreement to any affiliate or any entity resulting from the sale, combination or transfer of all or substantially all of the assets or capital stock, or from any other corporate form of reorganization by or of Contractor.

15. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

16. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

17. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

18. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

19. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

20. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon

completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

**100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

21. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

22. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

23. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

24. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

25. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

Betty J. Manis

By: [Signature]
LAMAR FISHER, MAYOR

Shelly R. Bartholomew

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND, CITY CLERK

(SEAL)

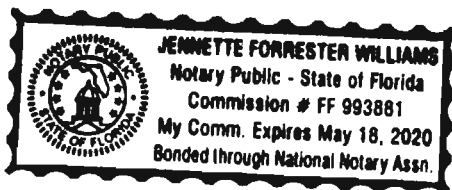
Approved As To-Form:

[Signature]
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of September, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Jenette Forrester-Williams
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Advanced Data Processing, Inc., subsidiary of
Intermedix Corporation, a Delaware corporation
(Print name of company)

Witnesses:

Teresa Agostinelli

Teresa Agostinelli
(Print or Type Name)

Misaka Sandy Delans
(Print or Type Name)

By: Brad Williams

Print Name: Brad Williams

Title: VP & CAO

Business License No. (FEIN) 22-3875190

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of August, 2016, by
Brad Williams as VP & CAO of Advanced Data Processing, Inc., subsidiary of Intermedix
corporation, A Delaware corporation on behalf of the corporation. He/she is personally known
to me or who has produced _____
_____ (type of identification) as identification.

NOTARY'S SEAL:



Iscania Collado
NOTARY PUBLIC, STATE OF FLORIDA

Iscania Collado
(Name of Acknowledger Typed, Printed or Stamped)

FF190058
Commission Number

l:agr/genl srvs/service contract -- no resolution

Exhibit "A"
Scope of Work

Base Services and Obligations:

- A. Contractor shall provide revenue cycle management services for City as described below. Contractor shall, during the Term:
1. Prepare and submit initial claims and bills for City promptly upon receipt thereof, and prepare and submit secondary claims and bills promptly after identification of the need to submit a secondary claim.
 2. Assist City in identifying necessary documentation in order to process and bill the accounts.
 3. Direct payments to a lockbox or bank account designated by City, to which City alone will have signature authority.
 4. Pursue appeals of denials, partial denials and rejections when deemed appropriate by Contractor.
 5. Respond to and follow up with Payors and respond to messages or inquiries from a Payor.
 6. Provide appropriate storage and data back-up for records pertaining to City's bills and collections hereunder, accessible to City at reasonable times.
 7. Maintain records of services performed and financial transactions.
 8. Meet, as needed, with representatives of City to discuss results, problems and recommendations.
 9. Provide any City-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.
 10. Contractor will support City in filing and maintaining required documentation and agreements with commonly-used Payors (e.g. Medicare, Medicaid, Champus, etc. City will maintain responsibility for enrollment, required documentation, and agreements with Out of State Payors, such as Out of State Medicaid programs, and other payors not commonly billed
 11. Provide reasonably necessary training periodically, as requested by City, to City's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.
 12. Utilize up-to-date knowledge and information with regard to coding requirements and standards, to comply with applicable federal, state and local regulations.
 13. Provide a designated liaison for City, patient and other Payor concerns.
 14. Provide a toll free telephone number for patients and other Payors to be answered as designated by City.
 15. Facilitate proper security of confidential information and proper shredding of disposed materials containing such information upon approval by City for shredding on any documents in accordance to the Florida Public Records Law.
 16. Establish arrangements with hospitals to obtain/verify patient insurance and contact information.
 17. Respond to any City, Payor or patient inquiry or questions promptly.
 18. Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments and refunds.
 19. Provide reasonable access to City for requested information in order for City to perform appropriate and periodic audits. Reasonable notice will be given to Contractor for any

planned audit and will be conducted during normal business hours of Contractor, all at the City's expense.

20. Provide timely reports facilitating required aspects of monitoring, evaluating, auditing and managing the Services provided.

21. Process refund requests and provide City with documentation substantiating each refund requested.

22. Assign billing to patient account numbers providing cross-reference to City's assigned transport numbers.

23. Maintain responsibility for obtaining missing or incomplete insurance information.

24. Provide accurate coding of medical claims based on information provided by City.

25. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.

26. Retain accounts for a minimum of twelve (12) months (unless otherwise specified by mutual agreement) and after twelve (12) months turn over accounts for which no collection has been made (unless insurance payment is pending) to an agency designated by City.

27. Permit real-time read only electronic look-up access by City to Contractor's Billing System to obtain patient data and billing information.

28. Maintain records in an electronic format that is readily accessible by City personnel and that meets federal and state requirements for maintaining patient medical records.

29. Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human Services (OIG).

B. *City's Responsibilities and Obligations:*

1. From each person who receives EMS from City ("Patient"), City shall use its best efforts to obtain and forward the following information ("Patient Information") to Contractor:

(i) the Patient's full name and date of birth;

(ii) the mailing address (including zip code) and telephone number of the Patient or other party responsible for payment ("Guarantor");

(iii) the Patient's social security number;

(iv) the name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and identification numbers;

(v) the auto insurance carrier address and/or agent's name and phone number if an automobile is involved;

(vi) the employer's name, address and Workers Compensation Insurance information if the incident is work related;

(vii) the Patient's Medicare or Medicaid HIC numbers if applicable;

(viii) the Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements;

(ix) the call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P;

(x) odometer readings or actual loaded miles transported such that loaded miles may be calculated;

(xi) physician certification statements (PCS) for non-emergency transports that are to be billed to Medicare pursuant to CMS regulations; and

(xii) any other information that Contractor may reasonably require to bill the Patient or other Payor.

2. City represents and warrants that all information provided to Contractor shall be accurate and complete. Contractor shall have no obligation to verify the accuracy of such information, and City shall be solely responsible for such accuracy.

3. City will provide Contractor with necessary documents required by third parties to allow for the electronic filing of claims by Contractor on City's behalf.

4. City will provide Contractor with its approved billing policies and procedures, including dispatch protocols, fee schedules and collection protocols. City will be responsible for engaging any third party collection service for uncollectible accounts after Contractor has exhausted its collection efforts.

5. City will timely process refunds identified by Contractor for account overpayments and provide to Contractor confirmation, including copies of checks and other materials sent.

6. City will provide a lock box or bank account address to Contractor and will instruct the lock box or bank custodian agency to forward all documents to Contractor for processing.

7. City will provide Contractor with daily bank balance reporting capabilities via the bank's designated web site.

8. City will cooperate with Contractor in all matters to ensure proper compliance with laws and regulations.

9. City represents and warrants that all of its employees, personnel and independent contractors involved in the delivery of EMS or otherwise performing services for City: (i) hold the licensure or certification required to perform such services, (ii) have not been convicted of a criminal offense related to health care or been listed as debarred, excluded or otherwise ineligible for participation in a Federal health care program and (iii) are not excluded persons listed on any of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.

10. City agrees that it will forward to Contractor copies of checks, or other payment documentation requested by Contractor relating to the subject matter of this Agreement, within 10 days of the date of receipt of those payments.

11. City agrees to notify Contractor in the event that their Electronic Patient Care Reporting (ePCR) vendor performs any system upgrades. Notification may be made in writing to support@Contractor.com.

Exhibit "A-1"
Compensation & Method of Payment

1. Fees. Contractor shall be paid by City a monthly amount representing fees for the Services provided by Contractor hereunder, computed as follows:

(a) Five and twenty-five hundredths percent (5.25%) per month of all monies collected by Contractor for EMS billing non-Medicaid accounts provided by City less refunds ("Net Collections"), plus

(b) Eleven dollars (\$11.00) per Florida Medicaid beneficiary account, whether or not such account is ultimately paid by Florida Medicaid, plus

(c) Seven hundred dollars (\$700.00) per month for HIPAA-compliant Notice of Privacy Practices sent more specifically described in Exhibit "C" (Optional Services), plus

(d) OPTION PROVIDED TO CITY: In the event City elects this Option (d), City will provide written notification to Contractor of acceptance of this Option (d).

(i) Fleeteyes Software: Twenty-three (23) Fleeteyes software/ Zirgo tracking modems for CITY's twenty-three (23) vehicles will be provided to City at no charge, as more specifically described in Exhibit "D" (Fleeteyes Web Applications and Services Transactions Agreement).

(ii) CAD Interface: CONTRACTOR will provide to City at no charge, an interface to City's Computer-Aided Dispatch ("CAD") system for the purpose of supplying the Fleeteyes software in a format suitable as prescribed by Contractor. City acknowledges that Contractor is not responsible for any lack of cooperation by City's CAD vendor in attempting to develop such interface for City. Should City change CAD vendor or substantially change CAD software version after initial implementation, City shall be responsible for costs to implement the new CAD interface, plus

(c) All amounts set forth in any Exhibit or Schedules, attached hereto.

2. Contractor shall submit the monthly invoices for fees for the Services to _____ ATTN: _____. City shall pay the amount invoiced within forty-five (45) days of receipt of such invoice. In the event City disputes any part of the invoiced amounts, such dispute shall be raised in writing to Contractor within such forty-five (45) day period or the invoice shall conclusively be deemed to be accurate and correct. Contractor shall respond to any such notice of dispute within forty-five (45) days of receipt thereof. Any overdue amounts which are not the subject of a good faith notice of dispute shall accrue interest at the rate of twelve percent (12%) per annum.

3. Bank Accounts. City agrees that it will be solely responsible for the cost and maintenance of any and all of City's bank accounts, lock-box and/or remote deposit services. City, should it elect to participate in any credit card acceptance program, agrees to assume and be responsible for all costs associated with such program.

Exhibit "A-2"
Collection Efforts

1 Alternative Collection Arrangements. Contractor will have the right, on City's behalf, in its sole and complete discretion, to enter into an alternative collection arrangement with respect to any patient encounter performed by the City if: (i) the total payments are for at least eighty percent (80%) of the amount of the bill; (ii) an insurance company offers at least seventy percent (70%) of the total amount billed with a stipulation that the insured not be billed for the balance; or (iii) Contractor is able to make arrangements for the payment of patient account that provide a substantially similar economic benefit to City, as Contractor determines in its sole and complete discretion.

2 Scope of Collection Efforts. If reasonable efforts have been made to collect a patient account of City and such efforts have not been successful, Contractor shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein "reasonable efforts" shall be defined to mean at least but not limited to one hundred twenty (120) days of active collection efforts in the ordinary course of business. In addition, Contractor may terminate or suspend collection efforts in the event that City has supplied Contractor with materially incomplete or inaccurate billing and/or patient information. Absent contrary instructions from City with respect to any patient encounter, the accounts that Contractor has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort.

3 Administrative Fee/Third Party Collection Costs. City will be responsible for engaging any third party collection service for uncollectible accounts after Contractor has exhausted its collection efforts. City will be directly liable for all fees of third party collection agency.

4 Excluded Persons. If any refunds of patient accounts of City are required to be refunded to or offset by any government and commercial payor as a result of City's violation of its obligations set forth in Exhibit "A" (Scope of Work), Section B.9. (an "Excluded Person Refund"), Contractor shall not be required to refund to City any commissions or fees earned or previously paid to Contractor as a result of its collection of such Excluded Person Refund or otherwise include such Excluded Person Refunds in its calculation of Net Collections as set forth herein.

Exhibit "B"
Business Associate Agreement

This Business Associate Agreement ("BA Agreement") supplements and is made part of the Underlying Agreement (as defined below).

This BA Agreement is entered into between by the **CITY OF POMPANO BEACH** ("Covered Entity") and **ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX CORPORATION, A DELAWARE CORPORATION** ("Business Associate"), effective as of the Effective Date of the Underlying Agreement.

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, an agreement entitled Service Contract 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 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"); 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, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules"; 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. Business Associate shall not Use or further Disclose

PHI other than as permitted or required by this Agreement or as Required By Law. 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; and (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. Creation and Use of De-Identified Data. Business Associate may de-identify any and all PHI, provided that any process or mechanism used to de-identify the data meets the requirements of 45 C.F.R 164.514(a)-(b). Business Associate may use or disclose (and permit others to use or disclose) such de-identified data on a perpetual unrestricted basis, but in no case shall Business Associate attempt to run or develop any keys, codes or algorithms that may be used to re-identify the data.

c. 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.

d. 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.

e. 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. To the extent Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

f. 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.

g. 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, unreadable or indecipherable to unauthorized persons, 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. 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. The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents as defined herein. "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

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 Business Associate Discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within thirty (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(c). 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 Covered Entity's obligations under the HITECH Act with respect to such Breach.

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.

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 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 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 Covered Entity and 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 (6) 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, Business Associate shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Business Associate, Covered Entity may terminate its relationship with Business Associate.

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, Covered Entity shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, Business Entity may terminate its relationship with Covered Entity.

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 persons 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 this 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: City of Pompano Beach
 Attn: City Manager
 P. O. Box 1300
 Pompano Beach, Florida 33060
 Telephone no: _____
 Facsimile no: _____

If to Business Associate: Intermedix Corporation
 6451 N. Federal Highway, Suite 1000
 Ft. Lauderdale, FL 33308
 Attn: VP & Compliance Officer, EMS
 Telephone no: 954-308-8700

Facsimile no: 954-308-8725

Exhibit "C"
Optional Services

Contractor will provide the following specific optional services by mutual written agreement with City:

1. Provide HIPAA-compliant Notice of Privacy Practices to transported, billed patients as an insert into the initial billing notice mailed to these patients.

Exhibit "D"
FLEETYES WEB APPLICATIONS AND SERVICES
TRANSACTIONS AGREEMENT

THIS FLEETYES WEB APPLICATIONS AND SERVICES TRANSACTIONS AGREEMENT, TOGETHER WITH ALL EXHIBITS OR SCHEDULES ATTACHED HERETO AND INCORPORATED HEREIN, SUPPLEMENTS AND IS MADE PART OF THE "UNDERLYING AGREEMENT" ENTITLED SERVICE AGREEMENT BETWEEN CITY OF POMPAÑO BEACH AND ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX.

WHEREAS, CONTRACTOR provides certain mapping and location services to CITYs;

WHEREAS, CITY desires to integrate such services into its operations procedures and practices by direct access or via CITY Applications;

WHEREAS, CONTRACTOR agrees to provide such services to CITY, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Definitions

In addition to the terms defined elsewhere in this Agreement, the following capitalized terms when used herein, shall have the following meanings:

1.1. "CITY Applications" means collectively those CITY applications and services that access Fleeteyes, which includes the Fleeteyes Website, the Fleeteyes Updater Windows Services, and the Fleeteyes Monitor native smartphone and tablet applications available in the Apple App Store, Google Play, and BlackBerry App World.

1.2. "End Users" mean persons who receive Fleeteyes Web Content and CITY Applications for their own use and not for resale or retransmission.

1.3. "Equipment" means the equipment described in Addendum A (Equipment and Fees) hereto, if any.

1.4. "Fleeteyes" means the web applications and services that allow users to access embedded mapping and location services.

1.5. "Fleeteyes Web Content" means the content such as maps, driving directions, points-of-interest, and other location content derived from use of Fleeteyes.

2. Fleeteyes

2.1. General. CONTRACTOR shall provide Fleeteyes to CITY, subject to CITY's compliance with the terms and conditions of this Agreement. Fleeteyes is provided to CITY on a non-exclusive and non-transferable basis, with no rights to sub-license.

2.2. Equipment. If any equipment is listed on Addendum A, CONTRACTOR shall provide the Equipment to CITY during the term of this Agreement to enable the use of Fleeteyes.

2.3. Use of Services. CITY may only initiate Fleeteyes data via the CITY Applications. If CITY desires to use Fleeteyes via other company applications (including new or materially updated versions of the CITY Applications), the Parties shall negotiate an amendment to this Agreement to include such other CITY applications. Such amendment may include additional fees to be paid by CITY.

2.4. New Releases. During the term of this Agreement, CONTRACTOR may add new releases and versions to Fleeteyes. CITY will automatically be upgraded to the new release or version upon log-in.

2.5. Proprietary Notices. CITY acknowledges and agrees that Fleeteyes Web Content may contain proprietary notices and logos of CONTRACTOR and/or its suppliers, as determined by CONTRACTOR. Such notices and logos protect the proprietary rights of CONTRACTOR and its suppliers. CITY shall not remove, modify (including adding to), minimize, obscure or block such notices or logos.

2.6. General Restrictions. CITY shall not:

- a. Use Fleeteyes in any manner that is illegal, infringing, defamatory, offensive, or violates the privacy rights of others.
- b. Use Fleeteyes in any manner that threatens the integrity, performance, or availability of Fleeteyes.
- c. Copy, store, archive, or create a database containing any Fleeteyes Web Content other than CITY's own CAD data.
- d. Take any action that compromises CONTRACTOR's intellectual property rights to Fleeteyes.
- e. Track more than twenty-three assets at any one time from Fleeteyes.

2.7 Logos. Nothing herein is intended to grant CITY any rights to the CONTRACTOR logo or CONTRACTOR's supplier's logos, marks, or other intellectual property except as expressly stated herein, and CITY shall not use any logo or trademark of CONTRACTOR or such suppliers in any manner or for any purpose without the prior written approval of CONTRACTOR and/or such suppliers.

3. Intellectual Property

3.1. CONTRACTOR. All title and intellectual property rights in and to Fleeteyes (including but not limited to the content, application programming interfaces, maps, directions, and any images, photographs, animations, video, audio, music, text, and "applets", if any) are owned or licensed by CONTRACTOR. This Agreement grants CITY no rights to any such intellectual property other than the limited rights expressly granted herein. All rights not specifically granted under this Agreement are reserved by CONTRACTOR and its suppliers.

3.2. CITY. CITY shall retain sole title and ownership to all data that it provides under this Agreement.

4. Fees.

4.1. Fees and Payment. CITY shall pay CONTRACTOR the fees set forth in Exhibit A (Compensation & Method of Payment) and Addendum A (Equipment and Fees) for Fleeteyes and any support services and provided under this Agreement.

5. Warranty

5.1. Intellectual Property. CONTRACTOR has sufficient rights to Fleeteyes to fully perform its obligations hereunder.

5.2. Compliance with Laws. Fleeteyes is in compliance with all relevant and applicable laws.

5.3. Performance. CONTRACTOR agrees to use reasonable efforts to provide Fleeteyes and to correct any deficiencies that cause Fleeteyes to fail.

6. Indemnification

6.1. CONTRACTOR Indemnification. CONTRACTOR agrees, at its expense, to defend CITY in any lawsuit or action, and pay the amount of any adverse final judgment (or settlement to which CONTRACTOR consents) for any third party claim(s) that Fleeteyes infringes any copyright, trademark right, or patent enforceable in the United States and Canada (individually and collectively, "Claim").

With regard to any Claim, CONTRACTOR's obligations are subject to the following conditions:

(i) CITY must promptly notify CONTRACTOR in writing of the Claim; (ii) CITY shall provide CONTRACTOR with reasonable assistance in the defense of the Claim; and (iii) CONTRACTOR's obligations to defend and pay a patent Claim shall be limited to patent Claims wherein Fleeteyes alone, without combination or modification, constitutes direct or contributory infringement of such patent.

CONTRACTOR shall have no liability for any intellectual property infringement claim based on (i) any unauthorized manufacture, use, sale, offer for sale, importation or other disposition or promotion of Fleeteyes or another CONTRACTOR trademark by CITY, or (ii) CITY's manufacture, use, sale, offer for sale, importation or other disposition or promotion of Fleeteyes or use of another trademark more than twenty (20) days after CONTRACTOR's written notice of recommendation that CITY should cease manufacture, use, sale, offer for sale, importation or other disposition or promotion of Fleeteyes or such trademark due to a claim. CITY shall reimburse CONTRACTOR for any and all damages, costs, and expenses (including reasonable attorneys' fees) incurred resulting from CITY's continued distribution of the allegedly infringing application, service or trademark after such twenty (20) day notice period.

In addition to the obligations set forth above, if CONTRACTOR receives information concerning a Claim, CONTRACTOR may, at its expense, but without obligation to do so, undertake further actions such as: (i) procuring for CITY such copyright, trademark or patent right(s) or license(s) as may be necessary to address the Claim, or (ii) replacing or modifying the allegedly infringing application, service or trademark to make it non-infringing.

7. Disclaimer

7.1. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, FLEETEYES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF REASONABLE CARE OR WORKMANLIKE EFFORT, OF LACK OF NEGLIGENCE, AND/OR OF A LACK OF VIRUSES, ALL WITH REGARD TO FLEETEYES ARE EXPRESSLY EXCLUDED. CONTRACTOR MAKES NO WARRANTY THAT FLEETEYES WILL OPERATE PROPERLY AS INTEGRATED WITH THE CITY APPLICATIONS.

Addendum A
Equipment and Fees

Twenty-three (23) Fleeteyes software/ Zirgo tracking modems for City's twenty-three (23) vehicles will be provided to City at no charge.

Exhibit "E"

Description of Consulting Services and Revenue Recognition Process

- Term of Consulting Services: Coterminous with this Agreement.
- Drafting application materials and responding to requests for additional information necessary for the provider to gain approval to participate in the Ambulance Supplemental Payment Programs.
- Preparing a fiscal impact study and presenting results to city/department/state stakeholders to demonstrate benefits of a Continuing Public Expenditure ("CPE") Program, Medicaid Managed Care supplemental payment, and uninsured CPE (if applicable) program to the provider.
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, uninsured populations.
- Preparing the annual Medicaid cost report for EMS on behalf of provider.
- Conducting analysis of the provider's financial and billing data in order to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under Ambulance Supplemental Payment Programs.
- Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.
- Performing relevant analysis to determine a viable Medicaid managed care supplemental payment methodology.
- Executing Medicaid managed care supplemental payment calculations in adherence with the approved methodology.
- Determining enhanced supplemental payments realized by provider, as necessary.
- Conducting comparative analysis to identify significant trends in billing and financial data.
- Providing charge master review to ensure that the provider is optimizing charges to drive revenue generation.
- Meeting with the Florida Agency for Health Care Administration (AHCA) and County to further develop the supplemental payments program for both Medicaid managed care and uninsured patient transports.

Attachment E-1
FEES

All revenue realized by the City from the Certified Public Expenditure (CPE) Program for Emergency Medical Services and Medicaid Managed Care Supplemental Payment Program shall be paid in full directly to City. Revenue realized as a result of the Certified Public Expenditures (CPE) for Emergency Medical Services (EMS) shall be determined by the Medicaid cost settlement determined through the Medicaid cost report.

Revenues realized through the Medicaid Managed Care Supplemental Payment Program will be defined through an amendment to Amendment No. 1 of the Agreement upon the approval of the specific methodology successfully implemented by Contractor and City. Contractor will not receive any compensation until the CPE for Emergency Medical Services settlement or Medicaid Managed Care Supplemental Payment revenues are received by the City.

Contractor will invoice and receive revenue upon the receipt of revenue received by City for either initiative, meaning revenue does not have to be generated for both the CPE for Emergency Medical Services and the Medicaid Managed Care Supplemental Payment program, rather revenue simply needs to be generated for either initiative to allow the Contractor to generate invoices. Contractor will invoice City based on the final CPE for Emergency Medical Services settlement or Medicaid Managed Care Supplemental payments within forty-five (45) days of receipt of funds by the City.

City will remit payment to Contractor within forty-five (45) days of invoice receipt. Additional revenues generated for the uninsured patient population, will also be invoiced within forty-five (45) days of receipt of revenues by the City. The contingency fees to be paid associated with the respective successful implementation and generation of incremental Medicaid revenues as a result of the CPE for Emergency Medical Services and Medicaid Managed Care Supplemental Payment programs are twelve percent (12%) of City revenues.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc
1560 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323
Attn: FtLauderdale CertRequest@marsh.com F 212-948-0512

CONTACT
NAME:
PHONE:
(A/C, No, Ext):
E-MAIL:
ADDRESS:
FAX:
(A/C, No)

INSURER(S) AFFORDING COVERAGE

INSURER A: Continental Insurance Company
INSURER B: American Casualty Company Of Reading, Pa
INSURER C: N/A
INSURER D:
INSURER E:
INSURER F:

NAIC #

35289

20427

N/A

101309-GAWU-PROF-16-17

INSURED
Intermedix Corporation
6451 North Federal Highway, Suite 1000
Fort Lauderdale, FL 33308

COVERAGES

CERTIFICATE NUMBER:

ATL 003452538 20

REVISION NUMBER:4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WST	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		6018302277	06/30/2016	06/30/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		6018302263	06/30/2016	06/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	6018302232	06/30/2016	06/30/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
I	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	6018302294 (AOS) 6018302288 (CA)	06/30/2016 06/30/2016	06/30/2017 06/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

APPROVED

RISK MANAGEMENT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE **DATE: 6/16/16** Additional Remarks Schedule may be attached if more space is required.
If required by written agreement for the Named Insured's work, the City of Ft. Lauderdale, Florida, and volunteers are included as additional insureds under the general liability insurance.

BY:

CERTIFICATE HOLDER

City of Pompano Beach
1190 NE 3rd Avenue
Pompano Beach, FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc

Carmen Gordon

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc
1560 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323
Attn: FLAuderdale CertRequest@marsh.com F 212 948 0512

CONTACT
NAME
PHONE
(A/C, No. Ext.)
E-MAIL
ADDRESS

FAX
(A/C, No.)

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: N/A
INSURER B: American Casualty Company Of Reading, Pa
INSURER C: Columbia Casualty Company
INSURER D:
INSURER E:
INSURER F:

N/A
20427
31127

101309-GAWU-PROF-16-17

INSURED
Intermedia Corporation
6451 North Federal Highway, Suite 1000
Fort Lauderdale, FL 33308

COVERAGES

CERTIFICATE NUMBER:

ATL 004027285-01

REVISION NUMBER:3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Excludes contents) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMPOD AGG \$
	OTHER					\$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		6018302294 (AOS)	06/30/2016	06/30/2017	As per statute or state \$
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	6018302280 (CA)	06/30/2016	06/30/2017	E1 EACH ACCIDENT \$ 1,000,000 E1 DISEASE & EMPLOYEE \$ 1,000,000 E1 DISEASE - POLICY LIMIT \$ 1,000,000
C	Technology E&O/Cyber Liability		425573593	06/30/2016	06/30/2017	Each Claim or Provisional \$ 2,000,000 Aggregate \$ 3,000,000
	Retro Date: 10/1/2002		SIR \$250,000			

APPROVED

RISK MANAGEMENT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 must be attached to this certificate. If more space is required)

DATE: 9/6/16

BY: E. Beed

CERTIFICATE HOLDER

Pompano Beach Fire Rescue Department
120 SW 3 Street
Pompano Beach, FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Carmen Gordon

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