CHANGE HEALTHCARE

EMS Ambulance Billing & Electronic Patient Care Reporting

RFP # 12176-795

Proposal for
City of Ft. Lauderdale

Mauricio Chavez
Specialty Vice President, EMS
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10.09. 2018

Compliance | Billing & A/R Management | Analytics

CHANGE
HEALTHCARE

10.09.2018

Adam Makarevich
Procurement Specialist
City of Fort Lauderdale
100 N. Andrews Avenue, #619
Fort Lauderdale, Florida 33301

RE: RFP# 12176-795 for EMS Ambulance Billing & Electronic Patient Care Reporting

Dear Mr. Makarevich and Members of the Evaluation Committee:

The City of Ft. Lauderdale seeks to partner with a billing vendor that can provide timely, accurate, and compliant billing services. Change Healthcare is that vendor. Our EMS billing system is proprietary and customizable to meet your needs: we can interface with your transport hospitals and ePCR solution for faster and more accurate claims processing. In addition, our compliance team maintains current knowledge of all laws affecting EMS billing. We can update our processes quickly to react to changing healthcare regulations because we maintain our own software.

We have 28 years of EMS billing experience. We work with over 200 agencies in 18 states – including Florida – and process more than one million transports generating almost $1 billion in charges every year. This makes Change Healthcare one of the leading EMS revenue recovery companies in America. We specialize in EMS billing and medical revenue management. Our trained personnel and expertise will improve all aspects of your EMS billing and claims management.

We welcome the opportunity to provide you with more information in an interview with our experienced team. Please contact me if you need further information or to schedule a time for presentations. I look forward to hearing from you.

Sincerely,

Mauricio Chavez

Mauricio Chavez
Specialty Vice President, EMS

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Confidential Information

The following content in this proposal is confidential and shall not be shared with anyone not involved in the evaluation of this proposal.

- Client descriptions (pages 13-15)
- Client references (pages 110-114)

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Executive Summary

EMS billing can be problematic due to the difficulty of capturing demographic information in the field. Compliance issues present another hurdle when dealing with Medicare and Medicaid populations and complex HIPAA regulations.

By contracting with us, you will experience enhanced financial performance and a compliance program that is unparalleled in the industry. We will meet with you often to review reports that detail program performance. We will conduct on-site training sessions to help your staff learn proper documentation methods for optimal billing. We are confident we will improve your billing performance because we have done so for many clients.

Change Healthcare Technology Enabled Services LLC has been providing EMS billing services for 28 years. We work with over 200 agencies in 18 states – including Florida – and process more than one million transports generating almost $1 billion in charges every year. This makes Change Healthcare one of the leading EMS revenue recovery companies in America. We are headquartered at 5995 Windward Parkway, Alpharetta, Georgia 30005. We will service the City's account out of our location at 7955 NW12th Street, Suite 100, Doral, Florida 33126 – less than 35 miles from the City of Ft. Lauderdale. The following individuals will be involved in the management and/or day-to-day supervision of the City's account.

Our experienced team of professionals has the education and training necessary to implement and manage a successful ambulance billing program for you. In addition to these lead team members (biographies below), we will also assign your account to a billing team to ensure we have an adequate number of specialists and resources to serve you. We are proud of the strength of our team and encourage your selection staff to read the following biographies.

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Thomas Laur, President, Change Healthcare Technology Enabled Services – Boston, MA

Thomas Laur has nearly 20 years of international experience focused on innovation and accelerating growth. Thomas has a deep understanding of the healthcare software and services industry. He joined Change Healthcare from SAP, where he was president of the global healthcare business with end-to-end P&L responsibility for the division. Prior to SAP, Thomas was CEO of Sutherland Healthcare Solutions, a business process outsourcing services and analytics organization of over 5,000 employees, where he led their healthcare business. Before Sutherland, he worked at Cognizant, where he managed the global corporate strategy team and subsequently was CEO of their digital healthcare ventures. Thomas started his career at Deloitte Consulting, where he focused on strategy, transformation, and merger & acquisition programs. He received his Master in Business Management degree from the ICHEC Brussels Management School in Brussels, Belgium.

Patrick Free, Senior Vice President, Hospital Affiliated Physicians and Emergency Medical Services Operations – Clinton Township, MI

Pat is the senior vice president for our hospital affiliated practices which encompass EMS, radiology, pathology, emergency medicine, anesthesia, and laboratory medicine. He helps provide executive oversight for over 700 practices nationally, and has served in the position since his promotion in May 2018. He joined the company in July 1999, and has been in professional revenue cycle management for the past 25 years. Pat earned his BS in Health Care Administration from the University of Michigan, and holds a Master's in Business Administration from the University of Detroit.

Deborah Roberts, M. Ed., CPC – Senior Vice President, Hospital Affiliated Physicians for Emergency Medical Services and Emergency Medicine – Jacksonville, FL

Deb, joining our company in 1995, oversees Florida, Michigan and Ohio emergency operations centers that process over 6 million annualized emergency department patient visits and over 1 million EMS runs. She is also actively involved with the overall implementations of all new clients. Before joining our team, Deb was a nurse and prior vice president of operations/physician recruitment in the emergency medicine staffing industry.

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Joe Lineberry, Vice President of Operations, Coding – Alpharetta, GA

Joe leads our Coding and Compliance Advocate offerings, encompassing Facility and Professional Coding, Clinical Documentation Improvement, Auditing and Consulting Services. Since joining our team in 1997, he has also served as the Chief Compliance Officer of our Revenue Cycle Services business, and prior to joining our team he served as a claims manager for CIGNA Healthcare in Atlanta, Georgia. He is Nationally Certified in Healthcare Compliance and previously served as a Coding Instructor of the American Academy of Professional Coders Certified Professional Coder Curriculum at Herzing College in Atlanta, Georgia. Joe's areas of expertise include denial management, Medicare billing regulations, coding, compliance plan development and, clinical documentation analysis for completeness. His payer and billing company experience provides unique insight to help clients resolve coding, billing, and compliance challenges.

Robert P. Bunting, CPC, CPC-H, CHC, CEDC, CEMC – Compliance Program Director, Emergency Medicine and Hospitalists – Jacksonville, FL

Robert is the compliance program director (CPD) for EMS billing. Since 1995, he served as a medical coder, quality assurance team member, assistant coding group leader, facility coding manager, account manager, and in 2002 assumed the role as compliance program manager (CPM), now CPD. Robert holds a Bachelor of Business Administration, Finance Track degree, from the University of North Florida (UNF), is a Certified Professional Coder (CPC), Certified Professional Coder – Hospital (CPC-H), and Certified in Healthcare Compliance (CHC), Certified Professional Coder – Emergency Department Services (CEDC), Certified Professional Coder – Evaluation and Management Auditor (CEMC). He is also a member of the American Health Information Management Association (AHIMA). Prior to his employment with our team, Robert served in the United States Navy for 8-1/2 years as a legal Yeoman for administration. Robert's focus in coding and compliance efforts has been in Emergency Medicine and Hospitalists services since his initial employment with our team.

Timothy Green, CAC, CACO, CAPO, CADS – EMS Compliance Training/Compliance Instructor – Miamisburg, OH

Tim is the compliance liaison for our EMS billing division and reports to Robert Bunting. He is a former EMS Director with over 30 years' experience as a firefighter/paramedic and is a graduate of the National Fire Academy (NFA) EMS Leadership, Advanced EMS Leadership and Command and Control of Fire Department Operations Courses. He has an associate degree in Fire Sciences and Emergency Medical Services from Sinclair Community College in Dayton, Ohio and has completed multiple leadership courses at the Ohio Fire Academy. Tim also completed the Ohio State University Management Series while employed with the Kettering Fire Division.

After retiring from the fire service, he was hired as the operations manager for careNOW, an innovative pathway management project owned by Premier Healthcare Services and the Greater Dayton Hospital Association in Dayton, Ohio. Tim has also worked in the EMS transport billing industry for almost 18 years, helping to build a high-performance billing company, focused on emergency transports. During that time, he was the director of client services for MBI-Solutions, fire/EMS division and later he became the director of client services, for MED3000, fire/EMS division in Ohio.

Tim is a member the International Association of Fire Chiefs (IAFC), EMS Section and the International Association of Firefighters (IAFF). He currently holds certifications as a Certified Ambulance Coder (CAC), Certified Ambulance Compliance Officer (CACO), and a Certified Ambulance Privacy Officer (CAPO). Tim's job functions focus on EMS compliance, training, and coding.

Rob Loyd, Director of Implementations – Pennsylvania

Rob is responsible for leading our implementations team in its commitment to the development of successful long-term partnerships with our new office-based, hospital-based, and academic clients. He and his team provide accountability in all implementation tasks using well-planned and documented transition services that deliver predictable and consistent results. Beginning his career with our company in 1994 as an operations manager, Rob has had the opportunity to work in various arenas of revenue cycle management including front-end and back-end processes, as well as high-level interface development/management skills. His roles with the organization include operations manager, system support manager, process improvement analyst, business analyst, project manager, and interface development manager.

Julie Tetzloff, Vice President, Operations Emergency Medical Services Billing – Miamisburg, OH

Julie is responsible for operations and account management in the Emergency Medical Services billing division of Change Healthcare. She has been with the company since 1996 and has served in various roles during her tenure. She has experience with operations, account management, Six Sigma process improvement methodology, new client implementations, and acquisition integration. Julie earned her Bachelor of Arts degree from Miami University and a Master of Public Health degree from Tulane University.

Mauricio Chavez, Specialty Vice President, EMS – Doral, FL

Mauricio is responsible for EMS billing business development and assists as needed in our Doral, Florida EMS billing Center of Excellence. He also helps maintain overall client satisfaction. Mauricio meets with clients and prospective clients as needed to tackle issues, answer questions, review financials, provide training, and other responsibilities that arise in day-to-day business operations. Mauricio joined our company in 1989. Through the years, he has served in many other roles within the company, including computer operations, programming, report writing, client management, and director of operations.

Rick Iglesias, Director of Operations – Doral, FL

Rick oversees the day-to-day operations of our Doral, Florida EMS billing Center of Excellence. Rick joined the company in 1985 and helped develop and improve the computer systems used for EMS Billing. He is involved with clients daily to insure their questions are answered and their issues are resolved.

Sally Rintoul, Director, Client Management, EMS Billing – Miamisburg, OH

Sally started with our company in June 2016, having spent over 20 years in the physician practice management and billing arena. She has served as executive director for large anesthesiology practices in Cleveland and Cincinnati. Most recently, she was in client management for anesthesiology practices throughout Ohio. Sally has managed large physician practices throughout Ohio and has extensive experience in revenue cycle management, compliance, and contracting. She has been an active member of MGMA, having spoken at many conferences and earned her Certified Medical Practice Manager status. She holds a BS degree from Miami University, an MBA from the University of Cincinnati and is a CPA.

Benjamin Donovan, Client Manager – Clearwater, FL

Ben has been with our company for seven years and is responsible for the overall performance of client accounts. He ensures goals are being met and challenges are overcome. Ben meets with clients, engages in strategic planning, performs data analysis, and consults with clients about changes occurring in the industry.

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Aaron Reedy, IT Manager EMS Billing Division – Miamisburg, OH

Aaron leads the EMS billing information technology team. He is also the data manager for the Columbus Division of Fire project, a significant Change Healthcare client. Since beginning that role in December 2007, he has been instrumental in the success of this project, assuring excellent customer service and quick responses. Before that, Aaron worked at T. Marzetti Company as supervisor of EDI and network services. From June 1995 to October 2007, he was responsible for taking that company from 50 stand-alone PCs to a networked system of 400+ PCs and servers. As lead EDI person, he was responsible for electronic processing of all business documents between 300+ trading partners. He managed a team of PC and network personnel who provided 24/7 support for over 800 users and 25+ locations across the country. Since 2000, Aaron has been the clerk-treasurer for the Village of Thurston, OH; he manages every financial aspect for the Village and provides advice to the other elected officials.

The below billing specialists will manage the day-to-day billing activities for the City. These individuals have a long tenure with our company and significant EMS billing expertise.

Mevis Echeverria, Data Entry

Ms. Echeverria has been working with Change Healthcare in a data entry capacity for over 25 years. In that time, she has worked with many EMS billing accounts. She has extensive knowledge of what data is needed for the billing process.

Maria Torres, Data Entry

Ms. Torres has been working for Change Healthcare for over 15 years in the data entry department. She currently performs data entry for many of our EMS billing clients.

Olga Garcia, Payment Posting

Ms. Garcia has been working for Change Healthcare for over 35 years. She has extensive experience with the posting of monies to accounts, balancing to lockboxes, and processing refunds for clients.

Iris De La Torre, Governmental Specialist

Ms. De La Torre has been working with Change Healthcare for over 25 years. She has extensive experience in working with governmental payers to get your claims paid. She oversees all Medicare and Medicaid denials, submits claims for review, tracks trends, and provides feedback to upper management. Iris has the appropriate training so that she can stay on top of all changes to governmental payer's rules and regulations. She currently oversees all the of governmental payer denials for all EMS billing clients for Change Healthcare.

Irene Stucki, Accounts Receivable Management Specialist

Ms. Stucki has been working with Change Healthcare for 25 years. Her expertise is in working accounts receivables to maximize revenues for our clients. She has been working on EMS billing accounts since she began with Change Healthcare in 1990.

We believe we will deliver a billing program that exceeds your financial and compliance expectations through:

Advanced Technology and Reporting Capabilities

Unlike most other billing vendors, we own virtually every significant software system, tool, and process involved in the billing cycle. This allows us to reduce paperwork, speed up processing, and cut costs through automation.

We provide standard reports that are easy to access. We also have the capability to customize and create reports to address your unique needs.

Demonstrated Commitment to Compliance

We have made a formal commitment to be compliant in all aspects of our business. With an annual compliance budget of over $7 million, we designed our compliance agenda based on the Department of Health and Human Services Office of Inspector General (OIG) Compliance Program Guidance for Third-Party Medical Billing Companies. Integrated into everything we do, our compliance efforts are designed to establish a culture that promotes prevention, detection, and resolution of conduct that conforms to federal and state law, and federal, state, and private payer healthcare program requirements, as well as our ethical and business policies.

We have an annual budget of $7 million dedicated to maintaining compliance

We have implemented safeguards and controls that are consistent with or surpass those recommended by federal regulatory agencies. We will help you stay ahead of complex, ever-changing regulatory requirements.

Significant Experience Integrating with ePCR Systems

Change Healthcare has a strong history of integrating with ePCR systems. We currently integrate with a multitude of EMS software companies throughout the United States, including Physio HealthEMS, ESO, and ImageTrend. With this integration, we acquire electronic patient treatment and demographic information. Almost 100% of our clients upload treatment and demographic information from ePCR platforms to Change Healthcare. If selected, we will get 100% of all patient treatment and demographic information from your ePCR platform.

We integrate with every major ePCR vendor in the United States

We have provided the City with three ePCR software options: Physio, ESO, and ImageTrend. Please refer to the solution descriptions provided in the Attachments section for more information about each vendor's solution.

Electronic Integration with Transport Hospitals

We have a strong history of integrating with hospitals to get patient insurance information. Electronic integration is the best way to get clean and accurate patient insurance information. During implementation, we will establish interfaces with your transport hospitals.
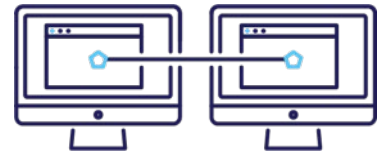
Allowing hospitals about a week after the transport to get all necessary information improves the percentage of transports with accurate information. Our integration plan ultimately eliminates the need for your personnel to get patient health information in the field. Our hospital interfaces are a significant improvement from today's face sheet process.

Customer Payments via Credit Card

We will provide you with the ability for self-pay payers to use credit cards and debit cards for payment. In today's health care environment, you need to accept credit cards to maximize payments. Your patients can pay for services by

We are a Level 1 certified service provider through PCI – a critical differentiator in accepting credit card payments

- Calling our office

- Using our Integrated Voice Response System (IVR)

- Signing into our online patient portal: Peryourhealth.com

We follow high security standards, which is why we are a PCI Level 1 certified provider – a unique designation in this industry.

Commitment to Supporting Diversity

Change Healthcare fosters a workplace environment that respects the many ways we are different from one another. We support and acknowledge the diverse world in which we live and work. Change Healthcare team members are from all races, lifestyles, and backgrounds. They generate the creativity and vitality that make our company a great place to work.

We believe diversity and inclusion are good for business. They allow us to reflect and respond to a diverse customer base. It helps us keep pace with changing demographics and improve productivity, creativity, quality, teamwork, and decision-making.

In addition to our commitment to a diverse workplace, we have also committed to expanding opportunities to qualified businesses that can provide us with exceptional services at a competitive value and cost.

As a leader in America's healthcare system, we recognize and promote the outstanding contributions made by small and diverse businesses. We contribute to the economic health and diversity of communities throughout our country. These small businesses include disadvantaged,

minority-owned, women-owned, veteran-owned, service disabled veteran-owned, and HUBZone businesses, as well as Ability One non-profit agencies.

Excellence in Customer Service

As agents of the customer, we pursue excellence in everything we do. We will always put your customers first because we understand the special bond that exists between you and the citizens you serve. Our communication with your customers will be professional. We will conduct all interactions, whether verbal or written, with the highest standards.

Our formal method to track the sentiment of our clients is our client survey program. We survey clients shortly after a new installation and each year thereafter. A third-party vendor conducts the survey.

Client satisfaction is only part of the equation. A more important measure is client loyalty. We measure this by the client's willingness to refer Change Healthcare to a friend or colleague. We use an 11-point scale and refer to the result as a Net Promoter Score. This score allows us to measure our performance in the eyes of the client.

We have the experience, expertise, and passion to help you establish your billing program. We have extensive knowledge and professional relationships with many EMS agencies throughout America. Furthermore, we are a leader in providing technology solutions to many facets of America's health system.

Public Emergency Medical Transport Program

Change Healthcare can assist you in recovering revenue through the Public Emergency Medical Transportation (PEMT) program. The program allows approved governmental ambulance services providers across Florida to receive supplemental payments associated with the cost of providing services to Medicaid beneficiaries. The PEMT reimburses providers a portion of the gap, or loss incurred every time you treat and transport a Medicaid fee for service patient. As of this writing, Medicaid HMO patients are not part of the program. The Florida legislature may change this in the future.

The cost of providing ambulance services to patients is very high and most insurance carried by patients, or the patient's ability to pay, does not come close to covering the cost of providing ambulance services. In fact, Medicaid covers a very small portion of the cost of providing the services received.

In addition, our team has the experience you need to prepare and submit the necessary cost report models and reports that the state requires to help you optimize revenue from the program.

Our PEMT services will provide you with everything you need from the cost analysis, cost allocation modeling, and cost reporting services necessary to generate revenue, to the compliance and audit support you need.

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We are proud to have prepared and submitted cost reports for several of our Florida clients since 2016, the first year in which it was available in the state. Our fee for providing the PEMT cost reporting services will be the same as our billing fee.

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In summary, you can make critical program decisions now to maximize revenues. We know EMS and we will maximize your revenues.

Thank you for allowing us the opportunity to respond.

Change Healthcare Technology Enabled Services LLC is a subsidiary of Change Healthcare and maintains appropriate levels of insurance. As such, upon award of the contract, we will work with you to negotiate specific language regarding insurance as well as provide evidence of appropriate coverage.

Change Healthcare looks forward to negotiating a mutually beneficial agreement based on the attached sample agreement and the sample agreement from the City of Ft. Lauderdale.

Experience & Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

Change Healthcare LLC is a healthcare technology company headquartered in Nashville, Tennessee with 15,000 team members across the globe. Change Healthcare Technology Enabled Services LLC (TES) – a limited liability company – is a division of Change Healthcare LLC. The EMS billing division of our organization has approximately 220 team members. We have three EMS billing Centers of Excellence: Doral, Florida (which will manage the City's account); Miamisburg, Ohio; and Westlawn, Pennsylvania.

We are registered as a legal entity in Florida. Mauricio Chavez, Specialty Vice President, EMS, is your primary contact regarding this solicitation: 7955 NW 12th Street, Doral, Florida 33126; 305.970.2780 (cell); Mauricio.Chavez@ChangeHealthcare.com; www.changehealthcare.com/solutions/fire-and-emergency-medicine-services.

We have 28 years of EMS billing experience. We work with over 200 agencies in 18 states – including Florida – and process more than one million transports generating almost $1 billion in charges every year. This makes Change Healthcare one of the leading EMS revenue recovery companies in America.

Table 1: Our experience, depth of resources, and commitment to compliance make Change Healthcare highly qualified to provide exceptional EMS billing services to the City of Ft. Lauderdale.

FAST FACTS	
STATISTICS	
Years Providing EMS Billing Services	28
Number of Clients Served	~200
Number of Transports Billed Annually	1,150,000
States Served	18 + Washington, D.C.
Number of EMS Billing Team Members	~220
Number of EMS Billing Centers	3
Dollar Amount of EMS Claims Processed	$928,000,000
Client Retention Rate	99%

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SERVICE OFFERINGS
Professional EMS Billing Experience
• Largest staff of highly trained healthcare management and compliance experts in the industry
• An assigned experienced client manager with expertise in EMS revenue cycle management
• Proactive reimbursement management to maximize revenues
• Credentialing /re-credentialing to expedite payer payments
• Excellent web-based reporting tools with access to thousands of custom reporting options
EMS Revenue Cycle Management
• Thousands of interfaces with hospitals for complete demographic information
• Coding and auditing performed by EMS coders for improved accuracy
• Comprehensive claims editing to help identify and correct errors before submission resulting in the highest clean claim rate in the industry (>90%)
• Highest electronic claims submission rate with over 1,900 payers through Change Healthcare's clearinghouse
• Fast payment receipt through electronic remittance (as available from designated payers)
• Denial management system for swift follow-up, resolution, and reporting
• Proactive self-pay collection campaign
'Gold Standard' Compliance
• Onsite and online training services for EMS providers and staff
• Annual external audits to objectively and independently validate internal audit results
• Publications covering industry topics including regulatory updates, best practices (i.e., Q & As on coding and billing scenarios), and upcoming events
Reporting and Technology
• Monthly executive summary, productivity, and efficiency reports sent electronically
• Customized reports developed and included with standard monthly reports
• 24 x 7 patient credit / debit card payments
• Online patient internet access to account information and payments via www.PerYourHealth.com
• LiveVox places automated outstanding balance reminder phone calls in English and Spanish

Past Project Success

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The following is a short list of some of our current contracts with Florida agencies with a comparable scope of services. We have been on time and on budget for all the EMS billing projects we have implemented, including those listed below. We will leverage our experience to ensure a successful program that maximizes revenue for the City of Ft. Lauderdale.

City of Miami, Florida

Change Healthcare has been providing EMS billing services to the City of Miami for over a decade. Revenue for the City of Miami has increases year over year. In addition to excellent customer service and superior reporting tools, Change Healthcare has provided several training sessions to all City of Miami Fire Rescue personnel to ensure that patient care reports are documented appropriately. In fiscal 2014, Change Healthcare increased the revenue for the City of Miami by over one million dollars.

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Change Healthcare also provides EMS billing services for some of Miami's neighboring cities – such as Village of Key Biscayne and the City of Coral Gables.

Indian River County, Florida

One of our first steps upon contracting with Indian River was to establish electronic interfaces with each of the hospitals that receive Indian River patients. Before the end of the first fiscal year, Indian River's cash collections had jumped nearly 30%. Over time, their gross collection rate has increased to 66%; the national average is about 50%. Indian River's current revenue per transport is $343.

Fernandina Beach, Florida

The City of Fernandina Beach contracted with Change Healthcare to provide EMS billing services in June 2009. Fernandina Beach is on Amelia Island and is among Florida's northernmost cities. With a mix of permanent residents and many tourists, they have their own unique set of challenges when it comes to ambulance billing. They chose Change Healthcare from over 10 vendors during the RFP process in 2009. Fernandina Beach was looking for a company that could improve its collection rate, improve patient response times, and improve the customer service provided to the City. Upon taking over, we met all three of these objectives and subsequently took over the AR from the previous vendor. When it came time to renew the contract in June 2014, the City of Fernandina did not hesitate, and signed a new five-year deal with Change Healthcare. Change Healthcare currently collects $330 per transport for the City of Fernandina Beach.

Lee County, Florida

Lee County EMS chose Change Healthcare to provide a full spectrum of revenue cycle management services following a rigorous RFP process. Services include coding, claims, collections, compliance, customer service, denial management, and business intelligence reporting. Change Healthcare began billing in October 2014. In the County's last fiscal year, Change Healthcare exceeded collection expectations by $2 million.

Lauderhill, Florida

The City of Lauderhill selected us as the vendor of choice after a detailed RFP process in late 2017 which included hardware and ESO ePCR software as part of our solution. Immediately upon award our implementation team got to work to ensure that all milestones were met and guarantee that everyone would be ready by the target startup date of January 1, 2018. We met that deadline and have been providing the City improved customer service, compliance, and reporting since.

Margate, Florida

In early 2017 the City of Margate decided to piggyback off our agreement with the City of Miami for our EMS Billing services. The City was required to give their current vendor a six-month notice. The notice was given, our agreement was signed, and our implementation team immediately began the project planning. Margate elected to obtain the ESO ePCR software and hardware on their own. We quickly created the interface and the project started on time on January 1, 2018. The City has seen improved customer service, compliance, and reporting since.

Coral Gables, Florida

The City of Coral Gables has been a client since the mid-1990s. Together we have seen the industry change from hand written reports, to ePCRs that were first written on paper and then updated at the station, to today's ePCR systems of capturing patient information in the field using hand held devices and ePCR software. When we began performing their EMS billing functions we had a handful of EMS clients. We have grown together and today Change Healthcare has over 200 EMS billing clients and the department is certainly running more transports than they did in the '90s. We have provided many documentation training sessions for them through the years and have provided them with outstanding service.

Key Biscayne, Florida

The Village of Key Biscayne spent years performing transports without recouping funds for their hard work. In 2006 we helped the department convince the Village council to implement a soft form of EMS billing. Since then the department has enjoyed funds that they otherwise would not have seen. We provide exemplary service to the Village.

In addition to the above, we began billing for the City of Hialeah EMS on October 1, 2018.

Commitment to Conservation

Change Healthcare uses natural resources like any other global company, and we recognize that these resources are neither limitless nor free. Our commitment to environmental sustainability focuses on both reducing our impact on the planet and ensuring our company's long-term financial viability.

We are fortunate, however, to operate a business with a relatively low environmental impact.

Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

Local governments like the City of Ft. Lauderdale need administrative leadership to increase revenues outside of tax increases. Meanwhile complex federal regulations and potential heavy fines require careful billing program control. Therefore, it is critical for leadership to evaluate and select their billing and ePCR vendors with care.

With our proven billing techniques and vast experience interfacing with ePCR systems, the City will maximize revenues, control costs, and reduce regulatory risks. The following is an overview of our billing and collection process. You will experience timely reimbursement and outstanding financial performance through our proven processes.

The following provided a detailed overview of our coding and billing process.

Figure 1: Change Healthcare Emergency Medicine Coding and Billing Process. From our electronic data collection to our certified coders to the industry's most comprehensive revenue cycle management solutions for billing, claims processing, accounts receivable follow-up, and business performance monitoring, your organization will experience timely reimbursement and outstanding financial performance for your professional services through our proven revenue cycle processes.

Charge Capture

Ensure Accurate and Complete Demographic and Clinical Data Collection

Interfaced Data to Improve Revenue Capture

Timely payment depends on collecting complete demographic and clinical data. We achieve this through electronic interfaces between your ePCR, hospitals, and our billing platform. We use demographic and ePCR electronic interfaces to get the data needed to code and bill for services. We encourage using interfaces because we know that untapped insurance translates into untapped revenues.

Secondary Searches for Data Collection

If the interfaces do not provide necessary data, we will leverage our proven secondary search processes. Our secondary search process has produced incremental client revenues in 100% of our implementations.

Verify Charges

Charge Capture Verification

We will work with you to implement a reconciliation process to ensure we capture and bill for transports recorded in your ePCR.

Medical Coding

Support Correct Coding

Certified Experienced EMS Coders and Coding Management

Correct coding for your services requires well-trained and experienced coders. To address the nuances of EMS coding, we developed Specialty Coding Certifications (SCC) programs. This ensures our staff is the most knowledgeable in the industry. Following intensive training, coders must pass an exam and accurately code patient care reports with the correct service level, modifier, and diagnosis codes. Our entire EMS coding staff has achieved this certification.

EMS Coding for Enhanced Coding Workflow

We developed EMS Coding, a proprietary workflow tool that enables our coders to work efficiently. EMS Coding reformats patient care reports into a standard format. All reports have the same appearance and important details are always in the same location. Using this tool, our coders can review patient care records and easily identify the information needed.

With EMS Coding, we have achieved a higher rate of compliance and accuracy in coding. This translates into faster claims processing and quicker reimbursement for our clients. In addition, by using EMS Coding, we maintain patient care reports online for fast access during research and audits. With this tool, we can identify which crewmembers are providing deficient documentation and signatures.

Request for Additional Information

Before transmitting a claim to our clearinghouse, billing staff review all charge and claim related data. Incomplete revenue cycle management information is resolved. If a claim lacks the necessary information to bill, we will communicate them directly to your designated staff to request the required information. This communication will be detailed and sent automatically to you. It is against our compliance policy to make unauthorized changes to claims data. We use secondary audit and reporting capabilities check against unauthorized changes.

Defined Processes for Accurate Coding

Our certified EMS coders assign the proper service level (ALS1, ALS2, BLS, SCT) by reviewing all documentation received. We keep all charge source documentation. Diagnosis coding adheres to the current guidelines and coding conventions published in the ICD-10-CM Manual, Coding Clinic, and published payer guidelines. Procedure coding adheres to the guidelines and coding conventions published in the HCPCS Manual and published payer guidelines. When there is a conflict, we follow payer guidelines.

Monthly Provider Documentation Feedback

We provide monthly documentation feedback on issues we have identified using our RAI tool. Potential issues include, for example, potential down coding.

Annual and Ad Hoc Provider Documentation and Regulatory Changes Training

We also provide other education services to help ensure accurate coding and billing processes. We provide these services annually and on an ad hoc basis as necessary. These services are integral to our standard coding process and include but are not limited to the following:

- Provider documentation training
- Annual service level and diagnosis coding updates/changes
- NCD and LCD updates for Coding Acceptance
- Updates on regulatory guidance affecting coding/documentation
- EMS-specific publications covering industry topics including regulatory updates, coding and billing best practices, and upcoming events

Billing / Claims Submission

Gain a Technological Edge for Billing and Claims Processing

Our EMS billing specialists are responsible for the submission of electronic and hardcopy claims, including secondary claims, daily. They also resolve issues and errors encountered in the billing process.

Best Practices for Billing Compliance

We apply our proven, documented best practices to streamline every step of the process. The Model Office is our guide to success through effective organization of daily work. We have detailed work instructions for compliant handling of the entire billing process. We track and review all team members for adherence to our best practices.

Detailed Processes for Accurate Reimbursement Determinations

Change Healthcare views reimbursement determination as a crucial part of what we do for our clients. Our integrated Contract Management application enables us to link insurance codes in the billing system to preloaded contracts and fee schedules. We can parameterize the action requirements. This means we quickly identify underpayments by insurance carriers paying for the

wrong service level and recover the difference. Our billing specialists use best practice workflows for all processes to rectify errors and exceptions.

Clean Claims for Quicker Reimbursement

A clean claim is one that primary payers can pay the first time we submit it. Clean claims produce quicker reimbursement while reducing denials. Our goal is 100% clean claims. To achieve our goal, we incorporate many levels of edits that help to end claim rejections. Through our comprehensive claims management edits and connectivity, we achieve these results daily:

- Over 90% of claims are accepted the first time by their payers
- Over 95% of electronic claims reach their payer within 24 hours of clearinghouse file receipt

Charge Entry and Bill Generation Edits

We assess many data elements during the charge entry process. During this process, billing staff conduct further edits for age, gender, local carrier regulations, etc. We cannot submit a claim to the clearinghouse or the payer if it fails any of these edits. The system creates claim validation reports nightly. The reports are accumulative. Our staff members work these reports daily to resolve issues.

Clearinghouse Edits

After editing, the system submits claims automatically through our internally owned Change Healthcare clearinghouse. Ours is one of the largest and oldest clearinghouses in the country. In our clearinghouse, we further scrub claims with ANSI structural edits, additional payer specific edits, and payer defined adjudication edits. This ensures the claims are clean of errors and omissions before they reach the payers.

Electronic Submission to Over 1,900 Payers

Because of our national presence, we connect with over 1,900 commercial and governmental payers electronically. This speeds claims processing. Payers verify receipt of claims electronically and post automatically to our system.

Enhance Secondary Billing and Statement Processing

Automated Secondary/Tertiary Carrier Billing

The EMS billing system identifies secondary and tertiary carriers using the System Demographic File. The billing process for co-insurance begins once the primary carrier's remittance advice posts to the account. Where possible, we file claims electronically to the secondary and tertiary payers.

Self-Pay Statement Cycle Process Tailored to Your Policies

If an insurance carrier does not pay the original claim and payment is not forthcoming after appropriate contact, appeal or other action, and there are no additional carriers assigned to the account, we generate and mail statements to the patients or designated guarantors for the

remaining accounts receivable. This includes self-pay, denials, co-payments, and deductible amounts per our mutually determined cycle.

Advanced Mailing Technology Reduces Returned Mail

We use the latest in United States Postal Service (USPS)-approved software to ensure we apply the most accurate addresses. This software allows us to cleanse and update addresses for correctness before delivery. It also lets us presort and bar code mail pieces reduces delays in delivery. Improving the accuracy of your mail pieces results in:

* Less undeliverable mail

* Reduced costs

* Shorter revenue cycle turnaround

Change Healthcare is a licensed NCOALink provider by the USPS. The National Change of Address database (NCOA) holds more than 160 million records or 48 months of permanent address changes. This innovative system provides address corrections for patients that have moved or changed addresses. The NCOALink service prevents re-mailing to incorrect addresses and reduces undeliverable mail.

We use the Coding Accuracy Support System (CASS)-certified software in our statement mailing process. This software helps us conform to addressing standards set forth by the USPS. We also use Finalist software to verify, standardize, and correct address elements. It also, produces delivery point bar codes that enable presorting for postal automation discounts. These certified and approved programs enable us to:

* Assign ZIP codes and ZIP+4 codes

* Obtain delivery point bar codes for fast, prompt delivery of your statements

* Eliminate mail returns

Remittance Posting

Remittance Posting

Control Payment Receipt, Posting, and Credit Balance Processes

Electronic Remittance Advices Speed Payment Receipt and Posting

To speed payment receipt, we receive electronic remittance advices (ERAs) from your payers through the clearinghouse. Our system also uses this data to automatically create and send, or print and mail, claims to secondary and tertiary payers.

Deposit Control Auditing

We log the client, deposit date, and amount of deposit into our Deposit Control System. This is a best practice that allows for control and auditing. Our payment specialists are not able to "close" a batch of payment receipts until the amount posted is equal to the original amount charged. Deposits are zero balanced daily. At the end of the month, we balance the transactions posted to our billing

system to the total amount logged. If you provide bank statements, we can reconcile the amount posted to our system with the statements.

Line Item Posting and Balancing

Our payment-posting specialists handle the posting of payments. They perform line item posting daily including deductibles, allowances, and denials. Receipt date and deposit date are posted by line item to the date of service. We post zero payments with an explanatory note for tracking purposes. Our policy requires balancing to the charge transaction level.

Payment Variance Identification

Our system identifies payment variances by line item as payments post to the system. Following remittance receipt, we track and report all variances in payments. This helps us resolve variances with each payer for prompt, accurate reimbursement.

Underpayment Follow-Up

During the posting process, we identify accounts for underpayment. If the payment plus the copay plus the deductible is less than the fee schedule amount, we identify the account as a contract not fulfilled. We deliver it to the insurance follow-up specialist team for review and carrier follow-up. We recovered over $500,000 in underpayments from an insurance carrier for one of our clients.

Credit Balance Management

Our billing system automatically identifies credit balances. It creates work lists for research by our account representatives. We resolve all accounts identified as credit balances within 60 days. We are generally able to resolve them within 30 business days. Our Credit Balance Control System places these accounts in a 'refund review' status. This ensures our team researches each account to determine if a true refund exists. You determine whether you or we will issue the actual refund checks. Regardless of choice, we provide you a check register of refunds each month.

Manage and Reduce Denials

Automated Denial Management

As your revenue cycle partner, we take the responsibility to maximize your department's collections. Insurance carrier denials of claims submitted reduces the reimbursement your department receives. As part of our process, we record and track all denials on each patient's account. We work denials and the associated correspondence daily and classify them into one of two categories:

- Hard denials are those that cannot be reversed or corrected to result in payment. We post these denials to patient accounts. The patient is then responsible for payment of services.

- Soft denials are those that will result in payment with corrected or additional information. We also post these denials to the patients' accounts. Soft denial posting activates an internal follow-up process. This may lead to corrections, appeals, or other account activities.

We post all denials at a line-item level. This provides the greatest level of specificity for both denial tracking and management. Depending on each situation, our insurance follow-up specialists will contact the carriers and provide the necessary documentation. This documentation can include:

- Proof of timely filing
- Claims status
- Appeal letters to resolve the issues and obtain payments

Denial Root Cause Identification and Action Plan

Working denied claims after the fact is a critical component of our services. Yet, relying on this approach to address denied claims can result in a significant slowdown in your cash flow. In response, we developed a denial management process to measure the volume and causes of denied claims. It provides a mechanism for reducing denials before they occur. To help identify root causes, we have developed a variety of denial information reporting. Using our report writing tools, we can generate denial reporting using any parameter stored in the database. After establishing performance baselines, we review this information with you monthly. Your client manager will work with you on specific strategies and actions to reduce future denials.

AR Follow-Up

Increase Cash Collections and Reduce Bad Debt

A/R
Follow-Up

Focused Collections Management

We perform focused follow-up activities so you receive the revenue earned for services performed. Focused collection follow-up activities require coordinated teamwork. Designated staff members will follow-up with your insurance carriers and self-pay accounts. The billing team will manage your department's accounts to prevent them from becoming bad debt. We apply our shared values (Be Agile, Champion Innovation, Earn Trust, Include All, and Pursue Purpose) to everything we do and operate as an extension of your culture. We treat your patients, staff, and payers with respect. We deliver on our commitments while honoring your policies and procedures.

Third-Party Payer Account Follow-Up by Experienced Specialists

We assign our insurance follow-up specialists specifically to your receivables. These individuals are experts in the resolution of insurance claims for medical services. We further organize these associates into payer specialties for the most efficient resolution of issues. The day-to-day responsibilities of this team are to perform the following:

- Review claims to establish third-party liability or other payment security and patient responsibility
- Determine current claim status as related to rejections, rebilling requirements, responsibility of secondary or tertiary payers, and completeness of documentation and mandatory procedures required to obtain payment
- Investigate pending claims by contacting the insurance carriers or other parties

- Facilitate the submission of documentation necessary for payment including itemized statements, referrals, or other medical documentation
- Conduct further follow-up contact on reviewed claims to finalize payment using telephone calls, bulk submission, and faxed status requests
- Monitor remittance advices and rejections for appropriate payment per contractual agreements
- Determine appropriate contractual adjustments, write-offs, or additional payment requirements

Strategic Patient Account Balanced-Based Follow-Up

We will develop our self-pay follow-up philosophy after assessing your accounts receivables. We find this more effective than basing it on level of difficulty to collect or a pre-determined calculation. Typically, we send three self-pay statements and make at least one phone call over a 90-day timeframe.

Teaming with you, we will establish a matrix that describes the entire self-pay collections process. As part of the implementation process, we will work together to establish:

- Accounts receivable policies and procedures
- Pre-collections policies and procedures
- Payment plan policies and procedures
- Small balance write-off policies and procedures

We make every attempt to keep accounts from going to a collection agency. If desired, we will establish payment plans per your policies. Any time we receive partial payment, we restart the process and continue to collect outstanding balances.

Tele-Collector Automated Reminder Calls

Through our Tele-Collector system, patients receive automated phone calls as reminders of outstanding balances. Calls are placed on account balances of all sizes in both English and Spanish. Tele-Collector also enables patients to leave messages and alternate phone numbers at which they can be reached during normal business hours.

Professional Customer Service Center

Change Healthcare recognizes that your patients and guarantors may be unfamiliar with medical billing and insurance procedures. Handling their inquiries requires considerable time, patience, and medical billing and insurance knowledge.

Available during normal business hours, our customer service center specialists are specially selected personnel who have received extensive training, possess excellent communication skills, and will interact with your patients as if they were your own staff. While on the phone, they have instant, on-line access to related documentation so that most issues are resolved during the initial call.

Our toll-free phone number is printed on each statement. All issues called in are logged by type for tracking and reporting.

Change Healthcare's customer service specialists:

- Answer patient account inquiries within normal business hours.
- Follow approved self-pay policies and procedures.
- Update patient demographic and insurance information when received from patients.
- Initiate re-billing to appropriate responsible parties.
- Provide regular feedback to your organization regarding patient issues.

Integrated Voice Response (IVR) System for Quick Response to Patient Calls

Patients can check account information and make payments via telephone. This capability can improve your collections rate further. The toll-free number is printed on each statement and is available 24 hours a day, 7 days a week. We handle calls using our Integrated Voice Response (IVR) system. This results in up to 15-20% more calls answered. Our IVR is HIPAA compliant and has a Spanish speaking option. Through the IVR, your patients (or their guarantors) can:

- Verify account balances
- Confirm insurance information and filing status
- Make payments using a credit or debit card
- Transfer easily to a customer service specialist (during normal business hours)

Internet Portal for Online 24/7 Patient Information Access and Payments

By visiting the Change Healthcare PerYourHealth.com web portal 24/7 using the web address and unique account number and password printed on their statements to securely:

- Access account balances.
- View information about charges that have been incurred and payments that have been received
- Update insurance information
- Confirm filing status
- Make payments using a credit or debit card or PayPal
- Obtain answers to many medical billing questions

Your patients will receive a password to access their account on their statement(s). By entering a valid email address when they access their account onPerYourHealth.com, your patients can receive their statements electronically. If there are two or more failed attempts to contact the patient by email, a paper statement is sent which includes the status of the account plus a message to update the portal with the correct email address.

Following are screen captures of the PerYourHealth website.

Figure 2: PerYourHealth Website – Signature Capture. PerYourHealth allows your patients to provide a signature as necessary for reimbursement of fees.

Figure 3: PerYourHealth Website – Make a Payment Screen. PerYourHealth enables your patients to pay online using PayPal or a credit or debit card

Reporting / Analysis

Monitor Business Intelligence Reporting

Review Monthly Executive Summary and Management Reports

Reliable management information is essential to maintaining the effectiveness of your revenue cycle operations. Based on our experience, we developed meaningful executive summary and detailed management reports. These reports are and sent to you monthly.

Create Reports 24x7 using Internet-Based Business Intelligence and Reporting Tool

You can easily create your own reports at any time. Users can access our web-based business intelligence and reporting tool from anywhere Internet access is available. You can track key performance indicators and identify trends using our:

- Custom dashboards
- Predefined alerts
- Dynamic charts
- Flexible reports

These reporting capabilities even drive predictive analysis. You will understand not only where you are now, but also where you are going.

Track and Benchmark Performance

Improving your financial performance metrics requires continual monitoring to determine appropriate actions. To track performance, we use nationwide and regional benchmarks, including:

- Collections per transport
- Days in accounts receivable
- Gross and net collections and their associated rates
- Credit balances

During implementation, we will work with you to establish performance metrics and benchmarks. As an ongoing process, you can leverage the capabilities of our reporting tools to track and improve performance. Our business intelligence and reporting tool, provides you with access to your financial data and metrics. This supports a transparent, results-oriented business culture focused on ongoing improvement. In addition, your client manager and our executive team will compare your results against established benchmarks. If deficiencies are noted, we will take necessary actions.

Figure 4: Business Intelligence and Reporting Tool. With our business intelligence and reporting tool you can monitor performance and create your own reports anytime from anywhere Internet access is available.

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Additionally, the proposal should specifically address:

Discuss your offering and understating regarding the following:

a. Invoicing / Billing, b. Collections

A. **Contractor shall be responsible for the invoicing, collection, and generation of all insurance forms and filings, record maintenance and preparation of standard and/or custom reports, as requested or required by Fort Lauderdale Fire Rescue.**

   We will comply with this requirement. We will import patient information from your ePCR system into our internally developed, proprietary EMS billing platform. We will use this platform to manage the entire billing process from coding to invoicing to collection of accounts receivable. Our platform includes our proprietary reporting tool, Business Performance Insight, which will provide the City with a comprehensive reporting solution. Because we can report on any data element included in our billing platform, we are confident we can meet or exceed the City's reporting needs.

B. **The invoices for services rendered shall contain the following information:**

   1. **Account number.**
   2. **Invoice number.**
   3. **Invoice date.**
   4. **Name of Patient.**
   5. **Name of responsible person if different from patient.**
   6. **Complete address.**
   7. **Date of transport.**
   8. **Cost of transport including cost breakdown (mileage & oxygen).**
   9. **Incident number.**
   10. **Transport mileage from and to.**
   11. **Insurance coverage and instructions (if applicable).**
   12. **Billing inquiry telephone number - `800' phone number if not local for satisfaction of the receivable.**
   13. **Scanline in OCR `A' format containing Contractor's account number, amount of bill and other reference data necessary for contractor to promptly post collections to the proper patient accounts.**

   The invoices sent to patients contain all the elements listed above.

C. **The Contractor must be able to mail bills/invoice forms to patients within five (5) business days of receipt of the patient information. This is to include return envelope and address specified by the City of Fort Lauderdale.**

   We can meet this requirement. However, we recommend expanding the five-day window in situations where the system has not found a hospital match. We have a customized built-in window because our experience has taught us that hospitals generally do a good job of

acquiring patient health insurance information from both primary and secondary insurance payers after patient discharge, which can take more than five days in many cases. Giving hospitals adequate time to have accurate information greatly increases the percentage of successful hits, thus assuring higher payments to clients.

This customized window provides us with the greatest opportunity to acquire the most complete and accurate health insurance information possible, instead of sending out a patient statement too quickly.

D. The Contractor shall be responsible for sending follow up bills at thirty-day intervals until the account is turned over for collection to the City's designated collection agency, in accordance with the above schedule.

We will comply with this requirement. We will confirm all billing policies with the City during system set-up.

E. Mail proper insurance forms or electronically process to third-party payer as required or requested by the patient. (This is to include envelope and address specified by the City of Fort Lauderdale.)

We will comply with this requirement.

F. Post all payments as received directly or electronically within one (1) business day.

We will comply with this requirement.

G. Agrees to make every effort to locate and correct any incorrect billing address for billable patients.

We will comply with this requirement. We use the latest in United States Postal Service (USPS)-approved software to ensure we use the most accurate addresses. Our capabilities to cleanse and update addresses for correctness before delivery to the USPS as well as to presort and bar code mail pieces helps eliminate delays in delivery. Improving the accuracy of your mail pieces will result in less undeliverable mail, reduced cost in the reprocessing of mail, shorter revenue cycle turnaround, and overall cost savings.

Change Healthcare is a licensed NCOALink provider by the USPS. The National Change of Address database (NCOA) holds more than 160 million records, or 48 months of permanent address changes. This innovative system provides address corrections for patients that have moved or changed addresses. The NCOALink service prevents re-mailing to incorrect addresses and reduces undeliverable mail.

We conform to addressing standards set forth by the USPS by including the Coding Accuracy Support System (CASS)-certified software in our statement mailing process. We also use Finalist software, which prepares addresses for USPS handling by verifying, standardizing and correcting address elements, and produces delivery point bar codes that enable presorting for postal automation discounts. These certified and approved programs enable us to assign

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ZIP codes and ZIP+4 codes, and obtain delivery point bar codes which help ensure fast, prompt delivery of your statements while helping to eliminate mail returns.

H. **Agrees to include in the invoice mailing a citizen satisfaction survey and a return, self-addressed and postage paid envelope that will be provided by the City of Fort Lauderdale. Said survey is expected to be no more than one page in length and of a size not to exceed 8 1/2 x 11 inches.**

We will comply with this requirement.

I. **Contractor will check hospital information twice per self-pay account (if necessary) to obtain/verify patient insurance and contact information.**

We will comply with this requirement. If a claim has incomplete demographic information, we will gather the information from the transport hospitals and other available databases. We use a variety of tools such as Request for Information (RFI) letters, telephone calls, email, and skip tracing services, such as Accurint, to obtain as much information as possible before sending claims to insurance providers. We will maintain accurate billing address information for all transported patients based on the data provided by the City and the data gathered from other sources.

J. **Conduct any follow-up required to obtain the necessary insurance information to process invoices for payment. Record of telephone calls and contact shall be maintained and any payment on an account shall be recorded per account.**

We will comply with this requirement. We will leverage interfaces with your transport hospitals, RFI letters, and skip tracing services to obtain missing information. Our billing system maintains a record of all activity related to a patient's account, including calls and other forms of contact and payments.

K. **Accept the hard copy or electronic information pertaining to patients' pay or billing documentation from Fort Lauderdale Fire Rescue for all patients transported by Fort Lauderdale Fire Rescue.**

We will comply with this requirement.

L. **Patient invoices: All invoices and reporting systems shall be automated.**

Our solution complies with this requirement.

M. **Contractor shall be responsible for all usual and customary costs incurred as a result of billing and collecting accounts, such as software, equipment and the installation of data and phone lines.**

We will comply with this requirement.

N. **Contractor shall maintain and update all billings for ambulance services (accounts) to include update of address and telephone numbers obtained through billing and collection efforts. Report shall be provided as necessary.**

We will comply with this requirement.

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O. **In the event Contractor received payment for services which are later disallowed (such as bad checks paid directly to FLFR, or adjustments) by FLFR, FLFR may offset the amount disallowed from any payment due Contractor.**

We agree to this provision.

P. **Contractor shall not add a charge of any kind to a billed account.**

We will comply with this requirement.

Q. **To the extent necessary to fulfill its billing and collection efforts under this Agreement, Contractor is granted limited authority to sign in an administrative capacity on behalf of FLFR the following types of standard forms and correspondence: probate claim filings; letters to patients and their representatives verifying that an account is paid in full; form verifying FLFR tax exempt status; and insurance filings and related forms. Contractor has no authority to sign any document on behalf of FLFR, which imposes liability on FLFR.**

We agree to this provision.

R. **Contractor shall be responsible for attempting to collect on any unpaid account up until the time the account is eligible to be sent to the City's designated collection agency.**

We will comply with this requirement. During implementation we will work closely with the City to establish all billing policies, including when to send accounts to the City's designated collection agency.

S. **All written billing and collection correspondence must be approved by FLFR Contract Administrator or designee. All payments and correspondence shall be directed to the mailing address designated by FLFR.**

We will comply with this requirement.

T. **The Contractor agrees to negotiate and arrange modified payment schedules for those individuals unable to pay the full amount when billed when authorized by the City or FLFR.**

We will comply with this requirement. Our EMS billing system can establish patient payment plans easily. We will provide this service as deemed necessary by the City. You can also establish minimum amounts.

U. **The Contractor agrees to refund patient or insurance company refunds within 45 business days of receipt and agrees to all applicable Florida Statutes.**

We will comply with this requirement.

V. **The Contractor must provide the City of Fort Lauderdale with a refund request including all pertinent information relating to refund payments to patients and/or insurance company. (Contractor to describe procedure in their proposal submittal).**

We will comply with this requirement. When we discover an overpayment, one of our team members not involved with the previous transaction(s) will validate the refund. We will perform all procedures in accordance with internal policy, client contracts, and governmental regulations. We will maintain documentation of any action taken.

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In the case of a patient overpayment or upon receiving direction from the related third party, a refund check request shall be prepared and forwarded to the client (or Change Healthcare personnel as appropriate), who then prepares and sends the refund check. Only validated refunds may generate a refund check request.

W. Contractor will process all third-party reimbursements within one (1) week after receipt of appropriate billing information from primary payer.

We will comply with this requirement.

X. Contractor shall not settle any accounts for less than the amount indicated by Fort Lauderdale Fire Rescue without the prior written approval of the Fort Lauderdale Fire Rescue designee.

We will comply with this requirement.

Y. Contractor shall provide copies of remittance advice as required by FLFR.

We will comply with this requirement.

Z. Contractor shall post all payments received directly or electronically within one (1) business day and process refund requests with the month following an overpayment.

We will comply with this requirement.

AA. Contractor shall maintain proper insurance forms used by third party payers as required or requested by the patient in either the manual or electronic method. Either way, the contractor shall include information on where to send payments to FLFR.

We will comply with this requirement.

BB. Contractor shall expeditiously begin the billing and collection process for those Accounts provided to Contractor by FLFR based upon established rates. The method used by Contractor to process the accounts shall be a means approved by FLFR Contract Administrator.

We will comply with this requirement. We will review all policies and billing methods with the City prior to program go-live.

CC. Contractor shall be responsible for contacting the sender of monies when there is insufficient information to identify which account the payment is being applied to. FLFR shall not be required to pay Contractor any collection fees on account until the corresponding account number can be identified.

We will comply with this requirement.

DD. Contractor shall reconcile the number of transports collected with those transmitted to Contractor and contact FLFR Contract Administrator to report any discrepancies.

We will comply with this requirement. During implementation we will work closely with the City and your chose ePCR vendor to establish a mutually agreeable reconciliation process.

EE. **If this Agreement is terminated, all accounts will be returned to FLFR regardless of payments made on account or arrangement made. Upon termination, Contractor will inform any billed account with whom they are dealing to make future payments directly to FLFR or other firm identified by FLFR.**

We will comply with this requirement. Our agreement will detail the steps taken at the end of the life of our contract. Once Change Healthcare stops entering new charges, we will continue to work the accounts and post payments for 90 days. At the end of the 90-day period, we will create a file, in the mutually acceptable format detailed in our contract, and send it to you. The file will detail active accounts with a balance and accounts that are in zero balance.

FF. **Fort Lauderdale Fire Rescue is the owner of all information submitted to the Contractor. If this Agreement is terminated, all accounts will be returned to FLFR regardless of payments made on account or arrangement made.**

We will comply with this requirement.

GG. **If this Agreement is terminated contractor agrees to provide a raw flat file containing all relevant data that would be needed to re-create a EPCR for any purpose. The contractor agrees to provide the City a one-time column header file w/ a brief description of each columns' data and how it pertains to the formulation necessary to re-create the EPCR for the purposes mentioned above.**

We will comply with this requirement.

HH. **The Contractor should include sample bill forms and the messages that will be used on each successive bill mailed, as part of the response. All text, format, and color of printing and stock is subject to approval by the City of Fort Lauderdale. Billings should be at maximum intervals of 35 business days, except for the first invoice that should be rendered within 10 business days of service.**

We have provided samples of our patient correspondence in the next section, Reports/Bill Form.

II. **Contractor shall be required to establish a method to accept and process credit card payments from patients through an online solution. The City can be the merchant for the solution but the contractor shall be responsible for all fees associated with the credit card acceptance solution.**

We will comply with this requirement. Patients can securely access www.peryourhealth.com to make payments via credit/debit card or PayPal, view their balances, print out their statement or save it as a PDF file, and update demographic and insurance information. Using this portal, your customers may view information about incurred charges and received payments, as well as obtain answers to many medical billing questions.

Patients can also provide an "e-signature". This feature is useful for Medicare patients who did not sign the patient care report at the time of transport. It shortens the time necessary to obtain a patient signature so that we can bill Medicare.

Change Healthcare qualifies as a VISA Level 1 service provider which requires an annual Report of Compliance (ROC) completed by a Qualified Security Assessor (QSA). We view this certification of our credit card data security program as a positive differentiator between us and other companies.

As a Level 1 Service Provider, we strive to maintain compliance with the PCI DSS requirements. We accept credit card payments via mail order / telephone order (MOTO) and process payments using clients' third-party processor's payment page, payment terminals, or via our hosted Virtual Payment Portal.

Change Healthcare team members who handle credit card payments undergo background and credit checks, and access to patient credit card information is limited to those circumstances where access is necessary to process the credit card payment transaction. Protected cardholder information is not accessed for business operations for which it is not required, e.g., posting associated payments to Change Healthcare-controlled billing systems.

JJ. Contractor shall provide a process for collecting information from local law enforcement agencies and gross billable and payments on all incidents involving motor vehicles.

We will comply with this requirement. We will work with the City to establish this process during implementation.

KK. Contractor shall show the ability to increase collection rates annually.

We a proven track record of increasing revenue for our client's year over year. The best proof we can provide is our current customers. We encourage you to reach out to the references provided and inquire about our collection rates and our outstanding service to our clients and the citizens they serve.

LL. Contractor shall have a mechanism in place to find a revenue source for all patients outside of contacting the hospitals.

We will comply with this requirement. In addition to using hospital data, we use a variety of tools to locate missing patient demographic and insurance information. Medicare and Medicaid databases, skip tracing tools, and our internal Change Healthcare claims clearinghouse are just some of the tools used to find insurance information.

MM. Contractor shall be able to provide litigation services as it may relate to MVA (Motor Vehicle Accident/PIP Claims) incidents should the need arise. These services will only be executed based on direction from the City on an as-needed basis.

We have a designated attorney request department which is staffed with individuals that specialize in auto accidents.

NN. **FLFR will be implementing a fee for "patient contacts with no transport" with an estimated volume in excess of 3000 billable fees per year and Contractor shall be able to assist and process these fees.**

We can bill for any fees charged by the City, including treat/no transport.

c. Medicare and Medicaid requirements

A. **Contractor shall provide prompt submission of Medicare, Medicaid and insurance claims within seventy-two (72) hours after receiving a completed EPCR, when all information necessary to file the claim is present.**

We will comply with this requirement.

B. **Contractor will provide Medicare/Medicaid billings in accordance with all federal, state and local laws and Medicare/Medicaid rules and requirements.**

We will always comply with all applicable federal, state, and local laws, including Medicare/Medicaid rules and requirements.

C. **Contractor shall provide Electronic Claims processing for Medicare and Medicaid and re-file Medicare, Medicaid or insurance claims, as necessary to obtain payment.**

We will comply with this requirement. We use our internally-owned, electronic Change Healthcare clearinghouse for transmission to over 1,900 payers, including governmental (Medicare, Medicaid, TRICARE, etc.) and commercial, to manage their electronic transactions. Our system manages over 1.9 billion financial transactions annually, valued at over $1.1 trillion. Our clearinghouse also provides an online insurance verification tool, providing the ability to confirm insurance coverage before filing a claim.

D. **Contractor shall be prepared to assess service levels prior to billing and classify services into levels that meet Medicare and Medicaid transport criteria. These service levels may, in a limited number of cases, differ from what is indicated on internal documents based upon interpretation and must be brought to FLFR's attention to determine if changes may be necessary.**

We will comply with these requirements.

E. **Contractor will provide support for Medicaid or Medicare audits.**

We will comply with this requirement.

F. **Provide Electronic Claims Processing for Medicare and Medicaid to the City's lock box.**

We will comply with this requirement. The lockbox services administered by your bank provide the best security and fraud safeguards to the payment receipt process. Under this arrangement, all funds are mailed to the bank, which deposits them on behalf of your organization. The lockbox then forwards copies of all checks and original correspondence and attachments to Change Healthcare for processing. If possible, we prefer to receive this information from the bank electronically. This arrangement puts you in direct control of all cash and us in control of

processing all paperwork for you. We will work with you to ensure that all payments continue to be directed to your bank lockbox.

We will scan and save copies of all checks, EOBs, correspondence, and attachments on your behalf. We will post and resolve all payments, denials, and rejections. We will create a custom report for you that lists any denied primary claims where no action to resolve the denial is recorded in the system so you can track review and resolution of all denials. We believe this report will be a powerful tool for you in holding us accountable for working denied claims.

a. HIPPA Requirements

Change Healthcare will comply with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned through the billing services provided. We are committed to delivering services and products that enable our clients to meet the requirements of HIPAA. Our industry knowledge, leadership, and integrated internal business processes position us to help our clients address the challenges of HIPAA while meeting their long-term goals. We have been actively involved in HIPAA activities since early 2000, first with the Transactions and Code Sets requirements, then with the Privacy and Security rules.

We are very proud of our HIPAA privacy policies as they reflect a lot of hard work and expertise. High quality products like our privacy policies help distinguish us from the competition. Change Healthcare has developed specific HIPAA-compliant policies and procedures for Privacy and Security compliance as listed below.

General Policies

- HIPAA Privacy Structure
- Privacy Questions, Complaints and Incidents
- Minimum Necessary
- Computer Information Security
- Team member HIPAA Privacy Training
- Electronic Transmission of PHI - Email
- Electronic Transmission of PHI – Fax
- PHI Outside of Change Healthcare RMS Controlled Facilities
- Media Management
- Physical Access
- Personally Identifiable Information (PII) & Protected Health Information (PHI) Work in Process Storage
- Working Remotely

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- Business Associates
- Disclosures and Accounting of Disclosures
- External Communication of HIPAA Policies
- De-Identified Protected Health Information (PHI)
- Marketing of Protected Health Information (PHI)
- Protecting Credit and Debit Card Information

Interacting with Patients

- Handling a Patient's Request for Confidential Communications
- Handling a Patient's Request for Restrictions to Protect Their Healthcare Information
- Communicating with Patient's Representatives
- Patient's Right to Copies of Confidential Health Information

b. **Compliance with other applicable Federal, State and local laws and requirements.**

A. **Provide HIPAA privacy practice requirements to all patients transported in accordance with current regulatory requirements.**

We will comply with this requirement.

B. **Comply with all applicable Federal, State, and local laws as they apply to the services being provided, such as but not limited to, the Federal Debt Collection Practices Law. This further includes all requirements to maintain confidentiality for all medical and patient information as related in state and local laws or rules and regulations as well as the Health Insurance Portability and Accountability Act of 1996.**

Because Change Healthcare is a billing company, not a debt collector, we are not subject to the Fair Debt Collections Practices Act ("FDCPA"). Billing companies send statements for services not billed at the time of service and such amounts are not in default. Billing companies also send the statements in the name of the provider and do not use a third-party name. If a billing vendor were to fully comply with the FDCPA they would need to bill with their own name instead of under their clients' names. The billing vendor would also have to collect the monies received into their own bank account and then forward the money to their clients. Change Healthcare agrees that it will meet the "spirit" of the collections recommendations and agrees as follows: In communications with County's patients, Change Healthcare will not:

- Simulate in any manner a law enforcement officer or a representative of any governmental agency
- Use or threaten force or violence
- Tell a patient who disputes a bill that she or he or any person employing her or him will disclose to another, orally or in writing, directly or indirectly, information affecting the patient's reputation for credit worthiness
- Disclose to a person other than the patient or her or his family information affecting the patient's reputation, whether or not for credit worthiness, with knowledge or reason to

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know that the other person does not have a legitimate business need for the information or that the information is false

- Willfully communicate with the patient or any member of her or his family with such frequency as can reasonably be expected to harass the patient or her or his family, or willfully engage in other conduct which can reasonably be expected to abuse or harass the patient or any member of her or his family

- Use profane, obscene, vulgar, or willfully abusive language in communicating with the patient or any member of her or his family

- Claim, attempt, or threaten to enforce a client bill if Change Healthcare knows that the bill is not legitimate or assert the existence of some other legal right if Change Healthcare knows that the right does not exist Use a communication which simulates in any manner legal or judicial process or which gives the appearance of being authorized, issued or approved by a government, governmental agency, or attorney at law, when it is not

- Communicate with a patient under the guise of an attorney by using the stationary of an attorney or forms or instruments which only attorneys are authorized to prepare

- Orally communicate with a patient in such a manner as to give the false impression or appearance that the County is or is associated with an attorney

- Publish or post, threaten to publish or cause to be published or posted before the public individual names or any list of names of patients, commonly known as a deadbeat list, to enforce or attempt to enforce collection of the bill.

- Mail any communication to a patient in an envelope or postcard with words typed, written or printed on the outside of the envelope or postcard calculated to embarrass the patient. An example of this would be an envelope addressed to "Deadbeat, Jane Doe" or "Deadbeat, John Doe"

- Communicate with the patient between the hours of 9 p.m. and 8 a.m. in the patient's time zone without prior consent of patient

- Cause charges to be made to any patient for communications by concealment of the true purpose of the communication, including collect telephone calls and telegram fees.

C. Contractor shall facilitate proper security of confidential information and proper shredding of all disposed materials containing such proprietary information in accordance with Florida Law regarding records retention privacy act.

We will comply with this requirement.

c. Customer Service – your plans for response to patients' concerns, negotiations etc.

A. Respond to all patients' requests and inquiries, either written or verbal, in a TIMELY manner not to exceed two (2) business days.

We will comply with this requirement. As an important part of our business, we are committed to excellent customer service. We understand our customer service department is an extension of your organization and we train our staff to be courteous and helpful when responding to EMS patient phone calls. Customer service representatives are available via a

toll-free number Monday through Friday (excluding holidays) from 8:00 a.m. to 5:00 p.m. Eastern (Doral is 8:30-5) to answer any incoming customer service inquiries. Our goal is to satisfy all caller issues quickly and courteously.

Callers can leave a voicemail. We will make every effort to respond to voicemails within 24 business hours of receipt.

B. Provide and furnish all material and personnel required for the performance of the Agreement.

We will comply with this requirement.

C. Contractor shall provide Customer Service Representative (CSR's), available during normal business hours, which are able to read, write and speak fluently in English, Spanish and Creole. These CSR's shall be able to assist patients and/or other third-party payees in all billing inquiries in a timely and courteous manner. Customer calls will be facilitated as local within the County or through a "toll free" exchange, which will be published on all invoices. Contractor shall respond within three (3) business days to Fort Lauderdale Fire Rescue and patients on requests for information or records. All scripts and protocol for answering and placing calls shall be agreed upon prior to the commencement of services between Contractor and Fort Lauderdale Fire Rescue. A record of telephone calls and contacts shall be maintained.

We will comply with this requirement. Our customer service representatives will be available during normal business hours and can communicate fluently in English and Spanish. Our representatives will use translation services to communicate fluently in Creole. We have been providing EMS billing services for the City of Miami, which has a large Creole-speaking population, for many years. We have never had any issues communicating in Creole or in any other language. Each of the CSRs in our Doral, Florida EMS billing Center of Excellence can read, write, and speak fluently in English and Spanish.

D. Contractor shall be responsible for the mailing of all forms, i.e. HIPAA, customer survey, etc. forms. Contractor shall be responsible for all associated costs.

We will comply with this requirement.

E. Contractor shall respond promptly to all patient requests and inquires, either written or verbally in a timely and courteous manner. This and all communications should be in a format that can be tracked by both City and Contractor and shall comply with all applicable federal, state and local laws as such laws apply to the services being provided.

We will always conduct all communications in a professional and courteous manner. We document and investigate all complaints.

Our Standards of Conduct Program guides our business and team member actions. Our goal is to achieve an unequaled level of performance and quality for our customers. One of the cornerstones of our team member program includes Quality Systems and Services. Change Healthcare provides systems and services of high quality that address our customers' desires. We have a genuine desire to please our customers. Change Healthcare has well documented customer service policies and procedures. We can share these policies on a

detailed and confidential basis once the City is our client. The following are guidelines from our program book relating to Quality Systems and Services:

- We employ people with the necessary experience, education and expertise to address our customers' needs
- We strive to anticipate our customers' needs so we can exceed their expectations.
- We show sensitivity and responsiveness to others with attentive listening. This helps us achieve genuine customer satisfaction.
- We work as an effective team and promote and encourage effective teamwork.
- We conduct our individual daily actions to reflect positively on our company.
- We provide appropriate training to maintain quality in the delivery of services.

Change Healthcare recognizes that your patients may be unfamiliar with medical billing and insurance procedures. Handling their inquiries requires considerable time, patience, and medical billing and insurance knowledge.

We choose our customer service specialists carefully. They receive extensive training and possess excellent communication skills. Our staff will interact with your patients as if they were your own staff. Specialists are available during regular business hours. They have instant, on-line access to patient records. Therefore, we can resolve most issues during the initial call.

Each billing statement contains our toll-free phone number. We log all issues called in by type for tracking and reporting.

Change Healthcare's customer service specialists:

- Answer patient account inquiries within normal business hours
- Follow approved self-pay policies and procedures
- Update patient demographic and insurance information when received from patients
- Initiate re-billing to appropriate responsible parties
- Provide regular feedback to your organization about patient issues

F. **Contractor shall provide and furnish all materials and personnel required for the performance of the Agreement.**

We will comply with this requirement.

G. **Contractor shall provide a designated liaison for patient/payer concerns.**

We will comply with this requirement.

H. **Contractor shall provide a 1-800 number and 24/7 (365 days) computer help desk support for the EPCR report writing laptop and desktop hardware, software and its connectivity.**

All the proposed ePCR vendors have a toll-free number for their help desk

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d. Documentation Maintenance

A. The Contractor will maintain all documentation records and patient information in a safe and secure manner that will allow inspection and audit by the City of Fort Lauderdale or its agents upon proper notification.

We will comply with this requirement.

B. All data created by FLFR and collected by the contractor is owned by the City of Ft. Lauderdale and shall be returned upon request in a format agreeable to city.

We will comply with this requirement.

C. Contractor shall provide access to its database and a data dictionary for FLFR to use for report writing capabilities.

The City will have inquiry access to the billing system and will be able to view all activity on the patient's account, including detail charges, payments, and when statements or claims were sent to and received by the payers.

Business Performance Insight, our business intelligence and reporting tool, enables our clients to access medical billing and accounts receivable management information on-demand using a Web browser and any Internet-enabled device. From high-level dashboards to drill-down and linked reports that provide the detail to make changes, Business Performance Insight helps get the answers needed to improve your performance.

Business Performance Insight includes:

- Easily accessible standard reports

- The ability to customize and create reports that address your unique needs

The access is secure, restricted and HIPAA compliant. With an easy-to-use interface, professional administrators or anyone you employ (with the proper access privileges) will be able to drill into vital information and perform detailed analyses. You can view stored reports or create new ones. Users can also export reports to Microsoft® Excel® or save them as an Adobe® PDF.

Custom dashboards, predefined alerts, dynamic charts, and flexible reports enable you to monitor key performance indicators and identify trends unique to you. This transparency will affect positive change and foster growth for the City of Ft. Lauderdale. The City's authorized personnel can access our system from desktop computers and thin client devices at all FLFR Fire Stations.

d. **Communications with City of Fort Lauderdale Staff – including letters of complaints, past due accounts, meetings, etc.**

A. **The Contractor agrees to retain all accounts for a minimum of six (6) months (from the date of first billing) and after six (6) months turn over accounts for which no collection has been made (unless insurance is pending or the patient has arranged a modified payment plan) to the City's designated collection agency. All costs incurred by the successful contractor will be the responsibility of the contractor and not the City of Ft. Lauderdale. Eligible accounts will be turned over to the City's designated collection agency at approximately six (6) months from the date of first billing (unless the account is actively being pursued by the Contractor). Eligible accounts include accounts with no pending insurance claim activity or no active payment plan. Successful Contractor should adhere to this current policy.**

We will comply with this requirement.

B. **Contractor will attend meetings with the Fire Rescue Administration staff when requested to review contract operations.**

We will comply with this requirement. Our EMS billing office is less than 35 miles from the City and our staff will be available to meet with Fire Rescue Administration staff in-person or over the phone when requested.

C. **Contractor shall participate in a yearly audit conducted by Fort Lauderdale Fire Rescue consistent with Generally Accepted Accounting Principles – GAAP. This audit will cover the common set of accounting principles, standards and procedures used to compile annual financial statements.**

We will comply with this requirement.

D. **Contractor will notify FLFR of any changes in federal, state or local laws, rules, regulations and codes that affect this subsequent agreement.**

We will comply with this requirement. Our in-house legal team and our compliance team work together to determine the impact of regulation changes to our clients and to Change Healthcare and what changes need to be made by the operations team to comply. Our compliance team then relays that information to our operations teams and client managers. Your client manager will then explain any impacts to your designated staff. Every part of the process involves Change Healthcare team members who are experts at not just health care reform, but also federal Medicare rules and regulations, local Medicaid protocols, and even state and local legislation that can affect your reimbursement or required documentation. Appropriate team members attend conferences as necessary to stay abreast of the ever-changing rules in healthcare. Your client manager and operations team will keep you abreast of all changes as they occur.

E. **Contractor shall designate a Program Manager responsible for all matters related to the Contract, including performance. A toll-free number and the name of the Project Manager shall be provided upon commencement of this Agreement. The Project Manager shall be available during business hours of 8:30 am to 5 pm, Monday through Friday and shall respond to FLFR within one (1) hour.**

We will comply with this requirement. We will assign a client manager who will serve as your primary point of contact. Leveraging in-depth knowledge of revenue cycle management policies and procedures to optimize of your revenue, your client manager stays abreast of ever-changing industry standards and regulations and provides expertise in dealing with payers. Using analytical tools, he or she provides statistical and impact analyses to your organization. He or she also serves as the master coordinator and communicator for activities that occur between Change Healthcare and your organization, as well as other involved parties such as payers and accountants. Complementing our revenue cycle services, your client manager provides value-added business management and advisory services to your administrators. Relieving your administrators of many accounts receivable-related projects, your client manager enables them to focus on your strategic business goals.

F. **Upon request by FLFR, a written response shall be provided to all complaints received by FLFR of any alleged actions taken by Contractor and/or its agents. The response shall be provided by Contactor's Project Manager and shall be received by FLFR within fifteen (15) business days from the date the request is sent to Contractor. The response shall address all questions and statements made by FLFR concerning the alleged actions.**

We will comply with this requirement.

G. **Contractor shall provide FLFR with a read-only access to accounts at locations determined by FLFR.**

We will comply with this requirement. The City will have inquiry access to our billing system and can view all activity on the patient's account, including detail charges, payments, and when statements or claims were sent to and received by the payers.

H. **Contractor shall provide all necessary developing, copying, faxing, mailings, and all other such related services at no additional cost to FLFR.**

We will comply with this requirement. These services are included in the fee quoted in our proposal.

I. **Contractor shall maintain and inform FLFR regarding the following:**

1. **Records of current fees;**

2. **Industry approved billing codes;**

3. **Description files;**

4. **Current laws applicable to billing of patients for transports;**

5. **Records of nation-wide and local trends in transport fee schedule and inform FLFR of any changes.**

We will comply with these requirements.

J. **Fort Lauderdale Fire Rescue, its staff, consultant, and/or contractors shall have the right to visit the offices of Contractor and/or its agents periodically for inspection of the facilities and operations used in the performance of any resultant agreement.**

We will comply with this requirement. We respectfully request that any third-party auditor not be competitor of Change Healthcare.

K. **Contractor shall provide 24-hour access to a certified HIPAA Compliance Officer that meets all state and federal requirements.**

We will comply with this requirement. We have a fully staffed compliance department dedicated to ensuring we always comply with HIPAA and all other applicable regulations. Timothy Green, CAC, CACO, CAPO, CADS – EMS Compliance Training/Compliance Instructor – is the compliance liaison for our EMS billing division. He is part of the organization under our chief compliance officer, Kenneth Hooper. Tim is a former EMS Director with over 30 years' experience as a firefighter/paramedic and is a graduate of the National Fire Academy (NFA) EMS Leadership, Advanced EMS Leadership and Command and Control of Fire Department Operations Courses. He has an associate degree in Fire Sciences and Emergency Medical Services from Sinclair Community College in Dayton, Ohio and has completed multiple leadership courses at the Ohio Fire Academy. Tim also completed the Ohio State University Management Series while employed with the Kettering Fire Division.

After retiring from the fire service, he was hired as the operations manager for careNOW, an innovative pathway management project owned by Premier Healthcare Services and the Greater Dayton Hospital Association in Dayton, Ohio. Tim has also worked in the EMS transport billing industry for almost 18 years, helping to build a high-performance billing company, focused on emergency transports. During that time, he was the director of client services for MBI-Solutions, fire/EMS division and later he became the director of client services, for MED3000, fire/EMS division in Ohio.

Tim is a member the International Association of Fire Chiefs (IAFC), EMS Section and the International Association of Firefighters (IAFF). He currently holds certifications as a Certified Ambulance Coder (CAC), Certified Ambulance Compliance Officer (CACO), and a Certified Ambulance Privacy Officer (CAPO). Tim's job functions focus on EMS compliance, training, and coding.

L. **For record keeping purposes (not related to billing/collection cycle), Contractor shall retain all account information for a minimum of three years.**

We will comply with this requirement.

e. Training provided by Change Healthcare to Ft. Lauderdale staff

A. **Provide training to appropriate FLFR personnel regarding the gathering of necessary information and proper completion of its EPCR laptop and desktop software.**

B. **Provide minimum annual basic and on-going training to appropriate FLFR personnel regarding HIPAA compliance. Training may be in the classroom or electronically so long as it is consistent. Certificate must be supplied to employee upon completion of training.**

C. **Training Plan – Contractor will provide a series of training programs at locations designated by the City to educate field personnel on the proper utilization of its quality control software application as well as other features available within the reporting software.**

D. **Contractor shall provide training (examples – ePCR documentation, proper coding using ICD-10-CM or any updated versions, etc.) for FLFR Administrative personnel, not to exceed 80 hours annually.**

E. **All training and training equipment (tablets, hardware, accessories, software, etc.) shall be at no charge to the City.**

The training provided to City personnel will comply with the above listed criteria. Change Healthcare will provide documentation training for patient care reports that will detail Medicare, Medicaid, and all applicable regulations. The training will discuss in detail Medical necessity rules for both emergency and non-emergency transports and supporting documentation needed for both emergency and nonemergency transports. Trainers will distribute all visual aids, including handouts. We will conduct training sessions as needed to meet the needs of the City. Trainers can use real City examples during the training, and we can schedule multiple training sessions on different days/times to ensure that all shifts can attend the training. Each training session will last approximately 60-90 minutes and will be available for each shift. We provide this training at no additional cost. We are always available to answer questions that may arise after the training or at any time. Change Healthcare will provide constant documentation feedback to appropriate personnel.
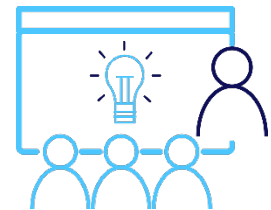
In addition to the above, the ePCR vendor selected by the City will also provide comprehensive training on their software.

f. Communications with Ft. Lauderdale serviced hospitals

A. **Agrees to maintain a working arrangement with all Fort Lauderdale Fire-Rescue serviced hospitals including Business Associates Agreement/Electronic Access with hospitals.**

We will comply with this requirement. During implementation, we will establish interfaces with your transport hospitals to receive electronic patient information. During implementation, we

will work with the City to establish a process for requesting Interfacility and/or Routine transfers online with all required paperwork completed when the request is submitted at no cost to the City.

B. **Contractor shall provide Fort Lauderdale Fire Rescue with a copy of all letters of complaint within ten (10) business days of receipt, and indicate what action was taken to achieve an acceptable resolution.**

We will comply with this requirement. We take any patient complaint very seriously. We log and escalate patient disputes to internal Change Healthcare management for quick resolution. Our management personnel will speak to the patient to resolve their issue quickly. Our team will stay close to the issue until it has come to a timely resolution that is satisfactory for all parties involved.

C. **Contractor shall maintain a working arrangement with all the FLFR serviced hospitals and requests that hospitals provide a copy of patient fact sheets or be provided with demographic and insurance information.**

We will comply with this requirement.

g. Surveys

All mailed invoices will include a citizen satisfaction survey and a return, self-addressed and postage paid envelope. Per the City's specifications, the s survey will be no more than one page in length and of a size not to exceed 8 1/2 x 11 inches.

e. **Electronic Data Transfer**

Contractor shall be able to receive and send data electronically. All data being sent to Fort Lauderdale Fire Rescue should be transmitted electronically and shall ensure that such transmissions are in compliance with HIPAA and other federal, state and local laws, rules, regulations and codes.

We will comply with this requirement. All data being sent to Fort Lauderdale Fire Rescue will be transmitted electronically and will comply with HIPAA and other applicable federal, state and local laws, rules, regulations and codes.

f. **Computer / Hardware / Software/ Report Writing and Computer Aided Dispatch Requirements**

A. Supply and maintain seventeen (17) rugged mobile computer laptops and five (5) spares for the purpose of capturing real time patient care and computer aided dispatch data for the formulation of a comprehensive patient care report and for reporting purposes. Systems shall be configured as follows:

1. Current technical specifications shall meet or exceed Win10 Pro, Intel Core m5-6Y57 1.10GHz, vPro, 10.1" WUXGA 10-pt Gloved Multi Touch+Digitizer, 8GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:WWAN), 2D Bar Laser (N6603), 4G LTE Multi Carrier (EM7355), Webcam, 8MP Cam, Bridge Battery, Emissive Backlit Keyboard. Contractor should provide most current software available during the term of this

agreement. Panasonic Toughbook preferred but may use the most current version of a Panasonic Toughbook or toughpad with removable screen.

We have included Panasonic Toughbook CF-20 tablets as part of our proposed solution. The tablets meet the above specifications.

2. The City may request an upgrade of hardware at year four of the contract.

We acknowledge and agree to this provision.

3. Pen tablet based electronic patient care reporting software configured to FLFR's specifications. Information to be retrieved and managed by the software includes, but is not limited to examples set forth in Appendix A.

Our proposed solution meets the requirements set forth in Appendix A of the RFP. We have provided several ePCR options for the City's consideration: Physio HealthEMS, ImageTrend, and ESO. Please refer to their materials in the Attachments section for more information about their offerings.

4. Internet Explorer or equivalent with connectivity to FLFR procedures and protocols site www.jointemsprotocols.com and any other websites requested by FLFR with the ability to access and submit documents online from the tablet.

The proposed tablets meet the above specifications.

5. Connectivity via blue tooth to EPCR client software, Physio Control's LifePak 15 and defibrillators patient vital signs, etc.

We have included Panasonic Toughbook tablets as part of our proposal that meet the requirements listed above. The following is a list of specification for the CF-20 Toughbooks:

- WIN10 PRO, INTEL CORE I5-7Y57 1.20GHZ, VPRO, 10.1 WUXGA 10-PT GLOVED MULTI TOUCH+DIGITIZER, 8GB, 256GB SSD, INTEL WIFI A/B/G/N/AC, TPM 2.0, BLUETOOTH, DUAL PASS (CH1:WWAN/CH2:WWANGPS), 2D BAR LASER (N6603), 4G LTE-ADVANCED MULTI CARRIER

- (EM7455)

- INFRARED WEBCAM, 8MP CAM

- BRIDGE BATTERY

- EMISSIVE BACKLIT KEYBOARD

6. It is preferred that the tablet can attach picture to EPCR.

We believe this requirement would be a function of the ePCR software, not the tablet. Please refer to each ePCR vendor's information in the Attachments section of our proposal.

B. Contractor shall provide a stock of digitizer stylus/pens on a regular basis at no cost to the City.

We assume a replacement of about 20% each year.

C. Lifenet PC Gateway version 4.0 or 5.0 or current version for processing and transmission of 12 lead S.T.E.M.I. reports from FLFR (currently using Physio Control Lifepack 15) defibrillators to hospital receiving station computers. Prepare and process quarterly FLFR's State of Florida EMS pre-hospital data collection report, in a format designated by EMS Tracking and Reporting System (EMSTARS).

We have confirmed with Stryker/ Physio that the current Lifenet PC Gateways can be transferred to the new devices.

D. Process EPCR computer aided dispatch data generated from the current Broward Regional Premier One CAD by Motorola Solutions computer system using the current interface. In the event of an upgrade or change in the current CAD, Contractor shall continue to provide an interface to the EPCR for the length of this agreement.

Our solution meets this requirement.

E. It is preferred that the software have the ability to tile or "split screen" while entering data on an EPCR while simultaneously reviewing protocols, websites, etc.,

Please refer to each ePCR vendor's product information in the Attachments section of our proposal.

F. It is preferred that the Contractor provide capabilities to change, modify, or adapt fields in underlying software.

Please refer to each ePCR vendor's product information in the Attachments section of our proposal.

G. It is preferred that the Contractor provide the ability to add a field to document law enforcement case numbers on all motor vehicle accidents/incidents.

Please refer to each ePCR vendor's information in the Attachments section of our proposal.

g. Discuss your proposed method to accept and process credit card payments from patients through an online solution. The City can be the merchant for the solution but the contractor shall be responsible for all fees associated with the credit card acceptance solution.

Your patients can securely access our proprietary portal – www.peryourhealth.com – to make payments via credit/debit card or PayPal, view their balances, print out their statement or save it as a PDF file, and update demographic and insurance information. Using this portal, your customers may view information about incurred charges and received payments, as well as obtain answers to many medical billing questions.

Patients can also provide an "e-signature". This feature is useful for Medicare patients who did not sign the patient care report at the time of transport. It shortens the time necessary to obtain a patient signature so that we can bill Medicare.

Change Healthcare qualifies as a VISA Level 1 service provider which requires an annual Report of Compliance (ROC) completed by a Qualified Security Assessor (QSA). We view this certification

of our credit card data security program as a positive differentiator between us and other companies.

As a Level 1 Service Provider, we strive to maintain compliance with the PCI DSS requirements. We accept credit card payments via mail order / telephone order (MOTO) and process payments using clients' third-party processor's payment page, payment terminals, or via our hosted Virtual Payment Portal.

h. Discuss your proposed process for collecting information from local law enforcement agencies and gross billable and payments on all incidents involving motor vehicles.

We will work with the City to establish a process for collecting information on motor vehicle incidents. We currently use hospital databases, third-party databases, and skip tracing tools to locate patient demographic and insurance information for motor vehicle incidents. We would need the assistance of the City to establish information sharing with the Ft. Lauderdale police department.

i. Provide evidence of your firms' ability to increase collection rates annually.

We have a proven track record of increasing revenue for our client's year over year. The best proof we can provide is our current customers. We encourage you to reach out to the references provided and inquire about our collection rates and our outstanding service to our clients and the citizens they serve.

j. Discuss the mechanism your firm has in place to find a revenue source for all patients outside of contacting the hospitals.

In addition to using hospital data, we use a variety of tools to locate missing patient demographic and insurance information. Medicare and Medicaid databases, skip tracing tools, and our internal Change Healthcare claims clearinghouse are just some of the tools used to find insurance information.

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Reports / Bill Form

1. **List and provide a sample of all reports that you offer to the City for this contract. Include or attach a sample of each relevant report that will be available via the Internet or by mail/fax and the range of time periods available (daily, weekly, monthly, etc.)**

   This section should include, but not be limited to the following reports:

   - **Distribution of Charges and Collections**
   - **Aged Receivable Report**
   - **Patient Alpha Listing**
   - **Monthly Payment Listing**
   - **Overpayment Reports**

   We have provided sample reports on the following pages.

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0001P Executive Summary Reports (ESR) Package
SAMPLE PRACTICE
January 2017

The 0001P Executive Summary Reports (ESR) Package presents a comprehensive monthly view of the practice through a series of 7 reports. View major production measures and performance metrics. Track month to month over 12 months and compare metrics year to year.

Account Period	Volume		Charges			Collections			Collection Rates			Accounts Receivable			Credit Balance	Net Bad Debt	
	Patients	Procedures	Gross	Adjustments	Net	Gross	Adjustments	Net	GCR*	NCR*	Net GCR Lag*	Ending AR	Days in AR	%AR >120		Amount	% *
Feb-16	948	1,252	2,824,598	(1,846,758)	977,840	(463,198)	4,695	(458,503)	14.7%	42.5%	19.2%	5,048,477	57.6	31.3%	(134,659)	0	0.0%
Mar-16	1,169	1,529	3,437,959	(2,400,352)	1,037,606	(529,752)	3,081	(526,671)	14.8%	43.4%	19.6%	5,441,808	56.3	29.3%	(134,522)	(117,604)	0.7%
Apr-16	828	1,111	2,434,145	(2,168,940)	265,204	(500,808)	331	(500,477)	15.3%	47.2%	16.9%	5,188,902	54.3	32.8%	(166,773)	(17,633)	0.8%
May-16	989	1,279	2,875,257	(2,375,705)	499,552	(475,892)	3,136	(472,756)	16.3%	61.3%	17.2%	5,135,441	53.4	35.0%	(239,077)	(80,256)	1.3%
Jun-16	1,189	1,517	3,583,057	(3,211,699)	371,358	(580,749)	2,451	(578,298)	17.2%	81.6%	17.7%	4,879,462	49.9	31.6%	(274,865)	(49,039)	1.5%
Jul-16	895	1,134	2,626,609	(2,377,916)	248,693	(509,376)	3,413	(505,963)	18.2%	114.3%	17.5%	4,574,747	45.8	31.4%	(305,474)	(47,445)	1.8%
Aug-16	1,028	1,290	2,829,362	(2,456,994)	372,368	(516,232)	2,633	(513,599)	18.5%	130.0%	17.6%	4,418,431	44.5	35.9%	(214,962)	(15,085)	1.8%
Sep-16	990	1,197	2,676,553	(2,118,008)	558,545	(421,432)	9,466	(411,966)	18.0%	99.7%	15.8%	4,551,763	50.9	27.9%	(242,113)	(13,247)	1.3%
Oct-16	1,006	1,272	2,911,486	(2,322,069)	589,417	(441,581)	30,765	(410,815)	17.7%	96.3%	16.4%	4,698,199	50.8	27.4%	(235,964)	(32,165)	1.4%
Nov-16	1,075	1,350	2,939,214	(2,442,909)	496,305	(483,836)	44,744	(439,092)	17.4%	90.3%	15.0%	4,712,728	50.3	28.5%	(218,326)	(42,684)	1.1%
Dec-16	1,072	1,309	3,002,950	(2,332,258)	670,692	(455,126)	644	(454,481)	17.2%	90.2%	15.3%	4,927,309	50.6	31.2%	(207,131)	(1,630)	0.9%
Jan-17	1,122	1,436	3,504,933	(2,004,121)	1,500,813	(417,048)	18,720	(398,328)	16.3%	74.7%	14.6%	5,997,560	57.8	28.8%	(208,845)	(32,233)	0.8%
12 Mth Total	12,311	15,676	35,646,123	(28,057,730)	7,588,393	(5,795,029)	124,078	(5,670,951)	-	-	-	-	-	-	-	(449,022)	1.1%
Current FYTD	1,122	1,436	3,504,933	(2,004,121)	1,500,813	(417,048)	18,720	(398,328)	-	-	-	-	-	-	(208,845)	(32,233)	0.8%
Previous FYTD	881	1,136	2,531,346	(2,131,727)	399,620	(581,040)	2,936	(578,104)	-	-	-	-	-	-	(131,606)	0	0.0%
Current 12 Mth Avg	1,026	1,306	2,970,510	(2,338,144)	632,366	(482,919)	10,340	(472,579)	16.3%	74.7%	16.4%	4,964,569	51.8	30.9%	(215,226)	(37,419)	1.1%
Prev 12 Mth Avg	863	1,161	2,513,360	(1,646,228)	867,132	(364,690)	796	(363,894)	14.5%	42.0%	16.3%	4,572,303	62.2	18.6%	(38,149)	0	0.0%
Variance%	18.9%	12.5%	18.2%	42.0%	(27.1%)	32.4%	1,199.6%	29.9%	12.0%	78.1%	0.3%	8.6%	(16.7%)	65.7%	464.2%	0.0%	0.0%

* GCR (Gross Collections / Gross Charges) and NCR (Net Collections / Net Charges) calculations are based on a maximum of 12 months of data. The Net GCR Lag (Net Collections / Gross Charges) is based on a maximum of 3 months of data with a 1 month Gross Charge Lag. Net Bad Debt % is based on a 6 month average.

Gross Charges

Gross Collections   Charge Adjustments   Net Bad Debt
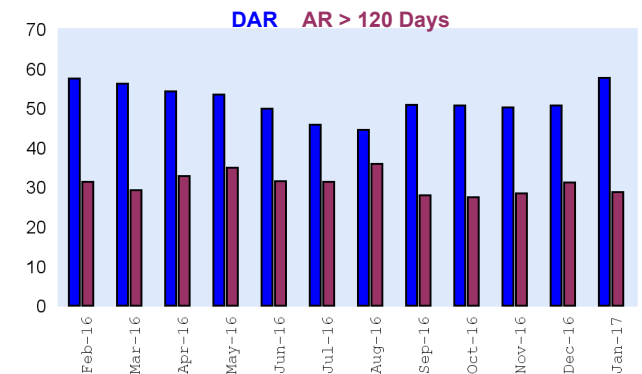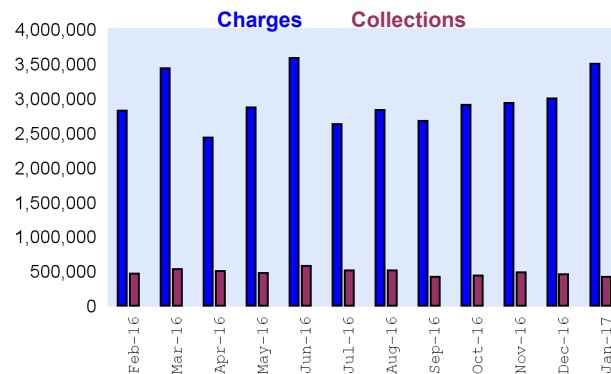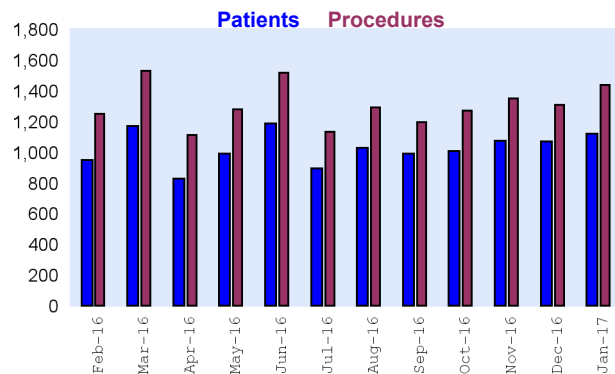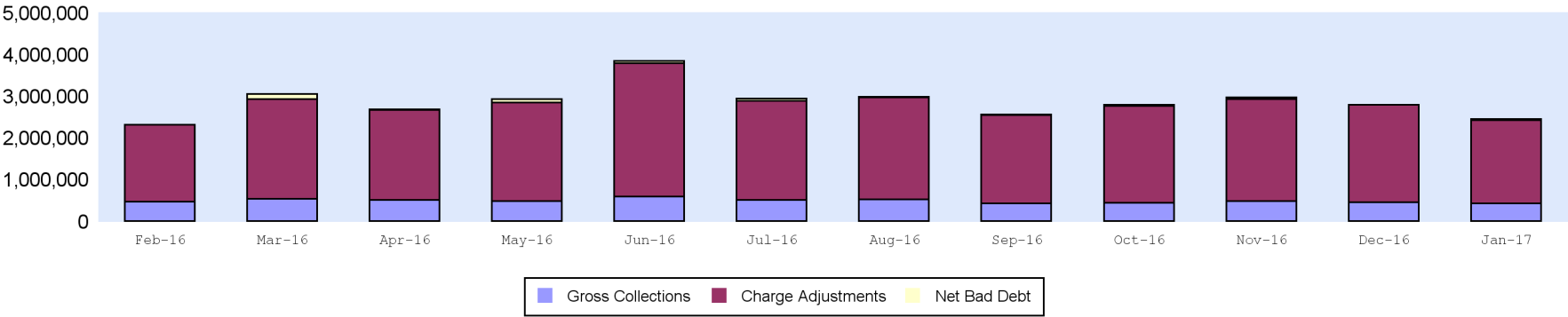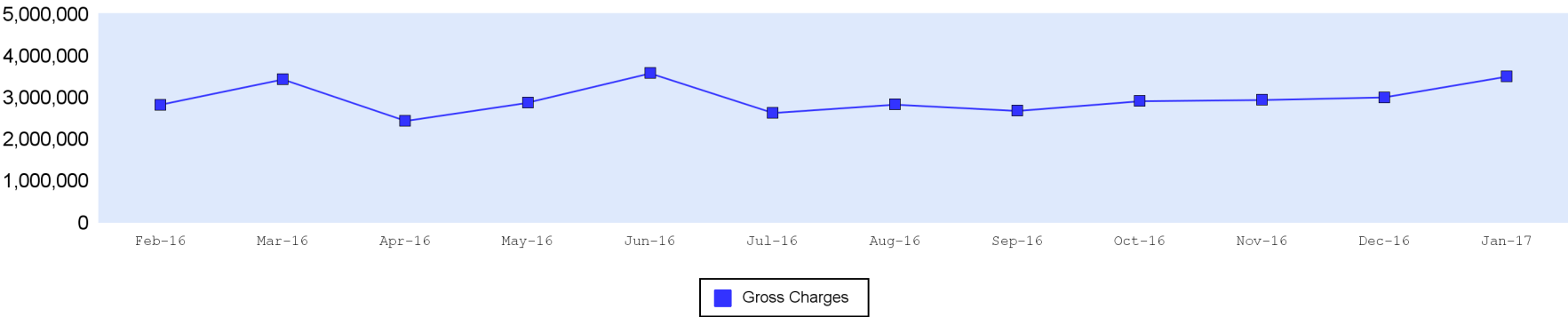
	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Curr 12 Mth Avg	Prev 12 Mth Avg
Gross Charges	2,824,598	3,437,959	2,434,145	2,875,257	3,583,057	2,626,609	2,829,362	2,676,553	2,911,486	2,939,214	3,002,950	3,504,933	2,970,510	2,513,360
Charge Adjustments	(1,846,758)	(2,400,352)	(2,168,940)	(2,375,705)	(3,211,699)	(2,377,916)	(2,456,994)	(2,118,008)	(2,322,069)	(2,442,909)	(2,332,258)	(2,004,121)	(2,338,144)	(1,646,228)
Gross Collections	(463,198)	(529,752)	(500,808)	(475,892)	(580,749)	(509,376)	(516,232)	(421,432)	(441,581)	(483,836)	(455,126)	(417,048)	(482,919)	(364,690)
Net Bad Debt	0	(117,604)	(17,633)	(80,256)	(49,039)	(47,445)	(15,085)	(13,247)	(32,165)	(42,684)	(1,630)	(32,233)	(37,419)	0

Monthly Activity Trends

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Key Performance Measurements	Current Month			Comparative Rolling Qtr					FYTD			Fiscal Year over Year			Fiscal Year	
				Prev Year	Previous	Current	% Var Curr vs Prev Year	% Var Curr vs Prev	Previous	Current					Run Rate	% Var Run Rate vs Prev FY
	Jan-2017	6 month Average	% var	Nov-15 to Jan-16	Aug-16 to Oct-16	Nov-16 to Jan-17			Jan-16 to Jan-16	Jan-17 to Jan-17	% Var	Jan-15 to Dec-15	Jan-16 to Dec-16	% Var	Jan-17 to Dec-17	
Procedures	1,436	1,309	9.7%	3,600	3,759	4,095	13.8%	8.9%	1,136	1,436	26.4%	9,316	15,376	65.0%	17,232	12.1%
Total RVU	20,587	18,384	12.0%	52,102	52,670	57,634	10.6%	9.4%	16,770	20,587	22.8%	132,836	217,241	63.5%	247,042	13.7%
Gross Charges	3,504,933	2,977,417	17.7%	7,732,489	8,417,401	9,447,098	22.2%	12.2%	2,531,346	3,504,933	38.5%	20,088,894	34,672,536	72.6%	42,059,201	21.3%
Gross Charges per Procedure	2,441	2,275	7.3%	2,148	2,239	2,307	7.4%	3.0%	2,228	2,441	9.5%	2,156	2,255	4.6%	2,441	8.2%
Gross Collections	(417,048)	(455,876)	(8.5%)	(1,552,398)	(1,379,245)	(1,356,010)	(12.7%)	(1.7%)	(581,040)	(417,048)	(28.2%)	(2,701,169)	(5,959,020)	120.6%	(5,004,581)	(16.0%)
Gross Collection per Procedure	(290)	(348)	(16.6%)	(431)	(367)	(331)	(23.2%)	(9.8%)	(511)	(290)	(43.2%)	(290)	(388)	33.7%	(290)	(25.1%)
Gross Collection per RVU	(20)	(25)	(18.3%)	(30)	(26)	(24)	(21.0%)	(10.2%)	(35)	(20)	(41.5%)	(20)	(27)	34.9%	(20)	(26.1%)
Net Collections	(398,328)	(438,047)	(9.1%)	(1,546,636)	(1,336,381)	(1,291,901)	(16.5%)	(3.3%)	(578,104)	(398,328)	(31.1%)	(2,696,945)	(5,850,726)	116.9%	(4,779,936)	(18.3%)
Net Collection per Procedure	(277)	(335)	(17.1%)	(430)	(356)	(315)	(26.6%)	(11.3%)	(509)	(277)	(45.5%)	(289)	(381)	31.4%	(277)	(27.1%)
Net Collection per RVU	(19)	(24)	(18.8%)	(30)	(25)	(22)	(24.5%)	(11.7%)	(34)	(19)	(43.9%)	(20)	(27)	32.7%	(19)	(28.2%)
GCR*	16.3%	15.3%	6.2%	20.1%	16.4%	14.4%	(28.5%)	(12.4%)	23.0%	11.9%	(48.2%)	13.4%	17.2%	27.8%	11.9%	(30.8%)
NCR*	74.7%	62.8%	19.1%	125.2%	87.9%	48.4%	(61.3%)	(44.9%)	144.7%	26.5%	(81.7%)	36.4%	90.2%	147.6%	26.5%	(70.6%)
Contractual Adjustments	(2,004,121)	(2,279,393)	(12.1%)	(6,497,356)	(6,897,071)	(6,779,289)	4.3%	(1.7%)	(2,131,727)	(2,004,121)	(6.0%)	(12,684,325)	(28,185,336)	122.2%	(24,049,450)	(14.7%)
Net Bad Debt	(32,233)	(22,841)	41.1%	0	(60,498)	(76,547)	0.0%	26.5%	0	(32,233)	0.0%	0	(416,789)	0.0%	(386,797)	(7.2%)
Days in AR	57.8	50.9	13.6%	53.3	50.8	57.8	8.4%	13.7%	53.3	57.8	8.4%	55.0	50.6	(7.9%)	57.8	14.1%
% AR > 120 Days	28.8%	29.9%	(3.6%)	36.7%	27.4%	28.8%	(21.6%)	5.0%	36.7%	28.8%	(21.6%)	35.9%	31.2%	(13.3%)	28.8%	(7.6%)

* GCR and NCR calculations are based on a maximum of 12 months of data unless otherwise specified by the time period defined in the column.

Charge/Procedures   Collection/Procedures

GCR   NCR

Days in AR   %AR>120 Days

Key Performance and Performance Trends

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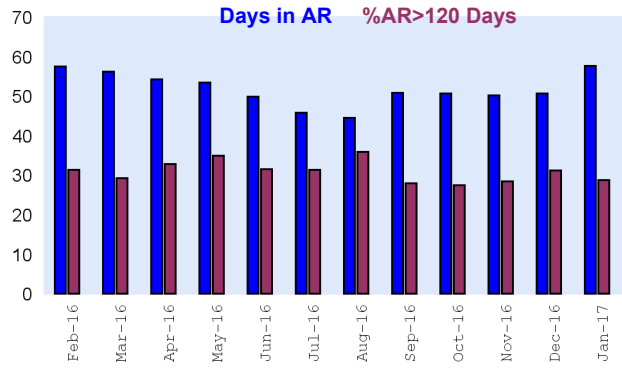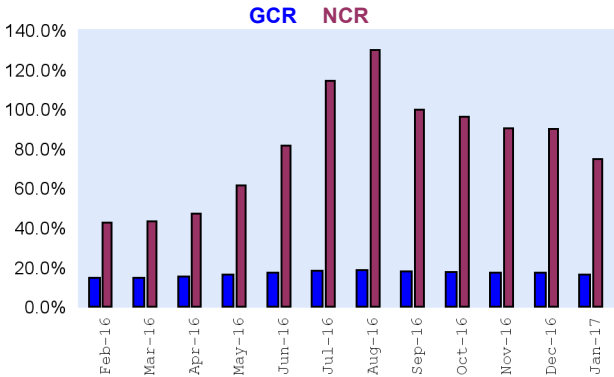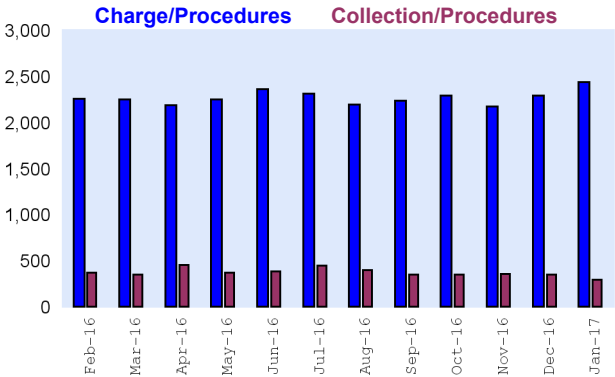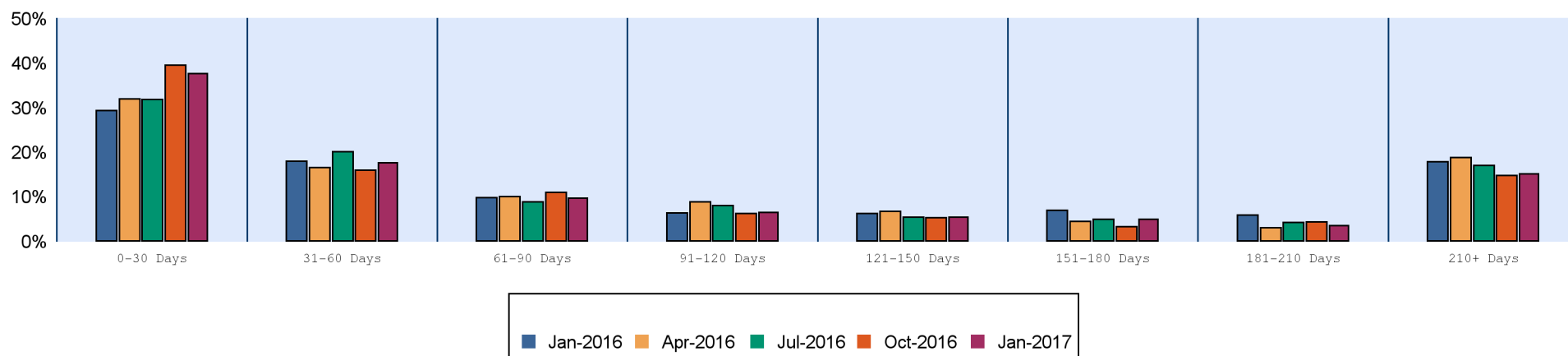
	Feb-16	**Mar-16**	**Apr-16**	**May-16**	**Jun-16**	**Jul-16**	**Aug-16**	**Sep-16**	**Oct-16**	**Nov-16**	**Dec-16**	**Jan-17**	**12 Mth Avg**	**% Var Jan-17 to Oct-16**
0-30 Days	1,821,698	2,203,173	1,654,901	1,497,645	1,833,020	1,452,726	1,529,721	1,981,389	1,857,846	1,930,968	1,808,738	2,253,688	1,818,793	21.3%
31-60 Days	868,763	697,242	856,893	895,677	693,782	918,303	522,450	698,413	748,712	600,905	787,565	1,055,230	778,661	40.9%
61-90 Days	482,326	531,513	518,069	514,082	466,867	403,040	503,080	298,720	512,189	433,360	426,700	577,649	472,299	12.8%
91-120 Days	294,256	414,312	455,821	432,293	342,645	364,941	275,373	301,998	291,858	404,849	369,315	385,430	361,091	32.1%
121-150 Days	261,792	282,325	347,906	407,541	278,752	242,725	342,419	182,459	243,835	231,066	315,594	324,288	288,392	33.0%
151-180 Days	209,404	177,970	230,089	306,102	224,477	225,052	214,328	212,830	152,202	200,026	216,291	289,589	221,530	90.3%
181-210 Days	275,625	164,862	154,443	184,296	155,101	190,366	210,024	157,985	199,107	133,382	178,722	208,384	184,358	4.7%
210+ Days	834,614	970,411	970,780	897,806	884,818	777,593	821,036	717,970	692,451	778,172	824,382	903,301	839,445	30.4%
Total	5,048,477	5,441,808	5,188,902	5,135,441	4,879,462	4,574,747	4,418,431	4,551,763	4,698,199	4,712,728	4,927,309	5,997,560	4,964,569	27.7%
Days in AR	57.6	56.3	54.3	53.4	49.9	45.8	44.5	50.9	50.8	50.3	50.6	57.8	51.8	13.7%
% AR > 120	31.3%	29.3%	32.8%	35.0%	31.6%	31.4%	35.9%	27.9%	27.4%	28.5%	31.2%	28.8%	30.9%	5.0%
$ AR > 120	1,581,435	1,595,569	1,703,218	1,795,745	1,543,148	1,435,736	1,587,808	1,271,243	1,287,594	1,342,646	1,534,990	1,725,563	1,533,725	34.0%

Accounts Receivable Aging

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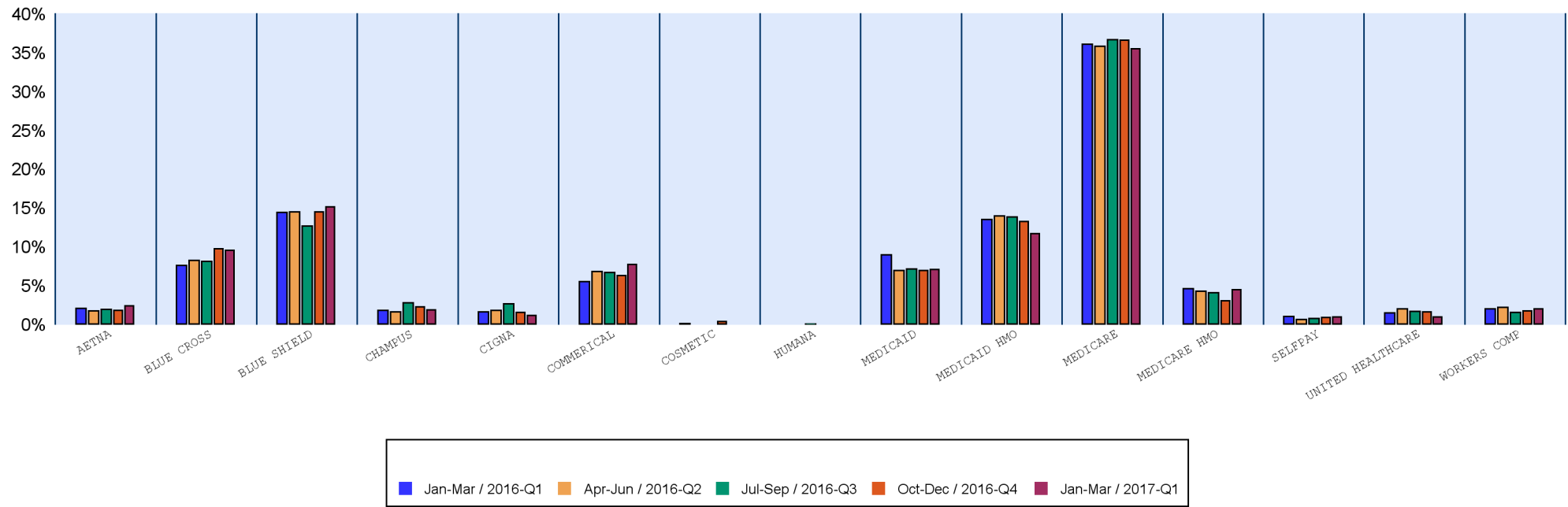
Payor Group	Jan-Mar2016	Apr-Jun2016	Jul-Sep2016	Oct-Dec2016	Jan-Mar2017
AETNA	2%	2%	2%	2%	2%
BLUE CROSS	8%	8%	8%	10%	10%
BLUE SHIELD	14%	14%	13%	14%	15%
CHAMPUS	2%	2%	3%	2%	2%
CIGNA	2%	2%	3%	1%	1%
COMMERICAL	5%	7%	7%	6%	8%
COSMETIC	0%	0%	0%	0%	0%
HUMANA	0%	0%	0%	0%	0%
MEDICAID	9%	7%	7%	7%	7%
MEDICAID HMO	13%	14%	14%	13%	12%
MEDICARE	36%	36%	37%	37%	35%
MEDICARE HMO	5%	4%	4%	3%	4%
SELFPAY	1%	1%	1%	1%	1%
UNITED HEALTHCARE	1%	2%	2%	2%	1%
WORKERS COMP	2%	2%	2%	2%	2%
Total	100%	100%	100%	100%	100%

Payor Mix Trends by Quarter - Charges

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Charge Month	Patients	Charges Gross (a)	Charges Adjustments (b)	Charges Net (c=a+b)	Collections Gross (d)	Collections Adjustments (e)	Collections Net (f=d+e)	Other Adjustments	AR Balance	NCR Monthly (g=f/c)	Coll/ Patients	% of Gross Charges % Unresolved	% of Gross Charges Charge Adj	% of Gross Charges Net Coll	% of Gross Charges Other Adj
Prior 12 Mths	8,392	22,624,402	(18,031,023)	4,593,379	(4,129,435)	71,158	(4,058,277)	(230,741)	304,361	88.4%	483.59	1.35%	79.70%	17.94%	1.02%
Feb-16	950	2,819,492	(2,303,599)	515,893	(452,876)	4,060	(448,816)	(21,364)	45,713	87.0%	472.44	1.62%	81.70%	15.92%	0.76%
Mar-16	1,169	3,404,400	(2,748,081)	656,319	(533,097)	11,620	(521,477)	(54,338)	80,504	79.5%	446.09	2.36%	80.72%	15.32%	1.60%
Apr-16	822	2,382,669	(1,881,478)	501,192	(404,843)	3,924	(400,919)	(30,584)	69,689	80.0%	487.74	2.92%	78.97%	16.83%	1.28%
May-16	991	2,878,243	(2,276,173)	602,071	(489,056)	18,647	(470,408)	(27,536)	104,126	78.1%	474.68	3.62%	79.08%	16.34%	0.96%
Jun-16	1,187	3,570,537	(2,751,058)	819,479	(572,502)	7,849	(564,653)	(9,968)	244,858	68.9%	475.70	6.86%	77.05%	15.81%	0.28%
Jul-16	894	2,618,045	(2,060,046)	557,999	(409,797)	6,380	(403,417)	(25,114)	129,467	72.3%	451.25	4.95%	78.69%	15.41%	0.96%
Aug-16	1,023	2,809,431	(2,118,541)	690,890	(419,687)	3,215	(416,471)	(17,009)	257,409	60.3%	407.11	9.16%	75.41%	14.82%	0.61%
Sep-16	1,005	2,789,768	(1,956,149)	833,619	(411,919)	2,000	(409,919)	(27,579)	396,120	49.2%	407.88	14.20%	70.12%	14.69%	0.99%
Oct-16	1,015	2,916,603	(2,151,147)	765,455	(413,102)	1,007	(412,095)	(4,752)	348,609	53.8%	406.00	11.95%	73.76%	14.13%	0.16%
Nov-16	1,077	2,942,739	(2,097,422)	845,317	(401,822)	1,378	(400,444)	(62)	444,811	47.4%	371.81	15.12%	71.27%	13.61%	0.00%
Dec-16	1,075	3,006,310	(1,783,057)	1,223,253	(341,223)	0	(341,223)	0	882,030	27.9%	317.42	29.34%	59.31%	11.35%	0.00%
Jan-17	1,118	3,503,722	(715,980)	2,787,743	(97,879)	0	(97,879)	0	2,689,864	3.5%	87.55	76.77%	20.43%	2.79%	0.00%
24 Mth Total	20,718	58,266,363	(42,873,756)	15,392,608	(9,077,238)	131,238	(8,945,999)	(449,048)	5,997,560	-	431.80	10.29%	73.58%	15.35%	0.77%

* All activity has been summarized at the encounter accounting period level. Amounts displayed in each column may not reconcile to deliverables generated using posting period. The 24 Mth Total row is the sum of data represented on this report which is a maximum of 24 months. The total amount displayed in the AR Balance column may or may not equal the client's ending AR balance depending on how many months of data are available. The Charge Adjustments on tab are not impacted by "Select: Include Misc Debit/Credit in Net Charges?" prompt.

% of Gross Charges

Monthly NCR
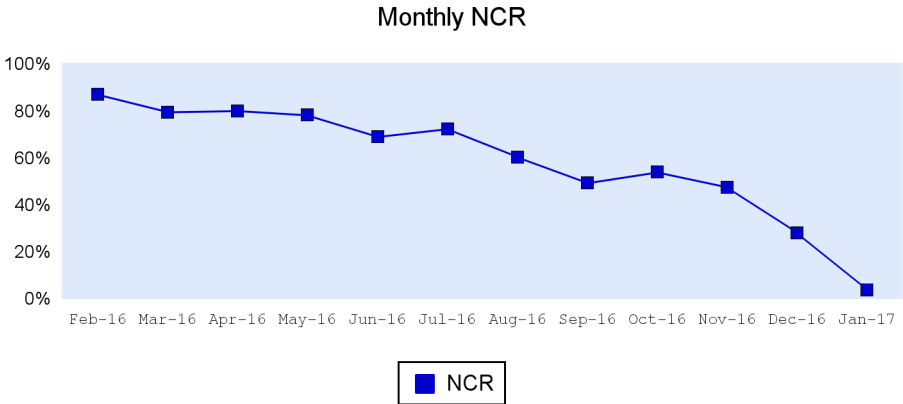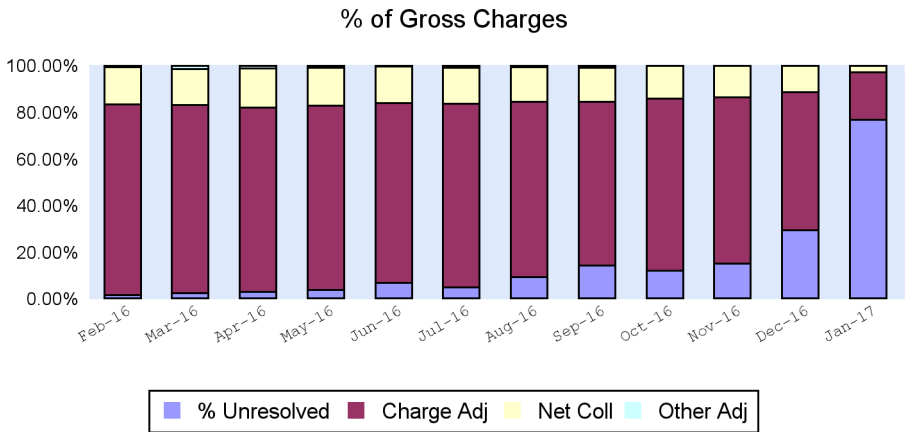
0365 Administrator Summary EFA

CITY OF   IN   S LANDIN

December 2016

Client ID(s) Selected: L012417

District Name(s):

Author: Business Intelligence

Report Description:

Assumptions made:

December 2016

Client Summary

Post Month	Gross Charges	Gross Receipts	Transports	BLS		ALS		ALS2	
December 2015	$4,206,159	$705,781	2,878	784	27%	2,058	72%	36	1%
January 2016	$3,549,138	$702,517	2,428	641	26%	1,765	73%	22	1%
February 2016	$3,507,170	$685,662	2,404	637	26%	1,749	73%	18	1%
March 2016	$5,037,392	$782,005	3,495	923	26%	2,538	73%	34	1%
April 2016	$3,792,081	$735,970	2,621	666	25%	1,940	74%	15	1%
May 2016	$3,764,798	$681,450	2,603	661	25%	1,930	74%	12	0%
June 2016	$4,411,380	$702,459	3,041	784	26%	2,236	74%	21	1%
July 2016	$3,504,914	$624,059	2,465	719	29%	1,713	69%	33	1%
August 2016	$4,837,820	$718,448	3,369	919	27%	2,421	72%	29	1%
September 2016	$2,933,415	$719,498	2,048	589	29%	1,444	71%	15	1%
October 2016	$4,876,364	$788,831	3,387	939	28%	2,428	72%	20	1%
November 2016	$4,440,692	$718,898	3,082	821	27%	2,247	73%	14	0%
December 2016	$4,481,601	$709,186	3,146	898	29%	2,220	71%	28	1%
Total	**$49,136,767**	**$8,568,983**	**34,089**	**9,197**		**24,631**		**261**	
Avg / Month	**$4,094,731**	**$714,082**							
Avg / Transport	**$1,441.43**	**$251.37**							

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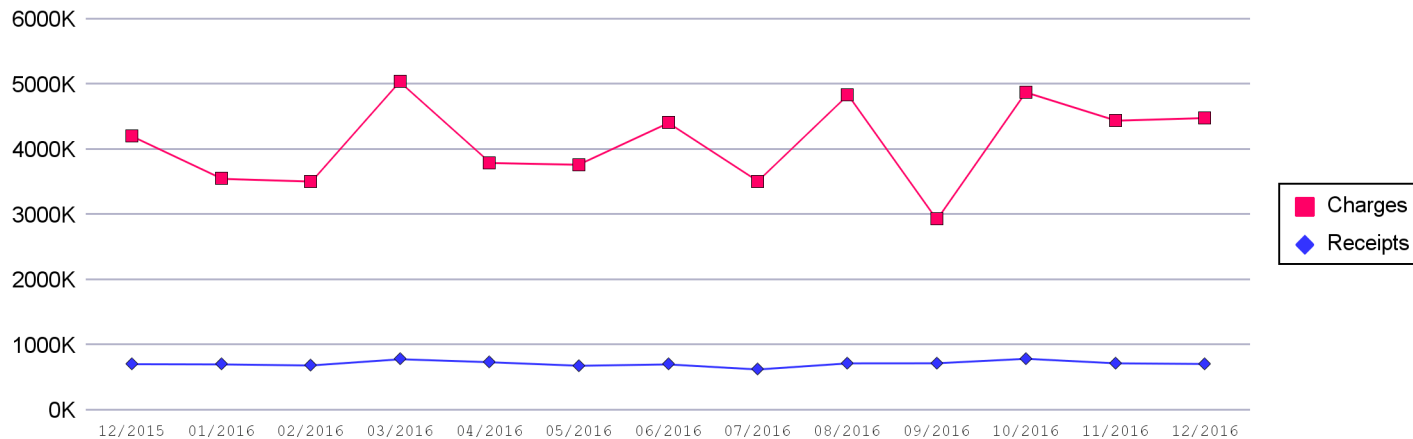
December 2016

Top 10 Insurance Payers

- MEDICAID HMO
- MEDICARE
- SELF PAY
- HMO MEDICARE
- MEDICARE HMO
- MEDICAID
- COMMERCIAL IN...
- AETNA
- BLUE CROSS
- BCBS
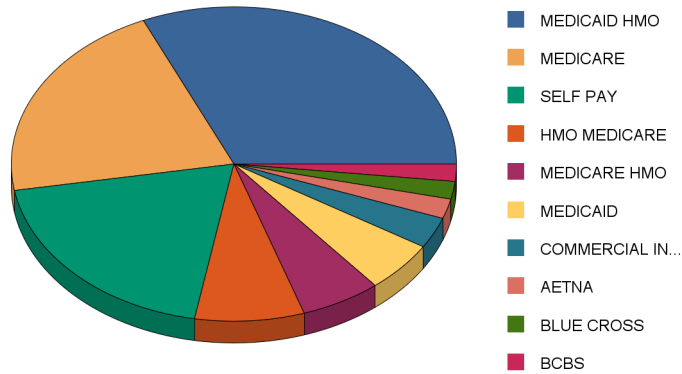
ENCOUNTER TYPE	CHARGES				GROSS RECEIPTS			
	MONTH TO DATE		FISCAL YEAR TO DATE		MONTH TO DATE		FISCAL YEAR TO DATE	
	Total	Percent	Total	Percent	Total	Percent	Total	Percent
MEDICAID HMO	$1,197,164	26.7%	$14,693,820	29.9%	$137,155	19.3%	$1,585,868	18.5%
MEDICARE	$811,753	18.1%	$9,676,842	19.7%	$187,373	26.4%	$2,269,496	26.5%
SELF PAY	$1,253,196	28.0%	$9,334,967	19.0%	$38,118	5.4%	$282,970	3.3%
HMO MEDICARE	$663,925	14.8%	$4,004,579	8.1%	$115,034	16.2%	$712,626	8.3%
MEDICARE HMO	$0	0.0%	$2,440,945	5.0%	$242	(0.0%)	$598,590	7.0%
MEDICAID	$148,837	3.3%	$2,373,531	4.8%	$33,862	4.8%	$297,962	3.5%
COMMERCIAL INSURANCE	$0	0.0%	$1,363,938	2.8%	$6,112	0.9%	$422,096	4.9%
AETNA	$19,969	0.4%	$878,775	1.8%	$6,108	0.9%	$284,031	3.3%
BLUE CROSS	$0	0.0%	$768,532	1.6%	$51,178	7.2%	$372,825	4.4%
BCBS	$166,872	3.7%	$897,176	1.8%	$628	0.1%	$117,730	1.4%
Others	$219,886	4.9%	$2,703,661	5.5%	$133,858	18.9%	$1,624,789	19.0%
Total	**$4,481,601**		**$49,136,767**		**$709,186**		**$8,568,983**	

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6 Month Charge/Receipt Summary by Payer

	CHARGES							GROSS RECEIPTS						
	Jul	Aug	Sep	Oct	Nov	Dec	Average	Jul	Aug	Sep	Oct	Nov	Dec	Average
AETNA														
	$6,257	$24,597	$15,539	$13,805	$14,591	$19,969	$15,793	$26,929	$4,042	$8,398	$7,680	$7,905	$6,108	$10,177
BCBS														
	$75,393	$145,733	$109,882	$138,608	$165,718	$166,872	$133,701	$14,869	$24,161	$35,465	$21,508	$19,078	$628	$19,285
BLUE CROSS														
	$0	$0	$0	$0	$0	$0	$0	$27,127	$22,590	$1,148	$30,778	$25,039	$51,178	$26,310
CIGNA														
	$1,837	$16,757	$7,316	$9,306	$17,267	$3,343	$9,304	$3,647	$11,205	$9,162	$11,912	$14,815	$8,285	$9,838
COMMERCIAL														
	$143,484	$31,678	$59,867	$128,240	$110,335	$102,817	$115,070	$8,846	$24,785	$21,808	$43,581	$47,170	$44,454	$31,774
COMMERCIAL INSURANCE														
	$0	($206)	$1,812	$0	$0	$0	$268	$38,529	$23,895	$20,824	$8,182	$8,107	$6,112	$17,608
COMMERCIAL INSURANCE P														
	$0	$0	$0	$0	$0	$0	$0	$0	$0	$7	$2	$0	$1	$2
HMO MEDICARE														
	$456,673	$690,420	$387,148	$711,742	$708,655	$663,925	$603,094	$77,048	$124,764	$128,512	$136,736	$116,465	$115,034	$116,427
HUMANA														
	$28,846	$30,860	$16,292	$41,493	$38,657	$43,117	$33,211	$29,308	$15,447	$30,767	$13,446	$36,888	$20,292	$24,358
MEDICAID														
	$140,745	$202,059	$107,515	$204,188	$179,737	$148,837	$163,847	$15,123	$13,398	$24,080	$26,300	$19,227	$33,862	$21,998
MEDICAID HMO														
	$1,092,239	$1,504,115	$967,599	$1,576,564	$1,390,906	$1,197,164	$1,288,098	$109,869	$153,210	$135,121	$185,138	$142,864	$137,155	$143,893
MEDICAL MUTUAL														
	$5,208	$26,786	$6,026	$22,986	$28,331	$14,022	$17,227	$3,027	$3,531	$6,889	$5,590	$5,986	$5,687	$5,118
MEDICARE														
	$686,713	$870,879	$509,608	$908,958	$763,926	$811,753	$758,640	$145,234	$192,400	$188,239	$209,324	$174,590	$187,373	$182,860
MEDICARE HMO														
	$0	$0	$2,398	$0	$0	$0	$400	$27,251	$11,188	$3,573	$4,254	$2,536	$242	$6,675
SELF PAY														
	$827,538	$1,117,071	$694,622	$1,012,781	$954,502	$1,253,196	$976,618	$16,437	$25,042	$33,229	$38,910	$39,805	$38,118	$31,923
TRICARE														
	$0	$0	$0	$0	$0	$0	$0	$10,213	$10,504	$2,444	$1,724	$3,560	$328	$4,796

December 2016

		C H A R G E S							G R O S S	R E C E I P T S				
	Jul	Aug	Sep	Oct	Nov	Dec	Average	Jul	Aug	Sep	Oct	Nov	Dec	Average
TRICARE/CHAMPUS														
	$0	$12,526	$812	$7,116	$0	$0	**$3,409**	$85	$1,808	$1,075	$1,816	$2,590	$2,313	**$1,614**
UHC														
	$0	$0	$0	$0	$0	$0	**$0**	$28,851	$12,863	$16,748	$2,836	$1,345	$490	**$10,522**
Unassigned														
	$0	$0	$0	$0	$0	$0	**$0**	$15,371	$9,571	$4,850	$160	$10	$0	**$4,994**
UNITED HEALTHCARE														
	$26,091	$45,166	$43,570	$75,786	$52,871	$45,542	**$48,171**	$11,266	$23,224	$41,533	$39,373	$42,009	$41,188	**$33,099**
WORKERS COMP														
	$13,890	$5,380	$3,409	$24,793	$15,196	$11,044	**$12,285**	$15,028	$10,819	$5,627	$8,086	$8,910	$10,821	**$9,882**
Total	$4,837,820		$4,876,364		$4,481,601			$718,448		$788,831		$709,186		
	$3,504,914		$2,933,415		$4,440,692		$4,179,135	$624,059		$719,498		$718,898		$713,153

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TOTAL CHARGES AND RECEIPTS BY RESIDENCY

CHARGES   RECEIPTS

- NON-RESIDENT
- RESIDENT

CHARGES BY ALS/BLS

- ALS
- ALS2
- BLS
- GROUND MILEAGE
- MILEAGE
- TRANSPORT OTHER
- Unassigned

Month

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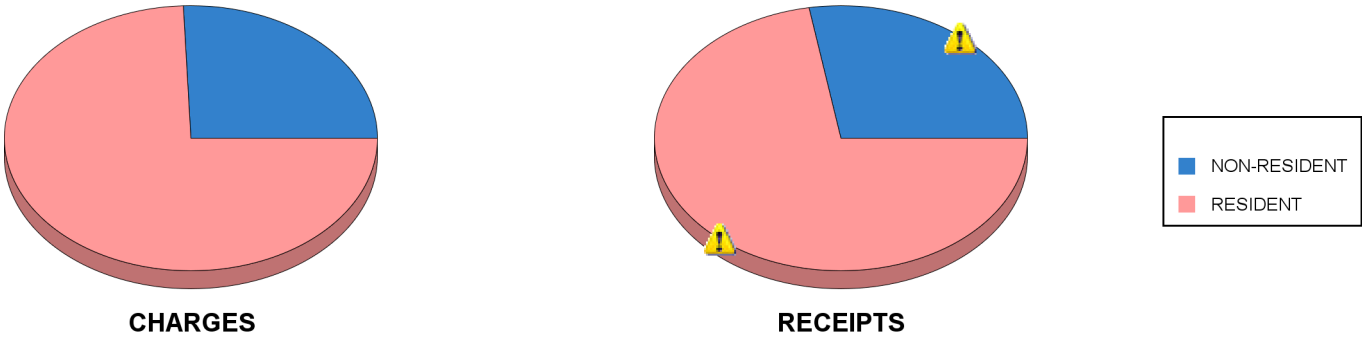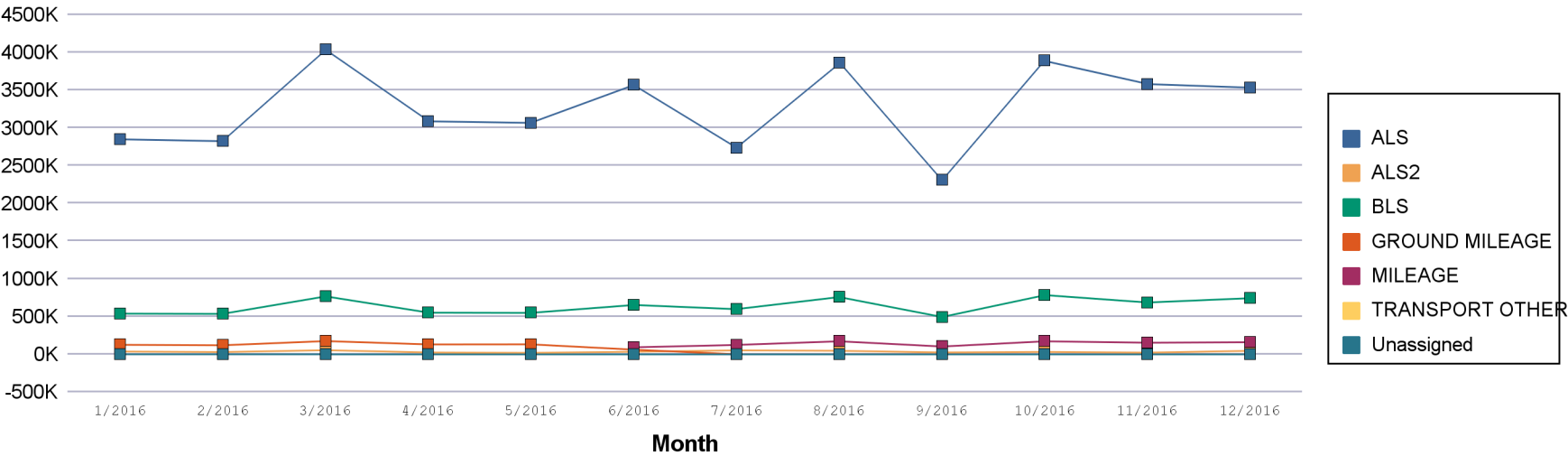
December 2016

	MTD RUNS / MILEAGE	MTD CHARGES	MTD RECEIPTS	FYTD RUNS / MILEAGE	FYTD CHARGES	FYTD RECEIPTS
(10) Resident						
ALS	1,795	$2,784,691.20	-$383,590.35	19,177	$29,752,087.12	-$4,641,792.68
ALS2	15	$23,270.40	-$4,438.54	186	$288,552.96	-$64,555.76
BLS	669	$518,929.92	-$79,532.72	6,645	$5,155,244.56	-$1,038,963.19
GROUND MILEAGE	0	$0.00	-$158.50	46,297	$574,500.69	-$216,321.61
MILEAGE	10,310	$127,751.08	-$31,964.63	61,751	$764,922.39	-$195,165.21
Unassigned	0			0	-$27.29	-$35,242.89
RESIDENTSUBTOTALS:		**$3,454,642.60**	**-$499,684.74**		**$36,535,280.43**	**-$6,192,041.34**
(20) Non-Resident						
ALS	425	$747,324.25	-$105,925.48	5,445	$9,570,403.50	-$1,617,187.19
ALS2	13	$22,859.33	-$662.20	75	$131,466.65	-$20,868.89
BLS	229	$224,671.68	-$44,626.10	2,554	$2,505,345.84	-$488,266.90
GROUND MILEAGE	0	$0.00	-$220.93	13,661	$169,504.67	-$71,083.92
MILEAGE	2,622	$32,103.59	-$7,345.56	17,158	$211,621.78	-$44,777.65
TRANSPORT OTHER	0			0	$0.00	$0.00
Unassigned	0			0	-$29.07	$0.00
NON-RESIDENTSUBTOTAL		**$1,026,958.85**	**-$158,780.27**		**$12,588,313.37**	**-$2,242,184.55**
Unassigned						
ALS	0	$0.00	-$165.55	9	$14,376.34	-$3,522.81
BLS	0			(2)	-$1,525.68	$0.00
GROUND MILEAGE	0			24	$297.59	-$289.37
MILEAGE	0	$0.00	-$1.47	2	$24.82	-$1.47
Unassigned	0	$0.00	-$50,553.64	0	$0.00	-$130,943.63
NON-RESIDENTSUBTOTAL		**$0.00**	**-$50,720.66**		**$13,173.07**	**-$134,757.28**
GRAND TOTALS:		**$4,481,601.45**	**-$709,185.67**		**$49,136,766.87**	**-$8,568,983.17**

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CPT	DESCRIPTION	MONTH TO DATE				FISCAL YEAR TO DATE			
		MILEAGE	%	CHARGES	%	MILEAGE	%	CHARGES	%
MILEAGE									
A0425	GROUND MILEAGE	0	0.0%	$0.00	0.0%	59,982	43.2%	$744,302.95	43.3%
A0425	NON-RESIDENT ALS MILEAGE	1,777	13.7%	$21,679.16	13.6%	11,789	8.5%	$145,251.36	8.4%
A0425	NON-RESIDENT BLS MILEAGE	842	6.5%	$10,394.65	6.5%	5,362	3.9%	$66,271.14	3.9%
A0425	RESIDENT ALS MILEAGE	7,565	58.5%	$93,690.25	58.6%	46,090	33.2%	$570,774.67	33.2%
A0425	RESIDENT BLS MILEAGE	2,747	21.2%	$34,090.61	21.3%	15,671	11.3%	$194,271.82	11.3%
	MILEAGE TOTALS:	**12,932**	**100.0%**	**$159,854.67**	**100.0%**	**138,894**	**100.0%**	**$1,720,871.94**	**100.0%**
TRANSPORTATION SERVICES									
A0427	ALS1-EMERGENCY	0	0.0%	$0.00	0.0%	10,819	31.7%	$17,295,165.29	36.5%
A0427	NON-RESIDENT ALS1 EMERGENCY	425	13.5%	$747,324.25	17.3%	2,967	8.7%	$5,217,202.47	11.0%
A0427	RESIDENT ALS1 EMERGENCY	1,795	57.1%	$2,784,691.20	64.4%	10,845	31.8%	$16,824,499.20	35.5%
A0429	BLS-EMERGENCY	0	0.0%	$0.00	0.0%	3,865	11.3%	$3,222,943.36	6.8%
A0429	NON-RESIDENT BLS EMERGENCY	228	7.2%	$223,896.00	5.2%	1,455	4.3%	$1,428,810.00	3.0%
A0429	RESIDENT BLS EMERGENCY	670	21.3%	$519,705.60	12.0%	3,877	11.4%	$3,007,311.36	6.3%
A0433	ALS 2	0	0.0%	$0.00	0.0%	105	0.3%	$169,932.50	0.4%
A0433	NON-RESIDENT ALS2 EMERGENCY	13	0.4%	$22,859.33	0.5%	39	0.1%	$68,577.99	0.1%
A0433	RESIDENT ALS2 EMERGENCY	15	0.5%	$23,270.40	0.5%	117	0.3%	$181,509.12	0.4%
	TRANSPORTATION SERVICES TOTALS:	**3,146**	**100.0%**	**$4,321,746.78**	**100.0%**	**34,089**	**100.0%**	**$47,415,951.29**	**100.0%**
OTHER SERVICES									
00999	GALION HOSPITAL	0	0.0%			(2)	100.0%	($56.36)	100.0%
016TB	REQUESTED TKBK	0	0.0%			0	0.0%		0.0%
98888	ATTRNY OR MVA ACCT	0	0.0%			0	0.0%	$0.00	0.0%
A0424	EXTRA AMBULANCE	0	0.0%			0	0.0%	$0.00	0.0%
		0	0.0%	$0.00	0.0%	0	0.0%	$0.00	0.0%
	OTHER SERVICES TOTALS:	**0**	**100.0%**	**$0.00**	**100.0%**	**(2)**	**100.0%**	**($56.36)**	**100.0%**
	REPORT TOTALS:			**$4,481,601.45**				**$49,136,766.87**	

	MONTH TO DATE	FISCAL YEAR TO DATE

December 2016

DROP OFF LOCATION	MONTH TO DATE		FISCAL YEAR TO DATE	
	TRANSPORTS	**%**	**TRANSPORTS**	**%**
NORTH HOSPITAL	13	0.4%	204	0.6%
MEDICAL CENTER	179	5.7%	1,000	1.7%
CHILDRENS MEDICAL CENTER	0	0.0%	853	2.5%
HOSPITAL S TH	595	18.9%	5,303	15.7%
IN S LANDIN FIRE DEPT	0	0.0%	(2)	(0.0%)
GOOD HOSPITAL	523	16.6%	6,293	18.7%
EAST HOSPITAL	0	0.0%	1	0.0%
WEST HOSPITAL	255	8.1%	2,077	6.2%
REGIONAL MEDICAL	1	0.0%	11	0.0%
HAPPY HOSPITAL	88	2.8%	727	2.2%
BIG HOSPITAL	0	0.0%	1	0.0%
SMALL HOSPITAL	406	12.9%	4,311	12.8%
LITTLE MEDICAL CENTER	23	0.7%	321	1.0%
MAIN STREET HOSPITAL	3	0.1%	44	0.1%
HILL CLINIC	3	0.1%	25	0.1%
UNIVERSITY CLINIC	996	31.7%	12,328	36.6%
VETERANS CLINIC	61	1.9%	592	1.8%
	3,146		**34,089**	

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CITY OF KING'S LANDING
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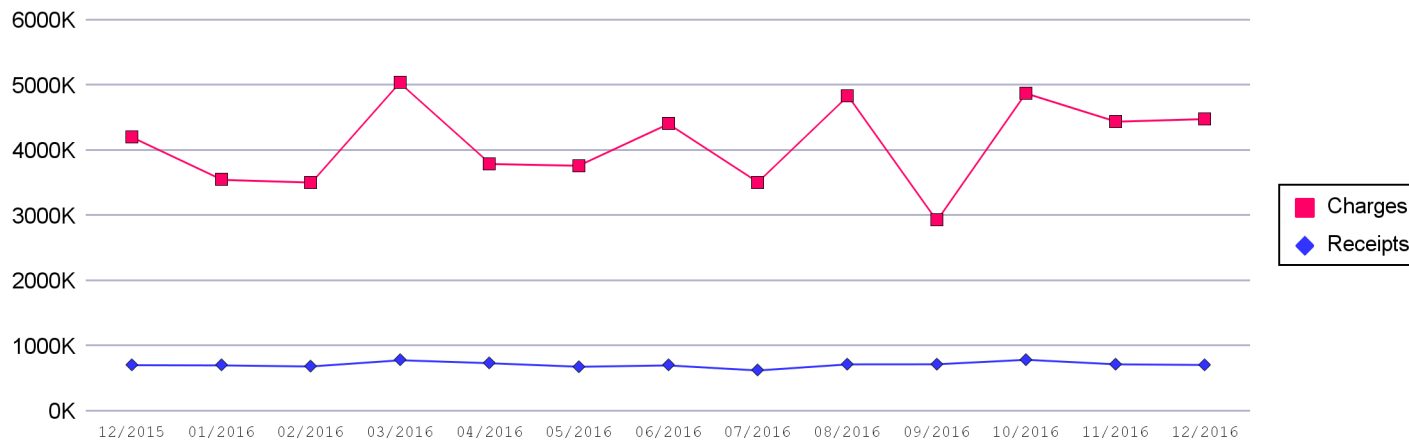Client ID(s) Selected: KL012417

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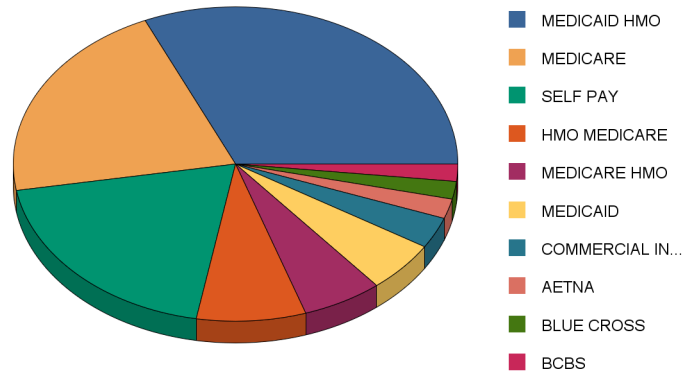Report Description:

Assumptions made:

December 2016

Client Summary

Post Month	Gross Charges	Gross Receipts	Collection Adjustments	Net Receipts	Adjustments/ Write-Offs	Aging Balance	Transports
December 2015	$4,206,159.45	$705,780.78	$1,518.70	$704,262.08	-$3,133,702.10	$9,121,545.55	2,878
January 2016	$3,549,137.83	$702,517.47	($355.57)	$702,873.04	-$3,130,276.65	$8,837,533.69	2,428
February 2016	$3,507,170.46	$685,661.80	$18,324.47	$667,337.33	-$2,961,524.51	$8,715,842.31	2,402
March 2016	$5,037,391.69	$782,005.27	$7,843.13	$774,162.14	-$3,526,813.53	$9,452,258.33	3,495
April 2016	$3,792,081.26	$735,970.19	($172.90)	$736,143.09	-$3,299,913.90	$9,208,282.60	2,621
May 2016	$3,764,797.90	$681,449.61	($1,640.96)	$683,090.57	-$2,672,756.61	$9,617,233.32	2,603
June 2016	$4,411,380.38	$702,459.42	($1,938.53)	$704,397.95	-$3,659,963.68	$9,664,252.07	3,041
July 2016	$3,504,914.02	$624,058.63	$333.20	$623,725.43	-$2,711,380.58	$9,834,060.08	2,465
August 2016	$4,837,820.37	$718,448.06	($3,615.89)	$722,063.95	-$3,451,103.82	$10,498,712.68	3,369
September 2016	$2,933,415.25	$719,497.61	$534.68	$718,962.93	-$3,100,583.64	$9,612,581.36	2,048
October 2016	$4,876,363.94	$788,831.34	$62,539.39	$726,291.95	-$3,682,544.02	$10,080,109.33	3,387
November 2016	$4,440,692.32	$718,898.10	$8,140.59	$710,757.51	-$3,261,429.91	$10,548,614.23	3,082
December 2016	$4,481,601.45	$709,185.67	$610.25	$708,575.42	-$3,177,503.42	$11,144,136.84	3,146
Total	**$49,136,766.87**	**$8,568,983.17**	**$90,601.86**	**$8,478,381.31**	**-$38,635,794.27**		**34,087**
Avg / Month	**$4,094,730.57**	**$714,081.93**	**$7,550.16**				
Avg / Transport	**$1,441.51**	**$251.39**					

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Top 10 Insurance Payers

Legend:
- MEDICAID HMO
- MEDICARE
- SELF PAY
- HMO MEDICARE
- MEDICARE HMO
- MEDICAID
- COMMERCIAL IN...
- AETNA
- BLUE CROSS
- BCBS

	CHARGES				GROSS RECEIPTS			
	MONTH TO DATE		FISCAL YEAR TO DATE		MONTH TO DATE		FISCAL YEAR TO DATE	
ENCOUNTER TYPE	Total	Percent	Total	Percent	Total	Percent	Total	Percent
MEDICAID HMO	$1,197,164	26.7%	$14,693,820	29.9%	$137,155	19.3%	$1,585,868	18.5%
MEDICARE	$811,753	18.1%	$9,676,842	19.7%	$187,373	26.4%	$2,269,496	26.5%
SELF PAY	$1,253,196	28.0%	$9,334,967	19.0%	$38,118	5.4%	$282,970	3.3%
HMO MEDICARE	$663,925	14.8%	$4,004,579	8.1%	$115,034	16.2%	$712,626	8.3%
MEDICARE HMO	$0	0.0%	$2,440,945	5.0%	$242	(0.0%)	$598,590	7.0%
MEDICAID	$148,837	3.3%	$2,373,531	4.8%	$33,862	4.8%	$297,962	3.5%
COMMERCIAL INSURANCE	$0	0.0%	$1,363,938	2.8%	$6,112	0.9%	$422,096	4.9%
BCBS	$166,872	3.7%	$897,176	1.8%	$628	0.1%	$117,730	1.4%
AETNA	$19,969	0.4%	$878,775	1.8%	$6,108	0.9%	$284,031	3.3%
COMMERCIAL	$102,817	2.3%	$805,784	1.6%	$44,454	6.3%	$190,644	2.2%
Others	$117,069	2.6%	$2,666,409	5.4%	$140,582	19.8%	$1,806,970	21.1%
Total	**$4,481,601**		**$49,136,767**		**$709,186**		**$8,568,983**	

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December 2016

6 Month Charge/Receipt Summary by Payer

	CHARGES							GROSS RECEIPTS						
	Jul	Aug	Sep	Oct	Nov	Dec	Average	Jul	Aug	Sep	Oct	Nov	Dec	Average
AETNA														
	$6,257	$24,597	$15,539	$13,805	$14,591	$19,969	**$15,793**	$26,929	$4,042	$8,398	$7,680	$7,905	$6,108	**$10,177**
BCBS														
	$75,393	$145,733	$109,882	$138,608	$165,718	$166,872	**$133,701**	$14,869	$24,161	$35,465	$21,508	$19,078	$628	**$19,285**
BLUE CROSS														
	$0	$0	$0	$0	$0	$0	**$0**	$27,127	$22,590	$1,148	$30,778	$25,039	$51,178	**$26,310**
CIGNA														
	$1,837	$16,757	$7,316	$9,306	$17,267	$3,343	**$9,304**	$3,647	$11,205	$9,162	$11,912	$14,815	$8,285	**$9,838**
COMMERCIAL														
	$143,484	$145,678	$59,867	$128,240	$110,335	$102,817	**$115,070**	$8,846	$24,785	$21,808	$43,581	$47,170	$44,454	**$31,774**
COMMERCIAL INSURANCE														
	$0	($206	$1,812	$0	$0	$0	**$268**	$38,529	$23,895	$20,824	$8,182	$8,107	$6,112	**$17,608**
COMMERCIAL INSURANCE														
	$0	$0	$0	$0	$0	$0	**$0**	$0	$0	$7	$2	$0	$1	**$2**
HMO MEDICARE														
	$456,673	$690,420	$387,148	$711,742	$708,655	$663,925	**$603,094**	$77,048	$124,764	$128,512	$136,736	$116,465	$115,034	**$116,427**
HUMANA														
	$28,846	$30,860	$16,292	$41,493	$38,657	$43,117	**$33,211**	$29,308	$15,447	$30,767	$13,446	$36,888	$20,292	**$24,358**
MEDICAID														
	$140,745	$202,059	$107,515	$204,188	$179,737	$148,837	**$163,847**	$15,123	$13,398	$24,080	$26,300	$19,227	$33,862	**$21,998**
MEDICAID HMO														
	$1,092,239	$1,504,115	$967,599	$1,576,564	$1,390,906	$1,197,164	**$1,288,098**	$109,869	$153,210	$135,121	$185,138	$142,864	$137,155	**$143,893**
MEDICAL MUTUAL														
	$5,208	$26,786	$6,026	$22,986	$28,331	$14,022	**$17,227**	$3,027	$3,531	$6,889	$5,590	$5,986	$5,687	**$5,118**
MEDICARE														
	$686,713	$870,879	$509,608	$908,958	$763,926	$811,753	**$758,640**	$145,234	$192,400	$188,239	$209,324	$174,590	$187,373	**$182,860**
MEDICARE HMO														
	$0	$0	$2,398	$0	$0	$0	**$400**	$27,251	$11,188	$3,573	$4,254	$2,536	$242	**$6,675**
SELF PAY														
	$827,538	$1,117,071	$694,622	$1,012,781	$954,502	$1,253,196	**$976,618**	$16,437	$25,042	$33,229	$38,910	$39,805	$38,118	**$31,923**
TRICARE														
	$0	$0	$0	$0	$0	$0	**$0**	$10,213	$10,504	$2,444	$1,724	$3,560	$328	**$4,796**
TRICARE/CHAMPUS														
	$0	$12,526	$812	$7,116	$0	$0	**$3,409**	$85	$1,808	$1,075	$1,816	$2,590	$2,313	**$1,614**
UHC														
	$0	$0	$0	$0	$0	$0	**$0**	$28,851	$12,863	$16,748	$2,836	$1,345	$490	**$10,522**

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December 2016

	CHARGES							GROSS RECEIPTS						
	Jul	Aug	Sep	Oct	Nov	Dec	Average	Jul	Aug	Sep	Oct	Nov	Dec	Average
Unassigned														
	$0	$0	$0	$0	$0	$0	**$0**	$15,371	$9,571	$4,850	$160	$10	$0	**$4,994**
UNITED HEALTHCARE														
	$26,091	$45,166	$43,570	$75,786	$52,871	$45,542	**$48,171**	$11,266	$23,224	$41,533	$39,373	$42,009	$41,188	**$33,099**
WORKERS COMP														
	$13,890	$5,380	$3,409	$24,793	$15,196	$11,044	**$12,285**	$15,028	$10,819	$5,627	$8,086	$8,910	$10,821	**$9,882**
Total	$4,837,820		$4,876,364		$4,481,601				$718,448		$788,831		$709,186	
	$3,504,914		$2,933,415		$4,440,692		$4,179,135	$624,059		$719,498		$718,898		$713,153

Mileage Charges and Receipts Summary

Charges	Description	MTD	FYTD
ALS	ADVANCED LIFE SUPPORT	$3,532,015.45	$39,336,866.96
ALS2	ADVANCED LIFE SUPPORT 2	$46,129.73	$420,019.61
BLS	BASIC LIFE SUPPORT	$743,601.60	$7,659,064.72
Other	Other	$159,854.67	$1,720,815.58
TRANSPORT OTHER	UNASSIGNED	$0.00	$0.00
		$4,481,601.45	**$49,136,766.87**

Receipts	Description	MTD	FYTD
ALS	ADVANCED LIFE SUPPORT	-$489,681.38	-$6,262,502.68
ALS2	ADVANCED LIFE SUPPORT 2	-$5,100.74	-$85,424.65
BLS	BASIC LIFE SUPPORT	-$124,158.82	-$1,527,230.09
Other	Other	-$90,244.73	-$693,825.75
TRANSPORT OTHER	UNASSIGNED	$0.00	$0.00
		-$709,185.67	**-$8,568,983.17**

Summary of Bad Debts/Collection/Contractul Adjustments

Adjustment Code	Description	MTD	FYTD
Bad Debt			
7300	SMALL BALANCE WRITEOFF - CREDIT	-$0.10	-$2.69
7400	BAD ADDRESS WRITEOFF - CREDIT	-$15,181.11	-$78,758.95
7700	COLLECTOR WRITEOFF - CREDIT	-$381,248.30	-$512,612.25
9300	SMALL BALANCE WRITEOFF - DEBIT	$0.00	$12.10
9992D	BAD DEBT RECOVERY	$9,423.63	$407,289.61
99941	RESIDENT DEDUCT/COPA	-$52.20	-$1,149.67
99942	W/O PER PROVIDER	-$3,287.41	-$199,616.82
99944	NON-RES DEDUCT/COPAY	-$15.36	-$586.61
99945	W/O BANKRUPTCY	-$300.00	-$21,499.92
99948	BAD DEBT WRITEOFF	$0.00	-$30.50
99950	W/O RESIDENT	-$17.55	-$291.53
99955	W/O BEYOND FILE LMT	$0.00	-$36,498.00
99960	RES BAD DEBT COLLECT	-$89,668.84	-$3,508,851.76
99961	NON RES BAD DEBT COL	-$71,218.76	-$3,693,229.92

		-$551,566.00	-$7,645,826.91
Adjustment Code	**Description**	**MTD**	**FYTD**
Collection Adjustments			
00051	REFUND PATIENT	-$323.86	$21,623.98
00052	REFUND INSURANCE CO	$0.00	$31,562.31
00053	REFUND NO RESPONSE	-$336.00	$24,640.08
0163	RETURNED CHECK - STOP PAY OR INSUFFICIENT FUNDS	$0.00	$112.97
0396	BCBS TAKEBACK DBT	$0.00	$325.97
1196	MEDICARE TAKEBACK DBT	$0.00	$363.25
4096	COMM TAKEBACK DBT	$1,270.11	$11,973.30
		$610.25	**$90,601.86**

Adjustment Code	**Description**	**MTD**	**FYTD**
Contractual Adjustments			
0152	BALANCE TRANSFER CREDIT	-$38,574.11	-$55,077.89
0153	BALANCE TRANSFER DEBIT	$0.00	$78.96
0154	PER CLIENT WRITE OFF - CREDIT	-$1,028.99	-$18,097.21
0195	INTEREST DEBIT	$1.28	$17.41
0399	BCBS LOA ADJ	-$122,725.18	-$501,611.90
1185	MC SEQUESTRATIO REDUCTION DEBIT	$1.88	$1.88
1186	MC SEQUESTRATION REDUCTION	-$6,044.43	-$33,641.10
1198	MEDICARE CONTRACTUAL DBT	$1,065.14	$1,065.14
1199	MEDICARE LOA ADJ	-$589,393.58	-$3,276,411.60
1598	MEDICAID CONTRACTUAL DBT	$170.42	$2,018.77
1599	MEDICAID LOA ADJ	-$313,552.55	-$1,198,601.13
2299	TRICARE LOA ADJ	-$3,248.91	-$11,282.84
4098	COMM CONTRACTUAL DBT	$0.00	$2,919.86
4099	COMM LOA ADJ	-$18,091.60	-$78,961.89
4299	COMM LOA ADJ	-$645.94	-$645.94
5099	W/C LOA ADJ	-$6,943.73	-$25,336.61
9199	CARE HMO LOA ADJ	-$392,523.80	-$2,439,409.07
9498	CAID HMO CONTRACTUAL DBT	$775.68	$1,828.44
9499	CAID HMO LOA ADJ	-$1,165,497.06	-$7,142,124.36
99904	DISALLOW,BLUE SHIELD	$0.00	-$1,358.06
99906	DISALLOW,MEDICAID	-$7,730.39	-$3,193,968.26
99907	DISALLOW, ANTHEM	$0.00	-$901,764.75
99908	DISALLOW, MEDICARE	$197.30	-$4,651,851.15
99909	DISALLOW, MCR 2%	$22.15	-$39,976.59
99911	DISALLOW, U.H.C.	$0.00	-$829,704.81

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Code	Description	Amount	Total
99912	DISALLOW, INSURANCE	-$636.35	-$6,443,874.12
99916	CASH DISCOUNT	$0.00	-$93.49
99917	DISALLOW, WORK COMP	$0.00	-$67,697.42
9991H	DISALLOW, AETNA	$0.00	-$17,588.30
9991I	DISALLOW, MMO	$0.00	-$84,904.26
99928	MEDICARE INT DEBIT	$0.00	$0.20
99929	INSURANCE INT DEBIT	$0.00	$159.17
99936	DEBIT ADJUSTMENT	$38,910.85	$216,058.71
99937	SMALL BALANCE DEBIT	$5.00	$11.17
99940	CREDIT ADJUSTMENT	-$450.50	-$193,874.09
9994G	NON COVERED SERVICE	$0.00	-$1,641.20
9994L	BEYOND FILE LIMIT	$0.00	-$1,983.13
9994M	COVERED BY OTHER INS	$0.00	-$90.13
99952	W/O SMALL BALANCE	$0.00	-$44.21
9996F	COINS/COPAY/DEDUCT	$0.00	-$2,511.56
		-$2,625,937.42	**-$30,989,967.36**

Aging Summary

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	0-30	31-60	61-90	91-120	121-150	151-180	181+	Totals
AETNA	$5,524.71	$3,223.90	$0.00	$1,855.26	$834.01	$0.00	$41,682.86	$53,120.74
BCBS	$103,955.15	$159,704.97	$72,432.15	$45,586.16	$26,521.21	$16,813.73	$11,858.29	$436,871.66
BLUE CROSS	-$35,039.42	-$2,694.27	-$7,364.30	-$13,478.22	-$2,035.96	$0.00	$130,680.51	$70,068.34
CIGNA	$1,558.81	$1,784.47	$0.00	$1,017.99	$0.00	$0.00	$23,907.20	$28,268.47
COMMERCIAL	$58,488.60	$88,478.41	$64,474.53	$26,430.19	$25,192.73	$8,388.54	$8,460.47	$279,913.47
COMMERCIAL INSURANCE	$0.00	$0.00	$0.00	$0.00	-$280.94	$0.00	$389,582.10	$389,301.16
HMO MEDICARE	$392,301.31	$206,228.86	$101,619.36	$50,190.04	$17,161.02	$13,647.60	$18,965.97	$800,114.16
HUMANA	$26,188.61	$8,974.05	$1,839.08	$903.46	$3,363.13	$1,693.51	$87,169.63	$130,131.47
MEDICAID	$80,744.67	$30,300.73	$10,723.72	$18,149.55	$4,591.88	$1,847.12	$70,615.26	$216,972.93
MEDICAID HMO	$725,525.47	$130,951.97	$34,654.43	$36,609.68	$23,015.53	$21,478.52	$248,266.96	$1,220,502.56
MEDICAL MUTUAL	$11,337.49	$5,535.59	$5,817.24	$1,572.46	$1,051.85	$1,625.82	$11,970.82	$38,911.27
MEDICARE	$514,282.57	$87,705.87	$33,259.32	$22,154.61	$13,321.32	$11,699.46	$343,319.49	$1,025,742.64
MEDICARE HMO	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$237,295.67	$237,295.67
SELF PAY	$679,757.28	$939,309.50	$851,264.35	$968,497.35	$871,117.56	$541,762.27	$624,513.89	$5,476,222.20
TRICARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$268,205.09	$268,205.09
TRICARE/CHAMPUS	$93.39	$2,024.09	$0.00	$2,071.01	$0.00	$0.00	-$208.67	$3,979.82
UHC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$68,939.49	$68,939.49
Unassigned	$0.00	$0.00	$0.00	$0.00	$0.00	-$45.66	$181,612.69	$181,567.03
UNITED HEALTHCARE	$25,829.00	$12,833.11	$11,893.72	$4,233.63	$8,113.59	$8,657.18	$1,638.23	$73,198.46
WORKERS COMP	$7,829.89	$7,462.95	$19,505.45	$10,616.63	$806.71	$4,158.67	$94,429.91	$144,810.21
Total:	**$2,598,377.53**	**$1,681,824.20**	**$1,200,119.05**	**$1,176,409.80**	**$992,773.64**	**$631,726.76**	**$2,862,905.86**	**$11,144,136.84**

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2. Submit sample bill forms and the messages that will be used on each successive bill mailed.

We have provided samples of our patient correspondence on the following pages.

YOUR LOGO HERE

Account Information

Account Number:	BPS*2635456.1
Patient Name:	DONALD DUCK
Statement Date:	09/04/2015
Type of Service:	Ambulance
Transport Date:	07/01/2015

Request for Information

Dear DONALD DUCK,

On the above date you were transported by CLIENT NAME to ABC HOSPITAL. Please provide your insurance information on the back of this form so we may submit a claim for payment on your behalf. We need your signature to file your claim. Please complete the back of this form, sign below and return to CLIENT NAME.

If you have questions please call us at 800-555-1234 8:00 AM - 7:00 PM, EST - MONDAY THRU FRIDAY.   Thank you for your prompt response to this request.

ASSIGNMENT OF CLAIM AND AUTHORIZATION – PROVIDE INSURANCE INFORMATION

I request that payment of authorized Medicare, Medicaid or any other insurance benefits be made on my behalf to CLIENT NAME for any services provided to me now, in the past, or in the future. I agree to immediately remit to CLIENT NAME any payments that I receive directly from insurance or any source whatsoever for the services provided to me and I assign all rights to such payments to CLIENT NAME. I authorize CLIENT NAME to appeal payment denials or other adverse decisions on my behalf without further authorization. A copy of this form is as valid as the original. I understand CLIENT NAME is permitted to make uses and disclosures of protected health information for treatment, payment and health care operations.

Patient Signature: _____ Date: _____

CONTACT US
Phone: 800-555-1234 8:00 AM - 7:00 PM, EST - MONDAY THRU FRIDAY
Fold on line for proper window alignment

YOUR LOGO HERE

CLIENT NAME
999 MICKEY MOUSE
ORLANDO, FL 12345

We need your assistance!
You can help us, with just 3 easy steps:

1. **Please sign and date the form above**

2. **Fill out your insurance information on the back of this form**

3. **Place completed form in return envelope provided and mail.   Thank you!**

MED3*577*2635455CBPS

457884 279485 167108172
DONALD DUCK
3377 SPINDLETOP DR NW
KENNESAW, GA 30144-7360

CLIENT NAME
3131 NEWMARK DR STE 100
MIAMISBURG, OH 45342

YOUR LOGO HERE

Account Information

Account Number:	BPS*2635456.1
Patient Name:	DONALD DUCK
Statement Date:	09/04/2015
Type of Service:	Ambulance
Transport Date:	07/01/2015

Patient's Date of Birth: _____

Patients SSN: _____

PRIMARY INSURANCE INFORMATION

Company*: _____

Telephone #: _____

Address: _____

City/St/Zip:_____

Policy #: _____

Group #:_____

Policy Holder's Name: _____

Relationship to Patient: _____

Insured's SSN: _____

Insured's Date of Birth: _____

SECONDARY INSURANCE INFORMATION

Company*: _____

Telephone #: _____

Address: _____

City/St/Zip: _____

Policy #: _____

Group #: _____

Policy Holder's Name: _____

Relationship to Patient: _____

Insured's SSN: _____

Insured's Date of Birth: _____

* If you have Medicare or Medicaid and have a Managed Care replacement plan please provide that information above.

If the services provided were a result of a work related or motor vehicle accident, please also provide the appropriate information below.

AUTOMOBILE INSURANCE INFORMATION

Company: _____

Telephone #: _____

Address: _____

City/St/Zip: _____

Policy #: _____

Claim #: _____

Policy Holder's Name: _____

Relationship to Patient: _____

Original Date of Accident: _____

State where Original Accident Occurred: _____

WORKER'S COMPENSATION INFORMATION

Employer: _____

Employer Address: _____

City/St/Zip: _____

Employer Phone #: _____

Workers Comp Carrier: _____

Carrier Phone#: _____

Carrier Address: _____

City/St/Zip: _____

Policy #: _____

Claim #: _____

Original Date of injury: _____

YOUR LOGO HERE

CLIENT NAME provided AMBULANCE services to you. CUSTOM MESSAGE HERE

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635445.1**
Due Date:	**Upon Receipt**

REQUEST FOR PAYMENT

Summary of Account

Total Charges	**$ 1,202.25**
Insurance Payments	$ 0.00
Insurance Adjustments	$ 0.00
Patient Payments	$ 0.00
Account Adjustments	$ 0.00
AMOUNT YOU OWE	**$ 1,202.25**

Your prompt payment is appreciated! Please see the following page for transaction details.

Payment, Insurance, & Billing Information

MasterCard VISA PayPal **Pay by credit card online anytime, day or night! www.peryourhealth.com**

AMERICAN EXPRESS DISCOVER

Certified, safe and secure credit card processing.

Visit us at www.peryourhealth.com to update your insurance, address, view your account, or send a message to our billing office.
ID: BPS*2635445 Access key: Z1VZ4Z

To contact the billing office, please call 800-555-1234 8:00 AM - 7:00 PM, EST - MONDAY THRU FRIDAY
Para asistencia en Español llame al numero de arriba.

Important Message:

The statement you are receiving is regarding ambulance service provided to you.

Per our agreement your next payment is due by the date indicated on statement and you will continue to be billed in intervals.

If payment is not received, you could be responsible for the entire balance at one time.

We appreciate your prompt attention.

Please refer to the second page for more detailed information.

CUSTOM MESSAGE HERE

- -

YOUR LOGO HERE

CLIENT NAME
999 MICKEY MOUSE
ORLANDO, FL 12345

Temp - Return Service Requested

Pay By Mail -- Please detach and return bottom stub with your check
-- Include account number on check and correspondence

Account		Patient	
BPS*2635445.1		DONALD DUCK	
Statement Date	Amount Due	Due Date	Amount Paid
7/13/15	$ 1,202.25	Upon Receipt	

For your protection: Do not include the credit card information in the mail.

Make CHECK payable and remit to:

MED3*577*2635445CBPS

457884 279485 167108162
DONALD DUCK
3377 SPINDLETOP DR NW
KENNESAW, GA 30144-7360

CLIENT NAME
3131 NEWMARK DR STE 100
MIAMISBURG, OH 45342

YOUR LOGO HERE

Pay by credit card online anytime, day or night!
www.peryourhealth.com

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635445.1**
Due Date:	**Upon Receipt**

Patient: DONALD DUCK	Transport To: ABC HOSPITAL	Primary: MEDICAID OF MA - MAS
Account: BPS*2635445.1	Transport From: 1234 HAPPY PLACE 12345	Secondary: Self Pay

Service Dt.	Service Description	Qty	Charges	Payments	Adjustments	You Owe
07/01/15	A0429 BLS EMERGENCY TRANSPORT 151820007	1	1200.00			
07/01/15	A0425 MILEAGE BLS	.1	2.25			
	You Owe				0.00	1202.25

Total Amount You Owe
$ 1,202.25

Please be aware that the above summary represents Ambulance services from your medical provider.
You may receive a separate statement for services provided by the hospital.

- -

CHANGE OF: ☐ Address ☐ Primary Insurance ☐ Supplemental Insurance

DONALD DUCK
BPS*2635445.1

Complete this form or go online to www.peryourhealth.com to make changes.

New Patient Address, City, State, Zip			New Phone#
Primary Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Supplemental Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Work connected Illness or Injury? ☐ Yes ☐ No	Auto Accident? ☐ Yes ☐ No	Date of Onset or Accident ___/___/___	
Employer Name	Address, City, State, Zip		

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YOUR LOGO HERE

CLIENT NAME provided AMBULANCE services to you.CUSTOM MESSAGE HERE

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635446.1**
Due Date:	**Upon Receipt**

REQUEST FOR PAYMENT

Summary of Account

Total Charges	**$ 1,278.75**
Insurance Payments	$ 0.00
Insurance Adjustments	$ 0.00
Patient Payments	$ 0.00
Account Adjustments	$ 0.00
AMOUNT YOU OWE	**$ 1,278.75**

Your prompt payment is appreciated! Please see the following page for transaction details.

Payment, Insurance, & Billing Information

MasterCard VISA PayPal AMERICAN EXPRESS DISCOVER **Pay by credit card online anytime, day or night! www.peryourhealth.com**

Certified, safe and secure credit card processing.

Visit us at www.peryourhealth.com to update your insurance, address, view your account, or send a message to our billing office.
ID: BPS*2635446 Access key: DPK77Q

To contact the billing office, please call 800-555-1234 8:00 AM - 7:00 PM, EST - MONDAY THRU FRIDAY
Para asistencia en Español llame al numero de arriba.

Important Message:

This statement is the result of a response for ambulance services.

You are receiving this statement because we do not have your insurance information on file. If you would like us to bill your insurance you can fill out the stub on the back of the statement or contact our office as soon as possible.

If you do not have insurance or do not provide us with insurance information the balance due is your responsibility.

We appreciate your prompt attention.

Please refer to the second page for more detailed information.

CUSTOM MESSAGE HERE

YOUR LOGO HERE

CLIENT NAME
999 MICKEY MOUSE
ORLANDO, FL 12345

Temp - Return Service Requested

Pay By Mail
-- Please detach and return bottom stub with your check
-- Include account number on check and correspondence

Account		Patient	
BPS*2635446.1		DONALD DUCK	
Statement Date	Amount Due	Due Date	Amount Paid
7/13/15	$ 1,278.75	Upon Receipt	

For your protection: Do not include the credit card information in the mail.

Make CHECK payable and remit to:

MED3*577*2635446CBPS

457884 279485 167108163
DONALD DUCK
3377 SPINDLETOP DR NW
KENNESAW, GA 30144-7360

CLIENT NAME
3131 NEWMARK DR STE 100
MIAMISBURG, OH 45342

YOUR LOGO HERE

Pay by credit card online anytime, day or night!
www.peryourhealth.com

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635446.1**
Due Date:	**Upon Receipt**

Patient:	DONALD DUCK	Transport To:	ABC HOSPITAL	Primary:	TUFTS ASSOCIATED H
Account:	BPS*2635446.1	Transport From:	1234 HAPPY PLACE 12345	Secondary:	Self Pay

Service Dt.	Service Description	Qty	Charges	Payments	Adjustments	You Owe
07/01/15	A0429 BLS EMERGENCY TRANSPORT 151820009	1	1200.00			
07/01/15	A0425 MILEAGE BLS	3.5	78.75			
	You Owe				0.00	1278.75

Total Amount You Owe
$ 1,278.75

Please be aware that the above summary represents Ambulance services from your medical provider.
You may receive a separate statement for services provided by the hospital.

CHANGE OF: ☐ Address ☐ Primary Insurance ☐ Supplemental Insurance

DONALD DUCK
BPS*2635446.1

Complete this form or go online to www.peryourhealth.com to make changes.

New Patient Address, City, State, Zip			New Phone#
Primary Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Supplemental Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Work connected Illness or Injury? ☐ Yes ☐ No	Auto Accident? ☐ Yes ☐ No	Date of Onset or Accident ___/___/___	
Employer Name	Address, City, State, Zip		

CAM 19-0210

Exhibit 6
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YOUR LOGO HERE

CLIENT NAME provided AMBULANCE services to you.CUSTOM MESSAGE HERE

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635447.1**
Due Date:	**Upon Receipt**

REQUEST FOR PAYMENT

Summary of Account

Total Charges	**$ 1,269.75**
Insurance Payments	$ 0.00
Insurance Adjustments	$ 0.00
Patient Payments	$ 0.00
Account Adjustments	$ 0.00
AMOUNT YOU OWE	**$ 1,269.75**

Your prompt payment is appreciated! Please see the following page for transaction details.

Payment, Insurance, & Billing Information

MasterCard VISA PayPal **Pay by credit card online anytime, day or night! www.peryourhealth.com**

AMERICAN DISCOVER

Certified, safe and secure credit card processing.

Visit us at www.peryourhealth.com to update your insurance, address, view your account, or send a message to our billing office.
ID: BPS*2635447 Access key: SDRE9V

To contact the billing office, please call 800-555-1234 8:00 AM - 7:00 PM, EST - MONDAY THRU FRIDAY
Para asistencia en Español llame al numero de arriba.

Important Message:

This statement is the result of a response for ambulance services.

Your insurance has made payment on your account. If you do not have other insurance or do not provide us with additional insurance information, the balance due is your responsibility.

Please make payment in full using a payment method listed to the left of the statement.

Thank you for your prompt attention.

Please refer to the second page for more detailed information.

CUSTOM MESSAGE HERE

YOUR LOGO HERE

CLIENT NAME
999 MICKEY MOUSE
ORLANDO, FL 12345

Temp - Return Service Requested

Pay By Mail -- Please detach and return bottom stub with your check
-- Include account number on check and correspondence

Account		Patient	
BPS*2635447.1		DONALD DUCK	
Statement Date	Amount Due	Due Date	Amount Paid
7/13/15	$ 1,269.75	Upon Receipt	

For your protection: Do not include the credit card information in the mail.

Make CHECK payable and remit to:

MED3*577*2635447CBPS

457884 279485 167108164
DONALD DUCK
3377 SPINDLETOP DR NW
KENNESAW, GA 30144-7360

CLIENT NAME
3131 NEWMARK DR STE 100
MIAMISBURG, OH 45342

YOUR LOGO HERE

Pay by credit card online anytime, day or night!
www.peryourhealth.com

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635447.1**
Due Date:	**Upon Receipt**

Patient: DONALD DUCK	Transport To: ABC HOSPITAL	Primary: COMMERCIAL INS LAS
Account: BPS*2635447.1	Transport From: 1234 HAPPY PLACE 12345	Secondary: Self Pay

Service Dt.	Service Description	Qty	Charges	Payments	Adjustments	You Owe
07/01/15	A0429 BLS EMERGENCY TRANSPORT 151820010	1	1200.00			
07/01/15	A0425 MILEAGE BLS	3.1	69.75			
	You Owe				0.00	1269.75

Total Amount You Owe
$ 1,269.75

Please be aware that the above summary represents Ambulance services from your medical provider.
You may receive a separate statement for services provided by the hospital.

- -

CHANGE OF: ☐ Address ☐ Primary Insurance ☐ Supplemental Insurance

DONALD DUCK
BPS*2635447.1

Complete this form or go online to www.peryourhealth.com to make changes.

New Patient Address, City, State, Zip			New Phone#
Primary Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Supplemental Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Work connected Illness or Injury? ☐ Yes ☐ No	Auto Accident? ☐ Yes ☐ No	Date of Onset or Accident ___/___/___	
Employer Name	Address, City, State, Zip		

CAM 19-0210

Exhibit 6
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YOUR LOGO HERE

CLIENT NAME provided AMBULANCE services to you.CUSTOM MESSAGE HERE

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635448.1**
Due Date:	**Upon Receipt**

REQUEST FOR PAYMENT

Summary of Account

Total Charges	**$ 1,233.75**
Insurance Payments	$ 0.00
Insurance Adjustments	$ 0.00
Patient Payments	$ 0.00
Account Adjustments	$ 0.00
AMOUNT YOU OWE	**$ 1,233.75**

Your prompt payment is appreciated! Please see the following page for transaction details.

Payment, Insurance, & Billing Information

MasterCard VISA PayPal **Pay by credit card online anytime, day or night! www.peryourhealth.com**

AMERICAN EXPRESS DISCOVER

Certified, safe and secure credit card processing.

Visit us at www.peryourhealth.com to update your insurance, address, view your account, or send a message to our billing office.
ID: BPS*2635448 Access key: BNTYFS

To contact the billing office, please call 800-555-1234 8:00 AM - 7:00 PM, EST - MONDAY THRU FRIDAY
Para asistencia en Español llame al numero de arriba.

Important Message:

This statement is in regards to ambulance services provided to you.

Our records show that you have insurance and we have filed a claim to your primary insurance are waiting for a response from them.

If you feel that we have filed the claim in error please complete the back of this form and return it to our office or call our customer service department.

If you do not have insurance the balance on the account is your responsibility.

Thank you for your prompt attention.

Please refer to the second page for more detailed information.

CUSTOM MESSAGE HERE

YOUR LOGO HERE

CLIENT NAME
999 MICKEY MOUSE
ORLANDO, FL 12345

Temp - Return Service Requested

MED3*577*2635448CBPS

457884 279485 167108165
DONALD DUCK
3377 SPINDLETOP DR NW
KENNESAW, GA 30144-7360

Pay By Mail -- Please detach and return bottom stub with your check
-- Include account number on check and correspondence

Account		Patient	
BPS*2635448.1		DONALD DUCK	
Statement Date	Amount Due	Due Date	Amount Paid
7/13/15	$ 1,233.75	Upon Receipt	

For your protection: Do not include the credit card information in the mail.

Make CHECK payable and remit to:

CLIENT NAME
3131 NEWMARK DR STE 100
MIAMISBURG, OH 45342

YOUR LOGO HERE

Pay by credit card online anytime, day or night!
www.peryourhealth.com

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635448.1**
Due Date:	**Upon Receipt**

Patient: DONALD DUCK	Transport To: ABC HOSPITAL	Primary: MEDICAID OF MA - MAS
Account: BPS*2635448.1	Transport From: 1234 HAPPY PLACE 12345	Secondary: Self Pay

Service Dt.	Service Description	Qty	Charges	Payments	Adjustments	You Owe
07/01/15	A0429 BLS EMERGENCY TRANSPORT 151820011	1	1200.00			
07/01/15	A0425 MILEAGE BLS	1.5	33.75			
	You Owe				0.00	1233.75

Total Amount You Owe
$ 1,233.75

Please be aware that the above summary represents Ambulance services from your medical provider.
You may receive a separate statement for services provided by the hospital.

- -

CHANGE OF: ☐ Address ☐ Primary Insurance ☐ Supplemental Insurance

DONALD DUCK
BPS*2635448.1

Complete this form or go online to www.peryourhealth.com to make changes.

New Patient Address, City, State, Zip			New Phone#
Primary Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Supplemental Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Work connected Illness or Injury? ☐ Yes ☐ No	Auto Accident? ☐ Yes ☐ No	Date of Onset or Accident ___/___/___	
Employer Name	Address, City, State, Zip		

CAM 19-0210

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CLIENT NAME provided AMBULANCE services to you.CUSTOM MESSAGE HERE

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635449.1**
Due Date:	**Upon Receipt**

REQUEST FOR PAYMENT

Summary of Account

Total Charges	**$ 1,245.00**
Insurance Payments	$ 0.00
Insurance Adjustments	$ 0.00
Patient Payments	$ 0.00
Account Adjustments	$ 0.00
AMOUNT YOU OWE	**$ 1,245.00**

Your prompt payment is appreciated! Please see the following page for transaction details.

Payment, Insurance, & Billing Information

Pay by credit card online anytime, day or night! www.peryourhealth.com

Certified, safe and secure credit card processing.

Visit us at www.peryourhealth.com to update your insurance, address, view your account, or send a message to our billing office.
ID: BPS*2635449 Access key: 7HHA6S

To contact the billing office, please call 800-555-1234 8:00 AM - 7:00 PM, EST - MONDAY THRU FRIDAY
Para asistencia en Español llame al numero de arriba.

Important Message:

This statement is in regards to ambulance services provided to you.

Your account still has an outstanding balance due. The balance is your responsibility.

You are receiving this statement because we do not have your insurance information on file. If you would like us to bill your insurance you can fill out the stub on the back of the statement or contact our office as soon as possible.If you do not have insurance the balance remaining is your responsiblity.

Thank you for your prompt attention.

Please refer to the second page for more detailed information.

CUSTOM MESSAGE HERE

YOUR LOGO HERE

CLIENT NAME
999 MICKEY MOUSE
ORLANDO, FL 12345

Temp - Return Service Requested

Pay By Mail

-- Please detach and return bottom stub with your check
-- Include account number on check and correspondence

Account		Patient	
BPS*2635449.1		DONALD DUCK	
Statement Date	Amount Due	Due Date	Amount Paid
7/13/15	$ 1,245.00	Upon Receipt	

For your protection: Do not include the credit card information in the mail.

Make CHECK payable and remit to:

MED3*577*2635449CBPS

457884 279485 167108166
DONALD DUCK
3377 SPINDLETOP DR NW
KENNESAW, GA 30144-7360

CLIENT NAME
3131 NEWMARK DR STE 100
MIAMISBURG, OH 45342

YOUR LOGO HERE

Pay by credit card online anytime, day or night!
www.peryourhealth.com

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635449.1**
Due Date:	**Upon Receipt**

Patient:	DONALD DUCK	Transport To:	ABC HOSPITAL	Primary:	MEDICARE OF MASSAC
Account:	BPS*2635449.1	Transport From:	1234 HAPPY PLACE 12345	Secondary:	MEDICAID OF MA - MAS

Service Dt.	Service Description	Qty	Charges	Payments	Adjustments	You Owe
07/01/15	A0429 BLS EMERGENCY TRANSPORT 151820013	1	1200.00			
07/01/15	A0425 MILEAGE BLS	2.0	45.00			
	You Owe				0.00	1245.00

Total Amount You Owe
$ 1,245.00

Please be aware that the above summary represents Ambulance services from your medical provider.
You may receive a separate statement for services provided by the hospital.

- -

CHANGE OF: ☐ Address ☐ Primary Insurance ☐ Supplemental Insurance

DONALD DUCK
BPS*2635449.1

Complete this form or go online to www.peryourhealth.com to make changes.

New Patient Address, City, State, Zip			New Phone#
Primary Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Supplemental Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Work connected Illness or Injury? ☐ Yes ☐ No	Auto Accident? ☐ Yes ☐ No	Date of Onset or Accident ___/___/___	
Employer Name	Address, City, State, Zip		

CAM 19-0210

Exhibit 6
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YOUR LOGO HERE

CLIENT NAME provided AMBULANCE services to you.CUSTOM MESSAGE HERE

Statement Date: 7/13/15
Responsible Party: DONALD DUCK
Account Number: **BPS*2635450.1**
Due Date: **Upon Receipt**

REQUEST FOR PAYMENT

Summary of Account

Total Charges	**$ 1,222.50**
Insurance Payments	$ 0.00
Insurance Adjustments	$ 0.00
Patient Payments	$ 0.00
Account Adjustments	$ 0.00
AMOUNT YOU OWE	**$ 1,222.50**

Your prompt payment is appreciated! Please see the following page for transaction details.

Payment, Insurance, & Billing Information

Pay by credit card online anytime, day or night! www.peryourhealth.com

Certified, safe and secure credit card processing.

Visit us at www.peryourhealth.com to update your insurance, address, view your account, or send a message to our billing office.
ID: BPS*2635450 Access key: YGDQ5N

To contact the billing office, please call 800-555-1234 8:00 AM - 7:00 PM, EST - MONDAY THRU FRIDAY
Para asistencia en Español llame al numero de arriba.

Important Message:

This statement is in regards to the ambulance services that were provided to you.

You are receiving this statement because your insurance carrier has not responded to our claim. If you feel that we do not have the correct insurance carrier please provide the information on the back of the statement or call our office.

At this time the balance due is your responsibility.

Please refer to the second page for more detailed information.

CUSTOM MESSAGE HERE

YOUR LOGO HERE

CLIENT NAME
999 MICKEY MOUSE
ORLANDO, FL 12345

Temp - Return Service Requested

Pay By Mail
-- Please detach and return bottom stub with your check
-- Include account number on check and correspondence

Account		Patient	
BPS*2635450.1		DONALD DUCK	
Statement Date	Amount Due	Due Date	Amount Paid
7/13/15	$ 1,222.50	Upon Receipt	

For your protection: Do not include the credit card information in the mail.

Make CHECK payable and remit to:

MED3*577*2635450CBPS

457884 279485 167108167
DONALD DUCK
3377 SPINDLETOP DR NW
KENNESAW, GA 30144-7360

**CLIENT NAME
3131 NEWMARK DR STE 100
MIAMISBURG, OH 45342**

YOUR LOGO HERE

Pay by credit card online anytime, day or night!
www.peryourhealth.com

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635450.1**
Due Date:	**Upon Receipt**

Patient:	DONALD DUCK	Transport To:	ABC HOSPITAL	Primary:	MEDICAID OF MA - MAS
Account:	BPS*2635450.1	Transport From:	1234 HAPPY PLACE 12345	Secondary:	Self Pay

Service Dt.	Service Description	Qty	Charges	Payments	Adjustments	You Owe
07/01/15	A0429 BLS EMERGENCY TRANSPORT 151820014	1	1200.00			
07/01/15	A0425 MILEAGE BLS	1.0	22.50			
	You Owe				0.00	1222.50

Total Amount You Owe
$ 1,222.50

Please be aware that the above summary represents Ambulance services from your medical provider.
You may receive a separate statement for services provided by the hospital.

CHANGE OF: ☐ Address ☐ Primary Insurance ☐ Supplemental Insurance

DONALD DUCK
BPS*2635450.1

Complete this form or go online to www.peryourhealth.com to make changes.

New Patient Address, City, State, Zip			New Phone#
Primary Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Supplemental Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Work connected Illness or Injury? ☐ Yes ☐ No	Auto Accident? ☐ Yes ☐ No	Date of Onset or Accident ___/___/___	
Employer Name	Address, City, State, Zip		

CAM 19-0210

Exhibit 6
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YOUR LOGO HERE

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635450.2**
Due Date:	**Upon Receipt**

CLIENT NAME provided AMBULANCE services to you.CUSTOM MESSAGE HERE

REQUEST FOR PAYMENT

Summary of Account

Total Charges	**$ 1,233.75**
Insurance Payments	$ 0.00
Insurance Adjustments	$ 0.00
Patient Payments	$ 0.00
Account Adjustments	$ 0.00
AMOUNT YOU OWE	**$ 1,233.75**

Your prompt payment is appreciated! Please see the following page for transaction details.

Payment, Insurance, & Billing Information

$ — MasterCard VISA PayPal AMERICAN EXPRESS DISCOVER **Pay by credit card online anytime, day or night! www.peryourhealth.com**

Certified, safe and secure credit card processing.

Visit us at www.peryourhealth.com to update your insurance, address, view your account, or send a message to our billing office.
ID: BPS*2635450 Access key: YGDQ5N

To contact the billing office, please call 800-555-1234 8:00 AM - 7:00 PM, EST - MONDAY THRU FRIDAY
Para asistencia en Español llame al numero de arriba.

Important Message:

We have previously contacted you requesting payment as a result of ambulance services provided to you.

Your account still has an outstanding balance and is **PAST DUE.** Please make payment immediately.

If you feel that we have not billed your insurance or billed the wrong insurance please complete this form and return it to us. Please see options below to submit payment.

Thank you for your prompt attention.

Please refer to the second page for more detailed information.

CUSTOM MESSAGE HERE

YOUR LOGO HERE

CLIENT NAME
999 MICKEY MOUSE
ORLANDO, FL 12345

Temp - Return Service Requested

Pay By Mail -- Please detach and return bottom stub with your check
-- Include account number on check and correspondence

Account		Patient	
BPS*2635450.2		DONALD DUCK	
Statement Date	Amount Due	Due Date	Amount Paid
7/13/15	$ 1,233.75	Upon Receipt	

For your protection: Do not include the credit card information in the mail.

Make CHECK payable and remit to:

MED3*577*2635450CBPS

457884 279485 167108168
DONALD DUCK
3377 SPINDLETOP DR NW
KENNESAW, GA 30144-7360

CLIENT NAME
3131 NEWMARK DR STE 100
MIAMISBURG, OH 45342

YOUR LOGO HERE

Pay by credit card online anytime, day or night!
www.peryourhealth.com

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635450.2**
Due Date:	**Upon Receipt**

Patient:	DONALD DUCK	Transport To:	ABC HOSPITAL	Primary:	BMC HEALTHNET
Account:	BPS*2635450.2	Transport From:	1234 HAPPY PLACE 12345	Secondary:	Self Pay

Service Dt.	Service Description	Qty	Charges	Payments	Adjustments	You Owe
07/03/15	A0429 BLS EMERGENCY TRANSPORT 151840037	1	1200.00			
07/03/15	A0425 MILEAGE BLS	1.5	33.75			
	You Owe				0.00	1233.75

Total Amount You Owe
$ 1,233.75

Please be aware that the above summary represents Ambulance services from your medical provider.
You may receive a separate statement for services provided by the hospital.

CHANGE OF: ☐ Address ☐ Primary Insurance ☐ Supplemental Insurance

DONALD DUCK
BPS*2635450.2

Complete this form or go online to www.peryourhealth.com to make changes.

New Patient Address, City, State, Zip			New Phone#
Primary Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Supplemental Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Work connected Illness or Injury? ☐ Yes ☐ No	Auto Accident? ☐ Yes ☐ No	Date of Onset or Accident ___/___/___	
Employer Name	Address, City, State, Zip		

YOUR LOGO HERE

CLIENT NAME provided AMBULANCE services to you.CUSTOM MESSAGE HERE

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635452.1**
Due Date:	**Upon Receipt**

REQUEST FOR PAYMENT

Summary of Account

Total Charges	**$ 1,256.25**
Insurance Payments	$ 0.00
Insurance Adjustments	$ 0.00
Patient Payments	$ 0.00
Account Adjustments	$ 0.00
AMOUNT YOU OWE	**$ 1,256.25**

Your prompt payment is appreciated! Please see the following page for transaction details.

Payment, Insurance, & Billing Information

MasterCard VISA PayPal **Pay by credit card online anytime, day or night!**
AMERICAN EXPRESS DISCOVER **www.peryourhealth.com**

Certified, safe and secure credit card processing.

Visit us at www.peryourhealth.com to update your insurance, address, view your account, or send a message to our billing office.
ID: BPS*2635452 Access key: RP1RCH

To contact the billing office, please call 800-555-1234 8:00 AM - 7:00 PM, EST - MONDAY THRU FRIDAY
Para asistencia en Español llame al numero de arriba.

Important Message:

Your insurance company has informed us that payment for ambulance services will be or has been sent directly to you.

Please remit payment to us promptly.

Please refer to the second page for more detailed information.

CUSTOM MESSAGE HERE

YOUR LOGO HERE

CLIENT NAME
999 MICKEY MOUSE
ORLANDO, FL 12345

Temp - Return Service Requested

MED3*577*2635452CBPS

457884 279485 167108169
DONALD DUCK
3377 SPINDLETOP DR NW
KENNESAW, GA 30144-7360

Pay By Mail -- Please detach and return bottom stub with your check
-- Include account number on check and correspondence

Account		Patient	
BPS*2635452.1		DONALD DUCK	
Statement Date	Amount Due	Due Date	Amount Paid
7/13/15	$ 1,256.25	Upon Receipt	

For your protection: Do not include the credit card information in the mail.

Make CHECK payable and remit to:

CLIENT NAME
3131 NEWMARK DR STE 100
MIAMISBURG, OH 45342

YOUR LOGO HERE

Pay by credit card online anytime, day or night!
www.peryourhealth.com

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635452.1**
Due Date:	**Upon Receipt**

Patient: DONALD DUCK   Transport To: ABC HOSPITAL   Primary: MEDICAID OF MA - MAS
Account: BPS*2635452.1   Transport From: 1234 HAPPY PLACE 12345   Secondary: Self Pay

Service Dt.	Service Description	Qty	Charges	Payments	Adjustments	You Owe
07/01/15	A0429 BLS EMERGENCY TRANSPORT 151820021	1	1200.00			
07/01/15	A0425 MILEAGE BLS	2.5	56.25			
	You Owe				0.00	1256.25

Total Amount You Owe
$ 1,256.25

Please be aware that the above summary represents Ambulance services from your medical provider.
You may receive a separate statement for services provided by the hospital.

- -

CHANGE OF: ☐ Address ☐ Primary Insurance ☐ Supplemental Insurance   DONALD DUCK
BPS*2635452.1

Complete this form or go online to www.peryourhealth.com to make changes.

New Patient Address, City, State, Zip			New Phone#
Primary Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Supplemental Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Work connected Illness or Injury? ☐ Yes ☐ No	Auto Accident? ☐ Yes ☐ No	Date of Onset or Accident ___/___/___	
Employer Name	Address, City, State, Zip		

CAM 19-0210

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CLIENT NAME provided AMBULANCE services to you.CUSTOM MESSAGE HERE

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635454.1**
Due Date:	**Upon Receipt**

REQUEST FOR PAYMENT

Summary of Account

Total Charges	**$ 1,202.25**
Insurance Payments	$ 0.00
Insurance Adjustments	$ 0.00
Patient Payments	$ 0.00
Account Adjustments	$ 0.00
AMOUNT YOU OWE	**$ 1,202.25**

Your prompt payment is appreciated! Please see the following page for transaction details.

Payment, Insurance, & Billing Information

Pay by credit card online anytime, day or night! www.peryourhealth.com

Certified, safe and secure credit card processing.

Visit us at www.peryourhealth.com to update your insurance, address, view your account, or send a message to our billing office.
ID: BPS*2635454 Access key: B4Q3W3

To contact the billing office, please call 800-555-1234 8:00 AM - 7:00 PM, EST - MONDAY THRU FRIDAY
Para asistencia en Español llame al numero de arriba.

Important Message:

You are receiving this statement for ambulance services provided to you and because your insurance carrier denied our claim.

Please contact your insurance carrier for any disputes.

At this time the balance due is your responsibility.

Please refer to the second page for more detailed information.

CUSTOM MESSAGE HERE

YOUR LOGO HERE
CLIENT NAME
999 MICKEY MOUSE
ORLANDO, FL 12345

Temp - Return Service Requested

Pay By Mail -- Please detach and return bottom stub with your check
-- Include account number on check and correspondence

Account		Patient	
BPS*2635454.1		DONALD DUCK	
Statement Date	Amount Due	Due Date	Amount Paid
7/13/15	$ 1,202.25	Upon Receipt	

For your protection: Do not include the credit card information in the mail.

Make CHECK payable and remit to:

MED3*577*2635454CBPS

457884 279485 167108170
DONALD DUCK
3377 SPINDLETOP DR NW
KENNESAW, GA 30144-7360

CLIENT NAME
3131 NEWMARK DR STE 100
MIAMISBURG, OH 45342

YOUR LOGO HERE

Pay by credit card online anytime, day or night!
www.peryourhealth.com

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635454.1**
Due Date:	**Upon Receipt**

Patient:	DONALD DUCK	Transport To:	ABC HOSPITAL	Primary:	MEDICARE OF MASSAC
Account:	BPS*2635454.1	Transport From:	1234 HAPPY PLACE 12345	Secondary:	MEDICAID OF MA - MAS

Service Dt.	Service Description	Qty	Charges	Payments	Adjustments	You Owe
07/01/15	A0429 BLS EMERGENCY TRANSPORT 151820023	1	1200.00			
07/01/15	A0425 MILEAGE BLS	.1	2.25			
		You Owe			0.00	1202.25

Total Amount You Owe
$ 1,202.25

Please be aware that the above summary represents Ambulance services from your medical provider.
You may receive a separate statement for services provided by the hospital.

- -

CHANGE OF: ☐ Address ☐ Primary Insurance ☐ Supplemental Insurance

DONALD DUCK
BPS*2635454.1

Complete this form or go online to www.peryourhealth.com to make changes.

New Patient Address, City, State, Zip			New Phone#
Primary Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Supplemental Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Work connected Illness or Injury? ☐ Yes ☐ No	Auto Accident? ☐ Yes ☐ No	Date of Onset or Accident ___/___/___	
Employer Name	Address, City, State, Zip		

CAM 19-0210

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YOUR LOGO HERE

CLIENT NAME provided AMBULANCE services to you.CUSTOM MESSAGE HERE

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635455.1**
Due Date:	**Upon Receipt**

REQUEST FOR PAYMENT

Summary of Account

Total Charges	**$ 1,242.75**
Insurance Payments	$ 0.00
Insurance Adjustments	$ 0.00
Patient Payments	$ 0.00
Account Adjustments	$ 0.00
AMOUNT YOU OWE	**$ 1,242.75**

Your prompt payment is appreciated! Please see the following page for transaction details.

Payment, Insurance, & Billing Information

MasterCard VISA PayPal DISCOVER

Certified, safe and secure credit card processing.

Visit us at www.peryourhealth.com to update your insurance, address, view your account, or send a message to our billing office.
ID: BPS*2635455 Access key: MYB1FV

To contact the billing office, please call 800-555-1234 8:00 AM - 7:00 PM, EST - MONDAY THRU FRIDAY
Para asistencia en Español llame al numero de arriba.

Important Message:

We previously contacted you requesting payment as a result of ambulance services provided to you.

Your account is **PAST DUE** and needs attention. Please make **FULL** payment immediately or contact our billing department today to make financial arrangements.

If you feel that your insurance has not been billed or we have filed to the wrong insurance please complete this form and return it to us immediately. You can also contact our customer service department.

This is your final notice.

Please refer to the second page for more detailed information.

CUSTOM MESSAGE HERE

YOUR LOGO HERE

CLIENT NAME
999 MICKEY MOUSE
ORLANDO, FL 12345

Temp - Return Service Requested

Pay By Mail

-- Please detach and return bottom stub with your check
-- Include account number on check and correspondence

Account		Patient	
BPS*2635455.1		DONALD DUCK	
Statement Date	Amount Due	Due Date	Amount Paid
7/13/15	$ 1,242.75	Upon Receipt	

For your protection: Do not include the credit card information in the mail.

Make CHECK payable and remit to:

MED3*577*2635455CBPS

457884 279485 167108171
DONALD DUCK
3377 SPINDLETOP DR NW
KENNESAW, GA 30144-7360

CLIENT NAME
3131 NEWMARK DR STE 100
MIAMISBURG, OH 45342

YOUR LOGO HERE

Statement Date:	7/13/15
Responsible Party:	DONALD DUCK
Account Number:	**BPS*2635455.1**
Due Date:	**Upon Receipt**

Patient: DONALD DUCK	Transport To: ABC HOSPITAL	Primary: MEDICAID OF MA - MAS
Account: BPS*2635455.1	Transport From: 1234 HAPPY PLACE 12345	Secondary: Self Pay

Service Dt.	Service Description	Qty	Charges	Payments	Adjustments	You Owe
07/01/15	A0429 BLS EMERGENCY TRANSPORT 151820024	1	1200.00			
07/01/15	A0425 MILEAGE BLS	1.9	42.75			
	You Owe				0.00	1242.75

Total Amount You Owe
$ 1,242.75

Please be aware that the above summary represents Ambulance services from your medical provider.
You may receive a separate statement for services provided by the hospital.

- -

CHANGE OF: ☐ Address ☐ Primary Insurance ☐ Supplemental Insurance

DONALD DUCK
BPS*2635455.1

Complete this form or go online to www.peryourhealth.com to make changes.

New Patient Address, City, State, Zip			New Phone#
Primary Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Supplemental Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Work connected Illness or Injury? ☐ Yes ☐ No	Auto Accident? ☐ Yes ☐ No	Date of Onset or Accident ___/___/___	
Employer Name	Address, City, State, Zip		

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References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP.

Please see below – we provide a similar scope of services to the agencies listed.

List two of your references that are Florida municipal agencies performing at least 20,000 emergency transports per year for each agency.

Please see the reference information for the City of Miami and Lee in the table below.

Provide five (5) reference accounts, preferably Florida government agencies, where your company's billing and EPCR solutions are both being used by each referenced client.

See references below.

Provide reference accounts (if applicable) where the agency has received a minimum EMSTARS EMS data quality score of 95% or higher within the last year. Information should include:

• **Client Name, address, contact person telephone and E-mail addresses (IMPORTANT, provide current e-mail addresses).**

• **Description of work.**

• **Year the project was completed.**

• **Total cost of the project, estimated and actual.**

Note: Do not include City of Ft Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

Change Healthcare EMS Billing Client References	
Lauderhill Fire Rescue	
Contact Person	Jason Clarke, Division Chief
Address	1980 NW 56 Avenue Lauderhill, Florida 33313
Telephone	954.730.2950 x2223
Email	jclarke@laudershill-fl.gov
Years Contracted	Client since 2018
Narrative Description	The City of Lauderhill selected us as the vendor of choice after a detailed RFP process in late 2017 which included hardware and ESO ePCR software as part of our solution. Immediately upon award our implementation team got to work to ensure that all milestones were met and guarantee that everyone would be ready by the target startup date of January 1, 2018. We met that deadline and have been providing the City improved customer service, compliance, and reporting since.
Annual Contract Value	$145,000

Margate Fire Rescue	
Contact Person	Luis Villar, EMS Division Chief
Address	600 Rock Island Road Margate, Florida 33063
Telephone	954.971.7010
Email	lvillar@margatefl.com
Years Contracted	Client since 2018
Narrative Description	In early 2017 the City of Margate decided to piggyback off our agreement with the City of Miami for our EMS Billing services. The City was required to give their current vendor a six-month notice. The notice was given, our agreement was signed, and our implementation team immediately began the project planning. Margate elected to obtain the ESO ePCR software and hardware on their own. We quickly created the interface and the project started on time on January 1, 2018. The City has seen improved customer service, compliance, and reporting since.
Annual Contract Value	$120,000
Fernandina Beach Fire Department	
Contact Person	Jason Higginbotham, Deputy Chief
Address	225 S. 14th Street Fernandina Beach, Florida 32034
Telephone	904.277.7331 x3150
Email	jhigginbotham@fbfl.org
Years Contracted	Client since 2009
Narrative Description	The City of Fernandina Beach contracted with us to provide EMS billing services in June 2009. Fernandina Beach is on Amelia Island and is among Florida's northernmost cities. With a mix of permanent residents and many tourists, they have their own unique set of challenges when it comes to ambulance billing. They chose us from over 10 vendors during the RFP process in 2009. Fernandina Beach was looking for a company that could improve its collection rate, improve patient response times, and improve the customer service provided to the City. Upon taking over, we met all three of these objectives and subsequently took over the AR from the previous vendor. When it came time to renew the contract in June 2014, the City of Fernandina did not hesitate, and signed a new five-year deal with us. We currently collect $330 per transport for the City of Fernandina Beach.
Annual Contract Value	$31,800

Indian River County Fire Department	
Contact Person	Cory Richter, Deputy Chief
Address	4225 43rd Avenue Vero Beach, Florida 32967
Telephone	772.633.3929
Email	crichter@ircgov.com
Years Contracted	Client since 2001
Narrative Description	One of our first steps upon contracting with Indian River was to establish electronic interfaces with each of the hospitals that receive Indian River patients. Before the end of the first fiscal year, Indian River's cash collections had jumped nearly 30%. Over time, their gross collection rate has increased to 66%; the national average is about 50%. Indian River's current revenue per transport is $343.
Annual Contract Value	$300,000
City of Miami Fire-Rescue	
Contact Person	Robert Hevia, Fire Chief
Address	1151 NW 7th Street, 3rd Floor Miami, Florida 33136
Telephone	305.416.5404
Email	robhevia@miamigov.com
Years Contracted	Client since 1999
Narrative Description	We have been providing EMS Billing Services to the City of Miami for over a decade. Revenue for the City of Miami has increases year over year. In addition to excellent customer service and superior reporting tools, we have provided several training sessions to all City of Miami Fire Rescue personnel to ensure that patient care reports are documented appropriately. In fiscal 2014, we increased the revenue for the City of Miami by over one million dollars.
Annual Contract Value	$545,850

Lee County EMS	
Contact Person	Benjamin Abes, Director Lee County Public Safety; Chief, EMS Officer
Address	14752 Ben C Pratt/Six Mile Cypress Parkway Fort Myers, Florida 33192
Telephone	239.533.3961
Email	benjamin.abes@leegov.com
Years Contracted	Client since 2014
Narrative Description	Lee County EMS chose us to provide a full spectrum of revenue cycle management services following a rigorous RFP process. Services include coding, claims, collections, compliance, customer service, denial management, and business intelligence reporting. We began billing in October 2014. In their last fiscal year, we exceeded collection expectations by $2 million. Lee County uses ImageTrend ePCR.
Annual Contract Value	$655,100
Coral Gables Fire Department	
Contact Person	Marcos De La Rosa, Division Chief
Address	2815 Salzedo Street Coral Gables, Florida 33134
Telephone	305.460.5771
Email	mdelarosa@coralgables.com
Years Contracted	Since 1994
Narrative Description	The City of Coral Gables has been a client since the mid-1990s. Together we have seen the industry change from hand written reports, to ePCRs that were first written on paper and then updated at the station, to today's ePCR systems of capturing patient information in the field using hand held devices and ePCR software. When we began performing their EMS billing functions we had a handful of EMS clients. We have grown together and today Change Healthcare has over 200 EMS billing clients and the department is certainly running more transports than they did in the '90s. We have provided many documentation training sessions for them through the years and have provided them with outstanding service.
Annual Contract Value	$50,000

Village of Key Biscayne Fire Rescue	
Contact Person	Eric Lang, Chief
Address	560 Crandon Boulevard Key Biscayne, Florida 33149
Telephone	305.365.8989
Email	elang@keybiscayne.fl.gov
Years Contracted	Since 2006
Narrative Description	The Village of Key Biscayne spent years performing transports without recouping funds for their hard work. In 2006 we helped the department convince the Village council to implement a soft form of EMS billing. Since then, the department has enjoyed funds that they otherwise would not have seen. We provide exemplary service to the Village.
Annual Contract Value	$10,000
Cedar Hill Fire Department	
Contact Person	Kevin Cunningham, EMS Chief
Address	1212 W Belt Line Road Cedar Hill, Texas 75104
Telephone	972.291.5100 x2333
Email	kevin.cunningham@cedarhilltx.com
Years Contracted	Since 2012
Narrative Description	Since 2012, Change Healthcare has contracted with Cedar Hill to provide billing services, hardware, and software to the city. Prior to contracting with us, the City was averaging $318 per transport. Currently, the City of Cedar Hill is generating an average of $430 per transport, an increase of 35% in transport revenue. Net collections for Cedar Hill are 89.7%. Cedar Hill uses Physio-Control HealthEMS ePCR system.
Annual Contract Value	$60,000

Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

Not applicable – Change Healthcare is not a M/WBE certified business.

Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

We do not plan to subcontract any part of the scope of work at this time, aside from the ePCR solution selected by the City.

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Warranties

Provide information on any warranties associated with your system

Our billing platform is available 24/7/365. We update our infrastructure on a continuous basis. Because we have a dedicated on-site IT staff that implements all necessary system upgrades, changes, and enhancements, there is never any processing downtime.

The proposed Panasonic Toughbook CF-20 rugged laptops include a 3-year extended warranty. In addition, each proposed ePCR vendor has their own warranty, as specified in their materials provided in the Attachments section of this proposal.

Items Not Included in Proposal

Discuss / explain in detail any requirements or preferences in the specification that your firm will not provide under this contract. Discuss items that are required / requested but are not included in your proposal.

Our proposal includes all elements requested or required in the City's RFP.

Additional Services / Products

List in detail any additional services, products, standards and/or practices that you offer which are included in your proposal price.

Electronic Signature Capabilities – We will check for an appropriate signature before billing patients. If we determine the required signature is missing, then we will send the patient a request for information letter (RFI). The RFI letter also contains the patient's user name and password to access our patient portal, www.peryourheath.com. The patient has the option to sign the RFI and mail it back or e-sign via the patient portal. The electronic signature process complies with CMS regulations.

We recently developed the electronic signature solution on our web portal, so it is too soon to quantify the results. However, this capability is an example of how we are always working to innovate our offerings to improve the experience for the patients. Instead of having to sign a piece of paper and mail a letter, now they can simply log into the portal and check a box. We believe the ease of this process will result in more signatures and lead to increased collections from Medicare.

Underpayment Follow-Up – During the posting process, we identify accounts for underpayment. If the total of the payment (plus the copay, plus the deductible) is less than the fee schedule amount, we identify the account as a contract not fulfilled and deliver it to the insurance follow-up specialists team for review and carrier follow-up.

We recovered over $500,000 in underpayments from a motor insurance carrier for one of our clients.

The following elements are true differentiators between Change Healthcare and our competitors.

- Unlike most other billing vendors, we own virtually every significant software system, tool, and process involved in revenue cycle management. Owning all pieces of the billing process end-to-end allows us to eliminate paperwork, accelerate processing, and reduce costs through automated processing.

- We provide billing services using our own platform, MDIV, supported by a team of 29 information technology professionals. A team of 29 professionals, including nine full-time programmers, provides customization to our proprietary billing platform, MDIV to meet your program requirements. Using our own billing software system allows us to respond rapidly to changes in the market for our expanding client base.

- Because we own and develop our billing platform, we can capture and report on virtually any data element you request. Our billing platform, MDIV, feeds a sophisticated data warehouse that houses our clients' data. Our clients use this warehouse to access custom reports, standard reports, and inquiries. Business Performance Insight, our business intelligence and reporting tool, enables our clients to access medical billing and accounts receivable management information on-demand using a Web browser and any Internet-enabled device. From high-level dashboards to drill-down and linked reports that provide the detail to make changes, Business Performance Insight helps get the answers needed to improve your performance. Custom dashboards, predefined alerts, dynamic charts, and flexible reports enable you to monitor key performance indicators and identify trends unique to you.

- We put your customers first because we understand the special bond that exists between you and the citizens you serve. Our communication with your customers on a day-to-day basis is professional, and we will conduct all interactions, whether verbal or written, with the highest standards. We have the experience, expertise, and passion to assist you with your ambulance billing program. We possess extensive knowledge and professional relationships with many EMS agencies, not only Florida, but throughout America.

- We have an unparalleled commitment to compliance invest more money in ensuring we are always compliant in every aspect of our business than any other vendor.

- We are the only billing company that owns its own clearinghouse. Our internal electronic Change Healthcare clearinghouse is used by many billing vendors to manage their electronic transactions. Our system manages over 1.9 billion financial transactions annually, valued at over $1.1 trillion. Many billing vendors use our clearinghouse solution to manage their electronic transactions. Our clearinghouse also provides an online insurance verification tool, providing the ability to confirm insurance coverage before filing a claim.

- We have the financial stability of a large company and yet we are still able to offer you personalized service like that of a small billing company. Because our business is divided by specialty, we can staff our programs with individuals with significant ambulance billing-specific experience and we can provide personalized service. The stability of our company provides us with the technology, people, and economic resources to provide the City of Fort Lauderdale with outstanding EMS billing services.

Installation

Provide your proposed timeline / schedule, from date of City award, to complete the delivery of all system components, including all equipment, hardware, software, and related City staff training to provide a complete system installation. (Use calendar days).

The following is a standard timeline for project implementation. Should you select us as the vendor of choice for this project, we will determine mutually agreeable dates based on your desired go-live date. Our suggested timeline to implement the billing system is 60 days and first process of payment within 75 days from contract award.

After selection as the vendor of choice, we expect the following to occur:

- A contract to be executed with appropriate approvals
- We will work with administrative and financial personnel to gather the appropriate demographic information from you as well as coordinate all pay-to address requirements
- Initiation of all credentialing for Medicare and applicable insurance providers
- Onsite administrative meetings

30 days from go-live:

- Electronic interface integrated and in-place with your systems
- Interface development/installation underway with your principal transport hospitals
- Testing and implementation of all scope of work items underway

15 days from go-live:

- All scope of work items completed and implemented
- Project manager and selected billing personnel trained and ready for go-live

Go-live:

- Change Healthcare to begin accepting transports from your organization

Implementation and Transition

Process Overview

Our clients have selected us as their EMS billing partner because we deliver on our commitment to their operational and financial success, which is dependent on successfully transitioning their revenue cycle operations to us. Based on our extensive experience, we have developed a collaborative approach. This means we work closely with you to understand your business and needs, and proactively identify and address potential problems before they arise - without you having to prompt us. As your valued partner, we also look for and let you know of opportunities for revenue improvement. We succeed only when you succeed.

Goal-Driven, Multi-Disciplinary Implementation Team – We assemble a professional multi-disciplinary revenue cycle Implementation team to address all aspects of your implementation project. Our Implementation team members possess extensive expertise in project management, information technology, operations management, clinical operations, government rules and regulations, payer relations, team communications, and quality assurance. This highly qualified team will implement our services to achieve your goals.

Planned Cash Ramp Period Maintains Cash Flow – To maintain your cash flow following transition, we establish a ramp period of several months depending on your situation. Within this period, a percentage of cash comes from new accounts receivable (A/R) worked by Change, and another percentage comes from the existing A/R work down.

Defined Workflow and Formal Project Plan Ensure Success – A successful transition requires structure and organization. Our implementation process leaves nothing to chance. We have developed and implemented a defined workflow to accomplish an effective and efficient implementation. We gather detailed information on your business operations and needs through staff interviews and document process flows to confirm we address all relevant issues.

We use this information to customize our proven, tested project plan to your unique situation. We also determine the resources, assign accountability, and establish the project timeline and critical path tasks for your review. At all times, we work together with you and your staff toward our mutual success.

Weekly Progress Meetings Keep Implementation on Track – Regular communications is another key to the success of your implementation. Our Implementation Team schedules weekly progress meetings with you and your staff to assess status on critical path tasks, address and resolve issues, and determine readiness in preparation for the date you transition to us. Following "go-live," our Implementation Team members remain available to handle any residual issues and to begin the post-live monitoring process.

Continual Performance Monitoring Grows Our Partnership – The implementation process presents the opportunity for our partnership to grow as we deliver on our commitments. Our implementation team regularly reports on progress, responds to questions and information requests, and follows up on issues to make sure every detail is covered. Our tools include a detailed Project Plan Checklist. Throughout the entire implementation process as well as after your transition, we continually monitor performance and adjust as needed to help ensure your financial results flourish.

Multi-Disciplinary Implementation Team Participants

Our multi-disciplinary EMS-dedicated, and experienced implementation team members work collaboratively to address all aspects of your transition to Change in the three key areas of overall project management.

Senior Management Oversight – Key management team members responsible for your successful transition include implementation project manager, your client manager and the vice president of EMS operations.

Implementation Process Management – The implementation project manager, the operations manager, and the credentialing/enrollment specialist will manage the day-to-day activities of your implementation.

Technology Management –The operations system support analyst and the information technology (IT) analyst will handle the technical aspects of your implementation.

Implementation Timeline

The implementation and transition process spans approximately 90 to 120 days beginning with the bid process including post go-live monitoring as shown in the below outline. We will design the implementation schedule to target your desired go-live date.

Transition to Change Healthcare EMS Billing	
Phase 1	Completion of Service Agreement/Contract
Phase 2	Kick-off Implementation Phase • Completion of Client Information Survey • Project Plan Development and Finalization • System Configuration Sessions • Weekly Processes and Readiness Assessments • Performance Monitoring
Phase 3	Go-Live with Change Healthcare • Performance Monitoring
Phase 4	Begin Monthly Account Management Executive Reviews

Implementation Team Roles

Our multi-disciplinary dedicated and experienced implementation team members are highly educated managers with years of experience working active EMS accounts receivables. We list the key responsibilities of each team member below.

Director, Implementations – Supervises the implementation processes and project managers; assists with removing obstacles compromising successful and timely implementation.

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Implementation Project Manager – Drives and monitors the overall implementation process; ensures accomplishment of critical tasks by target completion dates and assists with removing obstacles preventing the implementation from moving forward.

Client Manager – Participates in implementation process by acting as a liaison between the City and the operations staff; works with you to obtain the necessary information needed for billing and communicates implementation progress to your designated staff.

Vice President, EMS Operations – Works with the project manager, client manager, and operations team to assist with overseeing and facilitating the implementation process.

Operations Manager – Integral player on the team who becomes familiar with your organization during the implementation process. The Operations Manager will share your specific information with our billing staff to ensure they follow your billing policies. The Operations Manager is ultimately responsible for billing workflow once the implementation is complete.

Enrollment Specialist – Responsible for carrier enrollment, change updates to carriers and EDI/ERA/EFT enrollment.

Operations System Support Analyst – Builds utility files necessary for billing and works with the Programmers to develop interfaces, special reports, etc.

Technology Support Analyst – Develops demographic interfaces with hospitals, formats ePCR interface with your ePCR, and creates special reports, etc. you request; builds necessary infrastructure, connectivity, and supporting solutions.

Implementation Workflow

Our implementation workflow produces predictable and consistent results delivered by our multi-disciplinary team. Formalized implementation processes, project plans, and monitoring tools ensure closure of critical path tasks by target completion dates. We quickly identify and escalate obstacles that could hinder success. Accountability is built in to all implementation tasks. Post go-live monitoring focuses on the achievement of cash ramp-up expectations.

We provide our implementation workflow chart on the following page.

CHANGE HEALTHCARE

- Sales Cycle & Contract Signing
- Assign appropriate implementation manager / Assemble project team
- Review contractual obligation / Establish timeline & project plan
- Kick-off call or meeting / Establish project meetings
- Credentialing & enrollment
- Define client nuance requirements / Determine reporting needs
- Site walk-through & due diligence (as applicable)
- Resolve all tasks on task log
- Determine facility needs
- Network & hardware procurement / Facility set-up
- Define staffing requirements
- Staffing & training
- Define interface & extract requirements
- System set-up
- Testing validation & sign-off
- Go-live
- Charge & payment tracking post go-live
- Post go-live support

Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

We have provided this form on the following page.

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BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state,
in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) | Change Healthcare Technology Enabled Services LLC

Address: | 5995 Windward Parkway

City: | Alpharetta   State: | GA   Zip: | 30005

Telephone No. | 305-970-2780   FAX No. | 305-229-4322   Email: | Mauricio.Chavez@ChangeHealthcare.com

Delivery: Calendar days after receipt of Purchase Order **(section 1.02 of General Conditions)**: | 60-75

Total Bid Discount **(section 1.05 of General Conditions)**: | N/A

Does your firm qualify for MBE or WBE status **(section 1.09 of General Conditions)**:   MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	10/03/18				
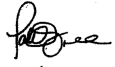
VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.**

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars ($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Patrick Free

Name (printed)

Signature

09/26/2018

Date:

VP, HAP Operations

Title

6

B. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

We have provided three separate cost proposals on the following pages – one for our services paired with each of the ePCR software options (ESO, ImageTrend, and Physio HealthEMS).

Notes:
1. Each ePCR software vendor has included their own NFRIS software as part of the proposal and it is included in the fee – there are no additional costs associated with the NFRIS software.
2. The percent fee quoted in each cost proposal is the same fee we will charge for administering services related to the PEMT program.

Pricing for Billing Services, Panasonic Toughbooks, & ESO ePCR Software

SECTION VI - COST PROPOSAL PAGE

Proposer Name: Change Healthcare Technology Enabled Services LLC

1) Bidder agrees to provide all labor, materials, components, and all other incidentals for a fully functional emergency medical services (EMS) reporting system including all hardware and software components that may be required in order to provide a comprehensive system to perform the functions outlined in the RFP specifications in accordance with the terms, conditions, and specifications contained in this RFP. EXCEPT FLORIDA MEDICAID CLAIMS. (Prior year quantities are not indicative of future use.)

Annual Estimated # of Claims (20,700) x Annual Estimated Revenue per Claims

($240) x   7.80 % (Vendor Percentage of Revenue (Fee) = $ 387,504   Total

Estimated Cost to the City / per year)

2) A flat fee for performing any billing associated with FLORIDA MEDICAID CLAIMS. This shall be PER billing, and shall not be a percentage. The City of Fort Lauderdale had approximately (5,300) of FLORIDA MEDICAID BILLINGS last year. This is an estimate only, based on prior year, and does not in any way guarantee that the contractor shall be paid this amount.

   $ 8.50   /per claim filed x 5,300 estimated annual claims = $ 45,050   /per year.

   TOTAL ANNUAL ESTIMATED COST TO THE CITY (Items 1+2): $ 432,554   /per year

   Above costs shall be fixed for the duration of the contract.

   Cost evaluations will be based on the total annual estimated cost from the line above.

   Optional / Additional Products:

   In the event that the vendor can provide services as referenced in section 2.2(H), what is the percentage of net revenue* ($700,000 X   7.80   %) (percentage of revenue Fee) = $ 54,600   (**Total annual estimated annual cost to the City**)

   * - The annual estimated net revenue is $700,000.

   In the event that the vendor provides a NFIRS software module, the estimated annual cost will be $ 0.00   (**annual vendor fee**) (if there is no cost please enter zero (0)

Pricing for Billing Services, Panasonic Toughbooks, & ESO ePCR Software (cont'd)

Cost for additional Tablet(s), including software/hardware, installation, service and maintenance, should City require additional Tablets to be placed in service during duration of the contract (beyond the number of specified units)

Price per additional Tablet $ 4,500.00 **/each**

Submitted by:

 Patrick Free
Name (printed)   Signature

 Vice President, HAP Operations

APPENDIX INDEX

Appendix A: Data to be collected by the EPCR software for Hospital Reporting purposes and State of Florida EMS Aggregate Report requirements

Appendix B: PCI Compliance Long Form (Data Security and Privacy)

Appendix C: Questionnaire

Pricing for Billing Services, Panasonic Toughbooks, & ImageTrend ePCR

SECTION VI - COST PROPOSAL PAGE

Proposer Name: Change Healthcare Technology Enabled Services LLC

1)   Bidder agrees to provide all labor, materials, components, and all other incidentals for a fully functional emergency medical services (EMS) reporting system including all hardware and software components that may be required in order to provide a comprehensive system to perform the functions outlined in the RFP specifications in accordance with the terms, conditions, and specifications contained in this RFP. EXCEPT FLORIDA MEDICAID CLAIMS. (Prior year quantities are not indicative of future use.)

> **Annual Estimated # of Claims (20,700) x Annual Estimated Revenue per Claims**
>
> **($240) x 7.10 % (Vendor Percentage of Revenue (Fee) = $ 352,728   Total**
>
> **Estimated Cost to the City / per year)**

2)   A flat fee for performing any billing associated with FLORIDA MEDICAID CLAIMS. This shall be PER billing, and shall not be a percentage. The City of Fort Lauderdale had approximately (5,300) of FLORIDA MEDICAID BILLINGS last year. This is an estimate only, based on prior year, and does not in any way guarantee that the contractor shall be paid this amount.

> **$ 8.50 /per claim filed x 5,300 estimated annual claims = $ 45,050   /per year.**

TOTAL ANNUAL ESTIMATED COST TO THE CITY (Items 1+2): $ 397,778   /per year

Above costs shall be fixed for the duration of the contract.

Cost evaluations will be based on the total annual estimated cost from the line above.

Optional / Additional Products:

In the event that the vendor can provide services as referenced in section 2.2(H), what is the percentage of net revenue* ($700,000 X   7.10   %) (percentage of revenue Fee) = $ 49,700   (**Total annual estimated annual cost to the City**)

* - The annual estimated net revenue is $700,000.

In the event that the vendor provides a NFIRS software module, the estimated annual cost will be $ 0.00   (**annual vendor fee**) (if there is no cost please enter zero (0)

Pricing for EMS Billing, Panasonic Toughbooks, & ImageTrend ePCR Software (cont'd)

Cost for additional Tablet(s), including software/hardware, installation, service and maintenance, should City require additional Tablets to be placed in service during duration of the contract (beyond the number of specified units)

Price per additional Tablet $ 4,500.00   **/each**

Submitted by:

 Patrick Free   _____
Name (printed)   Signature

 Vice President, HAP Operations   _____

APPENDIX INDEX

Appendix A: Data to be collected by the EPCR software for Hospital Reporting purposes and State of Florida EMS Aggregate Report requirements

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Pricing for Billing Services, Panasonic Toughbooks, & Physio HealthEMS ePCR

SECTION VI - COST PROPOSAL PAGE

Proposer Name: Change Healthcare Technology Enabled Services LLC

1) Bidder agrees to provide all labor, materials, components, and all other incidentals for a fully functional emergency medical services (EMS) reporting system including all hardware and software components that may be required in order to provide a comprehensive system to perform the functions outlined in the RFP specifications in accordance with the terms, conditions, and specifications contained in this RFP. EXCEPT FLORIDA MEDICAID CLAIMS. (Prior year quantities are not indicative of future use.)

Annual Estimated # of Claims (20,700) x Annual Estimated Revenue per Claims

($240) x 7.30 % (Vendor Percentage of Revenue (Fee) = $ 362,664   Total

Estimated Cost to the City / per year)

2) A flat fee for performing any billing associated with FLORIDA MEDICAID CLAIMS. This shall be PER billing, and shall not be a percentage. The City of Fort Lauderdale had approximately (5,300) of FLORIDA MEDICAID BILLINGS last year. This is an estimate only, based on prior year, and does not in any way guarantee that the contractor shall be paid this amount.

$ 8.50 /per claim filed x 5,300 estimated annual claims = $ 45,050   /per year.

TOTAL ANNUAL ESTIMATED COST TO THE CITY (Items 1+2): $ 407,714   /per year

Above costs shall be fixed for the duration of the contract.

Cost evaluations will be based on the total annual estimated cost from the line above.

Optional / Additional Products:

In the event that the vendor can provide services as referenced in section 2.2(H), what is the percentage of net revenue* ($700,000 X   7.30   %) (percentage of revenue Fee) = $ 51,100   (**Total annual estimated annual cost to the City**)

* - The annual estimated net revenue is $700,000.

In the event that the vendor provides a NFIRS software module, the estimated annual cost will be **$ 0.00   (annual vendor fee)** (if there is no cost please enter zero (0)

Pricing for Billing Services, Panasonic Toughbooks, & Physio HealthEMS ePCR (cont'd)

Cost for additional Tablet(s), including software/hardware, installation, service and maintenance, should City require additional Tablets to be placed in service during duration of the contract (beyond the number of specified units)

Price per additional Tablet $ _4,500.00_ **/each**

Submitted by:

_Patrick Free_____   _____
Name (printed)   Signature

_Vice President, HAP Operations_____   _____

APPENDIX INDEX

Appendix A: Data to be collected by the EPCR software for Hospital Reporting purposes and State of Florida EMS Aggregate Report requirements

Appendix B: PCI Compliance Long Form (Data Security and Privacy)

Appendix C: Questionnaire

APPENDIX C – BIDDER QUESTIONNAIRE

EMERGENCY MEDICAL SERVICES BILLING & ELECTRONIC PATIENT CARE REPORTING SERVICES

1. Do you have experience and knowledge of Florida Medicare and Medicaid billing for at least one (1) year and can you verify experience with a minimum two (2) Florida municipal agencies?

   Answer: Yes. We have over 28 years of experience with Florida Medicare and Medicaid billing with well over two Florida agencies.

2. Have you successfully   installed, integrated, tested and had acceptance of the proposed EPCR system for at least two (2) Florida governmental agencies within the last three (3) years.

   Answer: Yes. We have existing interfaces with ESO and ImageTrend ePCR systems with at least two Florida government agencies.

3. Does your software offer NFIRS (National Fire Incident Reporting Software) module for purchase?

   Answer:

4. Are you compliant with the Florida Emergency Medical Services Tracking and Reporting System (EMSTARS)?

   Answer: Yes, the ePCR systems proposed comply with EMSTARS.

5. Can you provide two (2) reference account where the agency has received a minimum EMSTARS EMS data quality score of 95% or higher within the last year?

   Answer: Both ImageTrend and ESO can provide reference accounts where the agency has received a minimum EMSTARS EMS data quality score of 95%.

6. Can you provide a copy of a recent SAS 70 type I or type II independent service auditor's report on the controls placed in its operations and data centers as well as a copy of its disaster and recovery policies and procedures?

   Answer: Yes, we can provide a copy of our most recent SSAE-16 SOC I Type 1 and Type 2 reports upon request by the City.

7. Can you provide two (2) reference accounts from Florida government agencies, where the vendor's billing and EPCR solutions are both being used by each referenced client?

   Answer: Please refer to the reference section of our proposal for current clients using either ESO or ImageTrend ePCR systems.

8. Do you have Customer Service Representatives (CSR) available seven days a week during normal business hours eastern standard time that can read, write, and speak fluently in English, Spanish, and Creole? It is not necessary that each CSR speak in all three languages but there must be sufficient CSRs available to conduct business in each language.

   Answer: Yes. All CSRs in our Doral, Florida operations center are fluent in English and Spanish. We use translation services to successfully interact with Creole speakers as well as speakers of other languages.

9. Do you have sufficient staffing to ensure smooth and efficient operation of Emergency Medical Transport Reporting, Billing, and Collection Services?

   Answer: Yes, we have designed our functional team structure to expand capacity easily to support the needs of a new client.

10. Can you provide technical support with trouble shooting and correcting issues that may arise with the computer laptop systems hardware, software and connectivity and provide application support to users entering EPCR reports and accessing the quality control application from desktop clients via a 1-800 number Computer Help Desk support line seven days a week 24 hours a day?

   Answer: Yes, technical support comes standard with both proposed ePCR solutions (ImageTrend and ESO).

11. Do you have a local office within Broward County, Dade County or Palm Beach County, FL with staff capable of meeting with City staff on an as needed basis?

   Answer: Yes, we will service the City's account out of our Doral, Florida office EMS billing Center of Excellence located within Miami-Dade County.

12. Do you have an office in Florida with staff capable of meeting with City staff on an as needed basis?

   Answer: Yes, our staff in Doral will be available to meet with City staff as needed.

13. If awarded the contract, what is your anticipated lead/implementation time?

   Answer: Our suggested timeline to implement the billing system is 60 days and first process of payment within 75 days from contract award.

C. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

We have provided this form on the following page.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS
None.	

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

D. Non-Discrimination Certification Form

This form is to be completed and inserted in this section.

We have provided this form on the following page.

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**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

(a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding $100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

(i)   The Contractor certifies and represents that it will comply with this section during the entire term of the contract.

(ii)   The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

| Patrick Free, VP, HAP Operations |

Print Name and Title

09/26/2018

Date

E. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section.

We have provided this form on the following page.

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CAM 19-0210
Exhibit 6
Page 136 of 324

LOCAL BUSINESS PRICE PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)

Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)

Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)

Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)

Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5)

Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) Change Healthcare TES

Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: Change Healthcare TES

AUTHORIZED
COMPANY
PERSON: Patrick Free, VP, HAP Operations

F. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently be able to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

We have completed the P-Card form and provided on the following page.

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CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

☒ Master Card

☒ Visa Card

We can accept either

Company Name: Change Healthcare Technology Enabled Services LLC

Patrick Free	
Name (Printed)	Signature

09/26/2018	VP, HAP Operations
Date:	Title

G. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

We have provided evidence of the required insurance coverage on the following pages.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2018

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME:		
MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 Attn: Atlanta.CertRequest@marsh.com Fax: 212-948-4321 CN118528062-EMDEO-E&O-18-19	PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		**NAIC #**
	INSURER A : AFB Lloyd's Syndicate		
INSURED Change Healthcare LLC 3055 Lebanon Road Nashville, TN 37214	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES   CERTIFICATE NUMBER: ATL-004859583-01   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 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			B0509FINPB1800012	03/01/2018	03/01/2019	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability policy contains Cyber coverage

CERTIFICATE HOLDER	CANCELLATION
City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301	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. Stephen R. Earp *Stephen R. Earp*

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/27/2018

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Tammy Adcock
MARSH, INC. 1801 WEST END AVE., SUITE 1500 NASHVILLE, TN 37203 Attn: Tammy.A.Adcock@marsh.com	PHONE (A/C, No, Ext): 615-340-2444 / (A/C, No):
	E-MAIL ADDRESS: Tammy.A.Adcock@marsh.com
CN118528062-EMDEO-GAWU-18-	

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Change Healthcare LLC 3055 Lebanon Road Nashville, TN 37214	INSURER A : Charter Oak Fire Insurance Company	25615
	INSURER B : N/A	N/A
	INSURER C : Starr Indemnity & Liability Company	38318
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: ATL-004857776-01 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 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			660 0J760255	03/01/2018	03/01/2019	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			BA 0J770120	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
C C C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1000002641 (AOS) 1000002642 -TX,AZ,CT,IA,NJ,NY,NC,VT 1000002643 (FL, MA, AK) 1000002644 (WI)	03/01/2018 03/01/2018 03/01/2018 03/01/2018	03/01/2019 03/01/2019 03/01/2019 03/01/2019	X PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301	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. Stephen R. Earp _Steph L R. Elcam_

CAM 19-0210

Exhibit 6

Table of Attachments

Attachment	Name
Attachment A	Sample Contract
Attachment B	ImageTrend ePCR Software Information
Attachment C	ESO ePCR Software Information
Attachment D	Physio HealthEMS ePCR Software Information

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Exhibit 6

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CHANGE HEALTHCARE

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (this "MA") is effective the latest date in the signature block below (the "Effective Date") between Change Healthcare Technology Enabled Services, LLC ("Service Provider") and _____ ("Client"), consisting of the MA Terms and Conditions and all Exhibits, Schedules, and Amendments. This MA governs all the Services described on a Service Schedule that is included in this MA during the term.

Subject to the terms and conditions of this MA, Client agrees to purchase from Service Provider, and Service Provider agrees to provide Client with, the service(s) listed in the table below (individually, a "Service" and collectively, the "Services"). The description of each Service provided under this MA and any additional terms and conditions relating to such Service are set forth in the Service Schedule referenced in the table below and attached hereto.

SERVICES	SERVICE SCHEDULE
Reimbursement Management Services (with ePCR and hardware) for Emergency & Non-Emergency Transport	Service Schedule 1
Business Performance Insight Services	Service Schedule 2

This MA is executed by an authorized representative of each party.

[CLIENT]

CHANGE HEALTHCARE TECHNOLOGY ENABLED SERVICES, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax ID: _____

Client: _____
_____

Service Provider:
5995 Windward Parkway
Alpharetta, Georgia 30005
Attention: President

Attention: _____

With a copy to the General Counsel at the same address

yes ☐   invoices sent to above address
no ☐

If no, list invoice address below:

_____
<Address>

_____
<City>, <State> <Zip Code>

Attention: _____

MA TERMS AND CONDITIONS

1. **TERM**
   1.1 This MA will begin on the Effective Date and continues until termination or expiration of each Schedule or amendment attached hereunder, unless earlier terminated as set forth herein.

   1.2 Further, this MA will remain in force so long as there is an active Service Schedule(s).

2. **SERVICES**
   2.1 <u>Responsibilities</u>.
       2.1.1 Service Provider will perform the Services set forth on the applicable Service Schedule(s) on behalf of Client.

       2.1.2 Service Provider agrees to perform the Services in accordance with all material applicable laws, rules and regulations, including applicable third-party payer policies and procedures.

       2.1.3 Client will provide Service Provider with the necessary data in the proper format to enable Service Provider to properly furnish the Services and any information set forth in the Service Schedule(s) on a timely basis and in a format reasonably acceptable to Service Provider (the "Client Responsibilities"). Client authorizes, to the extent necessary, and directs Service Provider to release any or all necessary data and information (including, without limitation, "Individually Identifiable Health Information" as such term is defined in 45 C.F.R. § 160.103) received by Service Provider. Further, Client shall obtain all necessary consents and agreement from patients to ensure that Service Provider can comply with all applicable federal and state laws and regulations in providing the Services including, but not limited to, HIPAA (as defined herein), and the Telephone Consumer Protection Act (47 U.S.C. Section 227) and related regulations, as well as similar state laws and regulations governing telephone communications with consumers. Client shall ensure that all information it provides to Service Provider may be used by Service Provider for telephone contacts, including obtaining and maintaining a record of the consent Client has obtained from patients to receive telephone contacts from or on behalf of Client.

   2.2 <u>Operating Procedures</u>.
       2.2.1 Client acknowledges (i) that the Services or obligations of Service Provider hereunder may be dependent on Client providing access to data, information, or assistance to Service Provider from time-to-time (collectively, "Cooperation"); and (ii) that such Cooperation may be essential to the performance of the Services by Service Provider. The parties agree that any delay or failure by Service Provider to provide the Services hereunder which is caused by Client's failure to provide timely Cooperation, as reasonably requested by Service Provider, shall not be deemed a breach of Service Provider's performance obligations under this MA. Therefore, Client hereby acknowledges that such variables are specifically excluded from Service Provider's liability under this MA.

       2.2.2 Client acknowledges that Service Provider has every incentive to perform the Services in a timely and proficient manner, but the timing and amount of collections generated by the Services are subject to numerous variables beyond Service Provider's control including, without limitation, (i) the inability of third parties or systems to accurately process data, (ii) the transmission of inaccurate, incomplete or duplicate data to Service Provider, (iii) untimely reimbursements or payer bankruptcies, (iv) late charge documentation submissions by Client, or (v) managed care contract disputes between payers and Client. Therefore, Client hereby acknowledges that such variables are specifically excluded from Service Provider's liability under this MA.

2.2.3 Service Provider will be the sole provider of the Services to Client.

3. **PAYMENT**

   3.1 <u>Lockbox</u>. An electronic lockbox will be maintained in Client's name at a bank designated by Client. All cash receipts will be deposited into the lockbox. Service Provider will have no ownership rights in the lockbox and will have no right to negotiate or assert ownership of checks made payable to Client. Client will be responsible for all fees associated with such lockbox.

   3.2 <u>Invoicing Terms</u>. Beginning on the Commencement Date (as defined in each Service Schedule), Client will pay all fees and other charges in U.S. dollars within 30 days after the invoice date. Prior to the Commencement Date, Client further agrees to establish an automatic electronic funds debit arrangement for paying Service Provider's invoices.

   3.3 <u>Late Payments</u>. Service Provider may charge Client interest on any overdue fees, charges, or expenses at a rate equal to the lesser of 1.5% per month or the highest rate permitted by law. Client will reimburse Service Provider for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

   3.4 <u>Suspension of the Services</u>. Service Provider reserves the right to suspend performance of the Services (i) for nonpayment of sums owed to Service Provider that are 30 days or more past due, where such breach is not cured within ten days after notice to Client, or (ii) if such suspension is necessary to comply with applicable law or order of any governmental authority.

   3.5 <u>Fee Change</u>. Either party may request a fee change in the event of a material change in legislation, Client's business or other market conditions which result in a material change in either the cost associated with Service Provider's provision of the Services or Service Provider's anticipated revenues under this MA. In addition, Service Provider may request a fee change in the event (i) Client fails to disclose to Service Provider information relating to Client's practice, which information, if disclosed prior to the Effective Date, would have led Service Provider to propose a higher fee or (ii) any of the information provided by Client to Service Provider upon which the practice assumptions set forth in any applicable Service Schedule are based, is or becomes inaccurate. In the event either party requests a change in the Fee, the requesting party will provide the non-requesting party with ninety (90) days' prior written notice (the "Notice Period") of the requested change (the "Notice") and such fee change will be effective at the end of the Notice Period. If the non-requesting party provides the requesting party written notice during any such Notice Period that any such fee change request is unacceptable to the non-requesting party, the MA will terminate at the end of the Notice Period and the Fee in place at that time will remain in effect until the end of the Workout Period, if any.

4. **GENERAL TERMS**

   4.1 <u>Confidentiality and Proprietary Rights.</u>

      4.1.1 <u>Use and Disclosure of Confidential Information</u>. Each party may disclose to the other party confidential information. Except as expressly permitted by this MA, neither party will: (i) disclose the other party's confidential information except (a) to its employees or contractors who have a need to know and are bound by confidentiality terms no less restrictive than those contained in this MA, or (b) to the extent required by law following prompt notice of such obligation to the other party, or (ii) use the other party's confidential information for any purpose other than performing its obligations under this MA. Client will not disclose nor cause its employees, agents and representatives to disclose to anyone Service Provider's business practices, trade secrets or Confidential Information, except as legally required. Each party will use all reasonable care in handling and securing the other party's confidential information and will employ all security measures used for its own proprietary information of similar nature. Notwithstanding the foregoing, Client agrees that Service Provider may de-identify Client information consistent with the HIPAA

Privacy Rule and use Client information and data from transactions received or created by Service Provider for statistical compilations or reports, research and for other purposes (the "Uses"). Such Uses shall be the sole and exclusive property of Service Provider.

4.1.2 Use and Disclosure of Billing Software.

(a) Client agrees that the software Service Provider uses to perform the Services (the "Billing System") is proprietary and confidential and that Service Provider is the sole owner or licensee of the Billing System. All report formats and reports generated by the Billing System are produced and will be made available to Client for internal operational purposes only.

(b) Client will not disclose or cause its employees, agents and representatives to disclose to anyone the Billing System or any information it receives about the Billing System, except as legally required.

4.1.3 Period of Confidentiality. The restrictions on use, disclosure and reproduction of confidential information set forth in Section 4.1, which are a "trade secret" (as that term is defined under applicable law) will be perpetual, and with respect to other confidential information such restrictions will remain in full force and effect during the term of this MA and for three years following the termination of this MA. Following the termination of this MA, each party will, upon written request, return or destroy all of the other party's tangible confidential information in its possession and will promptly certify in writing to the other party that it has done so.

4.1.4 Injunctive Relief. The parties agree that the breach, or threatened breach, of any provision of this Section 4.1 may cause irreparable harm without adequate remedy at law. Upon any such breach or threatened breach, the breached party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach, without having to post a bond or other security and without having to prove the inadequacy of other available remedies. Nothing in this Section 4.1.4 will limit any other remedy available to either party.

4.1.5 Retained Rights. Client's rights in the Services will be limited to those expressly granted in this MA. Service Provider and its suppliers reserve all intellectual property rights not expressly granted to Client. All changes, modifications, improvements or new modules made or developed with regard to the Services, whether or not (i) made or developed at Client's request, (ii) made or developed in cooperation with Client, or (iii) made or developed by Client, will be solely owned by Service Provider or its suppliers. Service Provider retains title to all material, originated or prepared for Client under this MA. Client is granted a license to use such materials in accordance with this MA. For purposes of clarification, all data used in the reports prepared by Service Provider in the performance of Services for Client, and all rights and interests therein, shall be the sole property of Client. The form of the reports, work product, including processes and templates used to prepare such reports shall be the sole property of Service Provider.

4.2 Termination.

4.2.1 Termination for Default. Either party may terminate this MA by providing 30 days prior written notice of termination to the other party, if the other party (i) materially breaches this MA and fails to remedy or commence reasonable efforts to remedy such breach within 15 days, and materially cure within 45 days, after receiving notice of the breach from the terminating party, (ii) materially breaches this MA in such a way that cannot be remedied, (iii) commences dissolution proceedings or (iv) ceases to operate in the ordinary course of business.

4.2.2 Termination for Payment Default. Service Provider may terminate this MA immediately if Client defaults on its payment obligations under this MA and such payment default is not cured within ten days of written notice from Service Provider.

4.2.3 Termination by Service Provider.

(a) Service Provider may immediately terminate this MA without incurring any liability to Client if Service Provider does not receive the clean test file or completed implementation discovery packet within three months of the Commencement Date of a Service Schedule and Client will pay Service Provider for all expenses incurred prior to the termination date; or

(b) If Service Provider uses third-party software to provide the Services, Client agrees to execute additional documents other than the MA, including but not limited to nondisclosure or proprietary material documentation that is reasonably required by Service Provider or any other third-party software licensor. If Client is unwilling to sign such additional documentation, Service Provider may terminate this MA 90 days after Service Provider presented the documentation to Client.

4.2.4 Termination by Client. Client may terminate this MA immediately if Service Provider fails to cure any material breach of the "Business Associate Agreement" (set forth on Exhibit A to this MA) within 30 days of Service Providers receipt of written notice from Client specifying the breach.

4.2.5 Termination Procedures – Service Provider Billing System. In the event this MA or any Service Schedule is terminated or expires, Client will notify Service Provider in writing no later than ten business days prior to the expiration or termination of the Service Schedule of its choice of either the option set forth in sub-Section (a) below or the option set forth in sub-Section (b) below as a means of transferring its accounts receivable from Service Provider to another provider of billing services (except as otherwise set forth in sub-Section (c) below, in which case only the procedures set forth in sub-Section (b) will apply).

(a) Workout Period. Upon the effective date of termination/expiration, Service Provider shall cease to enter new patient and charge data into the Billing System on behalf of Client, but will continue to perform the Services identified in the applicable Service Schedule at the then-current rates hereunder, for a period of 90 days with respect to all of Client's accounts receivable arising from charges rendered prior to the termination date (such period hereinafter referred to as the "Workout Period"). After the Workout Period, Service Provider will discontinue processing such accounts receivable, and after full payment of all fees owed (1) deliver to Client a final list of accounts receivable and (2) provide reasonable transitional services, as set forth on Exhibit C to this MA. After completion of the above, Service Provider will have no further obligations to Client, except as expressly set forth in this MA. The parties agree that all applicable terms and conditions of this MA will be in full force and effect until the end of the Workout Period.

(b) Fees. For Client's accounts receivable for which Service Provider receives a Fee based on a percentage of the Net Collections (as defined in the Service Schedule[s]), Client shall pay Service Provider, on or before the effective date of termination/expiration, a one-time fee equal to the average monthly invoice for the six (6) months immediately preceding the effective date of such termination multiplied by one and one-half (1.5) (the "Services Rendered Fee"). With respect to Client's accounts receivable for which Service Provider receives a Fee based on a set dollar amount, no additional fees shall be owed to Service Provider as of the effective date of

termination/expiration. Upon the effective date of termination/expiration of this MA or Service Schedule, Service Provider shall be immediately relieved of its obligation to provide any further Services on behalf of Client. After full payment of all fees owed, including but not limited to the Services Rendered Fee, Service Provider will deliver to Client a final list of accounts receivable and provide reasonable Transitional Services, as set forth on Exhibit C to this MA. After completion of the above, Service Provider will have no further obligations to Client, except as expressly set forth in this MA. The Services Rendered Fee does not limit the rights and remedies Service Provider may have against Client arising out of any breach of this MA.

(c) <u>Default Selection</u>. If (i) this MA is terminated by Service Provider pursuant to the terms set forth in Section 4.2.2, or (ii) Client fails to make the above-required selection in the allotted time, only the procedures set forth in Section 4.2.5(b) will apply with regards to any termination/expiration transition.

4.2.6 <u>Survival of Provisions</u>. Those provisions of this MA that, by their nature, are intended to survive termination or expiration of this MA will remain in full force and effect, including, without limitation, the following Sections of this MA: 3 (Payment), 4.1 (Confidentiality), 4.3 (Limitation of Liability), 4.6.3 (Books and Records), and 4.10-4.26 (Governing Law – Entire Agreement).

4.3 <u>Limitation of Liability</u>.

4.3.1 <u>Total Damages</u>. Service Provider's total cumulative liability in connection with, or related to this MA will be limited to the sum of fees paid by Client to Service Provider during the 12-month period preceding the date of the claim, as applicable, whether based on breach of contract, warranty, tort, product liability, or otherwise. Service Provider will have no liability for systems beyond the control of Service Provider.

4.3.2 <u>Exclusion of Damages</u>. IN NO EVENT WILL SERVICE PROVIDER BE LIABLE TO CLIENT UNDER, IN CONNECTION WITH, OR RELATED TO THIS MA FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

4.3.3 <u>Material Consideration</u>. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS ARE A MATERIAL CONDITION FOR THEIR ENTRY INTO THIS MA.

4.4 <u>Internet Disclaimer</u>. CERTAIN PRODUCTS AND SERVICES PROVIDED BY SERVICE PROVIDER UTILIZE THE INTERNET. SERVICE PROVIDER DOES NOT WARRANT THAT SUCH SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. SERVICE PROVIDER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM SERVICE PROVIDER'S OR CLIENT'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CLIENT'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ACCORDINGLY, SERVICE PROVIDER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE ABOVE EVENTS.

4.5 <u>Civil Monetary Fine or Penalty</u>. Service Provider will pay any civil or monetary fine or penalty and interest (but not overpayments) assessed against Client by Medicare, Medicaid or other third-party health insurance provider arising out of Service Provider's sole negligence or

willful misconduct in the performance of its obligations under this MA. Overpayments received by Client are the sole responsibility of Client.

4.6   Audits.

4.6.1   Internal Audit by Client. Client may use its own internal resources ("Internal Auditors") to perform audits of Service Provider's accuracy and correctness of the accounting and internal controls performed and maintained by Service Provider. Service Provider will provide the Internal Auditors with information that the Internal Auditor determines to be reasonably necessary to perform and complete the audit procedures. Client agrees that an audit conducted under this section will be conducted at such times and in a manner that avoids undue disruption of Service Provider's operations.

4.6.2   Third-Party Audit by Client. Client may engage, at its own expense, independent, external, third-party auditors ("Third-Party Auditors") to perform audits of Service Provider's accuracy and correctness of the accounting and internal control performed and maintained by Service Provider. If Client engages Third-Party Auditors, who perform, or are associated with a group who performs, billing and accounts receivable management services substantially similar to any of the Services identified on any Service Schedule to this MA, such Third-Party Auditors may not visit Service Provider's processing facility or audit the actual billing and collection process. Service Provider will provide the information that the Third-Party Auditors determine to be reasonably necessary to perform and complete all audit procedures.   The Third-Party Auditors shall execute Service Provider's "Confidentiality Agreement", substantially in the form attached hereto as Exhibit B, prior to the start of the audit. Client agrees that an audit conducted under this section will be conducted at such times and in a manner that avoids undue disruption of Service Provider's operations.

4.6.3   Books and Records. If required by Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. Section 1395x(v)(I)(i) and (ii), for a period of four years after the Services are furnished, the parties agree to make available, upon the written request of the Secretary of Health and Human Services, the Comptroller General, or their representatives, this MA and such books, documents, and records as may be necessary to verify the nature and extent of the Services with a value or cost of $10,000 or more over a twelve month period.

4.7   Warranties.
4.7.1   Service Provider.
   (a)   Prior to the Commencement Date.   Unless Service Provider provided Services prior to the Commencement Date of any Service Schedule, Client will be responsible for all matters related to Client's practice prior to the Commencement Date, including, but not limited to, Client's billings, collections, third party reimbursements, accounts receivable and credit balances.

   (b)   Disclaimer of Warranties. Service Provider disclaims any warranties or representations pertaining to the timing and amount of collections generated by the Services. Client acknowledges and agrees that Client is solely responsible for refunding any overpayments and processing any unclaimed property payments. Service Provider will provide Client with written notice of unresolved credit balances of which Service Provider becomes aware (such as overpayments or unclaimed property).

4.7.2 Client.

    (a) Charges and Information.

        (i) Client represents and warrants that it will forward to Service Provider (pursuant to the applicable Service Schedule[s]) only charges for which Client is entitled to bill. Client agrees to monitor and to refrain from knowingly submitting false or inaccurate information, charges, documentation or records to Service Provider and to ensure that the documentation provided by Client or an agent of Client to Service Provider supports the medical services provided by Client. Client acknowledges and agrees it has an obligation to report and correct any credible evidence of deficiencies on the part of Client. Client also acknowledges that Service Provider does not make a determination of medical necessity for any claims.

        (ii) Client acknowledges and agrees that Service Provider is not a collection agency. Client represents and warrants that any debt or account referred to Service Provider pursuant to this MA is not in default or delinquent or has not been written off as bad debt. If any accounts are found to be written off, in default or otherwise delinquent, Client agrees to immediately recall those accounts from Service Provider's responsibility under this MA.

    (b) Release of Information. Client represents and warrants that Client has obtained a release of information and insurance assignment of benefits from all individuals for whom Client is submitting charges to Service Provider for the provision of the Services and will immediately notify Service Provider if such release of information and insurance assignment of benefits is changed or revoked or if such individual refused/failed to execute such documents. Client further agrees to provide a copy of such signed documents upon Service Provider's request. The term "individuals" in this Section refers to the individual physicians/practitioners, or group members, on whose behalf the Client is directing Service Provider to submit claims

4.8 Business Associate. The parties agree to the obligations set forth in Exhibit A.

4.9 Exclusion From Federal Healthcare Programs. Each party warrants that it is not currently listed by a Federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal health care program. Each party agrees that it will not employ, contract with, or otherwise use the services of any individual whom it knows or should have known, after reasonable inquiry, (i) has been convicted of a criminal offense related to health care (unless the individual has been reinstated to participation in Medicare and all other Federal health care programs after being excluded because of the conviction), or (ii) is currently listed by a Federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal health care program. Each party agrees that it will immediately notify the other in the event that it, or any person in its employ, has been excluded, debarred, or has otherwise become ineligible for participation in any Federal health care program. Each party agrees to continue to make reasonable inquiry regarding the status of its employees and independent contractors on a regular basis by reviewing the General Services Administration's List of Parties Excluded from Federal Programs and the HHS/OIG List of Excluded Individuals/Entities.

4.10 Governing Law. This MA is governed by and will be construed in accordance with the laws of the State of Georgia, exclusive of its rules governing choice of law and conflict of laws and any version of the Uniform Commercial Code. Each party agrees that exclusive venue for all actions, relating in any manner to this MA will be in a federal or state court of competent jurisdiction located in Fulton County, Georgia.

4.11 Claims Period. Any action relating to this MA and any claim for damages, including, but not limited to, a claim for recurring damages arising out of the same cause or event, other than collection of outstanding payments, must be commenced within six months after the date upon which the cause of action occurred.

4.12 Assignment and Subcontracts. Neither party will assign this MA without the prior written consent of the other party, which will not be unreasonably withheld, delayed or conditioned. Service Provider may, upon notice to Client, assign this MA to any affiliate or to any entity resulting from the transfer of all or substantially all of Service Provider's assets or capital stock or from any other corporate reorganization. Service Provider may subcontract its obligations under this MA.

4.13 Severability. If any part of a provision of this MA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this MA will not be affected.

4.14 Notices. All notices relating to the parties' legal rights and remedies under this MA will be provided in writing and will reference this MA. Such notices will be deemed given if sent by: (i) postage prepaid registered or certified U.S. Post mail, then five working days after sending; or (ii) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth on the cover page hereto, or to such other address as may be designated by that party by notice to the sending party.

4.15 Waiver. Failure to exercise or enforce any right under this MA will not act as a waiver of such right.

4.16 Force Majeure. Except for the obligation to pay money, a party will not be liable to the other party for any failure or delay caused in whole or in material part to any cause beyond its sole control, including but not limited to fire, accident, labor, dispute or unrest, flood, riot, war, rebellion, insurrection, sabotage, terrorism, transportation delays, shortage of raw materials, energy, or machinery, acts of God or of the civil or military authorities of a state or nation, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

4.17 Amendment. This MA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both parties. To avoid doubt, this MA may not be amended via electronic mail or other electronic messaging service.

4.18 No Third-Party Beneficiaries. Except as specifically set forth in a Service Schedule, nothing in this MA will confer any right, remedy, or obligation upon anyone other than Client and Service Provider.

4.19 Relationship of Parties. Each party is an independent contractor of the other party. This MA will not be construed as constituting a relationship of employment, agency, partnership, joint venture or any other form of legal association. Neither party has any power to bind the other party or to assume or to create any obligation or responsibility on behalf of the other party or in the other party's name.

4.20 Non-solicitation of Employees. During the term of this MA and for a period of 12 months following the termination of this MA, each party agrees not to employ, contract with for services, solicit for employment on its own behalf or on behalf of any third party, or have ownership in any entity which employs or solicits for employment, any individual who (i) was an employee of the other or its parent, affiliates or subsidiaries at any time during the preceding 12 months and (ii) was materially involved in the provision or receipt of the Services hereunder without the prior written consent of the other party. Notwithstanding the foregoing, upon any termination of this MA, Client may rehire any individual who was employed by Client on the Effective Date, and who was hired by Service Provider on or after such date. Each party agrees that the other party does not have an adequate remedy at law

to protect its rights under this Section and agrees that the non-defaulting party will have the right to injunctive relief from any violation or threatened violation of this Section.

4.21   <u>Publicity</u>. The parties may publicly announce that they have entered into this MA and describe their relationship in general terms, excluding financial terms. The parties will not make any other public announcement or press release regarding this MA or any activities performed hereunder without the prior written consent of the other party.

4.22   <u>Construction of this MA</u>. This MA will not be presumptively construed for or against either party. Section titles are for convenience only. As used in this MA, "will" means "shall," and "include" means "includes without limitation." The parties may execute this MA in one or more counterparts, each of which will be deemed an original and one and the same instrument.

4.23   <u>Conflict Between MA and Schedules</u>. In the event of any conflict or inconsistency in the interpretation of this MA (including its Service Schedules and all Amendments executed hereunder), such conflict or inconsistency will be resolved by giving precedence according to the following order: (a) the Amendment, (b) the Service Schedule, (c) the MA Terms and Conditions and Exhibits, (d) documents incorporated by reference.

4.24   <u>Section Headings</u>. The Section headings used herein are for convenience only and shall not be used in the interpretation of this MA.

4.25   <u>Authority</u>. Service Provider and Client represent and warrant that they have the full power and authority to enter into this MA, that there are no restrictions or limitations on their ability to perform this MA, and that the person executing this MA has the full power and authority to do so.

4.26   <u>Entire Agreement</u>. This MA, including Service Schedules, Exhibits, Amendments, and documents incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter.

EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT ("BAA")

This Business Associate Agreement ("Agreement") is entered into by and between Service Provider ("Business Associate") and Client ("Covered Entity"). Business Associate and Covered Entity may be individually referred to as a "Party" and, collectively, the "Parties" in this Agreement. This Agreement shall be incorporated into and made part of the Underlying Agreement (as defined below).

STATEMENT OF PURPOSE

Pursuant to the Underlying Agreement, Business Associate provides services to Covered Entity and Covered Entity discloses certain information, including PHI (as defined below), to Business Associate. The purpose of this Agreement is to protect the privacy and provide for the security of such PHI in compliance with the Privacy Rule and Security Rule.

SECTION 1: DEFINITIONS

"Electronic Protected Health Information" or **"Electronic PHI"** will have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that Business Associate creates, receives, maintains or transmits from or on behalf of Covered Entity.

"Privacy Rule" will mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

"Protected Health Information" or **"PHI"** will have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

"Security Rule" will mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C

"Underlying Agreement" will mean the applicable written services agreement(s) between Covered Entity and Business Associate under which Covered Entity may disclose PHI to Business Associate.

Capitalized Terms. Capitalized terms used in this Agreement and not otherwise defined herein will have the meanings set forth in the Privacy Rule and the Security Rule which definitions are incorporated in this Agreement by reference.

SECTION 2: PERMITTED USES AND DISCLOSURES OF PHI

2.1   Uses and Disclosures of PHI Pursuant to the Underlying Agreement. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

2.2   Permitted Uses of PHI by Business Associate. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

2.3   Permitted Disclosures of PHI by Business Associate. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that the 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 will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon Business Associate pursuant to this Agreement), and that the person agrees to notify Business Associate of any instances in which it is aware that the confidentiality of the information has been breached.

2.4   Data Aggregation. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services for the Health Care Operations of the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

2.5   De-identified Data. Business Associate may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data unless prohibited by applicable law.

SECTION 3:   OBLIGATIONS OF BUSINESS ASSOCIATE

3.1   Appropriate Safeguards.   Business Associate will use appropriate administrative, physical, and technical safeguards to comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this Agreement. Except as expressly provided in the Underlying Agreement or this Agreement, Business Associate will not assume any obligations of Covered Entity under the Privacy Rule. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

3.2   Reporting of Improper Use or Disclosure, Security Incident or Breach. Business Associate will report to Covered Entity any use or disclosure of PHI not permitted under this Agreement, Breach of Unsecured PHI or any Security Incident, without unreasonable delay, and in any event no more than fourteen (14) days following discovery; provided, however, that 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 below). "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. Business Associate's notification to Covered Entity of a Breach will comply with the requirements set forth in 45 C.F.R. § 164.404.

3.3   Business Associate's Agents. Business Associate will enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate for services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are no less restrictive than those that apply through this Agreement to Business Associate with respect to such PHI.

3.4   Access to PHI. To the extent Business Associate agrees in the Underlying Agreement to maintain any PHI in a Designated Record Set, Business Associate agrees to make such information available to Covered Entity pursuant to 45 C.F.R. § 164.524, within ten (10) business days of Business Associate's receipt of a written request from Covered Entity; provided, however, that Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity.

3.5   Amendment of PHI. To the extent Business Associate agrees in the Underlying Agreement to maintain any PHI in a Designated Record Set, Business Associate agrees to make such information available to Covered Entity for amendment pursuant to 45 C.F.R. § 164.526 within ten (10) business days of Business Associate's receipt of a written request from Covered Entity.

3.6   Documentation of Disclosures. Business Associate will document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.7   Accounting of Disclosures. Business Associate will provide to Covered Entity, within twenty (20) business days of Business Associate's receipt of a written request from Covered Entity, information collected in accordance with Section 3.6 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.8   Governmental Access to Records. Business Associate will make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate

on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining compliance with the Privacy Rule and the Security Rule.

3.9   Mitigation. To the extent practicable, Business Associate will cooperate with Covered Entity's efforts to mitigate a harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that is not permitted by this Agreement.

3.10   Minimum Necessary. Business Associate will request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.

SECTION 4: CHANGES TO PHI AUTHORIZATIONS

Covered Entity will notify Business Associate fifteen (15) days, if practicable, prior to the effective date of (1) any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, (2) any changes in, or revocation of, permission by an Individual to use or disclose PHI, or (3) any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522. Covered Entity will make such notification to the extent that such limitation, restriction, or change may affect Business Associate's use or disclosure of PHI.

SECTION 5: TERM AND TERMINATION

5.1   Term. The term of this Agreement will commence as of the Effective Date, and will terminate when all of the PHI 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.

5.2   Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of this Agreement, such Party may terminate this Agreement immediately if cure is not possible. Otherwise, the non-breaching party will provide written notice to the breaching Party detailing the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such thirty (30) day cure period, the non-breaching Party may terminate this Agreement and the affected underlying product or service if the breaching party does not cure the breach or if cure is not possible.

5.3   Effect of Termination.

5.3.1   Except as provided in Section 5.3.2, upon termination of the Underlying Agreement or this Agreement for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, at Covered Entity's expense, and will retain no copies of the PHI. This provision will apply to PHI that is in the possession of subcontractors or agents of Business Associate.

5.3.2   If it is infeasible for Business Associate to return or destroy the PHI upon termination of the Underlying Agreement or this Agreement, Business Associate will: (a) extend the protections of this Agreement to such PHI and (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3.3   The respective rights and obligations of Business Associate under Section 5.3 of this Agreement will survive the termination of this Agreement and the Underlying Agreement.

SECTION 6: COOPERATION IN INVESTIGATIONS

The Parties acknowledge that certain breaches or violations of this Agreement may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party will cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

SECTION 7: COMPLIANCE WITH LAW

Business Associate will comply with all applicable federal privacy and security laws governing PHI, as they may be amended from time to time.

SECTION 8: AMENDMENT

This Agreement may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties. In addition, if any relevant provision of the Privacy Rule or the Security Rule is amended in a manner that changes the obligations of Business Associate or Covered Entity that are embodied in terms of this Agreement, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this Agreement to give effect to such revised obligations.

SECTION 9: GENERAL

This Agreement is governed by, and will be construed in accordance with, the laws of the State that govern the Underlying Agreement. Covered Entity will not assign this Agreement without the prior written consent of Business Associate, which will not be unreasonably withheld. All notices relating to the Parties' legal rights and remedies under this Agreement will be provided in writing to a Party, will be sent to its address set forth in the Underlying Agreement, or to such other address as may be designated by that Party by notice to the sending Party, and will reference this Agreement. Nothing in this Agreement will confer any right, remedy, or obligation upon anyone other than Covered Entity and Business Associate.

EXHIBIT B
CONFIDENTIALITY AGREEMENT

Service Provider and ___ *[insert name of Client]*___ ("Client") have entered into an agreement whereby Service Provider provides certain services (the "Services") to Client (the "Master Services Agreement"). Client has entered into a contractual relationship with _____[*insert name of person/entity performing the audit*]____ ("Recipient") and instructs Service Provider to allow Recipient to review certain information in Service Provider's possession regarding Client's business and accounts receivable billing and collections performed by Service Provider ("Client Proprietary Information"). Therefore, in consideration of the mutual covenants and conditions contained in this Confidentiality Agreement (the "Confidentiality Agreement"), Recipient and Client agree as follows:

A. During the course of Recipient's examination and review of Client Proprietary Information, Recipient may be exposed to or review certain proprietary information regarding Service Provider ("Service Provider Proprietary Information"). Service Provider Proprietary Information refers to any and all data and information relating to the business of Service Provider which has value to Service Provider and is not generally known by its competitors or the public, including, without limitation, financial information, inventions, methods, techniques, actual or potential customers and suppliers, the Master Services Agreement, Service Provider's business practices or other trade secrets or confidential information of Service Provider, all report formats, and existing and future products and computer systems and software. Recipient acknowledges and agrees that all Service Provider Proprietary Information and all physical embodiments thereof are confidential to Service Provider and are and will remain the sole and exclusive property of Service Provider. All Service Provider Proprietary Information acquired by Recipient will be kept strictly confidential and will not be disclosed to any other person or entity (including any entity affiliated with or any division of Recipient).

B. Service Provider Proprietary Information does not include information which (i) is publicly known or which becomes publicly known through no act or failure to act on the part of Recipient; (ii) is lawfully obtained by Recipient from any third party entitled to disclose such information; (iii) is in the lawful possession of Recipient prior to such information having been disclosed to Recipient by Service Provider; or (iv) is independently developed by Recipient.

C. Recipient further agrees that during Recipient's engagement by Client and for a period of one (1) year following any termination of Recipient's engagement for whatever reason, Recipient will not, directly or indirectly, on Recipient's own behalf or in the service of, or on behalf of any other individual or entity, divert, solicit or hire away, or attempt to divert, solicit or hire away, to or for any individual or entity, any person employed by Service Provider, whether or not such employee is a full-time employee, temporary employee, leased employee or independent contractor of Service Provider, whether or not such employee is employed pursuant to written agreement and whether or not such employee is employed for a determined period or at-will.

D. Recipient acknowledges that great loss and irreparable damage would be suffered by Service Provider if Recipient should breach or violate the terms of this Confidentiality Agreement. In the event Recipient breaches or violates this Confidentiality Agreement, Recipient agrees that Service Provider would not have an adequate remedy at law and, therefore, that Service Provider would be entitled to a temporary restraining order and permanent injunction to prevent a breach of any of the terms or provisions contained in this Confidentiality Agreement, in addition to any monetary damages that may be available at law or equity. Recipient's obligations under this Confidentiality Agreement will survive indefinitely.

E. Recipient represents and warrants that (i) it has the full power and authority to enter into this Confidentiality Agreement, and (ii) the person executing this Confidentiality Agreement has the full power and authority to do so.

IN WITNESS WHEREOF, Recipient has signed this Confidentiality Agreement as of the date below written.

RECIPIENT: _____

By: _____

Print Name: _____

Title: _____

Date: _____

| SAMPLE |
| (No Signature Required) |

CLIENT: *[INSERT CLIENT NAME]*

By:_____

Print Name:_____

Title:_____

Date:_____

| SAMPLE |
| (No Signature Required) |

EXHIBIT C

TRANSITION SPECIFICS

Upon termination or expiration of this MA, for any reason, Service Provider agrees to provide the following assistance to Client or Client's designated agent to transfer Service Provider's responsibilities under this MA and Service Schedule to Client or Client's designated agent ("Transitional Services"):

Data specifications	Patient information will be provided via a write-protected CD. Detailed specifications will be provided to Client or Client's designated agent.
Technical and Operational contacts	Service Provider Support contacts will be provided to answer questions regarding the specifications document and operational requirements. Questions may be presented by Client or its designee.
Test CD	A test CD will be provided containing 100 patient accounts and their associated transaction activity.
Final CD	A final CD will include all debit and credit balance accounts residing in the active AR. Zero balance accounts will be provided up to the age of two years (based on the date the account was placed on the system). Patient demographic and transaction information is included.
Utility file codes	Listings will be provided to Client or its designee for the following files:

        Charge codes, description and CPT
        Referring physician code, name and NPI (if available)
        Performing physician, code and name
        Location of service, code and description
        Transaction codes and description

SERVICE SCHEDULE 1
REIMBURSEMENT MANAGEMENT SERVICES (WITH EPCR)
FOR EMERGENCY & NON-EMERGENCY TRANSPORT

The MA Terms and Conditions and this Service Schedule apply to all services rendered by Service Provider under this Service Schedule.

1. **TERM**
    1.1 <u>Initial Term of Schedule</u>. The initial term of this Service Schedule is three years (the "Schedule 1 Term") beginning _____, 20_____ (the "Schedule 1 Commencement Date").

    1.2 <u>Automatic Renewal</u>. This Service Schedule will automatically renew for one-year terms unless (i) either party delivers to the other written notice of termination at least 90 days prior to the expiration of the then-current term, or (ii) as otherwise set forth in the MA.

2. **SCOPE OF SERVICES**
    2.1 <u>Scope</u>. Service Provider will provide the services as specified below based on information provided by Client for services rendered by Client in accordance with the terms of the MA and this Service Schedule.

    2.2 <u>Responsibilities</u>. Each party agrees to perform its respective responsibilities identified below in a timely and diligent manner. Client acknowledges and agrees that Service Provider's performance of the Services described herein is dependent upon Client's performance of its responsibilities as set forth in this Service Schedule.

    2.2.1 <u>Service Provider Responsibilities</u>. Each party agrees to perform its respective responsibilities identified below in a timely and diligent manner. Client acknowledges and agrees that Service Provider's performance of the Services described herein is dependent upon Client's performance of its responsibilities as set forth in this Service Schedule.

    (a) <u>Billing Responsibilities</u>. Service Provider will:

    (i) Process all demographic and charge information entered into the billing system based on the information provided by Client, including the schedule of fees;

    (ii) Process all required insurance forms whether submitted electronically or on hard copy. Insurance claims will be submitted at least weekly based on the availability of information received from the Client;

    (iii) Provide all HCFA-1500 universal claim forms needed to submit claims for provided by the Client;

    (iv) Print and mail patient statements for accounts with patient balances greater than $5.00. Mail up to two statements and provide telecollect call according to the schedule set forth by the Client, to patients for fees not reimbursed by third-party payments including deductibles, co-payments and non-covered services for which the Client maintains appropriate waiver documentation. Client will specify if residents receive a balance due statement and if unpaid patient balance due amounts are written-off or forwarded to a collection agency for further activity;

    (v) Receive from Client's lockbox, notification of payment and original remittance advices, and all other billing correspondence, as appropriate;

    (vi) Enter all remittance information, including, contractual adjustments for third-party payers with which the Client participates (based upon

an approved list provided by the Client), and submit secondary insurance claims as necessary;

(vii) For a period of one year, maintain a paper or electronic copy of explanation of benefit statements ("EOBs") received from third-party payers. At the end of one year, all EOBs will be returned to Client when requested or may be destroyed by Service Provider;

(viii) Evaluate appropriate documentation of any request by a patient, third-party for an adjustment to a patient's bill, and coordinate findings with Client;

(ix) Code each patient chart, on the basis of the information provided by Client, including ICD and HCPCS codes, procedural modifiers and HCPCS Level II regulatory modifiers; and

(x) Assist with designing for the Client all necessary forms, fee slips, insurance authorizations, etc., for processing. Costs of actual forms, etc. will be the responsibility of Client.

(b) <u>Collection Responsibilities</u>. In undertaking these responsibilities, Service Provider will:

(i) Answer all patient and third-party payer inquiries. In some cases, additional data will be requested from Client. Responses to all patient inquiries will be made within one business day whenever possible;

(ii) Pay for all telephone costs for patient and third-party payer inquiries and follow-up;

(iii) Pursue balances with any third-party payer as follows:

1. Monitor the balances and follow-up either in writing or by telephone, as appropriate, when payments are overdue.
2. Monitor all payments received against anticipated payments. Discrepancies noted will be reviewed and, when appropriate, contact will be made by telephone, in writing, or in person with the third-party payer to request claim review.
3. Monitor payment patterns for each third-party payer at least monthly to identify any third-party payer with large amounts of pending open claims. Appropriate action will be taken with the third-party payer to expedite prompt payment.
4. In the event any claim is denied by any third-party payer for reasons other than a patient's insured status, Service Provider will use its commercially reasonable efforts to re-submit a clean claim in a timely manner. In the event a claim is denied as a result of improper coding or other act attributable to Service Provider, Service Provider will pursue a timely appeal of the denied claim.
5. Follow up with the third-party payer on assigned claims based upon the appropriate strategy for working with such third-party payer.

(iv) Pursue balances with patients by attaching notes on statements at pre-determined intervals using language approved by Client; and

(v) Amounts due from a third-party or patient, that have not been collected after the activities described above and that have aged greater than 120 days, will be considered uncollectable. Service Provider will provide pertinent demographic and transactional detail to the Client identifying uncollectable accounts monthly. Unless otherwise instructed by Client, Service Provider will write-off the identified accounts as bad debts and will cease collection efforts associated with those accounts.

(vi) Notify Client in writing of the Monthly Refund Amount owed by Client for the previous month. Upon Client's deposit of the Monthly Refund

Amount in the Refund Account, prepare, sign and release the applicable individual patient and carrier refund checks.

(vii) Research, identify, and notify Client of overpayments through the refund register/refund checks prepared for Client or through a monthly management report. Overpayments that remain unresolved sixty (60) days after Client's receipt of notice will be removed from Service Provider's billing system.

(viii) Make reasonable efforts to identify the owners of unclaimed property. Notify Client of any unresolved refunds that Service Provider wrote off after ninety (90) days.

(c) Patient Care Reporting Software and Hardware. Service Provider will:

(i) Provide Client the following software for patient care reporting:

1. ESO Patient Care Reporting Software including cardiac monitoring interface for 7,000 runs for 3 years (total of 21,000 runs);
2. CAD Interface from ESO

(ii) Support services for the software is provided by Service Provider's vendor supplying such software through on-line access and phone support.

(iii) Provide the following hardware (hereinafter referred to as the "Equipment") on an "as is" basis and makes no additional warranties, express, implied, arising from course of dealing or usage of trade, or statutory, as to the Equipment, any associated services or any matter whatsoever. In particular, any and all warranties of merchantability, fitness for a particular purpose, title and non-infringement are expressly excluded.

Item/Number	Description	Quantity
Microsoft Surface Tablet	Tablet with hard case	4
3-year factory warranty	For Microsoft Tablets	4
Verizon Air Card	Built into Tablets	4

(iv) Equipment set-up, installation, and maintenance (other than warranty are not part of this MA.

(v) Support services for the Equipment is provided by Service Provider's vendor supplying such Equipment through on-line access and phone support.

(d) Reporting Responsibilities. Service Provider will be responsible for making periodic reports to Client on the current status of all active patient accounts. In undertaking these responsibilities, Service Provider will:

(i) Produce monthly activity and summary reports as follows:

1. Fire/Executive Summary - for current month and year to date produced by:
   a. Number of transports and gross charges/receipts by level of service delivered;
   b. Drop off location; and
   c. Payer Category Analysis.
2. Financial Summary - of charges, write-offs and payments for current month and year to date analyzed by:
   a. Current charges and payments received;
   b. Payer Category Analysis; and
   c. Summary aging of accounts receivable and adjustments and write-offs.

(ii) Provide off-site back up of all active data files; and

(iii) Provide additional reports reasonably requested by the Client.

(e) <u>Implementation</u>. Service Provider will be responsible for implementing the billing and collection services on behalf of Client. In undertaking such implementation, Service Provider will:

(i) Assign an account manager to Client who will be responsible for the following:

1. Act as primary contact with the personnel of Client;
2. Serve as the liaison with the Service Provider employees assigned to perform services for Client;
3. Communicate regularly with the key management of Client to review all activities with respect to the billing and collection services;
4. Work closely with Client to ensure a smooth transition and implementation; and

(ii) Review both its procedures and the procedures of Client and recommend and implement approved changes for improvements of collections.

2.2.2 <u>Client Responsibilities</u>. In order for Service Provider to undertake the billing and collection services, Client will:

(a) Cause the personnel of Client to timely submit to Service Provider the name of the patient when available, a paper copy of the Patient Care Report or an electronic extract when available, the date of service, a description of the nature, and the extent of services provided and any supporting medical information necessary to obtain payment or reimbursement, including the level of service provided, an address and zip code of where the patient was picked up from and a patient signature or other appropriate signature when a patient signature is not possible. Where a dispatch system is used, the dispatch code or description must be provided. Service Provider will rely on the truth and accuracy of such information and will not in any event be required to verify medical treatment information submitted to Service Provider by the Client. Furthermore, Client will use its best efforts to procure all necessary consents to all assignments and obtain all other approvals, consents, and signatures necessary for Service Provider to collect payment for reimbursement on behalf of Client;

(b) Assist Service Provider with establishing dialog and a data interface with transport hospitals means to gather patient demographic and insurance data from transport hospitals when requested, or provide copies of the hospital face sheet if other means of capturing this data are not available.

(c) Be solely responsible for securing or causing to be secured from or on behalf of patients whose accounts are covered under this Service Schedule, any and all necessary consents for the release of information to third parties as contemplated by this Service Schedule, and any and all necessary assignments of insurance benefits and benefits due from and rights to payment or reimbursement by any other third party. Client will notify Service Provider in the event that assignment was not obtained;

(d) Supply complete and accurate patient charge information;

(e) Provide to Service Provider a schedule of professional fees charged for services rendered by Client. Service Provider will make revisions to the fee schedule from time to time upon at least 10 days prior written notice from Client to the effective date of any such revision. Service Provider will continue to bill at the rates then in effect until receipt of such notice. Fee schedule revisions must include an effective date for the new charges;

(f) Establish adequate controls to assure that all charges are captured, batched and reconciled with batch totals;

(g) Provide all input forms;

(h) Provide medical expertise regarding reimbursement of medically necessary services of Client arising from third-party payer disputes or patient inquiries;

(i) Be responsible for all medical decisions concerning patient care.

(j) Client will promptly review the refund register/refund checks prepared for Client or through a monthly management report that identifies current refunds that are due and will, within thirty (30) days of receipt of the refund register, refund checks prepared for Client or monthly management report will write a check to Service Provider's refund account for refunds to be sent to the patient or third-party payer based upon information provided by Service Provider; and

(k) Prepare and release Client's annual unclaimed property return.

3. SERVICE FEES

3.1 <u>Percentage of Net Collections</u>. Client agrees to pay Service Provider an amount equal to _____% of its Net Collections (as defined below) made on Client's accounts receivable during the previous month. In the event that the total revenue for Service Provider in a month does not exceed $500.00, Service Provider shall be paid a minimum service fee of $500.00 for that month.

3.2 <u>Patient Care Reporting Software and Equipment</u>.

3.2.1 In addition to the fees set forth in Section 3.1 above, Client agrees to pay Service Provider an amount equal to _____% of its Net Collections made on Client's accounts receivable during the previous month. **OR** In addition to the fees set forth in Section 3.1 above, Client agrees to pay Service Provider an amount equal to $_____ upon delivery of the software and Equipment.

3.2.2 If this Service Schedule terminates prior to the Schedule 1 Term, then Client will reimburse Service Provider for the remaining costs as outlined in the attached Amortization Schedule. Client is not responsible for interest on the Equipment, calculated at eleven percent (11%), in the amount of _____ ($_____).

3.3 <u>Net Collections</u>. Net Collections means the total sum of all monies collected for services rendered by Client, less amounts refunded or credited to a patient or third-party payer as a result of overpayments, erroneous payments or bad checks.

3.4 <u>Flat Fee for Medicaid and Medicaid Managed Care Accounts Receivable</u>. Client agrees to pay Service Provider a fixed fee for Medicaid and Medicaid Managed Care accounts receivable. **[FOR CLIENTS FROM ANY STATE HAVING THIS MEDICAID RESTRICTION (applicable at this time: Florida, Oregon, California and New York]** The fixed fee is an amount equal to ____ per patient encounter, regardless of the amount of the charges associated with any such encounter and the amount of reimbursement, if any, to Client with respect to those of Client's charges for which reimbursement from the *[Florida/Oregon/California/New York]* Medicaid program or any third-party administrator for the *[Florida/Oregon/California/New York]* Medicaid program is sought by Service Provider on Client's behalf.

3.5 <u>Fee for Postage</u>. Client agrees to pay Service Provider an amount equal to the postage charges related to the Services provided during the previous month, including any increase in the cost of postage paid by Service Provider arising out of any increase in the U.S. Postal Service rates after the Schedule 1 Commencement Date.

3.6 There will be an addition charge to Client for requests, including but not limited to, for special programming and non-standard reports. The cost for such requests will be determined on an individual basis and set forth in an amendment to the MA.

SERVICE SCHEDULE 2
BUSINESS PERFORMANCE INSIGHT SERVICES

The MA Terms and Conditions and this Service Schedule apply to the Business Performance Insight Services rendered by Service Provider under this Service Schedule.

1.   TERM

1.1   Initial Term of Schedule. The initial term of this Service Schedule is three years (the "Schedule 2 Term") beginning _____, 20___ (the "Schedule 2 Commencement Date").

1.2   Automatic Renewal. This Service Schedule will automatically renew for one-year terms unless (i) either party delivers to the other written notice of termination at least 90 days prior to the expiration of the then-current term, or (ii) as otherwise set forth in the MA.

2.   SCOPE OF SERVICES

2.1   Responsibilities. Each party agrees to perform its respective responsibilities identified below in a timely and diligent manner. Client acknowledges and agrees that Service Provider's performance of the Business Performance Insight Services is dependent upon Client's performance of its responsibilities as set forth in this Service Schedule.

2.1.1   Service Provider Responsibilities.
(a)   Basic User Access.
(i)   Provide 24-hour access, less scheduled or unscheduled downtime for maintenance or repair, from any Internet access point to the Client reporting portal.
(ii)   Provide access to all current and future standard level reports generated by Service Provider.
(iii)   Provide ability to review reports as HTML and PDF documents.
(iv)   Provide the ability to save report documents as PDF, Excel or CSV file formatted documents.
(v)   Provide access to the Dashboard folder and associated current and future Dashboard based deliverables.

(b)   Intermediate User Access.
(i)   Includes all activities defined in the Basic User Access.
(ii)   Provide access to all current and future public reports generated by Service Provider.
(iii)   Provide online analysis functionality which allows Client the ability to drill down, filter and group data as well as apply simple updates such as adding/removing fields, re-sorting, calculations, etc.
(iv)   Provide a personal reporting mail box which enables Client to send/receive reports to/from other users within Client group.
(v)   Provide ability to save in a personal folder a copy of an altered report for future data refresh or editing.
(vi)   Provide the ability to schedule saved reports as needed.

(c)   Advanced User Access.
(i)   Includes all activities as defined in the Basic and Intermediate User Access.
(ii)   Provide ability to create, edit and save document structures and formats.
(iii)   Provide ability to manipulate report query, prompts, filters and scope of analysis.
(iv)   Provide ability to modify/create formulas and report variables.
(v)   Provide access to Service Provider's complete ad-hoc reporting development framework.

    (vi)   Provide the ability to customize reporting queries.

    (vii)   Provide the ability to set personal user reporting preferences.

    (viii)   Upon Client request, provide a Client named folder to be utilized by Client appointed Advanced User(s) to store reports for Client use.

(d) Support Services. Service Provider will provide telephone and e-mail support to answer questions and address issues related to the Business Performance Insight Services Web Based Reporting product at no cost to Client. Normal support hours and response time are as follow:

> Monday through Friday: 8:00 a.m. until 8:00 p.m. eastern time

(e) Training Services. Service Provider will provide Client with one 1-hour webinar for Basic Users on the Business Performance Insight Services Web Based Reporting Product at no cost to Client. Recommended training for Intermediate Users is either a 2-day on-site Intermediate training session or attendance at a public Intermediate training session. Recommended training for Advanced Users is attendance at an Intermediate training session and additional attendance at either a 2-day on-site Advanced training session or attendance of a public Advanced training session. Service Provider can provide Client training classes for a specific Client environment or as specifically requested by Client.

(f) eLearning Training For Intermediate User Access. If requested by Client's "Manager," Service Provider will provide a one year subscription for Intermediate User(s) at the fees set forth in this Service Schedule.

(g) Mobile Electronic Authorized User Access. If requested by Client's "Manager," Service Provider will provide Client an Authorized User and allow such Authorized User to access Business Performance Insight Services by means of an I-Pad or other mobile electronic device authorized by Service Provider at the fees set forth in this Service Schedule.

(h) Consulting Services. If requested by Client's "Manager," Service Provider's staff of resources can design, build and generate customized Client specific Business Performance Insight Services deliverables, including but not limited to customized reports, graphs and dashboards at the fees set forth in this Service Schedule.

2.1.2 <u>Client Responsibilities</u>. Client will:

(a) Establish Client's broadband access to the Internet for use of the Business Performance Insight Services Web Based Reporting product.

(b) Allow access to such Business Performance Insight Services Web Based Reporting Product only to user(s) authorized by Service Provider to access and use such Business Performance Insight Services Web Based Reporting Product ("Authorized User").

(c) Provide a competent member of Client's staff ("Manager") to be trained by Service Provider on use of the Business Performance Insight Services Web Based Reporting product to serve as a liaison to Service Provider on Business Performance Insight Services Web Based Reporting matters.

(d) After Service Provider has provided training to the Client's Manager, Client agrees to train only other Authorized Users on use of the Business Performance Insight Services Web Based Reporting product.

(e) Client's Manager may change Authorized Users level of use or add or subtract Authorized Users on no less than 15 days' prior written notice to Service Provider (e-mail requests are acceptable). Client will pay Service Provider the applicable pro-rated Authorized User fee for any Authorized User added or subtracted during any month.

(f) Client acknowledges and agrees that it shall not: (i) transmit or share identification and/or password codes to persons other than the Authorized Users for whom such codes were generated; (ii) permit Authorized Users to share identification and/or password codes with others; (iii) permit the identification and/or password codes from being cached in proxy servers and accessed by individuals who are not Authorized Users; (iv) permit access to the Business Performance Insight Services through a single identification and/or password code being made available to multiple users on a network; or (v) attempt or permit any person without valid identification and/or password codes to attempt to access the Business Performance Insight Services.

(g) Client acknowledges (i) that certain services or obligations of Service Provider hereunder may be dependent on Client providing access to certain data, information, or assistance to Service Provider from time to time (collectively, "Cooperation"); and (ii) that such Cooperation may be essential to the performance of services by Service Provider. The parties agree that any delay or failure by Service Provider to provide Services hereunder which is caused by Client's failure to provide timely Cooperation reasonably requested by Service Provider shall not be deemed to be a breach of Service Provider's performance obligations under this MA.

(h) Client acknowledges that (i) the Business Performance Insight Services embodies valuable and proprietary trade secrets of Service Provider, (ii) the identification and password codes issued by Service Provider hereunder constitute valuable confidential information, which is proprietary to Service Provider, (iii) the Business Performance Insight Services may be utilized by Client only to facilitate its use of the Services hereunder in accordance with the terms of this MA, (iv) any reports, report formats, documents, ideas or other discoveries made or developed by Client during its use of the Business Performance Insight Services may be utilized by Client only to facilitate its use of the Services hereunder in accordance with the terms of this MA and shall not be given or sold to or used on behalf of any third-party and shall remain the sole and exclusive property of Service Provider, and (v) Client agrees, and will cause its employees, agents, subcontractors and representatives to agree, that it/they shall not copy, modify, change, disassemble, or reverse engineer any part or aspect of the Business Performance Insight Services. Client shall safeguard the right to access the Business Performance Insight Services and confidentiality of such identification and password codes, using the same standard of care which Client uses for its similar confidential materials, but in no event less than reasonable care.

(i) Client acknowledges and agrees that it is solely responsible for the security of any information received through Business Performance Insight Services on any device or in any printed format.

(j) Client acknowledges and agrees that it shall (1) immediately notify Service Provider of any Authorized User Client no longer wishes to have access to the Software, and (2) indemnify and hold Service Provider harmless from and against any losses (including fines or penalties and interest) incurred by Service Provider as a result of Client's failure to so notify Service Provider.

Client:

Contract Number:

3. **SERVICE FEES**

Beginning on the Schedule 2 Commencement Date listed in Section 1 above, Client agrees to pay Service Provider the fees as set forth below:

3.1   <u>User Access</u>. Authorized Users may obtain Basic, Intermediate or Advanced User Access at an amount equal to $_____ per Authorized User per month; and

3.2   <u>Training Services</u>. If Client's Manager request private classes at a Service Provider facility or at Client's site, the Client will pay an amount equal to $_____ per day for each day spent by a Service Provider employee or agent in the provision of such Training Services for Client's Authorized Users, or $_____ per day per Authorized User for public classes at a Service Provider facility; and

3.3   <u>Consulting Services</u>. If Client's Manager request Consulting Services, the Client will pay an amount equal to $_____ per hour for each hour spent by a Service Provider employee or agent in the provision of such Consulting Services during the previous month, such Consulting Services to be set forth in a separate *Business Performance Insight Services Web Based Reporting Product Service Form*; and

3.4   <u>eLearning Training for Intermediate User Access</u>. If Client's Manager request eLearning Training for Intermediate User Access, then Service Provider will provide a 1-year subscription at an amount equal to $_____ per year per Authorized User. If Client has signed up for Live Intermediate Training (either on-site or off-site), eLearning Training will be provided at no cost to Client; and

3.5   <u>Travel Expense</u>. Client will pay an amount equal to the out-of-pocket travel and travel related expenses incurred by Service Provider employees and/or agents involved in the initial implementation and general product overview sessions, Training Services or Consulting Services during the previous month; and

3.6   <u>Implementation Fees</u>. Service Provider and the Client's Manager will mutually agree-upon the number of Authorized Users, and Training if applicable, and the Client's Manager will complete the *Business Performance Insight Services Web Based Reporting Product Service Form*. The Client's Manager and Service Provider will mutually agree upon a revised *Business Performance Insight Services Web Based Reporting Product Service Form* any time the Client's Manager requests a change in Client's use of the Business Performance Insight Services Web Based Reporting Product; and

3.7   <u>Mobile Electronic Authorized User Access</u>. If Client's Manager request Service Provider will provide Client an Authorized User to access Business Performance Insight Services by means of an I-Pad or other mobile electronic device at a fee of $____ per Authorized User per month

Client:

Contract Number:

Equipment Amortization Chart

Service Provider will deliver to Client the Equipment to be utilized by Client. Client acknowledges it is responsible for installation of the Equipment.

Amortization Chart

1	$5,990.83
2	$5,819.67
3	$5,648.50
4	$5,477.33
5	$5,306.17
6	$5,135.00
7	$4,963.83
8	$4,792.67
9	$4,621.50
10	$4,450.33
11	$4,279.17
12	$4,108.00
13	$3,936.83
14	$3,765.67
15	$3,594.50
16	$3,423.33
17	$3,252.17
18	$3,081.00
19	$2,909.83
20	$2,738.67
21	$2,567.50
22	$2,396.33
23	$2,225.17
24	$2,054.00
25	$1,882.83
26	$1,711.67
27	$1,540.50
28	$1,369.33
29	$1,198.17
30	$1,027.00
31	$855.83
32	$684.67
33	$513.50
34	$342.33
35	$171.17

EXECUTIVE SUMMARY

ImageTrend, Inc. is pleased to present this proposal outlining our products and services in response to **the Fort Lauderdale RFP #12176-795 for EMS Ambulance Billing & Electronic Patient Care Reporting.** We feel our offering aligns with your requirements as we have years of experience with EMS, Trauma, Stroke and STEMI data projects to include collection, integration, management, and analysis. We are offering our proposal in response to the Electronic Patient Care Reporting portion of the RFP requirements.

Our user-intuitive and dynamic, NEMSIS v3 compliant, Emergency Medical Services (EMS) system **ImageTrend Elite™ EMS** is an Electronic Patient Care Reports (ePCR) Solution that provides a secure method of collecting pre-hospital data for extracting existing data, reporting Patient Care and exporting and/or sharing the data with other agencies and applications. Not only does this system provide data handling, but it has extensive data analysis and data mining tools for turning this data into valuable and discernible information and the extensive capabilities of reporting and geographically displaying the information. **ImageTrend Elite™ EMS** is designed specifically as a Web-based data collection system with a scalable open architecture that is centralized for anytime, anywhere access and aggregates all data for full reporting capabilities.

ImageTrend incorporates a solid 20-year history. Since 2001, ImageTrend has developed industry-specific software for emergency medical services. From medics in the field to data managers of large agencies to governmental reporting, our solutions focus on your needs for maximum efficiency. ImageTrend's EMS systems have a history of collecting over 120 Million records from over 4,000 customers. During this time, 37 states, as well as, the many service groups and individual users have provided us invaluable information for product refinement and expansion. A few of the States we provide services to includes Minnesota, Ohio, Massachusetts, Maryland, California, Illinois, and New York which have 9 of the top 10 Best Hospitals in the country according to U.S. News & World Report. In 2015 ImageTrend signed our first contract outside of the US with Australia.

All ImageTrend solutions, including **ImageTrend Elite™ EMS** have additional functional modules and Reporting Tools, including **Report Writer™** which has standard reports and the ability for ad hoc reporting, users will be able to analyze any data points within the system in support of turning this data into valuable and discernable information. Not only do ImageTrend systems include standard and ad hoc reporting capabilities, but advanced, multi-dimensional reporting available with the **Visual Informatics™** and **Continuum**™ modules. These very powerful and intuitive tools make data mining with cubed technology extremely easy to use.
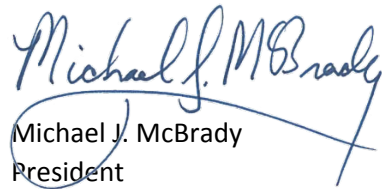
As a unique and strong product offering this solution provides you a risk-free solution with a proven track record. Our solution experience provides a basis of reference to ensure an implementation process that is lined up with the customer's allocated time and budget. Our successful implementations are dependent upon providing turnkey processes often involving disparate systems. ImageTrend's products

and services, whether our premium hosting option or our project management, support and training will ensure a successful implementation.

ImageTrend has taken great care in preparing this proposal for your RFP, answering all questions in detail and providing comprehensive information regarding our products and services. This includes Product Descriptions, Product Literature, and Supporting Documentation that includes ImageTrend's Contract template for a hosted environment. Since it is true that a picture is worth a thousand words, we would encourage and welcome an opportunity to demonstrate our offering to you in person for efficient and thorough understanding. This would give you the chance to not only view the solution, but to meet our enthusiastic and dedicated team to ask questions about the solution as well.

ImageTrend's successes are predicated on the valued partnerships with our customers. These are communicative, responsive and appreciated endeavors. We would be proud to enter into such a relationship with you.

Sincerely,

Michael J. McBrady
President

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BIDDER QUESTIONNAIRE & TECHNICAL REQUIREMENTS

1. **Do you have experience and knowledge of Florida Medicare and Medicaid billing for at least one (1) year and can you verify experience with a minimum two (2) Florida municipal agencies?**

   Answer: ImageTrend is familiar with providing electronic patient care reporting software to agencies to Florida municipal agencies and has experience with multiple Florida agencies.

   Reference #1:

   Patrick Flynn, Fire Chief
   Hialeah Fire Department
   83 East 5th Street
   Hialeah, FL 33010
   Cell: 786-269-7532 cell
   Office: 305-883-6901
   Email: pflynn@hialeahfl.gov

   Reference #2:

   Robert A Bertulli, Deputy Chief
   Manager, Office of EMS Operations
   Lee County EMS
   14752 Six Mile Cypress Parkway
   Fort Myers, FL 33912
   Cell: 239-672-9650
   Office: 239-533-3963
   Email: RBertulli@leegov.com

2. **Have you successfully installed, integrated, tested and had acceptance of the proposed EPCR system for at least two (2) Florida governmental agencies within the last three (3) years.**

   Answer: Yes, ImageTrend has successfully installed, integrated, tested and had acceptance of our ePCR system in more than two (2) Florida governmental agencies in the last three (3) years. The two references listed above have been implemented within the last three (3) years.

3. **Does your software offer NFIRS (National Fire Incident Reporting Software) module for purchase?**

   Answer: Yes, pricing for the NFIRS tab has been listed in the ImageTrend quote attached.

4. **Are you compliant with the Florida Emergency Medical Services Tracking and Reporting System (EMSTARS)?**

   Answer: Yes, ImageTrend is compliant.

5. **Can you provide two (2) reference account where the agency has received a minimum EMSTARS EMS data quality score of 95% or higher within the last year?**

   Answer: Yes. We requested this from our FL Clients and they said this quality score only applies to NEMSIS 2 data. Our proposed solution offers NEMSIS 3 data submission, and NEMSIS 3 data to EMSTARS does not have a quality score.

6. **Can you provide a copy of a recent SAS 70 type I or type II independent service auditor's report on the controls placed in its operations and data centers as well as a copy of its disaster and recovery policies and procedures?**

   Answer: ImageTrend has completed a SOC2 Type 1 report. This SOC2 is a SSAE16 audit which results in a report intended to meet the needs of a broad range of users that need to understand internal control at a service organization as it relates to security, availability, and confidentiality. The SOC2 is an evolution of the old SAS70 audit that has been improved for service organizations like ImageTrend which offer colocation services, managed servers and cloud hosting services. ImageTrend's SOC2 Report was performed using the criteria established by the AICPA (American Institute of CPAs) on Security, Availability and Confidentiality. This audit was conducted by an independent 3rd party public accounting and information security firm and they have issued the report. Similar to SOC 1 engagement, the SOC 2 Type 1 reports on management's description of a service organization's system and the suitability of the design of controls. ImageTrend's SOC2 report is available for your review under NDA; please contact ImageTrend for more information.

7. **Can you provide two (2) reference accounts from Florida government agencies, where the vendor's billing and EPCR solutions are both being used by each referenced client?**

   Answer: Yes, two references being used by both the billing company and us have been included below.

   Reference #1:

   Patrick Flynn, Fire Chief
   Hialeah Fire Department

83 East 5th Street
Hialeah, FL 33010
Cell: 786-269-7532 cell
Office: 305-883-6901
Email: pflynn@hialeahfl.gov

Reference #2:

Robert A Bertulli, Deputy Chief
Manager, Office of EMS Operations
Lee County EMS
14752 Six Mile Cypress Parkway
Fort Myers, FL 33912
Cell: 239-672-9650
Office: 239-533-3963
Email: RBertulli@leegov.com

8. **Do you have Customer Service Representatives (CSR) available seven days a week during normal business hours eastern standard time that can read, write, and speak fluently in English, Spanish, and Creole? It is not necessary that each CSR speak in all three languages but there must be sufficient CSRs available to conduct business in each language.**

   Answer: Yes, ImageTrend's Support Team is available Monday through Friday from 7:00 am to 6:00 pm CST via Support Desk, email, live chat, or telephone as well as an online support system with around-the-clock incident reporting of all submitted tickets to ImageTrend's Support Team. ImageTrend does not currently have any support employees fluent in Spanish or Creole.

9. **Do you have sufficient staffing to ensure smooth and efficient operation of Emergency Medical Transport Reporting, Billing, and Collection Services?**

   Answer: Yes, over the past 20 years ImageTrend has grown from two to over 176 employees. The current fulltime staff at ImageTrend includes:

   > Sales: 23 Staff Members
   > Support/Training: 27 Staff Members
   > Implementation/Project Managers: 12 Staff Members
   > Management/Operations: 26 Staff Members
   > Designers: 5 Staff Members
   > Programmers/Developers: 83 Staff Members
   > Interns: 5 College Interns

10. **Can you provide technical support with trouble shooting and correcting issues that may arise with the computer laptop systems hardware, software and connectivity and provide application support to users entering EPCR reports and accessing the quality control application from desktop clients via a 1-800 number Computer Help Desk support line seven days a week 24 hours a day?**

    Answer: ImageTrend offers an online support system, Support Desk, which incorporates around-the-clock incident reporting of all submitted tickets to ImageTrend's Support Team. Once a client submits a support ticket, he or she can easily track its progress with a secure login and stay updated on the ticket status. The system promotes swift resolution by offering keyword-based self-help services and articles in ImageTrend University, should clients wish to bypass traditional support services. Ticket tracking and logs further enhance the efforts of support personnel by aiding identification of patterns that can be utilized for improvements in production, documentation, education and frequently asked questions to populate ImageTrend University.

11. **Do you have a local office within Broward County, Dade County or Palm Beach County, FL with staff capable of meeting with City staff on an as needed basis?**

    Answer: ImageTrend is willing to send our staff to Florida for training and other applicable meetings where in-person attendance is necessary. We do not currently have an office located within Broward County, Dade County or Palm Beach County.

12. **Do you have an office in Florida with staff capable of meeting with City staff on an as needed basis?**

    Answer: See answer above regarding a Florida based office location.

13. **If awarded the contract, what is your anticipated lead/implementation time?**

    Answer: Our anticipated lead/implementation time is 90 days from the kick-off meeting to system Go-Live.

PRODUCT DESCRIPTION

IMAGETREND ELITE™ EMS

ImageTrend's Elite™ system is a centralized, Web-based system that offers pre-hospital emergency data collection, analysis and reporting in one enterprise solution. It supports the identification of evolving problems or successes in emergency health care while simultaneously providing secure access of that information to authorized personnel from anywhere, at any time. The information can be used to set priorities, make plans and ultimately assure safe and effective delivery of EMS to the public.

Elite EMS Key Features

- A centralized, dynamic data warehouse with a scalable, open architecture for ever-changing and growing requirements.
- Full NEMSIS v3 compliancy (for both "Collect Data" and "Send and Receive"); NFIRS also available.
- Secure multi-tiered access to ensure and respect data privacy to HIPAA and other standards.
- Agency Administration from an enterprise level, allowing consistency within data entry and reporting.
- Web-based online patient incident forms for data entry by all EMS providers.
- Audit Validation to track and record access and changes to all ePCR records.
- A robust internal messaging system to allow for easy and quick QA/QI processes.
- The Report Writer which offers over 160 pre-created reports and easy to use ad hoc reporting with advanced query capabilities.
- A Data Exchange module that can interface with many different formats (including NEMSIS v3, EKG, CAD, Billing, Telestaff, and others).
- Optional modules:
  - Web-based Hospital Hub™ for secure, online viewing of incoming patients at the receiving facility.
  - Elite Field for field reporting, EKG wizard, and offline data entry capabilities.
  - License Management for managing end-to-end licensing and records processing.
  - Visual Informatics for advanced reporting with data mining techniques.
  - Mapping and Reporting System (MARS) to allow plotting data on geographical maps and data analysis.

Elite EMS System Architecture

The overall architectural design of the ImageTrend Elite system is comprised of a scalable database structure that supports full functionality with ease of expansion as requirements grow and change.

The Elite data repository is based upon the NEMSIS v3 uniform data set (NFIRS also available). In addition to collecting all aspects of NEMSIS v3 (including NOT values, Pertinent Negative values, ICD-10 codes, RxNorm values, GNIS addresses, and SnoMed codes), Elite is also capable of collecting custom elements.

Data Repository

The data repository is Microsoft SQL based and designed to support the expanding and dynamic requirements of the EMS community. These requirements include, but are not limited to, system-wide quality improvements identified through tracking of trends and procedures, benchmarking of specific indicators for compliance and public health issues, and a non-redundant data flow and sharing between concerned agencies from the local to the agency to the national level. The NEMSIS v3 data set populates the database hosted at ImageTrend's secure facilities or at the client's hosting facilities. All fields of the data set are available for reporting and exchanging with other agencies and applications.

Data Entry

Electronic data entry, whether via the Web or with the field clients supports ease of collection and ensures non-redundant entries, while being workflow oriented. The data can originate from CAD, Transfers, and medical devices, as well as quick-pick entries in the field (as it happens). This data collection constitutes the incident level and can be posted to the data repository. From here the data is available for querying, comparing, reporting or sharing.

Security

The multi-tiered security module incorporated into this application meets HIPAA guidelines and has been reviewed by HIPAA officers of various organizations with a positive outcome. The reporting and auditing functions of the application's procedures allow for complete safeguarding and immediate notifications of any attempted breaches. This provides for data access only through assigned permissions and ensures that only those intended see their data and can access it for reporting.

Scalability

ImageTrend systems are designed with open, scalable architectures and modular functionality. Modules can be added at any time, and if functionality is desired that does not exist, it can be designed as a module. All system additions are designed and tested on development servers to ensure desired functionality and full functional interfacing with existing functionality. This also provides the client with the ability to review and perform final acceptance prior to going live. The scalability lets the systems grow as needs, budgets and hardware capabilities allow, delivering continual progression.

Another consideration of scalability is the user and data volumes. ImageTrend systems are designed for high volume and traffic user bases, and there are many examples of each of these types of systems in use today.

This solution provides:

- Limited information access to the ambulance volunteer or paramedic in the field to their personal data and the ambulance incidents they perform.
- The ambulance agency manager has access to all of the data on all of the incidents that are handled by his or her agency.
- The city administrator has access to all of the incidents for his or her city.
-
- ImageTrend's familiarity with all sizes of EMS reporting systems is reflected in our diverse list of clients, ranging from agencies with fewer than 200 incidents per year to states with millions of incidents per year.

Compliance with National EMS Database

ImageTrend is NEMSIS compliant – in both Collect Data and Send & Receive - and based upon the most current version of the NEMSIS data set, which is version 3. ImageTrend is committed to supporting the national data set. We understand the importance of a national data set and its positive impact on convenient data exchange and the potential role that EMS data plays in improving health care.

Agency Administration

The agency administrator will have the ability to manage their agency through a series of setup screens and functions. Items such as Data Validation, Closed Call Rules, Dataset manipulation, and Form Builder are centrally administered which offers consistent, easy-to-use incident forms.
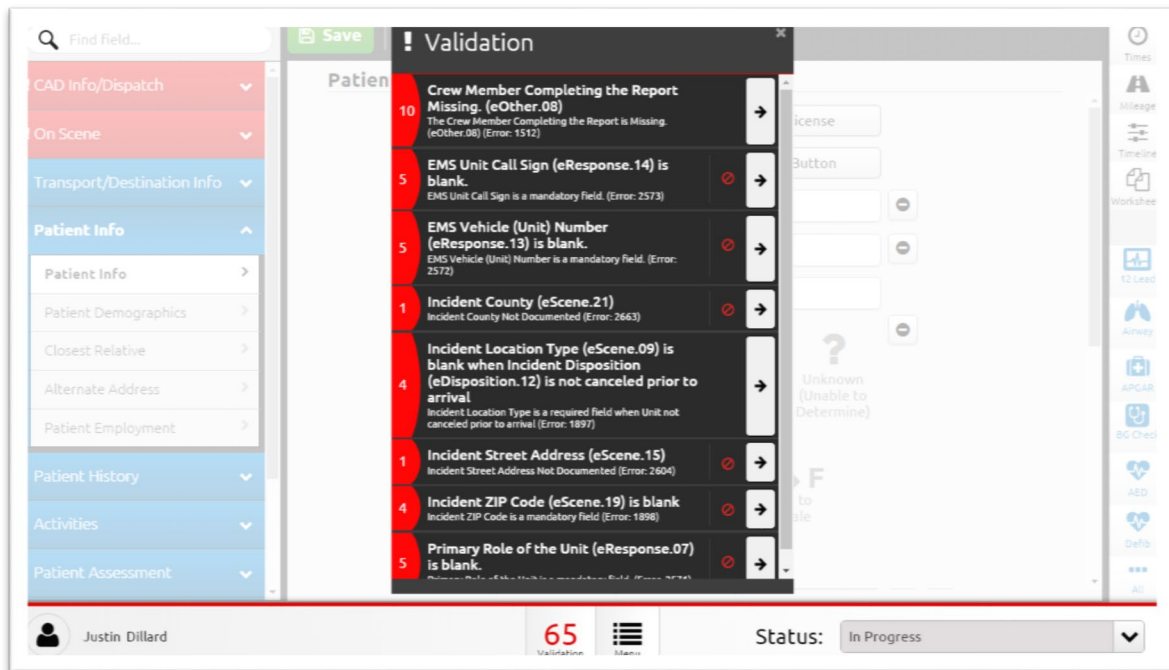
Agencies can set up their agency information, including contact information and customized resource lists. The custom defined resource lists allow an agency administrator to set up lists including:

- Facilities/Destinations
- Agency Locations
- Leave of Absence Reasons
- Vehicles
- Call Signs
- Zones & Districts

The user directory allows the agency administrators to set up crew members that will have access to the system or that will be available in the list boxes in the incident form allowing quick selections. This includes entering the certification numbers to expedite the data entry process.

Validation

The Validation rules are set up by the agency administrator and are administered to the agencies and Elite Field users. The built-in Data Validation includes scoring to ensure data quality. Each field can have its own value towards the validity score. Items that require further information are highlighted in red and the user is prompted at the middle-bottom of the form about the current validity score and the missing items that require attention. The validation runs "real-time" so that each time the user changes a value, the score is re-calculated and any appropriate fields are colored "red" to indicate they need to be filled out correctly.

Validation rules with quick links to make corrections on the form.

Closed Call Rules

System Administrators have the ability to create closed call requirements per individual validation rule. This will restrict providers from posting an incident from the Elite Field to the central Elite system until the provider satisfies those rule(s).

Dynamic Power Tools

Dynamic Power Tools allow users to group any grid from Medications, Procedures, Vitals, EKG and Assessments to provide documentation for common situations. These dynamic power tools can be named/labeled whatever the administrator would like. The layout of the fields is also completely customizable.

Form Manager

The Form Manager is used to configure the incident form's layout. The Form Manager allows the incident forms to be configured to the exact needs and specifications of the individual agency. Tabs, panels or fields can be moved, added or deleted, creating an incident form to meet the needs of each agency for data reporting. Other configurations include the ability to change labels, inactivate fields, and group fields within a section. There are several other configurations to allow for quicker and easier data entry. Multiple incident templates can be created for different situations - for example, a form for cardiac arrest calls and another for cancelled calls. In addition, default values can be added into most of the fields. Default values are based on template type -- so a Cancelled call may have different defaults than a Scheduled Transport.
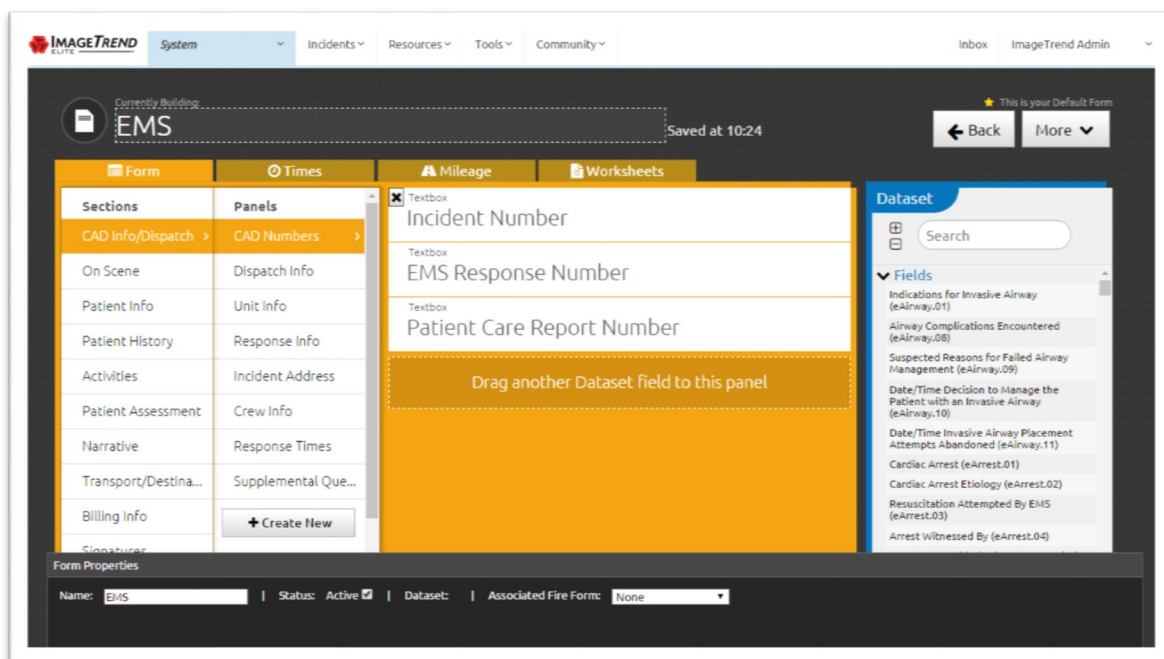
The EMS Forms Manager allows the administrator to configure fields on a form or worksheet

User Management

The Users section of each agency allows an agency or system administrator to track and enter many details about the agency and its staff, including:

- User Listing with Permissions
- Individual Staff Profile
- Add Staff
- Certification Management
- Employment Details (personnel ID, start date, title, etc)
- Immunization Records

Incident List

The EMS incident list allows the user to search for incidents by incident number, response number, date, time and validity (%) and then view them. The specific columns that appear are customizable per user.

The EMS Incident List

Elite EMS Data Entry

As a Web-based application, data is entered via an online form that can be accessed from any internet connection at any time. This form replicates a paper patient care report (PCR) with all fields for data collection. Many features for simplifying data entry are standard including:

- Quick-pick lists
- Default Values
- Dynamic Power Tools™
- Situation Tools™
- Billing Information
- EKG Integration
- Validation Rules
- Electronic Signatures
- Repeat Patients
- Response Times

The Assessments Power Tool

The Labs Power Tool (fishbone)

The Cardiac Arrest Situation Tool

Audit Validation

There are several levels of auditing within ImageTrend Elite. The auditing feature not only tracks and records every access and change to an ePCR field, it ties into the Data Validation engine which audits each data field to assigned business rules and produces a validation score of completion. All data transfers include validation algorithms to ensure successful data transfer. Additionally our hosting infrastructure includes several automated monitoring and auditing features to ensure security and quality assurance.

The Elite EMS system also tracks each time a user access an ePCR, prints an ePCR report, or changes a data value within an incident.

Quality Management and Inbox

The QA mechanisms in Elite go beyond validity, and allow agencies and Medical Directors to track, review and comment on all incidents within their agency. To start, the system contains numerous standard QA reports that allow agencies to review and quickly determine the quality of incident being entered by their emergency technicians. Additionally, each incident can be assigned a status. This list is dynamic, and can be added to or modified at any time. This may include statuses for: In Progress, Completed, Submitted for Review, Needs Review, Reviewed/Sign Off, Billed, etc. Users and billing companies can search and report on status of all incidents.

If an incident is determined to need follow-ups with emergency personnel, the medical director or other agency administrators can record a note with a link to the incident. They can identify to which specific individuals to send the note. Users are automatically notified upon entering the system that they have unread notes. These correspondences are tracked within the system with no limits on the number of notes attached to the incident, for ease of review by the administrator or the Medical Director. Users with unread notes can reply to these just like email.

All internal notes/messages can be accessed by clicking the "Inbox" after the user is logged into ImageTrend Elite. From within Inbox, you can see your unread messages, read messages, sent messages, and messages flagged with a color-coded category. The user can delete messages, reply to an existing message, or create a new message.

Incidents can be locked from editing to maintain the integrity of incidents that have been submitted or billed. Administrators have the ability to lock or unlock incidents at any time. This can also be set on a schedule. For example, auto-lock incidents upon posting from Elite Field.

Report Writer

ImageTrend's Report Writer allows users to dynamically create, display, and store pre-created as well as ad hoc reports. With over 160 pre-created reports and the ability to create ad hoc reports as needed, the Report Writer offers expanded reporting and data analysis capabilities. Reports can be scheduled on regular intervals and supports distribution via email to a pre-determined list of recipients.

Data Conversion and Integrations

ImageTrend's goal in any solution is to streamline data flow and maximize data usage. The NEMSIS XML version 3 standard data exchange methodology has been successfully implemented in numerous solutions and with many different vendors. To accomplish this we have a team that thoroughly investigates the existing data and requirements and develops a plan of integration for ongoing data communications between systems or a data conversion plan for those instances when a singular import of existing data into the new database is required. In either of these instances, the file import method, file data type, and accurate mapping are the keys to success.

These interfaces will be fully reviewed for implementation requirements, after which a detailed implementation and acceptance will be presented. Even in the case of standard interfaces, ImageTrend reserves the right to fully review all requirements, as it has been our experience that even standard products from vendors often have variances that may not be thoroughly documented.

Every client has a unique set of interfaces that define their system and configuration; therefore, not all interfaces may be available for their specific versions. Even if we do not have a specific integration available, as integration experts we fully understand the issues involved and will prepare a detailed plan for successful implementation within reasonable timelines.

Cardiac Monitor Integration

ImageTrend currently integrates with ZOLL, Physio, and Philips cardiac EKG monitors. The data types that ImageTrend Elite Field currently captures are based on what the manufacturer exports. These include: 12-Lead Analysis, Defibrillation, ETCO2, Heart rate, Invasive blood pressure, Noninvasive blood pressure, Respiratory rate, and SPO2. Each entry is imported and saved as a new entry within the Vitals/Treatments section of the Elite EMS incident, which also appears on the printed report. In addition, the original manufacturer file is dynamically saved as an attachment in the specific incident. This allows the end-user to be able to view six-second waveform strips, as well as related waveforms for each vitals record at any time in the future. This data – when collected within Elite Field – can also be posted up to the Elite EMS data repository.

CAD Integration

- Dispatches are usually text files that contain full or partial incident information.
- ImageTrend has successfully built an import method for most of the existing CAD vendors.
- CAD data is imported into an ImageTrend database, where it resides and can be downloaded into an Elite incident.
- CAD/Incident reconciliation reports come standard with this integration.
- All CAD data that has been imported into the Elite system is viewable from within the Incidents app menu item.

Billing

ImageTrend's software fully supports integration with all billing systems that are ready to accept NEMSIS v3 data. In addition, ImageTrend offers the capability to send data to secure FTP locations.

NFIRS Integrations

ImageTrend's systems provide an NFIRS file export of available data for systems to use as a data import. If integration services are required, these are available at time and materials rates and will be offered as a change order scope of work after full discovery as described above.

IMAGETREND STANDARD IMPLEMENTATION

The goal of ImageTrend's Implementation Plan is to install the main agency site for the Client and assist in system configuration and understanding to promote ease of use, workflow and data entry. A task breakdown of the Implementation Plan follows:

- Initial conference call with the system administrator and any other applicable participants to establish ongoing communication, as well as project roles, timelines and deliverables. The team will meet via webinar weekly for 4 - 6 weeks.
- ImageTrend will provide the workbook for the Client to complete for import into the system. This includes destinations, staff, vehicles and station information
- ImageTrend will work with the system administrator to configure the system level settings to ensure fast and easy use for the crew. ImageTrend will complete system walkthroughs with the Client designed to get system administrators technically competent with the configuration. This allows for ImageTrend to share in best practices. ImageTrend will also complete Website Management training, which expands on the system administrator training and includes scheduled tasks, views and PDF generation. These trainings are aimed at making the client self-sufficient on the system.

   This includes but is not limited to:
   - Administrative
      - Site Management
      - Product Settings
      - NEMSIS, NFIRS, and State Data Reporting
      - Data Exchange
      - Incident Forms
      - Validation
      - Administrative Reports
      - Report Writer
      - Hospital Dashboard (if applicable)
   - Service Level
      - Staff setup
      - CE/Training
      - Workflow (incl. QA/QI)
      - Add ePCR
      - Add NFIRS report
      - Inspections
      - Investigations (if applicable)
      - Elite Field (if applicable)
      - Elite Mobile Fire Inspections (if applicable)

- o Other Integrations
  - CAD Integration (if applicable)
  - Billing Integration (if applicable)
- Training Plan (Admin, Train the Trainer)
  - o Training will be designed based on client needs as defined in the contract
- Testing and Quality Assurance will occur throughout the implementation

Progress Checklist

ImageTrend utilized a Microsoft Project Plan, which has been included in the Appendix as well as a Progress Checklist to provide an overview of milestones and assignment during implementation of Elite EMS, Elite Field and associated modules. This checklist is used as a working, living document that is updated and shared in order to keep all parties informed of the rollout as well as additional tasks that are required for completion. ImageTrend will work with the Client at the onset of implementation to determine dates and additional tasks that may be necessary in the implementation process.

Title	Status	Date	Owner	Description & Comments
Establish Support Suite Account(s)			ImageTrend	
Initial Hardware order			ImageTrend	
Present Implementation Timeline			ImageTrend	
Build Elite EMS Website			ImageTrend	
Send Elite EMS Data Import workbook			ImageTrend	
Initial Hardware delivery			ImageTrend	
Send Elite Field installation guides			ImageTrend	
Send CAD Integration workbook			ImageTrend	
Email logo(s)			Client	
Install Elite Field Applications			Client/ImageTrend	
Return completed Elite EMS Data Import Workbook			Client	
Import Elite EMS Data Workbook			ImageTrend	
Implementation Kickoff (System Walkthrough 1)			Client/ImageTrend	
CAD/Billing Kickoff Meeting			Client/ImageTrend	
Send completed CAD workbook with sample files to ImageTrend			Client	
CAD Development, Configuration & Testing			ImageTrend	

Title	Status	Date	Owner	Description & Comments
Install Windows Service & apply configuration file			Client	
Test CAD Integration			Client	
Billing Configuration & Testing			Client	
Test Billing Export			Billing Company	
System Walkthrough (2)			Client/ImageTrend	
System Walkthrough (3)			Client/ImageTrend	
System Walkthrough (4)			Client/ImageTrend	
System Walkthrough (4+)			Client/ImageTrend	
System Testing			Client	
Schedule Onsite Training			Client/ImageTrend	
Organize Onsite Training Agenda			Client/ImageTrend	
Conduct Onsite Training			ImageTrend	
Complete Crew Training			Client/ImageTrend	
Go-Live Preparation			Client	
Go-Live			Client	

Communication and Coordination

The overall success of the project will require a close working relationship between the Client and ImageTrend. The project as detailed has various status checkpoints and scheduled meetings to ensure project performance.

The project begins with a kickoff meeting to establish project roles and provide your project team with familiarity of the key components of the ImageTrend products and introduce best practices into all phases of the project. The project involves high-level planning that helps establish system requirements and estimates of resource requirements and task durations. This can be achieved through the use of ImageTrend's standard Project Plan. The following guidelines are base responsibilities for all project team members:

- Be a vital part of the project team that will carry the project through to completion.
- Provide a single point of contact for the customer on all issues.
- Assist the customer in helping them ensure that project deadlines are met and that deliverables are provided as discussed.
- Coordinate tasks between different departments and functions within the company.
- Identify and resolve project conflicts and issues.

Project Manager

ImageTrend's Project/Implementation Managers are well-versed in our needs for an efficient and timely implementation. Our agile development environment is "hands-on"; utilizing project management tools (TFS and Microsoft Project) for tracking, documentation and status reports in a supporting role.

Client Roles

Although ImageTrend team members will provide the majority of the staff required for this implementation, it is recommended that the Client have a project manager, who should be assigned as an FTE during the initial phase of the project or similar staff member as the single point of contact. This person should participate in all meetings and help in the coordination of final requirements gathering, stakeholder input coordination, ongoing project status reviews, acceptance testing and training logistics coordination.

Quality Assurance

A Quality Plan is put in place at the onset of the project plan and followed throughout the entire development lifecycle and into implementation. The Quality Plan includes the quality goals for the project including schedule variance, effort variance and post defect density. For Off-Site customer support services, these goals also include turnaround time, first time right solution, process compliance, and effective communication.

Risk Management

A Risk Management Plan has been established based upon the National Institute of Standards and Technology "Risk Management Guide for Information Technology Systems". In this plan the Software Development Life Cycle (SDLC) is separated into 4 sections for risk identification. These risks are then classified as high, medium or low. Further risk management evaluation can be included in the final project plan after contract, if desired.

Since this response involves a product based solution hosted at ImageTrend's secure data center, the risks are minimized and readily identifiable, which is not the case in a project requiring full development services. The following risks have been identified:

- **Availability of Required Stakeholders/Resources.** With several stakeholders in the mix from ImageTrend and the City, coordinating calendars and schedules to achieve the objectives may be a challenge. It is important to identify known or potential team member departures and to be mindful of the possibility. Holidays and scheduled PTO may impact the availability of team members.
- **Business Process Reengineering.** As the implementation of the products occurs, the operational and technical entities will find efficiencies with the manner in which to operate the new system. These efficiencies may require changes in rule, local policies, or opinions about the efficacy of the reengineering.
- **Technical Integrations.** Several of the deliverable tasks involve integrations or conversion of data from other existing systems. Each of these systems has data schemas, user interfaces and other nuances that are particular to their use. Identifying the necessary information and the means and directions by which to transmit this data requires collaboration and cooperation of several stakeholders.

- **Data Security** must be clearly understood in its implications and who or what has the responsibility of compliancy. The hierarchical permissions generation provided in Elite EMS provides the environment for controlling the access necessary to provide data protection.
- **Workflow definitions present** a risk in that the process must be clearly understood to ensure proper configuration and streamlining for efficiency. ImageTrend works closely with your project manager to ensure comprehensive understanding and a successful implementation. This is a low risk, since the necessary changes to the elements and/or configuration need to be merely identified and executed.
- **Cost** can be identified as a low risk, since a fixed price contract with exact specifications for performance along with a product based solution, which is easily tested, provides a structure for exact cost estimates for funding.
- **Product Performance** is a manageable risk through detailed specifications and selection of a product based solution, which can be demonstrated prior to selection and also prototyped for the exact application, increasing solution confidence significantly. Additionally, a system designed for scalability and hosted in a high volume data center will provide the necessary reliability.
- **Server Failure** is a confinable risk with Data Backup procedures and system redundancies. A staging server is used for application updates and changes, so that they are tested prior to installation on the production server. ImageTrend's hosting environment also includes a backup server in geographically stable environment.
- **Improper System Access,** a high risk occurrence, is managed through an effective security plan, which details and offers effective enforcement options.
- **System Updates** are a potential risk to system usage, but are containable as they are tested in a staged environment that is a complete copy of the production environment. Additionally, ImageTrend notifies the clients in advance of all scheduled updates.
- **Disk Drive Failure** is covered as a function of a server failure with appropriate backup and redundant servers and SAN Storage units, but additionally the procedures dictate that the drive is physically destructed in order to ensure data privacy.

Issue Tracking

Reports of software issues should be sent to your Project Manager(s) during implementation. It is the expectation of Project Manager(s) to work with the City in assisting with the reporting and tracking of all reported software issues via Support Desk while the implementation is active.

Ongoing Support/Support Desk

The Image Support Desk ticket system is utilized to track and software issues. To report an issue you can:

- Phone: 888.469.7789 or 952.469.6132
- Support Desk: https://support.imagetrend.com/supportdesk/
- Email: support@imagetrend.com

Support tickets are entered into ImageTrend's Support Desk where our team will review the item, route accordingly, and contact the City with the resolution. An automated response to the support ticket should be received upon submission to include an assigned support ticket number.

When inquiring about the status of a task, log in to Support Desk where ticket statuses are available, contact support directly referencing the ticket number and representative may be able to provide more detailed information on the status or contact your project manager(s).

For items requiring more involved development, it is placed in our TFS (Microsoft Team Foundation Server), where it is reviewed and determined as a defect, product enhancement, or out of scope. Those items that are determined as a defect of product enhancement will be placed in an internal 'sprint' process. Internal scheduling meetings occur weekly to determine which items will be in the sprint and their priority. Sprints are pushed out to clients accordingly in our standard updates. Clients are alerted prior to the update and provided with Release Notes.

IMAGETREND TRAINING

ImageTrend offers training courses for each product offering, as well as customized training for clients with specific learning needs. Our programs are designed to help site administrators and field personnel make the most of the system. The ImageTrend training curriculum will be reviewed with the client and customized to ensure that all courses are designed to address specific needs. Our response incorporates the "train-the-trainer" approach by ImageTrend personnel for cost savings; we can, however, deliver comprehensive training for all personnel. "Train-the-trainer" sessions will train a designated person(s) in all aspects of system administration and usage and provides the basic materials for the training plan for all field personnel.

ImageTrend is experienced in conducting training for clients requiring a large number of personnel to be trained and can work with the client to establish a training plan to best meet those needs. Below is an example of a training plan used in recent implementations.

Sample Training Plan

Administrative Review

Half day (3 - 4 hours)

This phase requires the client to prepare in advance of the session by completing workbooks and pre-training activities provided by ImageTrend. It is most effective when the client has a clear understanding of their internal processes.

Train-the-Trainer and/or End User Training

3 hours per class

This can be done over X number of days to train each shift or all crews. The schedule is established with the client to best meet shift needs.

Administrative Training

- Training and Activities (setup and user training): 2 hours
- QA/QI module (setup and training): 4 hours + 2 hours for end users
- Checklist: 1 hour
- High Level Overview of Report Writer (if desired prior to go-live): 1 hour
- Report Writer (post go-live): 2 hour webinar training

A walkthrough with the implementation team and use of the educational user guides are training tools for Agency, Staff, Destinations and other imported resources.

A typical 3-day training schedule is detailed below. Classes can be scheduled to meet when specific staff are available.

Day 1
0800-1200 Admin Review

1300-1600 End User Training Class

Day 2
0800-1100 End User Training

1100-1200 Checklist

1300-1500 CQI

1500-1700 Training/Activities

Day 3
0800-1200 End User Training

1200-1400 Report Writer Training

The remaining training time can be used for webinar training after go-live. As a helpful tip, Report Writer training is typically more valuable after the system is in use.

Administrative Training

Administrative training focuses on system administration and all features associated with maintaining the application, including the knowledge to provide level 1 support and training to field personnel. Additional training will focus on data collection as well as reporting and data analysis. This training session can easily accommodate 10 – 15 people and can be accomplished within an 8-hour session. It is recommended that this training be accomplished in groups, since the interactive questions and assistance improves the learning process and establishes communication links for ongoing system usage. ImageTrend will hold this training at the location specified by the client.

Free Training for Service Administrators

ImageTrend offers free hands-on training to service administrators for select products at the corporate office located in Lakeville, Minn. This training is available on pre-determined dates set by ImageTrend. ImageTrend will train up to two administrators per service on setup, navigation and use of Elite EMS, Elite Rescue and Elite Field. Service administrators will also learn how to create ad hoc reports based on their data and how to maintain their user information. This training is offered periodically to services with a valid support agreement and is intended to educate service administrators to help them more effectively and independently use their application. With this inexpensive educational option, service administrators have the opportunity to improve education and understanding of the software.

Train-the-Trainer Field User Training (if applicable)

Field training will educate users on the use of ImageTrend Elite Field™ to document patient care. The typical field training session takes about 4 – 8 hours and can be performed by anyone that has attended a "train-the-trainer" administrative session. The training program is reviewed and revised as necessary to incorporate the service's specific requirements. ImageTrend is available for training or training guidance. ImageTrend also provides webinar training, which has proven successful in delivering training in a cost-effective manner. Webinars allow staff to deliver training to personnel from their desktops without the need for travel.

Ongoing Training

Ongoing training sessions can be held regularly for new personnel and as a review for existing personnel if desired and contracted. These sessions are conducted by the trainer onsite or via webinar.

Documentation

ImageTrend will provide a training plan, a course outline, system documentation and user guides to assist in system comprehension. Course syllabi and scenario templates are prepared to enhance system understanding and are made available in a variety of formats for duplication. Other training materials provided include FAQs, education evaluation and an education review checklist. ImageTrend can also provide a certificate of education upon completion of the training course(s).

ImageTrend provides the most up-to-date documentation, including administrator and user manuals and release notes for any upgrades. With a support agreement in place, you will have access to educational videos, documentation, presentations and other documents in the ImageTrend University, which is accessed via your ImageTrend application. Documentation updates are ongoing and available online at no cost.

ImageTrend University

ImageTrend University provides a library of resources to all clients with support agreements, including educational videos, manuals, quick guides and help documents for all ImageTrend products. The resources have been very useful as both refresher and initial education materials.
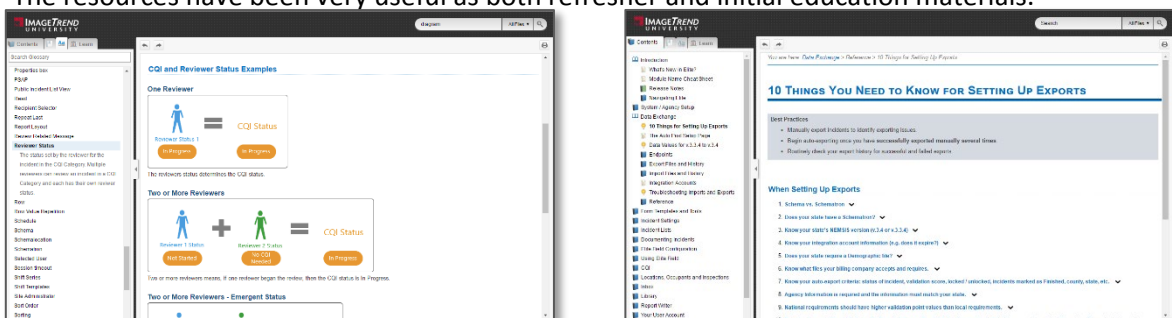
IMAGETREND SUPPORT

ImageTrend provides support for its full product suite and hosting services. Support includes technical diagnosis and resolutions of technical issues involving software and server hardware. Technical support and service is provided in the areas of:

- Website hosting and support
  - Web application development/enhancement
  - Database administration/support
  - Project management
  - Systems engineering/architecture

Product Support

ImageTrend provides ongoing support as contracted after software implementation, including a focus on product performance and general maintenance. ImageTrend offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. Administrators have the ability to field support for the system as the first level of contact while providing the option to refer inquiries directly to ImageTrend.

ImageTrend's Support Team is available Monday through Friday from 7:00 am to 6:00 pm CST via Support Desk, email, live chat, or telephone.

Support Desk: support.ImageTrend.com

Email: support@ImageTrend.com

Live Chat: support.ImageTrend.com (click "Live Support Online" button)

Toll Free: 1-888-730-3255

Phone: 952-469-1589

The availability of the support team excludes nationally recognized holidays in the United States. Non-emergency support requests made after business hours are addressed the next business day.

Support Desk

ImageTrend offers an online support system, Support Desk, which incorporates around-the-clock incident reporting of all submitted tickets to ImageTrend's Support Team. Once a client submits a support ticket, he or she can easily track its progress with a secure login and stay updated on the ticket status. The system promotes swift resolution by offering keyword-based self-help services and articles in ImageTrend University, should clients wish to bypass traditional support services. Ticket tracking and logs further enhance the efforts of support personnel by aiding identification of patterns that can be utilized for improvements in production, documentation, education and frequently asked questions to populate ImageTrend University.

ImageTrend Connect Annual User Conference

ImageTrend hosts an annual user's conference in Minnesota where emergency personnel from across the country gather to share ideas and processes, examine key issues, celebrate successes and discuss challenges. Attendees are able to learn from those who know the industry and ImageTrend best - your peers and the ImageTrend team. Clients come from worldwide to connect with and learn from each other, which is rated annually as one of the top reasons to attend ImageTrend Connect. Product developers and the implementation and support teams are on-hand all three days of the conference.

As a staple in the ImageTrend community since 2009, ImageTrend Connect has quickly grown to be one of the leading conferences in the country focused on how to use electronic data collection, interoperability and reports to improve patient care.

Recurring Conference Calls and Webinars

ImageTrend hosts conference calls and webinars on a bi-monthly basis for services and a monthly basis for statewide agencies. During the meeting, ImageTrend shares information on product updates or enhancements, industry happenings and requests feedback. Suggestions for future discussion topics and networking among participants is also encouraged.

User Voice

User Voice is a community platform allowing system administrators to post feature requests or enhancement ideas. Users from throughout the country can vote and comment on these posts, getting various perspectives on ideas that may be especially beneficial. Each administrator receives a set amount of votes, so it is important to make those votes count. Each idea posted is carefully analyzed and may augment product roadmaps.

ImageTrend University

ImageTrend University provides a library of resources, including educational videos, manuals, quick guides and help documents for all ImageTrend products. Online education materials are available to all clients with support agreements. To access ImageTrend University, click the More tab, the Help link within your product application or the Community tab in Elite. The resources have been very useful as both refresher and initial education materials. The following screenshots depict various learning assets within the University.
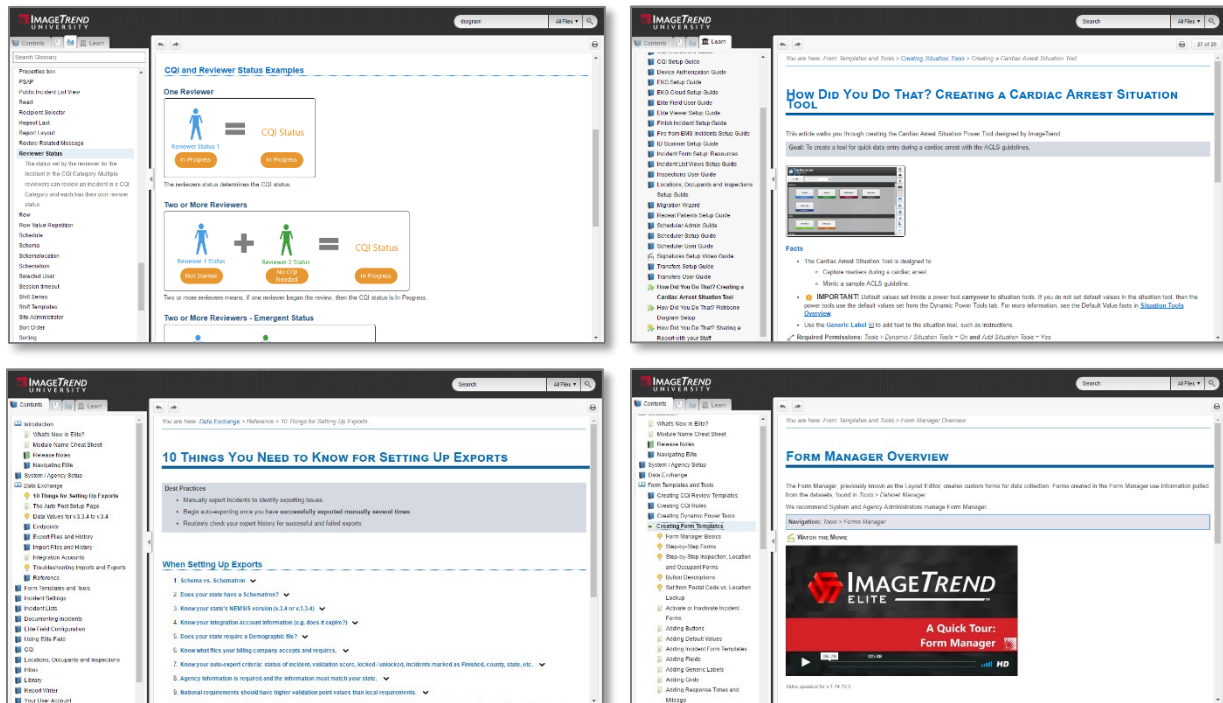
Examples of ImageTrend University

Upgrades and New Version Releases

ImageTrend manages all aspects of the software implementation and server infrastructure when a client chooses to host with us. Enhancements are applied following a release schedule, which includes notification of when the upgrade or maintenance is scheduled for and what can be expected following the upgrade. Sufficient time is provided to accommodate any client concerns or constraints. Our virtual infrastructure allows many upgrades or fixes to be applied without system downtime or service disruption. Updates to Elite Field™ occur simultaneously with upgrades to ImageTrend Elite™. The updates are pushed automatically and do not require human interaction.

The contents of the updates are determined by customer request levels and necessity. Our clients are instrumental in providing insight for determining the necessity and value of requested product enhancements.

ImageTrend support agreements include software updates so that applications continually offer the latest technology and provide new features. We encourage all clients to take advantage of these updates. If the client does not accept these, the client should be advised that ImageTrend, at its discretion, may offer limited support for previous versions. All code releases also maintain the integrity of any client specific configurations (i.e. templates, addresses, staff information, active protocols, etc.) that have been implemented either by ImageTrend's implementation staff or the client's administrative staff.

System Documentation

ImageTrend provides the most up-to-date documentation, including administrator and user manuals and release notes for any upgrades. With a support agreement, this documentation and supporting educational videos, presentations and other documents can be found at ImageTrend University, which can be accessed via your application. Documentation updates are available online at no cost.

System Maintenance

Change Request

When a client makes a change request, we apply that to other users and their needs to determine if it would be beneficial to others in the EMS community – from the local volunteer organization to the regional users to mid and large size cities and state governments. If the requested change would be beneficial to the product as a whole, it may be included in a version release. For client-specific requests, we seek further mutual understanding. Sometimes product understanding meets the intended outcome of the change request or a work around is found. If neither of these meets the needs of the client, we can establish a Statement of Work to customize the application for the specific client for additional fees.

Support Staff

ImageTrend's support staff includes EMS, fire and hospital professionals who are well versed in the technical aspects of our products. They are either well trained on the software, have used it in the field, or are the developers of the system.

Incident Reporting

Malfunctions

ImageTrend makes all efforts to correct malfunctions that are documented and reported by the client. ImageTrend acknowledges receipt of a malfunction report from a client and acknowledges the disposition and possible resolution thereof according to the Service Level Agreement. If the malfunction reported prevents all useful work from being done, or disables major functions from being performed, we undertake immediate corrective action to remedy the reported issue. If the malfunction reported represents a non-mission critical issue, reasonable corrective action to remedy the malfunction within three business days will be taken. If the malfunction reported disables only non-essential functions, resulting in degraded operations, we undertake reasonable corrective action to remedy the reported malfunction within a reasonable time period.

Submission

All support requests received by either direct phone contacts, Support Desk and support@imagetrend.com are recorded by client, incident description and disposition into our support log.

Support Log

Information regarding outstanding problems, fixes, modifications and improvements will be available to the client electronically and published on a regular basis to a Project Support Log which will be available for the client's access.

Problem Escalation and Resolution

ImageTrend has support available for clients via phone, Support Desk and/or electronic mail during ImageTrend's normal business hours (7:00 a.m. to 6:00 p.m. Central Standard Time, Monday through Friday, excluding holidays). The Project Manager will address operational issues on an ongoing basis. Senior Management will handle issues requiring further discussion and resolution.

SEVERITY LEVEL	EXAMPLES OF EACH SEVERITY LEVEL	NOTIFICATION ACKNOWLEDGEMENT	ACTION EXPECTATION
Description		*ImageTrend return call to licensee after initial notification of an error*	*Anticipated error resolution notification after ImageTrend return call to licensee of notification acknowledgement of an error*
High/Site Down	Complete shutdown or partial shutdown of one or more software functions; Access to one or more software functions not available; Major subset of software application impacted	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	Minor subsystem failure; Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training) or forgotten passwords	Within four (4) hours of initial notification	24 business hours
Low	System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon	Same day or next business day of initial notification	Future release

APPENDIX

ImageTrend Sample Standard Licensing Agreement

ImageTrend Quote

Billing /ePCR RFP - 12176-795

Prepared For

Fort Lauderdale

528 NW 2nd St
Fort Lauderdale, Florida 33311

Prepared By

Kevin Fink
Sep 23, 2018

IMAGE*TREND*®

Quote

IMAGE*TREND*®

Prepared For   **Bill To**

Fort Lauderdale   Fort Lauderdale
528 NW 2nd St   528 NW 2nd St
Fort Lauderdale, Florida 33311   Fort Lauderdale, Florida 33311

Salesperson	Quote Number	Date
Kevin Fink, Account Executive, 952-469-6178	QUO-03024-T5G8B9	Sep 23, 2018

Description	Qty	Frequency	
Elite™ EMS Setup	1	One Time	
Onsite Training Session - 8 Hours	3	One Time	
Travel	1	One Time	
Fort Lauderdale RFP Discount	*1*	*One Time*	
Elite™ EMS - SaaS *Includes Elite™ Field	1	Recurring	
EMS w/NFIRS Reporting	1	Recurring	
Health Information Hub™ Volume Tier	1	Recurring	
CAD Distribution	1	Recurring	
- CAD Vendor: Motorola Premier PrintTrak			
HIH™ Elite/Hospital Bi-Directional	1	Recurring	
Fort Lauderdale RFP Discount	*1*	*Recurring*	

Prepared By: Kevin Fink

Terms of Agreement: The above mentioned items will be invoiced upon Contract signature with payment terms of net 30 days.

- ◦ The recurring annual fees will be invoiced annually in advance.
- ◦ Project completion occurs upon receipt of the product.
- ◦ ImageTrend's license, annual support and hosting are based on 26,537 annual incidents as provided by Client.
  *IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for year two. These price increases will occur once a year and may not exceed 3% of the price then currently in effect.
- ◦ This proposal is valid for 90 days.
  IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable
  DISCLAIMER: This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations. A fully executed Contract Agreement will be required to be completed before an order is processed.

PRODUCT DESCRIPTIONS

Elite™ EMS - SaaS *Includes Elite™ Field
ImageTrend Elite is the most capable platform with full NEMSIS v3 certified compliance from field-based ePCR Collection to proven statewide Receive & Process. As the core platform for EMS, it boasts platform-independent design and an intuitive interface. This solution includes the ability to define permission groups, manage data lookup values, configure EMS-based forms (including validation and visibility rules), import and export NEMSIS v3 XML files, and use the robust CQI module, Training/Activities module, and Report Writer.

EMS w/NFIRS Tab
Elite EMS with the additional functionality of the NFIRS tab is beneficial for agencies not using Elite Rescue, and is typically used by those using an Elite EMS state site. It provides the ability to document and link NFIRS records to your EMS records.
Note: Only applicable for those using Elite EMS.

Health Information Hub™ Volume Tier
Health Information Hub provides bidirectional, automatic exchange of data - connecting EMS with hospital EMRs, HIEs, outcome data, billing and registry information. Connected data opens the door to new possibilities in integrated healthcare, and HIH allows the ultimate goal of improved patient outcomes to be realized through continuous quality improvement.

CAD Distribution
The ability to easily integrate CAD data into run reports is very beneficial in ensuring accurate data. CAD data can be obtained via a file export, a query or it can be sent directly to the ImageTrend web service. Only fields listed in the CAD integration workbook are available for population through the integration.

Onsite Training Session - 8 Hours
Training that is to be completed onsite at the client's location. Training topics can range from administrator training to user education to in-depth Report Writer usage.

HIH™ Elite/Hospital Bi-Directional
When an ePCR is in process or completed and posted, HIH transforms an ePCR into the appropriate hospital data format. Additionally patient outcome data is delivered from the hospital to the transporting agency.

ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044

Page 3 of 3

Tel: 952-469-1589
CAM 19.0290
Fax: 952-985-5671
www.imagetrend.com
Exhibit 9C
Page 206 of 324

SOFTWARE LICENSING AGREEMENT

CONTRACT NO.:

BETWEEN

CLIENT
ADDRESS
CITY, STATE, ZIP

AND

IMAGETREND, INC.
20855 KENSINGTON BLVD.
LAKEVILLE, MN 55044

IMAGETREND®

THIS AGREEMENT is made and entered into on the date last written below, by and between the ImageTrend, Inc., a Minnesota corporation (hereinafter "IMAGETREND"), and Client Name (hereinafter "CLIENT").

R E C I T A L S

> **WHEREAS,** IMAGETREND owns the software system known SOFTWARE; and

> **WHEREAS**, CLIENT desires to obtain the license of the Software mentioned above; and

> **WHEREAS**, IMAGETREND is willing to provide CLIENT with a non-exclusive license of the Software on the terms and conditions contained herein;

> **NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

SECTION 1. DEFINITIONS.

"Authorized personnel" means employees of CLIENT that use the Software in the scope of their employment, or CLIENT's contractors where the contractor's services must necessarily require access to the Software. Personnel who intend to: reverse engineer, disclose, or use or acquire for any purpose not in the scope of the personnel's employment or necessary for contractor services, any Confidential Information are not Authorized Personnel.

"Confidential information" means the proprietary products and trade secrets of IMAGETREND and/or its suppliers, including, but not limited to, computer software, code, technical parameters, price lists, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed by CLIENT pursuant to this AGREEMENT which is deemed confidential under existing state and/or federal law.

"**Custom Development**" means that CLIENT contracts IMAGETREND through a signed and accepted Statement of Work to customize the software. Each CLIENT shall have the non-exclusive license to utilize such software. Such software may then become a part of the core product and be distributed. Custom Development may require ongoing support and/or hosting and shall be subject to support and/or hosting fee increases. IMAGETREND maintains ownership of all Custom Development.

"**ePCR"** means an Electronic Patient Care Report

"ImageTrend Elite Data Marts" means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

"**ImageTrend Elite Reporting Tools**" means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

"Incident(s)" means an instance where the CLIENT sends a vehicle to a potential or actual patient.

"Licensed Information" means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form,

user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

"Perpetual License" means an unlimited use of software without rights for resale.

"Reference" means referral in the promotion of IMAGETREND'S software to other potential CLIENTS.

"Run(s)" means an incident where the CLIENT sends a vehicle to a potential or actual patient.

"Software" means the computer program(s) in machine readable object code form listed in Exhibit "A", including the executable processing programs comprising the various modules from the Software and the Licensed Information.

"**Statement of Work**" means the technical document which outlines mutually agreed upon system specification for Custom Development and associated costs, payment terms and acceptance procedures. This document requires CLIENT acceptance and signature prior to beginning work.

"Support" means interactive telephone and e-mail support, computer based online training, product upgrades and enhancements, along with defect corrections, delivered from IMAGETREND's offices.

"Upgraded Version" means the Licensed Software and/or Licensed Information to which updates, enhancements, corrections, installations of patches or other changes have been made. The exterior form of the Updated Version is reflected by changes to the version numbers.

SECTION 2. TERM OF AGREEMENT.
The term of this AGREEMENT shall be one year(s) from signature date, subject to Section 13 of this AGREEMENT. This AGREEMENT shall be subject to automatic annual renewal unless terminated by either party as provided in Section 13, below.

SECTION 3. GRANT OF LICENSE.
A.   NON-EXCLUSIVE PERPETUAL USE LICENSE.
In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept a non-transferable and non-exclusive perpetual use license of the Software. During the term of the AGREEMENT, the CLIENT shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the Service Level Agreement attached as Exhibit B. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT.

B.   IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE
In accordance with the terms and conditions hereof, IMAGETREND agrees to grant the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools as included and detailed in Exhibit A. This AGREEMENT does not give the CLIENT the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is available via separately-priced product and service offerings from IMAGETREND. This Section 3.B, is subject to the Non-Exclusive Use License as covered in Section 3.A and terms of this AGREEMENT.

C. PROTECTION OF SOFTWARE AND LICENSED INFORMATION.
CLIENT agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

CLIENT shall not nor shall CLIENT permit any third-party to, copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT.

CLIENT shall not, nor shall CLIENT permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this AGREEMENT.

D. DATA OWNERSHIP AND DATA PROTECTION.
All CLIENT data collected with IMAGETREND Software remains at all times the property of the CLIENT. IMAGETREND will not to use or make available any personally identifiable information other than for administering the CLIENT's account and collecting usage statistics in order to improve our products and services specifications. During the term of this AGREEMENT and after termination or expiration of this AGREEMENT, IMAGETREND will not in any way transfer to any third party or use in direct or indirect competition with the other party any information or data posted by CLIENT's and others on IMAGETREND's website and acknowledges that all such information is confidential. CLIENT shall have access to creative tools within the Elite Software platform. Use of these features is conditioned upon assignment to IMAGETREND of all copyrights in any work created within and using the Elite software platform, the terms of use for such creative tool features will prompt all users upon first use to agree to terms of use; those terms are hereby incorporated as part of this AGREEMENT and valid whether accepted before or after execution of this AGREEMENT. Please contact IMAGETREND for a copy of these terms prior to final acceptance of this AGREEMENT, if necessary.

E. CLIENT DATA.
Within thirty (30) days after the expiration of this AGREEMENT, the termination of this AGREEMENT, or IMAGETREND is no longer in business, IMAGETREND will deliver to the CLIENT its data, in machine readable format, on appropriate media, at the CLIENT's option. If the CLIENT wants the data to be delivered in a medium other than tape or CD, IMAGETREND shall do its best to accommodate the CLIENT, provided the CLIENT shall provide the medium on which the data is to be provided and shall pay for any additional cost incurred by IMAGETREND in accommodating this request.

SECTION 4. SOFTWARE ABSTRACT.
A. The IMAGETREND Elite contains and stores the data elements of an emergency medical database, including data schema and values that may originate from traditional computer aided dispatch (CAD) sources and data values that may be used in billing from pre-hospital patient care. The emergency medical database may contain certain vehicle transport information but does not contain data elements and/or values specific to the vehicle path tracking such as automatic vehicle location (AVL) or third party AVL integrations. The emergency medical

database does support integrations to third party CAD and billing solutions. The emergency medical database does not support any AVL, CAD or billing functions executed directly from the database. CLIENT shall not use IMAGETREND Software to integrate patient information from a clinical encounter associated with a patient incident requiring emergency medical care by the emergency transport crew with flight information relating to an emergency transport crew dispatch to produce an encounter record indicative of the patient's clinical encounter.

B. The IMAGETREND Elite contains and stores the data elements of an emergency medical database as defined, described and mandated by the National EMS Information System (NEMSIS). The dataset was adopted by IMAGETREND for State and local regulatory authorities as required by NEMSIS. The NEMSIS data schema and elements are the sole work of the NEMSIS organization in conjunction with the National Highway Traffic Safety Administration (NHTSA). The NEMSIS dataset contains data elements and data structures originating and potentially owned by a number of nonprofit third party organizations and government agencies such as the World Health Organization (ICD 9 and ICD 10), International Health Terminology Standards Development Organization (SNOMED), U.S Department of the Interior and U.S. Geological Survey (GNIS), National Institute of Standards and Technology (FIPS), Health Level Seven International (HL7), Joint APCO/NENA Data Standardization Working Group (AACN). The NEMSIS dataset offers customer driven extensibility that allows the end user to extend and define the dataset at their own discretion.

SECTION 5. SERVICES PROVIDED BY IMAGETREND.
A. SUPPLY OF SOFTWARE AND LICENSED INFORMATION.
IMAGETREND shall provide CLIENT software and services as detailed in Exhibit A.

B. MODIFICATIONS, IMPROVEMENTS AND ENHANCEMENTS.
During the terms of this AGREEMENT and any extensions under Section 2, IMAGETREND will provide CLIENT with error corrections, bug fixes, patches or other updates to the Software in object code form, to the extent available in accordance with IMAGETREND's release schedule. If CLIENT desires to add new functions or make enhancements to the Software, CLIENT must, for additional consideration, negotiate with IMAGETREND to develop new functions or improvements to the existing Software. All such error corrections, bug fixes, patches, updates, or other improvements or modifications shall be the sole property of IMAGETREND.

C. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.
1. IMAGETREND shall provide CLIENT with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services.
2. "Train-the-trainer" training for administrators as detailed in Exhibit A. Additionally, online training videos and user guides in electronic format will be made available.
3. Introductory training relating to the Software as detailed in Exhibit A. The parties may enter into a supplemental written AGREEMENT in the event CLIENT desires that IMAGETREND provide additional training.

SECTION 6. MAINTENANCE AND SUPPORT.
A. Application use support as detailed in Service Level Agreement Exhibit B.

B. Server hosting environment is monitored and supported 24/7. Emergency support information is available on the IMAGETREND Support site for emergency purposes. Non-emergency related contact may be charged to the CLIENT.

C. Maintenance of IMAGETREND software, which includes scheduled updates and new releases, as well as defect correction as needed, is included. Specific out-of-scope system enhancement requests will be reviewed with the CLIENT and subject to approval if additional charges are necessary.

SECTION 7. FEES.

A. Except as otherwise provided in this AGREEMENT, IMAGETREND shall offer the Products and the Services at the prices set forth on Exhibit A.

(i)   IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 2. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.

B. The fees for this contract are as detailed in the attached Exhibit A.

C. At any time during this AGREEMENT, the CLIENT may contract with IMAGETREND for additional software and services not covered in this AGREEMENT with fees to be negotiated on an item-by-item basis. The CLIENT may contract Custom Development by IMAGETREND for additional fees as outlined and agreed to in a signed and accepted Statement of Work.

D. If there is a delay in acceptance on the remaining items for longer than 60 days, IMAGETREND has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.

SECTION 8. PROTECTION AND CONFIDENTIALITY.

A. ACKNOWLEDGEMENT.
CLIENT hereby acknowledges and agrees that the Software and Licensed Information provided hereunder constitute and contain valuable proprietary products and trade secrets of IMAGETREND and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions. Accordingly, CLIENT agrees to treat (and take precautions to ensure that its authorized personnel treat) the Software and Licensed Information as confidential in accordance with the confidentiality requirements and conditions set forth below. CLIENT acknowledges and agrees that CLIENT shall not permit any non-Authorized User from accessing the Software made available to the CLIENT.

B. MAINTENANCE OF CONFIDENTIAL INFORMATION.
Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this Section 8 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by CLIENT by normal means upon the disclosure of the information by IMAGETREND; (iii) is duly obtained by CLIENT directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to CLIENT, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of CLIENT, subsequent to the receipt of the information by CLIENT.

C. SURVIVAL.
This Section 8 shall survive the termination of this AGREEMENT or of any license granted under this AGREEMENT.

SECTION 9. WARRANTIES.
A. PERFORMANCE.
IMAGETREND warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than IMAGETREND and its agents make any unauthorized amendment or change to the Software in any manner.

B. OWNERSHIP.
IMAGETREND represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to CLIENT.

C. LIMITATIONS ON WARRANTY.
All of IMAGETREND's obligations under this Section 9 shall be contingent on CLIENT's use of the Software in accordance with this AGREEMENT and in accordance with IMAGETREND's instructions as provided by IMAGETREND in the Licensed Information, and as such instructions may be amended, supplemented, or modified by IMAGETREND from time to time. IMAGETREND shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY IMAGETREND WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

SECTION 10. LIMITATION OF LIABILITY.
Unless otherwise provided in this Section 10, CLIENT's exclusive remedy for any damages or losses arising out of IMAGETREND's breach of warranties shall be, at IMAGETREND's option, either (i) immediate release from the AGREEMENT; or (ii) repair of the Software.

SECTION 11. INDEMNIFICATION.
A. INDEMNITY

IMAGETREND (which includes its agents, employees and subcontractors, if any) agrees to indemnify CLIENT, as well as any agents thereof from all damages, judgments, loss and expenses, but not including consequential or incidental damages arising out of:

(i)   any personal injuries, property damage, or death that CLIENT may sustain while using IMAGETREND's, as well as any agents thereof, controlled property or equipment in the performance of this AGREEMENT; or
(ii)   any personal injury or death which results or increases by any action taken to medically treat CLIENT agents, employees and subcontractors; or
(iii)   any personal injury, property damage or death that CLIENT may sustain from any claim or action brought against CLIENT, as well as any agents thereof arising out of the negligence or recklessness of IMAGETREND in the performance of this AGREEMENT,

Except for the foregoing claims, CLIENT, as well as any agents thereof agrees to indemnify, defend, and hold harmless IMAGETREND from all claims, lawsuits, damages, judgments, loss, liability, or expenses, arising out of any claim or action brought against IMAGETREND arising out of the negligence or recklessness of CLIENT, as well as any agents thereof in the performance of this AGREEMENT.

B. ENTIRE LIABILITY

SECTION 11 (A) ABOVE STATES THE PARTIES ENTIRE LIABILITY THE PARTIES SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INDEMNIFICATION. SECTION 9 OF THIS AGREEMENT STATES THE FULL EXTENT OF IMAGETREND'S WARRANTY AND SECTION 11(A) PROVIDES NO ADDITIONAL WARRANTY OF ANY KIND. ANY OTHER WARRANTY, EXPRESS OR IMPLIED OUTSIDE OF THIS AGREEMENT, INCLUDING THOSE ARISING OUT OF THE UNIFORM COMMERCIAL CODE, ARE WAIVED.

SECTION 12. INSURANCE REQUIREMENTS.
IMAGETREND will provide standard insurance coverage as detailed in a Certificate of Insurance, if requested.

SECTION 13. TERMINATION.
A. TERMINATION WITHOUT CAUSE.
Following the expiration of the original term of this AGREEMENT, either party shall have the right to terminate this AGREEMENT, without cause, by giving not less than sixty (60) days written notice of termination.

B. CUSTOM DEVELOPMENT TERMINATION
Either party shall have the right to terminate any Custom Development portion(s) of this AGREEMENT, without cause, by giving not less than thirty (30) days written notice of termination.

C. TERMINATION FOR CAUSE.
This AGREEMENT may be terminated by the non-defaulting party by giving not less than thirty (30) days written notice of termination if any of the following events of default occur: (i) if a party materially fails to perform or comply with this AGREEMENT or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 8 , above, or makes an assignment in violation of Section 15, below; (iii) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended from time to time, is filed by a party; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

SECTION 14. COOPERATIVE USE
Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal laws.

Any orders placed to, or services required from IMAGETREND will be requested by each participating agency. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The CLIENT shall not be responsible for any disputes arising out of transactions made by others. IMAGETREND shall be responsible for correctly administering this Agreement in

accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

SECTION 15. NONASSIGNABILITY.
CLIENT shall not assign this AGREEMENT or its rights hereunder without the prior written consent of IMAGETREND.

SECTION 16. GOVERNING LAW.
The parties agree that the law governing this AGREEMENT shall be that of the State of Minnesota without regard to its conflict of laws principles.

SECTION 17. COMPLIANCE WITH LAWS.
IMAGETREND shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 18. WAIVER.
Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this AGREEMENT or of any subsequent default or breach of the same or a different kind.

SECTION 19. NOTICES.
All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

TO CLIENT:

Client Name
Address Line 1
Address Line 2
City, State, ZIP

ATTENTION: Contact Name

TO IMAGETREND:

ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044

ATTENTION: Mike McBrady

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 20. FORCE MAJEURE.
Neither party shall be liable in damages or have the right to terminate this AGREEMENT for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

SECTION 21. ARBITRATION.

Any dispute between IMAGETREND and CLIENT under this AGREEMENT shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association (MINNESOTA) and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, IMAGETREND and CLIENT shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, who shall preside over any dispute. IMAGETREND and CLIENT shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this AGREEMENT and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any Minnesota court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. IMAGETREND and CLIENT shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

SECTION 22. INTERPRETATION.

This AGREEMENT has been negotiated between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT. Each party further acknowledges that it has not been influenced to any extent whatsoever in executing this AGREEMENT by any other party hereto or by any person representing it, or both. Accordingly, any rule or law or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the party that has drafted it is not applicable and is waived. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to effect the purpose of the parties and this AGREEMENT.

SECTION 23. SIGNATOR'S WARRANTY AND ACCEPTANCE BY PERFORMANCE.

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT, in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT. CLIENT understands and agrees that if CLIENT accepts any Software, goods, or services from IMAGETREND prior to IMAGETREND receiving a final, mutually signed copy of this AGREEMENT, that CLIENT has accepted this AGREEMENT and all of its terms and conditions.

SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS:

"CLIENT" (Client Name)   "IMAGETREND"

By:_____   By:_____

Name:_____   Name: Michael J. McBrady_____

Title:_____   Title: President_____

Dated: _____   Dated: _____

EXHIBITS

EXHIBIT A – Pricing Agreement

EXHIBIT B – Service Level Agreement

EXHIBIT C – HIPAA Business Associate Agreement

EXHIBIT D – Insurance Certificate

EXHIBIT E – Tax Exemption Certificate

EXHIBIT A – PRICING AGREEMENT

To be negotiated.

Payment Terms:
a. If there is a delay in acceptance on the remaining items for longer than 60 days, IMAGETREND has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.
b. CLIENT agrees IMAGETREND may, in IMAGETREND's discretion, cease to provide access, hosting, support or otherwise disable the Software listed in Exhibit A due to CLIENT's breach of contract, overdue payments, or missed payments.
c. CLIENT agrees IMAGETREND may charge to CLIENT a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. CLIENT also agrees IMAGETREND may charge to CLIENT all reasonable costs and expenses of collection, including attorneys' fees where, in IMAGETREND's discretion, payments are consistently deficient or late.
d. IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable

Pricing escalation factors:
a. IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 2. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
b. All Annual SaaS Fees are based upon anticipated usage and are subject to an annual usage audit, which may affect future fees.
c. All hosting fees are based upon anticipated usage and includes 30 GB of Storage total. These fees are subject to annual usage audits, which may affect future fees at an increase of $15/10GB/month for Storage.

Statements/Invoices should be mailed to:
Contact Person Name
Client Name
Address
City, STATE Zip
Phone:
Email:

ImageTrend Salesperson Contact:
NAME
952-469-1589
EMAIL
contracts@imagetrend.com

EXHIBIT B – SERVICE LEVEL AGREEMENT

PERPETUAL USE LICENSE, IMAGETREND HOSTED SOLUTION
VERSION 4.0

This agreement exists for the purpose of creating an understanding between IMAGETREND and CLIENT who elect to host the application on IMAGETREND's servers. It is part of our guarantee for exceptional service levels for as long as the system annual support fee is contracted. The Licensed IMAGETREND Hosted Solution Service Level Agreement guarantees your web application's availability, reliability and performance. This Service Level Agreement (SLA) applies to any site or application hosted on our network as contracted.

1. **Hosting at the ImageTrend's Datacenter**

   IMAGETREND's hosting environment provides **99.9% availability** and is comprised of state-of-the-art Blade Servers and SAN storage that are configured with the no single point of failure through software and infrastructure virtualization, blade enclosure redundancies and backup storage policies. Our Compellent SAN has a fiber channel backend, currently hosts 8TB of storage, has dual storage controllers with redundant power supplies and redundant paths to disk, and hot swappable drives. We do offsite replication to disk on a second SAN. Scheduled maintenance and upgrades do not apply to the system availability calculation and all CLIENTs are properly notified of such scheduled occurrences to minimize accessibility interruptions.

   ### Hardware
   IMAGETREND server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.
   - Independent Application and Database Servers
     - Microsoft SQL Server 2012
     - Microsoft Windows Server 2012
   - Redundant Power Supplies
   - Off-Site Idle Emergency Backup Servers (optional)
   - Sonicwall VPN Firewall
   - Redundant Disk configuration
   - Disk Space allocation and Bandwidth as contracted

   ### Physical Facility
   The IMAGETREND hosting facilities are located in downtown Minneapolis and Chicago with every industry standard requirement for hosting not only being met, but exceeded. Requirements such as power supply and power conditioning, normal and peak bandwidth capacity, security and fail over locations are all part of an overall strategy to provide the most reliable hosting facility possible.
   - Redundant, high-speed Internet connections over fiber optics.
   - Power protection via an in-line 80kVa UPS with a 150 KW backup diesel generator
   - Temperature controlled
   - Waterless Fire Protection and Clean agent fire suppression
   - Secured site access
   - Steel Vault Doors
   - 21" concrete walls and ceiling

Data Integrity

IMAGETREND applications are backed up daily allowing for complete recovery of data to the most recent backup:

- Daily Scheduled Database and Application Backups.
- Daily Scheduled backup Success/Failure notification to IMAGETREND staff

2. Application and Hosting Support

IMAGETREND provides ongoing support as contracted for their applications and hosting services, including infrastructure. This includes continued attention to product performance and general maintenance needed to ensure application availability. Support includes technical diagnosis and fixes of technology issues involving IMAGETREND software. IMAGETREND has a broad range of technical support services available in the areas of:

- Web Application Hosting and Support
- Subject Matter Expert Application Usage Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

IMAGETREND offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to IMAGETREND.

IMAGETREND's Support Team is available Monday through Friday from 7:00 am to 6:00 pm CST via the Support Suite, email or telephone.

Support Suite: www.imagetrend.com/support
Email: support@imagetrend.com
Toll Free: 1-888-730-3255
Phone: 952-469-1589

Online Support

IMAGETREND offers an online support system which incorporates around-the-clock incident reporting of all submitted tickets to IMAGETREND's application support specialists. Once a CLIENT submits a support ticket, he or she can track the progress with a secure login to the support application. The system promotes speedy resolution by offering keyword-based self-help services and articles in the knowledgebase, should CLIENTS wish to bypass traditional support services. Ticket tracking further enhances the efforts of Support Desk personnel by allowing IMAGETREND to identify patterns which can then be utilized for improvements in production, documentation, education and frequently asked questions to populate the knowledgebase. The support ticket tracking system ensures efficient workflow for the support desk specialists while keeping users informed of their incident's status. Support patterns can be referenced to populate additional knowledgebase articles.

Incident Reporting Malfunctions

IMAGETREND takes all efforts to correct malfunctions that are documented and reported by the CLIENT. IMAGETREND acknowledges receipt of a malfunction report from a CLIENT and acknowledges the disposition and possible resolution thereof according to the chart below.

Severity Level	Examples of each Severity Level:	Notification Acknowledgement: IMAGETREND Return Call to Licensee after initial notification of an Error	Action Expectation: Anticipated Error resolution notification after IMAGETREND Return Call to Licensee of Notification Acknowledgement of an error.
High/Site Down	- Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six hours
Medium	- Minor subsystem failure -Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training) or forgotten passwords	Within four (4) hours of initial notification	24 Business hours
Low	- System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon.	Same day or next business day of initial notification	Future Release

Service Requests (enhancements)
Any service requests that are deemed to be product enhancements are detailed and presented to the development staff, where the assessment is made as to whether these should be added to the future product releases and with a priority rating. If an enhancement request is specific to one CLIENT and deemed to be outside of the original scope of the product, then a change order is written and presented to the CLIENT. These requests are subject to our standard rates and mutual agreement. CLIENTS review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

Product release management is handled by IMAGETREND using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. Releases are based on one or more iterations during a schedule development phase. This includes by not limited to: development, architecture, testing, documentation, builds, test and use cases. Submissions of issues or requests are documented within our Product Management system and from there workflow is created to track the path from initial request to resolution.

Out of Scope
CLIENT may contract with IMAGETREND for Out of Scope services. This will require a separate Statement of Work and will be billed at IMAGETREND's standard hourly rate.

Maintenance and Upgrades
System/product maintenance and upgrades, if applicable, are included in the ongoing support and warranty as contracted. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and minor and major product changes. Customers are notified in advance of scheduled maintenance. It is the CLIENT's responsibility to accept all offered updates and upgrades to the system. If the CLIENT does not accept these, CLIENT should be advised that IMAGETREND, at its discretion, may offer limited support for previous versions. All code releases also maintain the integrity of any CLIENT specific configurations (i.e. templates, addresses, staff information, active protocols, etc.) that have been implemented either by IMAGETREND's implementation staff or the CLIENT's administrative staff.

Escalation

Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

EXHIBIT C – HIPAA BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") dated _____, 201___ (the "Effective Date"), is entered into by and between _____, a _____corporation (the "Covered Entity") and ImageTrend, Inc. a Minnesota corporation (the "Business Associate").

       WHEREAS, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the "Business Arrangements") pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

       WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Department of Health & Human Services ("HHS") promulgated the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards"), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a "Covered Entity", or collectively, "Covered Entities") to protect the privacy of certain individually identifiable health information ("Protected Health Information", or "PHI"); and

       WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the "Security Standards"), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information ("EPHI"); and

       WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a "business associate agreement" with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

       WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the "HITECH Act"), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

       WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

       WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement;

       NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations**. Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "Confidentiality Requirements"). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in

the same manner.

2. **Use of PHI**. Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by Covered Entity.

3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request.   Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** 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, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. 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. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.

7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts to** ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the

identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation**.

   a. <u>HIPAA Data Breach Notification and Mitigation</u>. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

   b. <u>Data Breach Notification and Mitigation Under Other Laws.</u> In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity's

determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

    c. <u>Breach Indemnification</u>. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

        i. Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.

        ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. **<u>Term and Termination.</u>**
    a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

    b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:

    i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or

    ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.

d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.

e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.

f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall 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 infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

13. **Miscellaneous.**
a. **Notice**. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

Compliance Office

_____

_____

_____

_____

If to Business Associate:

ImageTrend, Inc.
Attn: Michael J. McBrady
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

15. **Assignment**. Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

16. **Severability**. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

17. **Entire Agreement**. This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

18. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.

19. **Equitable Relief**. The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining

any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.

20. **Nature of Agreement; Independent Contractor**. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

21. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

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

COVERED ENTITY: (Client Name)

By: _____

_____
(Print or Type Name)

_____
(Title)

Date: _____

BUSINESS ASSOCIATE:

By: _____

Michael J. McBrady_____
(Print or Type Name)

President_____
(Title)

Date: _____

EXHIBIT D – INSURANCE CERTIFICATE

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EXHIBIT E – Tax Exemption Certificate

CLIENT to provide completed Tax Exemption Form, Tax Exemption Certificate, or other applicable documentation from the State Department regarding their Tax Exemption Status.

eso

PROPOSAL FOR PATIENT
CARE REPORT SOFTWARE

City of Fort Lauderdale
RFP# 12176-795

Prepared by ESO
October 2018

Contents

Executive Summary

Company Information	
Legal Name	ESO Solutions, Inc.
Address	11500 Alterra Parkways, Suite 100 Austin, Texas 78758
Phone Number	(866).766.9471
Type of Entity	Corporation, Private

Contact Information		
Individuals Authorized to Bind and Execute	Chris Dillie *Chief Executive Officer & President* Jennifer Mabe *Chief Financial Officer*	chris.dillie@esosolutions.com ext. 1022 jennifer.mabe@esosolutions.com ext. 1193
Questions Regarding RFP	Scot Metcalf (PRIMARY) Regional Account Manager	scot.metcalf@esosolutions.com (407) 242-8120
Contractual Matters	Scott Kelly *Director of Contracts*	Scott.kelly@esosolutions.com (512) 308-6508

Joint Venture

ESO Solutions, Inc. is not presenting a joint venture or association.

Company Background

The mission of ESO is to improve community health and safety through the power of data. ESO provides the industry's most reliable, user-friendly and innovative software and applications that are designed to meet the changing needs of EMS agencies, fire departments and hospitals across North America. We have a clear strategy to help EMS create better healthcare by leveraging the power of data to drive change organizationally and effect outcomes within communities. Our sole focus is on helping our customers succeed in providing a better level of care to those they serve. We believe that by sharing data with hospitals, nursing homes, public health, physicians, health information exchanges and other areas of the healthcare system, EMS will take its seat at the healthcare table. Founded in 2004, ESO serves more than 14,000 departments and agencies.

ESO's CEO, executive staff and management team, account managers, implementation specialists and certified software trainers have extensive experience in the pre-hospital environment. ESO currently has over 100 employees and continuing to grow. Together they bring more than 150 years of combined healthcare experience to ESO and the agencies we serve. They have served as EMT's, fire chiefs, medics, and led hospital emergency services, and relate quickly and easily to all of our clients. With a 97% client retention rate for five years running, we know that our people make the difference – and we are well known in the industry for character, integrity, reputation, and judgment. We encourage your agency to contact our references and to also ask about ESO Solutions throughout the industry.

We currently have over 2,200 customers deployed on our current EHR platform with well over 75,000 users on the system. In 2017, we implemented over 550 new customers and are on pace to surpass that this year, with XX currently in the implementation process. Whether 100 or 100,000 responses per year, we have developed a process to make sure you have a successful implementation that meets your agency's unique needs.

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ESO Product Suite

Centered on ESO's flagship product, ESO EHR, the ESO Software Suite delivers powerful reporting capabilities, unmatched ease of use, and operational tools to save time and improve the quality and accuracy of documentation. ESO's products offer intuitive features for field staff along with deep analytical capabilities and reporting metrics for administrators who need to report state and federal documentation.

The ESO Software capabilities include:

- **ESO EHR (EHR):** ESO EHR easily captures critical patient care information through a flexible workflow and user-friendly features. EHR is NEMSIS v 3.3.4 and v 3.4 compliant and submits electronic patient care data to the state on behalf of our customers, making data submission worry free.
- **ESO Analytics:** ESO Analytics makes complex data accessible with one-click reporting for clinical, operational and core measures. ESO Analytics integrates with EHR, Fire Incidents and HDE.
- **ESO Personnel Management:** ESO Personnel Management conveniently records and stores personnel information, training courses, education history, immunizations and more within a single application.
- **ESO Quality Management:** ESO Quality Management provides administrators the ability to review clinical and operational document to drive improvement.
- **ESO Quick Speak:** ESO Quick Speak enables EMS field providers to communicate with non-English speaking patients.
- **ESO Health Data Exchange (HDE):** ESO Health Data Exchange (HDE) enables secure data sharing between EMS and hospitals to support quality activities along the continuum of care. HDE gives EMS the power to increase efficiency, advance quality and improve patient care.
- **TrackEMS:** TrackEMS delivers a configurable mobile application for EMS and hospital staff to securely and efficiently communicate during time sensitive emergencies.
- **ESO Fire Incidents:** ESO Fire Incidents captures data on critical fire events and automatically submits NFIRS compliant reports into state repositories. Fire Incidents integrates seamlessly with EHR and Personnel Management.
- **ESO Fire Properties and Inspections:** ESO Fire Properties and Inspections easily collects and manages the data fire departments need to successfully develop pre-plans and conduct inspections.

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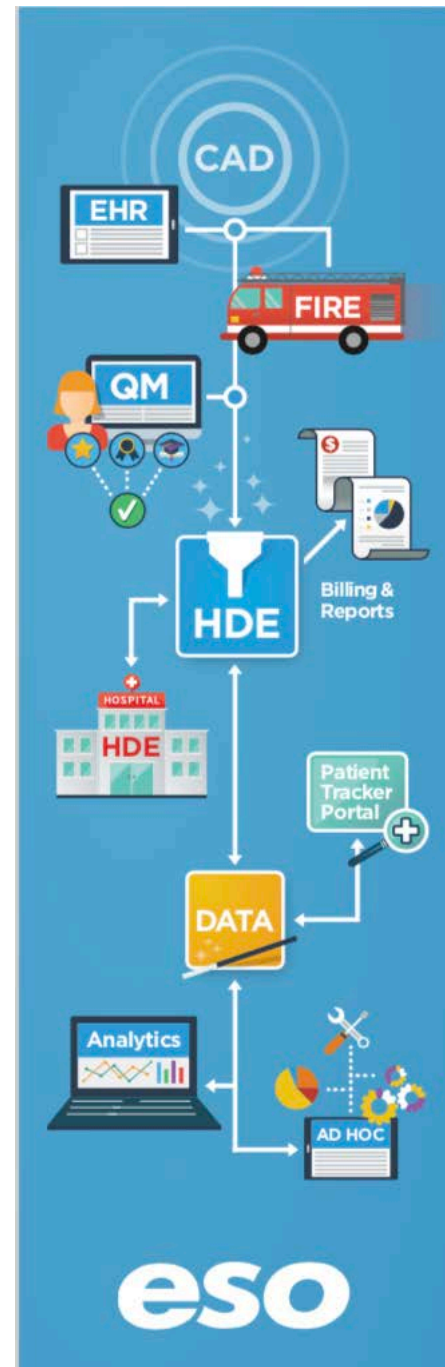
Introducing ESO EHR

EHR is ESO's fifth generation patient care record. Introduced in 2016, EHR featured a new user experience, taking ESO's reputation for ease of use to another level. Designed with the millennial in minds, the landscape orientation provides unparalleled maneuverability and speed of data entry.   Many users "drive" with their thumbs, navigating through efficiently and easily.

Tabs are organized in a workflow that makes sense to the prehospital provider.   Common selections are highlights, with the ability to quickly access more options when needed.   Quick Treats offer the ability for provider to hand the tablet to a non-medical person on scene to select and timestamp flowchart treatments, so the crew can continue to provide patient care and still perform real time documentation.

Providers love the ability to jump to vital sign entries or treatments as their partner calls out information and return to where they were without multiple clicks.   Validation rules insure complete data entry and state reporting compliance.   Even better, it insures reviewers and billers have the data they need to do their important tasks.

EHR Mobile provides the ability to work offline.   This is an essential requirement along the Texas Gulf Coast.   Data is stored locally in encrypted files until the tablet until the crew re-established a connection. ESO Mobile and the web app have the same user interface and perform identically.

Administrator will enjoy easy onboarding of new employees.   Tenant configuration is easy and offers hundreds of options to customize your agency experience.

This Software as a Service (SaaS) offering means your agency can focus its resources on clinical care and away from service maintenance and replacement.

We look forward to putting EHR in your hands so that you can experience the ESO way.

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Key EHR/ePCR Features

- A NEMSIS Gold (Version 3.3.4 and 3.4) compliant ePCR solution

- Free software upgrades and lifetime technical support

- A hosted, Software as a Service (SAAS) model that delivers cost-effectiveness and rapid deployment

- Web and mobile applications

- QuickSpeak, an optional, fully integrated language translation tool

- User-Friendly workflow

- Award-winning Analytics tools and comprehensive reporting options

- Auto mileage calculation

- Driver's license scanning

- Mobile-to-mobile data transfer

- Patient outcomes tracking

- Free State and Local Reporting

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EHR Feature Tour

From the Mobile Home page, users see a dashboard to view messages, see a count of records in that status center and can pre-enter the crew for that shift. The user can also start a new record directly from this page.
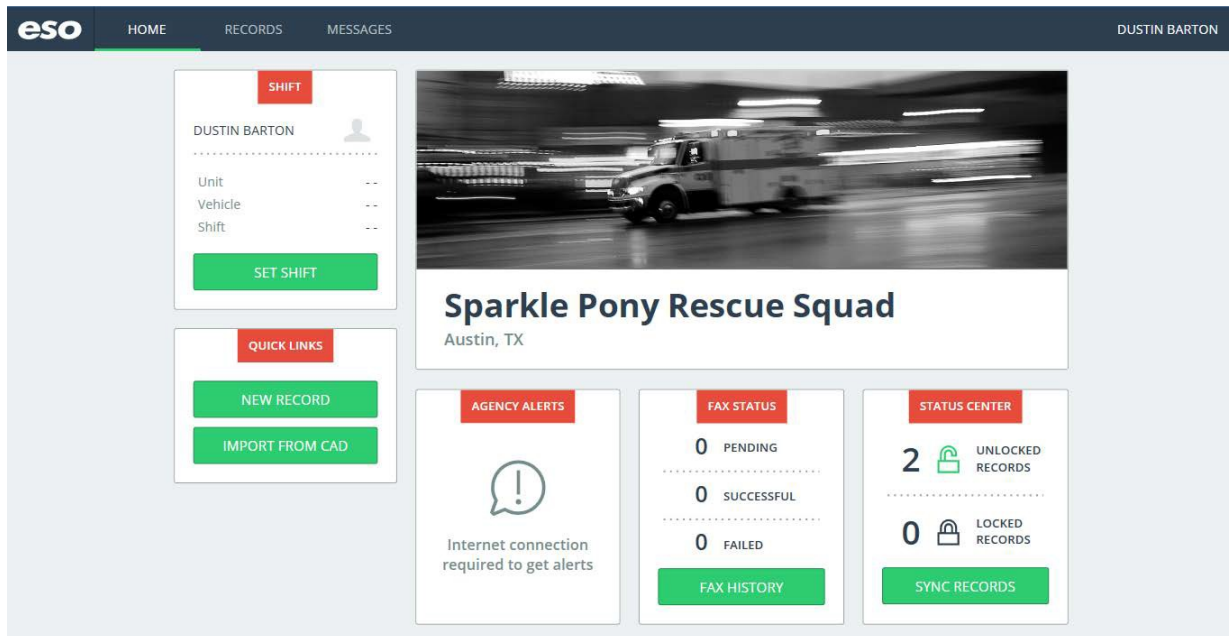
From the EHR Landing page, users add new calls (and may run multiple calls at once) as well as print/fax/email calls or upload files as attachments.

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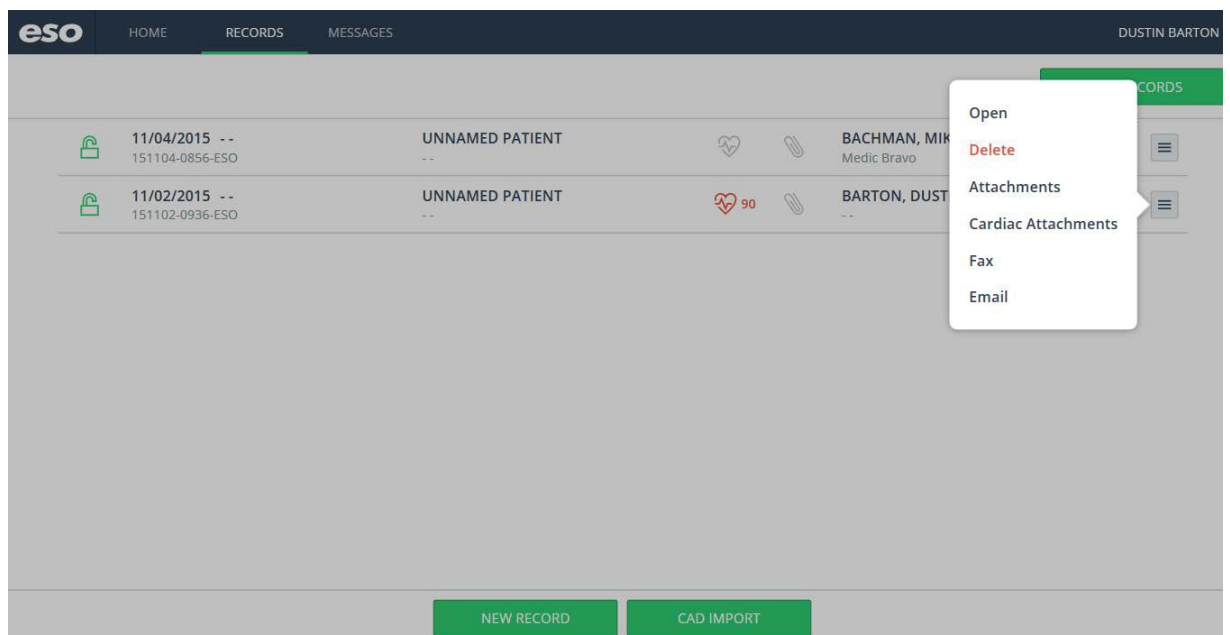
The Incident Details page provides a simple place for incident data entry and CAD import. With quick picks that allow for quick data entry and a left side navigation panel, the user can work thru the application swiftly and efficiently.

The **Patient Info** page includes a patient lookup feature, which populates the patient's demographic information, history, medications, and allergies, along with his or her billing information, from the last call.

ESO's **Quick Treat** feature allows end users to time stamp events, including vital signs, without having to leave their place within the record. Additional Quick Treat buttons are included in the General and Meds tabs.

Quick Treat CPR allows users to time stamp resuscitation events as they occur. Events that occur multiple times in the code are indicated by a counter in the corner of each item. All events entered through Quick Treat are editable in the main flowchart treatment area.

Users can input **Vital Signs** using ESO's touch screen input panel. Vital signs are displayed in the grid and include alert status (AVPU), whether blood pressure was taken in the right or left arm, and the position the patient was in when blood pressure was taken.

The Vital Signs tab includes a pain scale.

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The Flowchart tab enables the user to enter details for each medication and procedure attempted.

On the **Assessment Details** page, ESO uses toggle switches that allow a user to easily indicate a positive or negative finding based on a simple click to the left or right. All information populates the assessment grid.

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Assessment input options on the anatomical figures include a point and place injury process. This injury placement also populates the assessment grid.
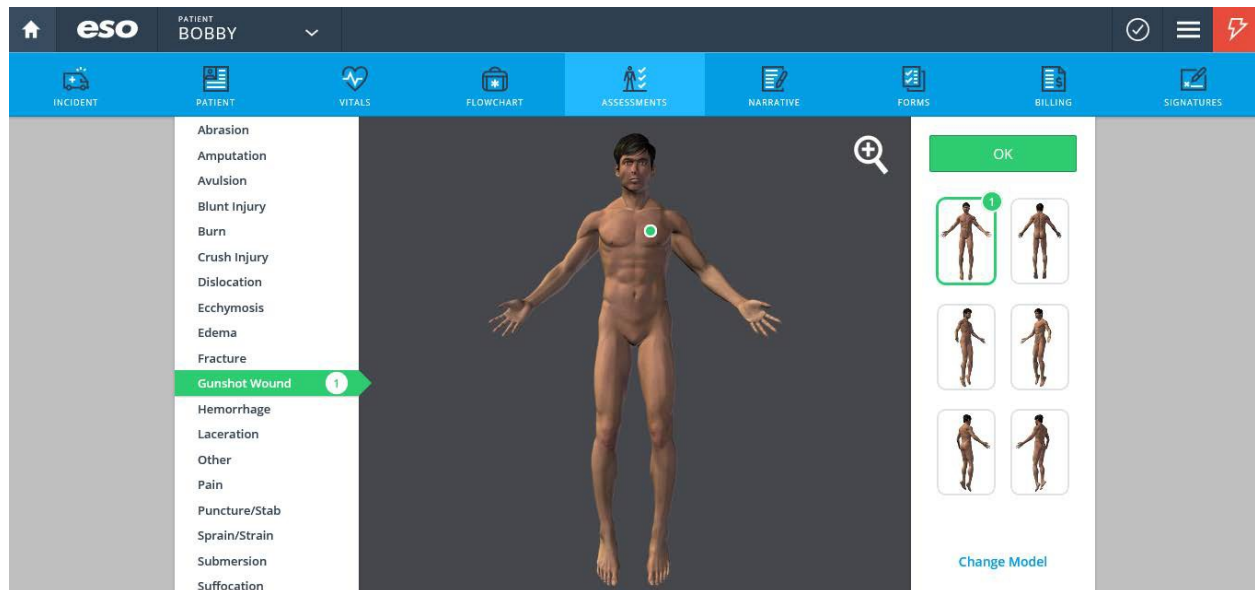
The **Narrative** page includes an open type text narrative box with inline spell check based on a medical data dictionary.
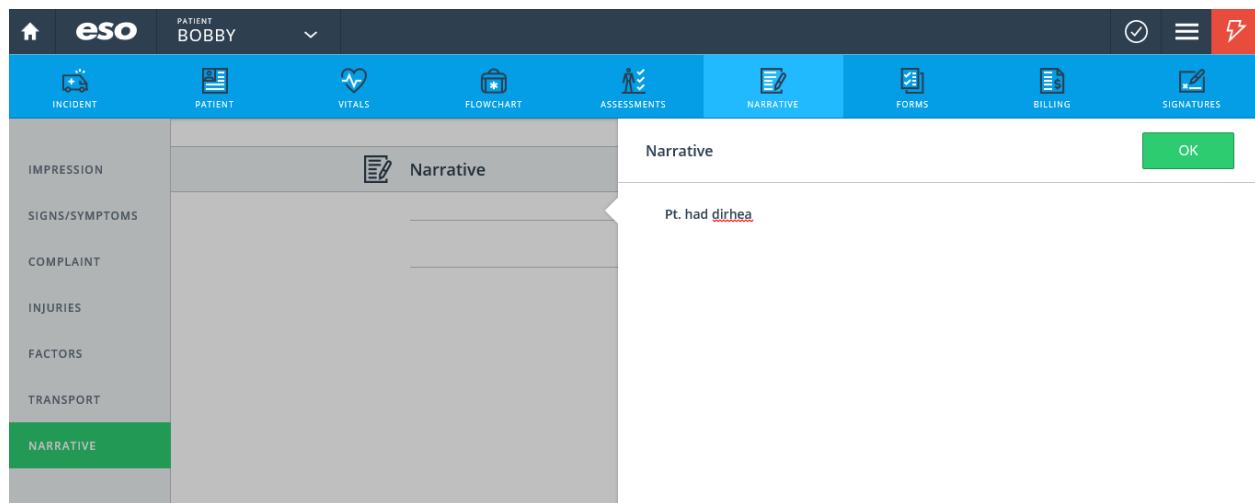
ESO's **Specialty Patient** forms are templates designed to enable end users to focus documentation on specific patient types.

ESO EHR accepts onscreen **Signatures** for multiple purposes.

Driver's License Scanning allows a user to import a patient's demographic information directly from their driver's license.
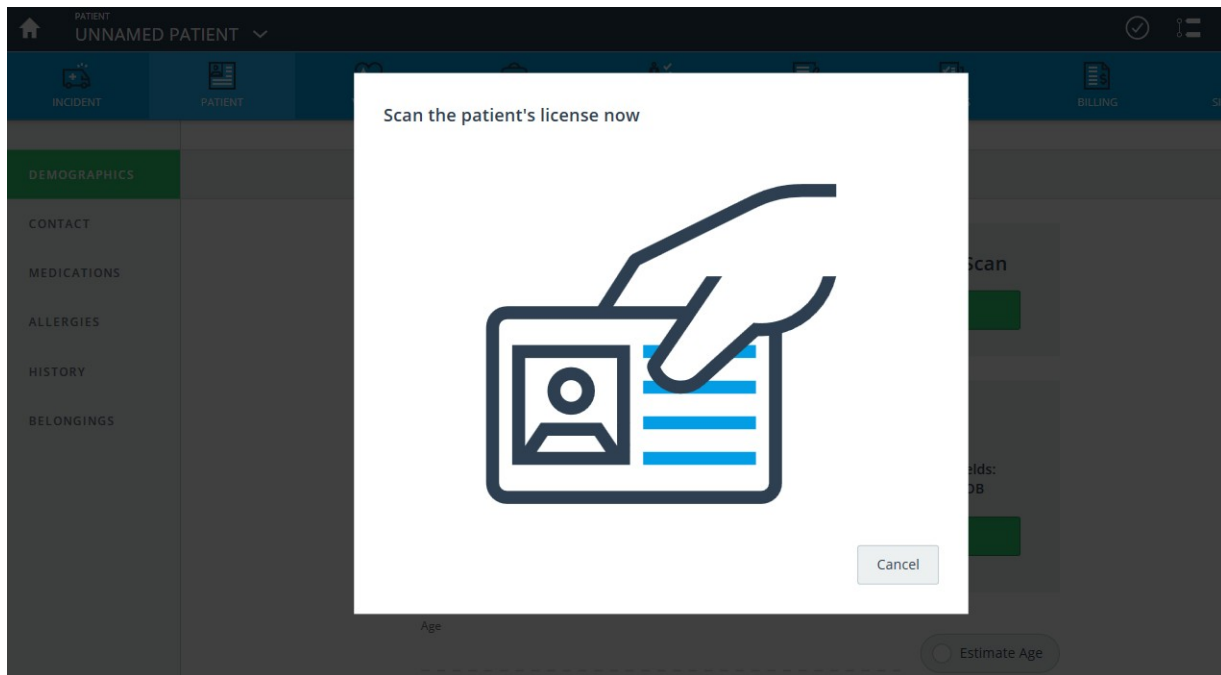
Quality Management

ESO QM enables designated staff to evaluate, approve and rate a patient care record electronically and provide feedback through a confidential messaging system.   Three primary review types are currently available:

- Documentation Review
- Billing Review
- Clinical Review

Most agencies audit 100% of billable records using the Billing Review workflow. Records completing this step are extracted to the Billing department or company for claims processing.   Adding this step, helps to insure a higher rate of clean claims and timely reimbursement.

Documentation Review enables quality reviewers to rate and comment on compliance with agency documentation standards. For some agencies, this overlaps or replaces the Billing Review process, but at others, it is focused soley of the quality of documentation.

Clinic Review provides the quality staff tools to identify and document clinical performance issues. Users can itemize and comment on issues, trending them for each individual or across the organization.   Reviewers can securely message the medical director to discuss issues.

Users can securely message crew members with feedback or request clarification or updates for any review type.

The QM module is currently undergoing a complete revision bringing it up to date with the current user interface and controls. We will also introduce new features and evaluation tools to enhance the quality review and performance improvement process.   The new QM module will debut in early Fall with a parity release, including the new updated user interface and improvement to the current functionality.   This will be followed quickly with a series of new features and tools.

Interfaces

ESO has been a leader in promoting interoperability across the continuum of pre-hospital and hospital care. ESO has hundreds of interfaces in production, including CAD, cardiac monitor, billing, 3rd party fire/NFIRS, and hospital information systems to name a few.

CAD INTERFACING

ESO has more than over 700 customers actively integrating CAD data into their EHR. CAD integration can be facilitated in one of two ways depending on client and CAD vendor preferences:

1. The CAD vendor writes an output file directly to our API.
2. ESO accesses a real-time backup database of the CAD data and installs a small application that points to the database and sends the data to our Web Service where it is then easily accessed by the EHR.

CARDIAC MONITOR

ESO currently supports Bluetooth, cable-connected and Wi-Fi integration with the Philips MRx cardiac monitor. In addition, we have cloud and Wi-Fi integration with the Zoll X-series as well as cable and Bluetooth integration with Zoll M and E Series. Because we cannot directly go into a cardiac monitor and retrieve data, we rely on the manufacturer to develop a process to export this data, and then we import into our software. ESO processes the file and not only imports the relevant data into the EHR but will attach the entire file to the incident so it can be reviewed in its entirety using the monitor manufacturers' review software. In addition to Philips and Zoll, we also integrate with the Physio-Control LP12 and LP15 cardiac monitors in a very similar manner.

HANDTEVY INTEGRATION

Handtevy allows EMS personnel to easily access pediatric dosages and equipment information directly via the EHR user interface.

Reporting

ESO offers multiple reporting capabilities, including our award-winning Analytics platform and our AdHoc reporting package.   ESO Reporting tools are user-intuitive and eliminate the need for reporting expertise or extensive training.

AD HOC REPORTING

Using the ad hoc reporting tools available in the ESO Suite, administrators can query agency data on virtually any field in the application. AdHoc functionality includes tools for the easy creation of both canned and customized reports, including report production on everything from ALS, BLS, CCT, and Detox events, to individual employees, to departmental statistics, to patient data. Reports can be exported and printed, and with ESO ad hoc, administrators can also create recipient groups and schedule reports.

ANALYTICS

ESO Analytics provides the agency unparalleled control over their data with the ability to create, share, and save custom reports in just a few clicks. ESO Analytics gathers all data and seamlessly weaves it into an easy to understand story of agency performance. The platform offers the industry' simplest user interface and query construction, making information production, trending and analysis easy for any user.

A library of base reports covering operational and clinical measures enable the user to trend performance across time within seconds.   Selecting a custom or preset date range enables user to automatically recalculate measures for the timeslice.   Key bits of information are clearly highlighted, allowing the user to quickly digest top level information.

How long does it take you to calculate intubation success rate for first attempt as well as overall success?   Can you quickly filter by those in cardiac arrest versus those that are still alive?   Isolate specific devices or providers?   We give you this complex query and calculation within seconds and with one click.

Analytics also provides the user with the ability to see performance for each quarter, month, or week in the timeslice for all protocol adherence reports and elapse time reports.   Users can drill down to individual patient records, review them and initiate a quality review without leave the module.

ESO also offers a host of service line reports, including California Core Measures and a limited number of Washington KPI's, NHTSA measures and Compass reports – with more coming.

Benchmarking capability is available for most standard reports.   Agencies can compare performance overtime against ESO's national database as well as requested state, regional or industry groups.

Chest Pain - Scene Time to 12-Lead ECG

08:03 — MM:SS Average to 1st 12-Lead ECG

66% — OF PATIENT ENCOUNTERS 12-Lead ECG < 08:00

174 — DAYS In Selected Time Slice

3,414 — PATIENT ENCOUNTERS In Selected Time Slice

	Dec '17	Jan '18	Feb '18	Mar '18	Apr '18	May '18	Jun '18	Jul '18	Aug '18	Sep '18	Oct '18	Nov '18	Dec '18	Total
00:00 - 04:59	1	145	150	140	138	175	104	-	-	-	-	-	-	853
05:00 - 07:59	5	259	207	262	223	249	179	-	-	-	-	-	-	1,384
08:00 - 09:59	4	71	74	73	62	83	57	-	-	-	-	-	-	424
10:00 - 14:59	2	101	74	91	78	86	52	-	-	-	-	-	-	484
15:00 - 19:59	-	22	35	33	21	19	17	-	-	-	-	-	-	147

CVA/TIA Stroke Exam Performance

Primary Impression equals "Stroke / CVA", "Suspected TIA", "TIA"   OR
Secondary Impression equals "Stroke / CVA", "Suspected TIA", "TIA"   OR
Narrative Treatment Protocol equals "Suspected Stroke"
Active equals "Active"
Locked equals "Locked"
Patient Age (Years) greater than or equal to "18"

88% — PATIENTS Receiving Stroke Exam

545 — DAYS In Selected Time Slice

3,666 — PATIENTS In Selected Time Slice

	Q1 2017	Q2 2017	Q3 2017	Q4 2017	Q1 2018	Q2 2018	Q3 2018	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020	Total
Stroke Exam Performed	594	508	534	529	520	532	-	-	-	-	-	-	-	3,217
Stroke Exam Not Performed	82	67	83	73	81	63	-	-	-	-	-	-	-	449
Total	676	575	617	602	601	595	-	-	-	-	-	-	-	3,666

Average Time To Locked Status - Transport Complete To Lock — EDITED

Current Year | Jan 1, 2018 - Jun 29, 2018 | Filters | Trend Lines

01:51:18 HH:MM:SS Average Completion Time

03:41:41 HH:MM:SS 90th Percentile Completion time

180 DAYS In Selected Time Slice

47,229 RECORDS In Selected Time Slice

Counts | % Rows | % Columns | % All

	Jan '18	Feb '18	Mar '18	Apr '18	May '18	Jun '18	Jul '18	Aug '18	Sep '18	Oct '18	Nov '18	Dec '18	Jan '19	Total
0 - 2 hours	7,032	6,347	6,669	6,601	6,910	5,818	-	-	-	-	-	-	-	39,377
2 - 4 hours	688	575	575	576	587	490	-	-	-	-	-	-	-	3,491
4 - 12 hours	528	477	575	548	572	522	-	-	-	-	-	-	-	3,222
12 - 24 hours	131	108	120	135	145	101	-	-	-	-	-	-	-	740
24 - 48 hours	49	44	43	40	38	39	-	-	-	-	-	-	-	253
48 - 72 hours	21	17	14	24	20	18	-	-	-	-	-	-	-	114

Average Chute Time — EDITED

Last 180 Days | Dec 31, 2017 - Jun 28, 2018 | Filters | Trend Lines

00:49 MM:SS Average Chute Time

66% OF RESPONSES Chute time < 01:00

180 DAYS In Selected Time Slice

49,174 UNIT RESPONSES In Selected Time Slice

Counts | % Rows | % Columns | % All

	Dec '17	Jan '18	Feb '18	Mar '18	Apr '18	May '18	Jun '18	Jul '18	Aug '18	Sep '18	Oct '18	Nov '18	Dec '18	Total
00:00 - 00:29	70	3,173	2,933	2,964	3,137	3,208	2,592	-	-	-	-	-	-	18,077
00:30 - 00:59	67	2,614	2,340	2,511	2,349	2,482	2,017	-	-	-	-	-	-	14,380
01:00 - 01:29	51	1,842	1,576	1,723	1,612	1,861	1,649	-	-	-	-	-	-	10,314
01:30 - 01:59	24	674	557	650	702	650	582	-	-	-	-	-	-	3,839
02:00 - 02:59	4	379	326	371	372	358	300	-	-	-	-	-	-	2,110
03:00 - 04:59	-	80	60	80	71	64	62	-	-	-	-	-	-	417

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Last 180 Days ∨   Dec 31, 2017 - Jun 28, 2018 ∨   Filters   Benchmark ∨   Trend Lines ∨

80% PATIENTS With Decreased Pain

2% PATIENTS With Increased Pain

18% PATIENTS With Unchanged Pain

180 DAYS In Selected Time Slice

Counts | % Rows | % Columns | % All

	Dec '17	Jan '18	Feb '18	Mar '18	Apr '18	May '18	Jun '18	Jul '18	Aug '18	Sep '18	Oct '18	Nov '18	Dec '18	Total
Pain Decreased	76.9%	79.5%	79.4%	80.2%	79.6%	79.8%	81.4%	-	-	-	-	-	-	80%
Pain Increased	-	1.9%	2.2%	1.8%	1.9%	1.4%	0.9%	-	-	-	-	-	-	1.7%
Pain Unchanged	23.1%	18.7%	18.4%	18%	18.5%	18.8%	17.6%	-	-	-	-	-	-	18.4%
Total	100%	100%	100%	100%	100%	100%	100%	-	-	-	-	-	-	100%

Last 180 Days ∨   Dec 31, 2017 - Jun 28, 2018 ∨   Filters

Counts | % Rows | % Columns | % All

	Transport	No Transport	Total
AARON (FF-P) HOWELL	75%	25%	100%
AARON BROWN	0.2%	99.8%	100%
AARON MCKEE	55.1%	44.9%	100%
AISON COHEN	100%	-	100%
ALEX ADMIN	50%	50%	100%
ALISON COHEN	78.9%	21.1%	100%
ALISON COHEN (STUDENT)	100%	-	100%
ANTHONY GRIFFIN	68%	32%	100%
Aaliyah Ford	-	100%	100%

Data Migration

ESO can migrate NEMSIS compliant data from your current system into the ESO database so that it can you can run reports from one system.   Custom data elements and non-NEMSIS data is not recommended.   any agencies elect to import PDF documents of patient care records from your current system so that they can be accessed through ESO's archive search utility.

Other terms and conditions will apply to data migration projects, which ESO will determine as it takes a closer look at individual projects.

ESO Health Data Exchange

With ESO HDE, any EMS, hospital system or other care provider connecting to the HDE platform can instantly collaborate with any other participating entity that uses ESO HDE with no additional setup required. Using the NEMSIS data standard, ESO HDE is able to take data from any pre-hospital data platform and deliver discrete data and the EMS run sheet to other providers in the continuum of care. Receiving entities map the EMS run sheet directly into their EMR for bedside review by clinicians or retrospective review for core measures or performance improvement activities. Entities may elect to receive and store the full NEMSIS XML file as a clinical and business intelligence resource, or they may utilize ESO Hospital Analytics for detailed reporting.

ESO coordinates with healthcare providers to determine the data elements and message types that best meet their individual facility needs. ESO can send and receive data to and from any EHR in a range of industry standard formats such as NEMSIS XML, CCDA and HL7.

Participating entities will enjoy data interoperability with the ability to follow patients across care environments as well as study aggregated population health statistics.

ESO has integrated with each of the major hospital based EHR platforms, including Epic, Cerner, Meditech, AllScripts and Medhost. We have also successfully connected with all the major EMS reporting platforms.

EMS and hospitals enjoy numerous benefits of data sharin

Reduce the need for paper reports
ESO will deliver the EMS run sheet in an electronic transmission to the receiving facility for any agency capable of producing a NEMSIS extract and PDF run sheet. If a run sheet is not available, ESO can construct a Clinical Summary document from the NEMSIS XML for deliver to the destination facility.

Import/interface EMS reports directly into EHRs
ESO has successfully delivered EMS run sheets to facilities using Epic and other EHR vendors for direct consumption into the patient's EHR record. We have multiple reference sites available.

Make EMS reports immediately available to Emergency Department staff
Availability of the run sheet to ED staff is directly related to the time of record completion and the extract timing. Our recommended standard is for agencies to require record completion prior to ED departure whenever possible and for data extract to occur on record "lock." Transmission from the EMS agency to ESO, translation within our engine and delivery to the EHR occurs within seconds in most systems.

Reduce hospital costs for search for EMS records for data abstraction
Cost reduction for registry entry can occur in a number of ways. ESO has multiple reference sites who have reported a sharp reduction in abstracting time because the EMS record is available in the EHR for every patient. These sites further attest the records are legible compared to the previously faxed and scanned versions prior to HDE. A dramatic reduction in searching for records, calling agencies asking for repeat copies, and delays waiting for medical records staff to process the EMS run sheet have been reported.

Provide hospitals with clinical and business intelligence on EMS volume while reducing request to EMS for data.
ESO Hospital Analytics provides the facility reporting capability for EMS volume and across the care continuum. Access to these reports will reduce service line reporting on EMS data for Stroke, Trauma and STEMI coordinators.

Provide improved statistical reporting for both sides (hospitals and EMS)
ESO Analytics provides reporting capability across the care continuum. This functionality is currently available for EMS agencies and will be available for hospitals sometime before the end of 2016. Users can explore the correlation between EMD, EMS Impression and ED Diagnosis. Trends in volume and core measures, as well as provider and system performance are available.

Dramatically improve QI data for EMS without overwhelming providers with information
ESO Analytics is easy to execute and simple to understand. Each report comes with a set of "GEMS" or key pieces of performance data along with line charts, bar charts or tables that illustrate performance. Runs are grouped within defined time slices and whether they meet or do not meet the standard. Users can easily drill down to a single patient record when needed.

Improve accuracy of billing data for all providers (hospital and EMS)
EMS agencies often struggle to get good billing data at the time of call. Consequently, billing agents must dedicate significant time to search for the information at the hospital or seek information from the patient or family. With HDE, hospitals send demographic and billing data to EMS once the information is confirmed in the facility. Updates to this information at the hospital are transmitted to ESO for amendment to the cumulative record. ESO has a variety of ways of making this information available to the EMS billing company.

Statistical data for QI purposes
ESO will provide a list of approximately 300 data elements for the facility to consider. The minimum data set should include demographic, billing, length of stay, diagnosis and disposition information. Additional elements requested include procedures, vital signs, labs, imaging, and medications administered in the ED. Each facility will review and approve a prescribed shared data list unique to that facility based on their compliance requirements and technological capabilities.

Specific patient data with a capability for viewing by appropriate EMS personnel (e.g., EMS access portal or secure web page)
An ESO participating agency will have access to a secure, role base portal to view outcomes data. The agency will have established user access rights for various roles in the organization to insure minimum necessary information is shared with specific users in their individual roles as defined in the specific HIPAA use case.

The portal security is claims based. Therefore, audited access can be granted or revoked based on the user's account access privileges as well as a variety of factors such as originating message source, message type and user's parent organization. Very specific content access rules can be generated using this system from the ability to only allow a member to view their contributed records or escalated access to all records.

ESO will coordinate with entities to establish security policies and define the appropriate level of access for each role. All access to these records intentional or otherwise is captured into an auditing subsystem.

ESO HDE is a separate offering for each participating hospital. ESO will include a connection for the EMS agency that will enable data sharing with any participating facility. Currently in the Houston market, all HCA hospitals participate in HDE. Other hospital systems are expected to sign.

Technical Features and Security

ESO uses the Software-as-a-Service (SaaS) model of software delivery. Microsoft Azure is our data hosting facility. Based in Virginia, the data hosting facilities are SAS 70, Type II, PCI compliant and meet a number of rigorous requirements that help ensure the security of customer data at all times:

- High Availability Standards – Each data center location offers 24 x 7 x 365 onsite staffing, plus a robust backbone network, redundant power and environmental controls, and other backup equipment designed to keep servers continuously up-and-running.
- Unsurpassed Physical Security – ESO's state-of-the-art data centers are equipped with video surveillance systems, on site security and require dual-token authentication for access.
- Reliability and Backup – ESO schedules off-site, automatic client data backups nightly, up to the last committed transaction.
- Disaster Recovery – ESO's disaster recovery measures include built-in redundancy for each component of the hardware infrastructure, including multiple database servers with a Raid-5 configuration.

ESO employs robust encryption technology to protect client data and communications, including 256-bit SSL Certification and 1024-bit RSA public keys — the lock icon in the browser indicates that data is fully shielded from access while in transit. All HIPAA-sensitive data stored on the field device is encrypted. Any data transmitted over HTTPS protocol to the central database is encrypted. In addition, ESO employs strict operating system security, two-factor authentication and database security measures at its data hosting facilities:

- All HIPAA-sensitive data stored on the field device is encrypted.
- Any data transmitted over HTTPS protocol to the central database is encrypted.

Additional safeguards ensure that information is not inadvertently shared with unauthorized individuals on an end user level:

- Email addresses and/or fax numbers are assigned to specific incident locations. If a user wishes to email or fax a record, that record can be sent only to the address or fax number associated with that facility.
- Hospital administrators who are assigned login access using ESO Patient Tracker or Health Data Exchange will be able to access only the records for patients transferred to their particular hospital.

Corporate Background and Experience

ESO Management Team

Chris Dillie, Chief Executive Officer

Chris was the co-founder of ESO and has been with the company since its 2004 inception, first as Vice President of Marketing and Sales and now as President and CEO, a position he has held since 2009. He brought 13 years of EMS experience and a solid business background to ESO, having served in roles ranging from EMS manager to founder of a real estate company that bought, sold and managed properties. Chris designed the first several versions of the ESO EHR software, and his vision continues to be the driving force behind the development of new products to meet the changing demands of the healthcare market.

Brent Myers, MD MPH, Chief Medical Officer

Dr. Myers is an internationally recognized expert in the areas of Emergency Medicine, EMS, Population Management, and Clinical Informatics. He maintains triple board certification and continues to practice as an EMS Physician with the Wake County EMS System in Raleigh, NC. Prior to joining ESO, Dr. Myers had extensive experience in both the public and private sectors, serving as the Director and Medical Director for the Wake County EMS System as well as Chief Medical Officer and EVP for Medical Operations for Evolution Health. He has published extensively in the peer reviewed literature and is a highly sought after thought leader, delivering invited lectures nationally and internationally. He currently serves as President of the National Association of EMS Physicians (NAEMSP). Dr. Myers' primary role at ESO is to provide clinical and informatics leadership for the suite of offerings in the healthcare platform as well as to serve as the primary liaison with EMS Medical Directors, State Medical Directors, and other Chief Medial Officers.

Allen Johnson, Vice President, Healthcare Division

Allen brings to ESO 30 years of EMS experience as a paramedic, educator and administrator. He most recently served as the Executive Director for Emergency Services for the HCA Gulf Coast Division where he worked closely with local EMS agencies and hospital service lines to integrate continuity of care and improve service delivery and outcomes. Prior to his work at HCA, Allen led the Montgomery County Hospital District as Chief Executive Officer and has served on numerous boards including the Southeast Texas Regional Advisory Council, Medilife, and the Wartburg Theological Seminary. Allen holds a BS in Psychology and a Masters of Public Administration from Texas A&M University.

Brandon Martinez, Vice President, Engineering; Chief Software Architect

Brandon has more than eight years of experience building distributed applications across multiple industries. He is responsible for managing the design and development of ESO Solutions' diverse portfolio of SaaS products while spearheading internal research and development initiatives. Prior to joining ESO Solutions, he developed and deployed high-volume, transactional messaging applications for Dell Inc.'s global warehouse management system and authored interfaces for relaying the execution of fixed income security t r a d e s to various back-end applications at JPMorgan Chase & Co.

Richard Hale, Director, Product Management

Richard is an accomplished software development manager and architect with more than 12 years of diverse industry experience, including emphasis on enterprise relevant business intelligence and large scale highly transactional systems development. In his last position prior to joining ESO Solutions, he served as Director of Business Intelligence for Multimedia Games Inc., where he expanded the company's product line to include geographically dispersed centrally managed electronic video lottery and back office casino systems. Richard's primary role at ESO is to advance the company's product development processes and to expand our product portfolio utilizing innovative techniques and cutting-edge technologies.

ESO Firm Experience

ESO is an Austin based health IT company. Founded in 2004, we currently host over 2200 agencies and 55,000-plus end users across more than 48 states on our flagship EHR platform. Agencies include large and small, urban and rural, and across federal, regional, and local governments, hospitals, volunteer departments, and private agencies. n 2017, ESO acquired SafetyPAD along with its 100 agencies, including Chicago, Boston, Washington DC and numerous other major metropolitan agencies. We also acquired FIREHOUSE Software along with its 11,000-customer base. Together, we host more than 190 million encounters.

ESO offers a full suite of healthcare and fire applications. We were the first EMS vendor to offer a successful interoperability platform connection between EMS and hospital partners to share clinical and quality data. We have over 300 facilities actively sharing data with their EMS partners.

ESO employs over 200 employees. Our headquarters are in Austin, Texas hosts approximately 100 staff members, including our executive staff, our healthcare product and development teams, marketing, implementation and support.   Des Moines, Iowa is home for our FIREHOUSE Software staff. Regional account representatives typically live in the region in which they work. We have a small group of support and engineering employees that work remotely across the United States.

ESO was the first major vendor to offer a Software as a Service (Saas) platform to EMS users.   This allows agencies to run the EHR system from any computer with an internet connection, as well as from a mobile component for data entry at the patient's side. This hosted model makes our solutions fast and easy to implement, and there is no upfront investment for server hardware. Updates to the software are automatically deployed to end users, reducing demands on the ever-increasing needs of agency information technology staff. Further, our customers rest assured that our data hosting facilities meet rigorous requirements to protect customer data at all times through high availability standards, unsurpassed physical security, reliability and backup, and a disaster recovery plan. A SaaS solution enables EMS agencies to focus on their primary role as a healthcare provider knowing their system and data are in good hands.

Detailed Training Plan

	Milestones:
1	Project Kickoff
2	Information Gathering and System Setup
3	Installation of Mobile Software and Cardiac Monitor Interface
4	Online Administrative Training
5	Mobile Software Testing
6	Billing Interface
7	Online Administrative Training (QM/reporting)
8	Online End-User Testing
9	Regulatory Compliance/Data Reporting
10	System Testing
11	System Go-Live and Post-Implementation Support

About Our Training and Implementation Process:

ESO's blended implementation and training plan relies on both on-site and remote, off-site training. Having implemented over 2,200 customers, ESO provides flexible training options to meet the specific needs of your agency. Outlined in the section above is our typical approach, however we can customize the plan according to your desired roll-out plan.

ESO places a special emphasis on the 'train the trainer concept' by identifying the need for "power users" to receive more advanced, or detailed, training. These power users are expected to learn the product well enough to educate future employees and provide refresher training if necessary. Further, once the system is placed into production, ESO offers customer support, regional learning opportunities, and a host of materials available for training. We do not train our agencies and leave – we support our agencies and their end users through the lifetime of the contract. Customer support is included   within your contract.

MILESTONE 1: PROJECT KICKOFF
Deliverables: Introductory Kickoff Conference Call Agency Key Players Worksheet

To initiate the implementation process, the ESO Client Services administrator will contact the agency's project manager to schedule a introductory conference call. ESO will provide a planning worksheet to identify key players who will participate in the implementation and ongoing administration of the software. Agency participants should include the agency administrators, quality management leadership, and local IT resources. Documentation will also be provided highlighting areas that the agency will need to consider during the transition to the ESO EHR suite, including the need to align terminology and outline any new workflows for the organization's day-to-day operations. The agency will receive a detailed list of these areas during project implementation.

Following the introductory call, a more formal kickoff call will introduce the ESO to a larger audience of agency stakeholders, including all those that will participate in the implementation process. The purpose of the call is to enable the agency and ESO implementation team members to introduce themselves and begin to discuss project deliverables, task ownership, and tentative timelines including possible online and onsite training dates. ESO and the agency will identify and begin planning for any interfaces such as CAD and billing.

After the call, ESO will provide the agency's project implementation team a summary of the call along with the agreed upon project timeline, including milestones for:
- Documentation return
- EHR system setup by ESO
- Interface programming and testing, if applicable
- Online administrative training
- Completion of EHR system setup
- Mobile software installation and testing
- End user training
- End user practice
- Post-implementation follow-up

ESO and the agency's project lead can discuss the scheduling of additional meetings and other means to report progress.

MILESTONE 2: INFORMATION GATHERING AND SYSTEM SETUP
Deliverables: Agency Account Provisioning

Agency setup begins immediately after kickoff and last for approximately two weeks. The milestone time frame may vary depending on how quickly the agency returns the completed setup file and how quickly the agency completes its portions of the system setup after the account is setup by ESO. ESO creates a tenant account for the agency in ESO Suite and imports the information provided in the agency's EHR setup file, including personnel, units, vehicles, facilities to and from which they commonly transport patients. When this setup is complete, ESO will provide designated agency users with login information to complete the agency portion of the setup. This includes:
- Adding a company logo (can be completed by ESO during initial setup if preferred)
- Assigning user names
- Assigning roles and claims
- Loading patient refusal form and/or other agency-specific, custom forms for capturing signatures in the field
- Adding agency-specific billing authorization language
- Establishing agency password and lockout policies
- Creating data retention, patient lookup and update settings
- Creating new users and assigning user roles and login credentials
- Adding any additional facilities, units, vehicles etc. beyond those entered by ESO during initial system setup
- Configuration of interventions, therapies and medications
- Configuration of agency validation rules
- Addition of optional, pre-defined data fields

ESO will train agency administrators on this functionality during the online administrative training session and also will provide detailed help guides to assist administrators throughout this process.

MILESTONE 3: INSTALLATION OF MOBILE SOFTWARE AND CARDIAC MONITOR INTERFACE
Deliverable: Mobile Software Installation

ESO will provide the link to the mobile software to the designated agency contact. The agency is responsible for deployment of the mobile client on the selected hardware.   This may occur simultaneous with Milestone 2.   ESO provides instruction and support to the agency staff responsible for this task.
Installing ESO EHR Mobile involves the following steps:
- Install prerequisites if necessary (included as part of installation package)

- Install mobile application and software for cardiac monitor interface (part of installation package)

MILESTONE 4: ONLINE ADMINISTRATIVE TRAINING (ADMIN/OVERVIEW)
Deliverable: Online Training

Local admin training usually occurs within one week after ESO receives the completed setup file from the agency. This training is generally three hours in duration and should be attended by anyone who will be participating in the administration of the EHR system and who has a good understanding of the department's processes.

ESO utilizes GoToMeeting for online training and the maximum number of attendees is 25. Training objectives and activities include:
- A brief overview of the ESO EHR application
- Adding additional facilities, units, vehicles etc. beyond those entered by ESO during initial system setup
- Configuration of clinical data including impressions, interventions and medications
- Configuration and maintenance of the ESO administrative console
  o Adding a company logo
  o Assigning user names
  o Assigning roles and claims
  o Loading agency-specific, custom forms
  o Adding agency-specific billing authorization language
  o Establishing agency password and lockout policies
  o Creating data retention, patient lookup and update settings
  o Creating new users and assigning user roles and login credentials

MILESTONE 5: MOBILE SOFTWARE TESTING
Deliverable: Software Testing

This activity occurs immediately after mobile software installation. All users should log in to both the web and mobile applications to ensure that they have been assigned an appropriate level of access to the system. Agencies usually designate a few early adopters to submit test reports to familiarize themselves with the system. These users will typically take on an internal consultation role during roll out.

MILESTONE 6: BILLING INTERFACE (IF APPLICABLE)
Deliverable: Billing Interface Testing

ESO Solutions has successfully completed billing interfaces to a variety of billing software packages. During the implementation phase, ESO and the billing partner will work together to deploy and test the interface.

MILESTONE 7: ONLINE ADMINISTRATIVE TRAINING (QM/REPORTING)
Deliverable: Online Training

This training takes place online as a separate online session. ESO conducts this training using regularly scheduled, bi-monthly GoToMeeting sessions and it is recommended that all of your supervisory and billing staff attend. They do NOT need to pre-register for any given class. A class schedule will be

provided to you at the completion of your initial administrative training session as well as information on how to join the ongoing training sessions. This training usually lasts two hours.

The focus of the additional administrative training is to provide:

- An overview of ESO Reports
- Detailed class over the usage of the ESO Quality Management system
- Information specific to the processing of Billing Records

MILESTONE 8: ONSITE END USER TRAINING

Deliverable: Onsite training

This activity typically occurs approximately ten days before system go-live. This final phase of training is designed to familiarize end users with the features and functionality of the EHR module.

The goal of end user training is to reach as many field users as possible and to develop a core group of power users from the EMS organization. This group will provide a cohort of local trainers to teach future staff. This training takes users through each tab of the EHR application, giving them in-depth views into the functionality and usability of all aspects of the software. Users will be provided with opportunities for hands-on involvement with the software to reinforce learning and will be given ample time to ask questions about any issues they may encounter during day-to-day use. Training objectives include:

- Overview of data flow and system security, including creating login credentials
- Entering patient data on the ESO EHR Mobile software as well as the web-based application (this will include descriptions of all fields and data flow explanations)
- Extended sessions for training end users and troubleshooting issues (if training power users)

ESO recommends two end user training sessions per day of onsite training. Each end user session lasts approximately 3 to 3.5 hours. Ideally, classes of 20 or less are held in an appropriate classroom setting with projection and wireless internet access. End users follow along on mobile computers, are preferred.

Power users stay all day with a standard training session in the morning and in-depth training in the afternoon. ESO's implementation team will work carefully with the agency to meet all training needs and requirements.

Selecting which individuals from the organization will learn how to use and teach others to use the software is vital to the success of the project. These power users will gain an in-depth knowledge of ESO EHR and will ensure continuity in staff education by providing training and mentoring to the rest of the organization, including new employees who join the agency after the initial onsite training and deployment have occurred.

The power users selected will receive advanced information about EHR systems in general and ESO EHR in particular. They should be comfortable with technology, be champions of ESO and have a clear understanding of the organization's internal processes and objectives for data collection. Note that these individuals will not necessarily be the people with the highest rank or the longest tenure.

System administrator(s) should also plan to attend at least one of the power user/end user classes. This not only acknowledges administrators' support of the new program, but it also allows them to acquire additional expertise on the software's functionality so that they may serve as knowledgeable resources. ESO recommends that attendees be off-duty for user training and administrators offer personnel to hardware ratio of no more than 3:1 to create an optimal learning environment.

Agencies are encouraged to move to full use of the system within ten days of training. Training guides and videos are available for reference by administrators and users at all points of set-up, training and live use of the system. Resources are updated regularly to include upgrades to the software. Power users may utilize these training materials during later training sessions in the matter they see fit.

MILESTONE 9: REGULATORY COMPLIANCE
Deliverable: State Reporting Testing

Set up for data reporting to the regulatory agencies typically happens between end user training and system go-live. States may require agencies to go through training on the registry site and submit a copy of our jointly executed Business Associates Agreement.   ESO will assist agencies in meeting compliance standards for their demographics file and general data reporting standards.
ESO also will work with the agency to complete any necessary integration with the State and/or County Regulatory reporting systems.

MILESTONE 10: SYSTEM TESTING
Deliverable: Agency Sign Off

Agencies are encouraged to initiate testing with ESO and move to full use of the system within ten days of training.

MILESTONE 11: SYSTEM GO-LIVE AND POST-IMPLEMENTATION SUPPORT
Deliverables: Live System and Ongoing Support Ongoing Training

Post-Initial Implementation Process
ESO provides continual support to the customer. The assigned implementation manager remains the primary point of contact for 60-90 post go-live to make sure the process is running smoothly. After that initial time period, while the implementation manager and regional account manager are always available to you, the primary point of contact of any issues becomes our support department.

Post Implementation Support
ESO's account managers, implementation specialists, and certified software trainers have extensive experience in the pre-hospital environment. Together they bring more than 150 years of combined healthcare experience   to ESO and the agencies they serve. Members of the ESO team have served as EMT's, fire chiefs, medics, nurses, led hospital emergency services, and relate quickly and easily to clients. *With a 97 percent client retention rate for over five-years running*, ESO knows their people make the difference
– and are well known in the industry for character, integrity, reputation, and judgment.

Agencies can contact ESO by toll free number, chat, or e-mail to handle routine as well as immediate action needs, as well as any technical question related to the software. ESO's client services team is available 24 hours per day, 7 days per week, to include holidays. The benefit of ESO's support function is that – even outside of the client services team – clients can contact ESO and speak to almost anyone and they can assist on both the clinical and operational aspects of the software and its reporting tools.

Clients may access training documents and videos from a link on the landing page of the application. Training guides and videos are available for reference by administrators and users at all points of set-up, training and live use of the system. ESO updates the training materials regularly to include upgrades to the software. ESO also provides clients a link to a reference materials page from which they may print an unlimited number of reference guides covering ESO EHR for administrators and end users, quality management, ESO EHR Mobile, and more.

ESO also holds an annual WAVE conference in Austin, holds regional meetings, communicates via newsletters, and provides updated training tools for updates and release notes. Further, ESO implements state mandates into the software immediately, and they evaluate all requests for changes

to the hardware for potential implementation.

Upgrades and Enhancements

Historically, ESO upgrades three to four times per year. This occurs during the 4:00 am – 6:00 am (CST) timeframe and generally only lasts 30 minutes. As a SaaS service, upgrades and product enhancements are "delivered" (available) to the user on log in.

It is important to note that mobile reporting is still available during this time.

Bug fixes and patches

Changes required by state and national agencies are implemented immediately and available to users on log in, as are any mutually beneficial updates, bug fixes, and patches. As a SaaS model, ESO's software automatically pushes upgrades and bug fixes to end users, reducing your efforts and allowing us to deliver targeted customer support.

Project Team Description and Roles

Project Organization Chart
Once an agency executes a contract, the ESO implementation team will lead your agency through implementation. The team includes:

Pat Piper, Training & Implementation Manager						
Ryan Fouts, Implementation Specialist	Sandy Jones, Implementation Coordinator	Monica Simpson, Implementation Coordinator	Wade Bredemeier, Implemetnation Specialist	Catherine Karr, Implementation Coordinator	Nancy Hock, Implementation Coordinator	David Bulloch, Implementation Coordinator

Pat Piper, Training and Implementation Manager
Pat has been a licensed paramedic since 1996 and joined ESO in fall 2008. Prior to joining ESO, she held positions as EMS supervisor, clinical manager and education coordinator in various EMS agencies in Texas, including Montgomery City Hospital District. Pat also helped to write the Strike Team Curriculum after training with the first Strike Team to be certified in the state of Texas and participated in numerous deployments for disaster response including activations within the Catastrophic Medical Operations Center in Houston. Pat has completed more than 1,500 implementations.

Ryan Fouts, Implementation Specialist
Ryan worked as a paramedic and EMT for nearly 18 years in the public and private sector, including both ground and aeromedical. This experience also includes providing training for new and experienced EMS providers as it relates to various EMS topics including CPR, WMD/Hazmat, and the use of technology in the practice of pre-hospital medicine.   Ryan primary focus at ESO is CAD and monitor interface set up.

Sandy Jones, Implementation Coordinator
Sandy has more than nine years of experience in client services relations and has held a variety of roles in customer service, marketing/sales, membership services, and management. She is responsible for assisting clients and ESO Implementation Specialists with new customer software implementations and has been with ESO four years.

Catharine Karr, Implementation Coordinator
Catharine has more than ten years of experience in customer service and has held a variety of roles in the software industry that include support, implementation, training, and management. She is responsible for assisting clients and ESO Implementation Specialists with new customer software implementations and has been with ESO for four years.

Deborah J. McCoy-Freeman, Implementation Specialist
Deb has experience in EMS education and program development spans over 25 years. Her clinical background includes critical care, trauma, emergency department nursing. Prior to joining ESO, she was

the Director of Training at EMSCharts, Inc for three years. She served as the EMS Education Specialist for the University of Pittsburgh Medical (UPMC) Center Prehospital Care Program for 9 years. Deb coordinated onsite and online training and education for more than 40 ALS ambulance services in southwest Pennsylvania. She spent 7 years in northeast North Dakota developing and implementing a rural ALS intercept program through a grant from the Office of Rural Health Policy in the Health Resources and Services Administration (HRSA). This project encompassed the development of multi-level protocols, mutual aid and billing contracts, training and education for EMS providers and hospital staff. Deb also served as the Regional EMS Coordinator and Ambulance Training Officer for Altru Health System in Grand Forks, ND. Originally from the Iowa/Illinois area, Deb has been an RN since 1979 and a paramedic since 1990, launching her EMS education experience in 1989 as an EMS Nurse Educator for Trinity Medical Center, EMS Department in Moline, IL.

Monica Simpson, Implementation Coordinator
Monica has more than ten years of experience in the Information Technology realm and has held a variety of roles that include software implementation, training, administration and support, as well as content management. She is responsible for assisting clients and ESO Implementation Specialists with new customer software implementations, and has been with ESO nearly two years.

Wade Bredemeier, Implementation Specialist
Wade has worked in EMS for 25 years as an EMT/Paramedic and EMS Captain in the mountains of Colorado. He has 22 years in all facets of EMS Education from EMT-Basic to Paramedic courses and everything in between. He has been an End User Trainer for ESO for a year and a half and has now joined ESO in Austin full time as an Implementation and Training Specialist.

Nancy Hock, Implementation Coordinator
Nancy has more than 10 years of experience implementing software for clients and also has experience in software training & troubleshooting, report writing, project management as well as Human Resources/Benefits administration. She is responsible for assisting clients and ESO Implementation Specialists with new customer software implementations, and has been with ESO for nearly one year.

Sample Software Agreement

1. **Fill in Contact Info Below**

Contact	Name	Email	Phone
Primary Business Contact			
Invoicing Contact			
Legal Contact			
Software Administrator Contact			
Privacy/HIPAA Contact			
Tax Exempt?	YES OR NO	If YES, return Exempt Certificate with Agreement	
Purchase Order Required?	YES OR NO	If YES, return PO with Agreement	

2. **Sign page 8 & the last page.**

3. **Email entire contract to legal@esosolutions.com and your sales representative.**

4. **Enjoy your ESO Software**

MASTER SUBSCRIPTION AND LICENSE AGREEMENT

      This Master Subscription and License Agreement (the "Agreement") is entered into as of _____ ("Effective Date"), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 9020 North Capital of Texas Highway, Building II-300, Austin, TX 78759 ("ESO") and _____ ("Customer") having its principal place of business at _____ . This Agreement consists of the General Terms & Conditions below and any Addenda (as defined below) executed by the parties, including any attachments to such Addenda.

      The parties have agreed that ESO will provide Customer with certain technology products and/or services and that Customer will pay to ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as set forth in the pages that follow.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement shall have the meanings below:

   1.1. "Add-On Software" means any complementary software components or reporting service(s) that ESO makes available to customer through its Licensed Software, Interoperability Software or SaaS.

   1.2. "Addendum" or "Addenda" means a writing addressing an order of a specific set of products or services executed by authorized representatives of each party. An Addendum may be (a) a Software Schedule (see Exhibit A1 – A4), (b) a Statement of Work, or (c) another writing the parties intend to be incorporated by reference into this Agreement.

   1.3. "Customer Data" means data in electronic form managed or stored by ESO, which is entered into or transmitted through the Software.

   1.4. "Deliverable" means software, report, or other work product created pursuant to a Statement of Work.

   1.5. "Documentation" means user guides, operating manuals, and specifications regarding the Software covered by this Agreement.

1.6. "Feedback" refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.

1.7. "Intellectual Property" means trade secrets, copyrightable subject matter, patents, and patent applications and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.

1.8. "Interoperability Software" means software-as-a-service that ESO hosts (directly or indirectly) for Customer to exchange healthcare data with others. Some of ESO's Reporting Services may be made available to Customer via the Interoperability Software. For the avoidance of doubt, Interoperability Software does not include Add-on Software, Licensed Software or SaaS.

1.9. "Licensed Software" means on premise software that ESO provides to Customer for its reproduction and use. For the avoidance of doubt, Licensed Software does not include Add-on Software, Interoperability Software or SaaS.

1.10. "Professional Services" means professional services that a Statement of Work calls on ESO to provide.

1.11. "Protected Health Information" or "PHI" shall have the meaning set forth in HIPAA. All references herein to PHI shall be

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construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

1.12. "Reporting Services" means collectively the different programs or tools ESO provides for Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.

1.13. "SaaS" means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use. For the avoidance of doubt, SaaS does not include Licensed Software, but does include Add-on Software and Interoperability Software.

1.14. "Software" means any computer program, programming or modules specified in each Software Schedule or SOW. For the avoidance of doubt, Add-on Software, SaaS; Interoperability Software; and Licensed Software shall collectively be referred to as Software.

1.15. "Software Schedule" refers to an Addendum in which Customer has ordered either Add-on Software, Licensed Software, Interoperability Software or SaaS, collectively Software. *See* Exhibits A1
– A4.

1.16. "Statement of Work" or "SOW" refers to an Addendum in which Customer has ordered Professional Services or a Deliverable from ESO.

1.17. "Support Services" means those services described in Exhibit B.

1.18. "User" means any individual who uses the Software on Customer's behalf or through Customer's account or passwords, whether authorized or not.

2. **SOFTWARE SCHEDULES.** During the Term of this Agreement, Customer may order Software from ESO by signing a Software Schedule.

Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Software Schedule, Exhibits A-1, A-2, A-3, and A-4, are incorporated herein by reference.

3. LICENSE/SUBSCRIPTION TO SOFTWARE

3.1. Grant of License. In the case of Licensed Software, during the Term of this Agreement ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Software Schedule and as necessary for Customer's internal business purposes; provided that, Customer complies with the Restrictions on Use (Section 3.3) and other limitations and obligations contained in this Agreement. Such internal business purposes do not include reproduction or use by any parent, subsidiary, or affiliate of Customer, or any other third party, and Customer shall not permit any such use.

3.2. Grant of Subscription. In the case of SaaS, during the term of this Agreement Customer may access and use the SaaS, in such quantities as are set forth on the applicable Software Schedule; provided that, Customer complies with the Restrictions on Use (Section 3.3) and other limitations contained in this Agreement.

3.3. Restrictions on Use. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or

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create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term of this Agreement. Customer recognizes that the Software and its components are protected by copyright and other laws.

3.4. Delivery. In the case of Licensed Software, ESO shall provide the Licensed Software to Customer through a reasonable system of electronic download. In the case of SaaS, ESO shall grant Customer access to SaaS promptly after the Effective Date.

3.5. Third-Party Software. Software may incorporate software and other technology owned and controlled by third parties ("Third-Party Software"). ESO is licensed to sublicense and distribute Third-Party Software. All Third-Party Software falls under the scope of this Agreement. Moreover, ESO neither accepts liability, nor warrants the functionality, reliability or accuracy of Third-Party Software, including but not limited to third-party mapping applications.

4. HOSTING, SLA & SUPPORT SERVICES

4.1. Hosting & Management. Customer shall be solely responsible for hosting and managing the Licensed Software. ESO shall be responsible for hosting and managing the SaaS.

4.2. Service Level Agreement. No credits shall be given in the event Customer's access to SaaS is delayed, impaired or otherwise disrupted (collectively, an "Outage"). If such Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for three consecutive months or three months in any rolling twelve-month period (collectively, "Uptime Commitment"), then Customer shall have the option to immediately terminate this Agreement; and ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.

4.3. Scheduled Downtime. In the event ESO determines that it is necessary to intentionally interrupt the SaaS or that there is a potential for the SaaS to be interrupted for the performance of system maintenance (collectively, "Scheduled Downtime"), ESO will use good-faith efforts to notify Customer of such Scheduled Downtime at least 72 hours in advance and will ensure Scheduled Downtime occurs during non-peak hours (midnight to 6 a.m. Central Time). In no event shall Scheduled Downtime constitute a failure of performance by ESO.

4.4. Support and Updates. During the Term of this Agreement, ESO shall provide to Customer the Support Services, in accordance with Exhibit B. Exhibit B is incorporated herein by reference.

5. FEES

5.1. Fees. In consideration of the rights granted and except in the event there is a Third-

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Party Payer (as defined below), Customer agrees to pay ESO the fees for the Software and/or Professional Services as set forth in the Software Schedule(s) or SOW(s) (collectively, "Fees"). The Fees are non-cancelable and non-refundable.
Customer shall pay all invoices within thirty (30) days of receipt. In the event a third-party is paying some or all of the Fees on behalf of Customer ("Third-Party Payer"), the Software Schedule will state that payment obligation. The parties agree that Customer may replace the Third-Party Payer by submitting to ESO written notice memorializing the change. However, no such change shall be made until the then- current Term's renewal. Moreover, Customer is responsible for payment in the event the Third-Party Payer does not pay the Fees and Customer continues using the Software. For the avoidance of doubt, any such Addenda will become part of this Agreement.

5.2. <u>Uplift on Renewal</u>. Except in the instance of Overages (as defined below), Fees for Software, which recur annually, shall increase by three percent (3%) each year this Agreement is in effect.

5.3. <u>Taxes and Fees</u>. This Agreement is exclusive of all taxes and credit card processing fees, if applicable. Customer is responsible for and will remit (or will reimburse ESO upon ESO's request) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.

5.4. <u>Appropriation of Funds</u>. If Customer is a city, county or other government entity, the parties accept and agree that Customer has the right to terminate the Agreement at the end of the Customer's fiscal term for a failure by Customer's

governing body to appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid. Moreover, Customer agrees to provide ESO reasonable documentation evidencing such non- appropriation of funds.

5.5. <u>Audit Rights</u>. ESO may regularly audit Customer's use of the Software and charge Customer a higher annual Fee if Customer's usage has increased beyond the tier contracted for in the current Software Schedule or otherwise assess additional fees (for example, Customer is uploading more records into the Software than it has previously contracted for) (collectively, "Overages"). ESO may invoice for Overages immediately. Notwithstanding the foregoing, it is solely Customer's responsibility to report Overages to ESO in a timely manner.

6. TERM AND TERMINATION

6.1. <u>Term</u>. The term of this Agreement (the "Term") shall commence on the Effective Date and continue for the period set forth in the applicable Software Schedule or, if none, for one year. Thereafter, the Term will renew for successive one-year periods, unless either party opts out of such renewal by providing at least sixty days' written notice before the scheduled renewal date. The license period or subscription period shall begin on the date specified in the applicable Software Schedule, and this Agreement shall automatically be extended to ensure that the contract Term is coterminous with the subscription period or license period, as applicable.

6.2. <u>Termination for Cause</u>. Either party may terminate this Agreement or any individual Software Schedule for the other party's

material breach by providing written notice. The breaching party shall have thirty days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.

6.3. Bankruptcy/Insolvency. This Agreement and any applicable Software Schedule may be terminated immediately upon the following: (a) the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party; (b) the making of an assignment for the benefit of creditors by the other party; or (c) the dissolution of the other party.

6.4. Effect of Termination.

6.4.1. If this Agreement or any Software Schedule is terminated by Customer prior to the expiration of its then- current term, for any reason other than ESO's breach, Customer agrees to immediately remit all unpaid Fees as set forth on the applicable Software Schedule equal to the Fees that will become due during the remaining Term.

6.4.2. If Customer terminates this Agreement or any Software Schedule as a result of ESO's breach, then to the extent that Customer has prepaid any Fees, ESO shall refund to Customer any prepaid Fees on a pro- rata basis to the extent such Fees are attributable to the period after the termination date.

6.4.3. Upon termination of this Agreement or any Software Schedule, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law.

6.4.4. Termination of this Agreement is without prejudice to any other right or remedy of the parties and shall not release either party from any liability (a) which at the time of termination, has already accrued to the other party, (b) which may accrue in respect of any act or omission prior to termination, or (c) from any obligation which is intended to survive termination.

6.5. Delivery of Data. If Customer requests its data within sixty (60) days of expiration or termination of this Agreement, ESO will provide Customer access to Customer Data in a searchable .pdf format within a reasonable time frame thereafter. ESO is under no obligation to retain Customer Data more than sixty (60) days after expiration or termination of this Agreement.

7. REPRESENTATIONS AND WARRANTIES

7.1. Material Performance of Software. ESO warrants and represents that the Software will materially perform in accordance with the Documentation provided by ESO, if any.

7.2. Warranty of Services. ESO warrants that its personnel are adequately trained and competent to perform Professional Services and/or Support Services and that each will be performed in a professional and workmanlike manner.

7.3. Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement has been duly authorized by all necessary corporate or government action.

7.4. Customer Cooperation. Customer agrees to reasonably and timely cooperate with ESO, including but not limited to providing

ESO with reasonable access to its equipment, software, data and using current operating system(s).

8. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) ESO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) ESO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE. CUSTOMER THEREFORE ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

9. CONFIDENTIALITY

9.1. "Confidential Information" refers to the following items: (a) any document marked "Confidential"; (b) any information orally designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five (5) business days; (c) the Software and Documentation, whether or not designated confidential; and (d) any other nonpublic, sensitive information reasonably considered a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a

result of a party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; (v) is required to be disclosed by law; or (vi) PHI, which shall be governed by the Business Associate Agreement rather than this Section.

9.2. Nondisclosure. The parties shall not use Confidential Information for any purpose other than to fulfill the terms of this Agreement (the "Purpose"). Each party: (a) shall ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein and (b) shall not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.

9.3. Disclosure of ESO's Security Policies. Customer acknowledges that any information provided by ESO pertaining to ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture are considered Confidential Information and shall be treated by Customer in accordance with the terms and conditions of this Agreement.

9.4. Injunction. Customer agrees that breach of this Section would cause ESO irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, ESO will be entitled to injunctive relief against such breach or threatened breach, without

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ESO proving actual damage or posting a bond or other security.

9.5. Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three (3) years after the date of disclosure; provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify, in writing, the destruction thereof.

9.6. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto.

9.7. Open Records and Other Laws. Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.

10. **INSURANCE.** Throughout the term of this Agreement, and for a period of at least three
(3) years thereafter for any insurance written on a claims-made form, ESO shall maintain in effect the insurance coverage described below:

10.1. Commercial general liability insurance with a minimum of $1 million per occurrence and $1 million aggregate;

10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of $1 million for bodily injury and property damage liability;

10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of $1 million each accident or disease; and

10.4. Computer processor/computer professional liability insurance ("Technology Errors and Omissions") covering the liability for financial loss due to error, omission or negligence of ESO, and Privacy and Network Security insurance ("Cyber") covering losses arising from a disclosure of confidential information, with a combined aggregate amount of $3 million.

11. INDEMNIFICATION

11.1. IP Infringement. ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each an "Indemnified Claim"). If an Indemnified Claim under this Section occurs or if ESO determines that an Indemnified Claim is likely to occur, ESO shall at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such

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Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably available, either party may, at its option, terminate this Agreement and/or relevant Software Schedule. ESO will refund any pre-paid Fees on a pro-rata basis for the allegedly infringing Software provided.

Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software that were not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer or anyone acting on Customer's behalf of the Software in connection with a third-party product or service (the combination of which causes the infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.

11.2. Indemnification Procedures. Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a "Claim"), the party seeking indemnification (the "Indemnified Party") must give prompt written notice of such Claim to the other party (the "Indemnifying Party"), accompanied by copies of any written documentation regarding the Claim received by the Indemnified Party. The Indemnifying Party shall compromise or defend, at its own expense and with its own counsel, any such Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that the Indemnifying Party will have the right to control such settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or

obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at the Indemnifying Party's expense.

12. LIMITATION OF LIABILITY

12.1. __LIMITATION OF DAMAGES__. UNDER NO CIRCUMSTANCES SHALL ESO OR CUSTOMER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS.

12.2. __LIMITATION OF LIABILITY__. WITH THE EXCEPTION OF SECTION 12.3 (EXCEPTIONS TO THE LIMITATION OF LIABILITY), ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, SHALL NOT EXCEED THE FEES PAID BY CUSTOMER OR ON BEHALF OF CUSTOMER IN THE CASE OF A THIRD-PARTY PAYER UNDER THE APPLICABLE SOFTWARE SCHEDULE OR SOW GIVING RISE TO THE CLAIM WITHIN THE PRECEDING 12- MONTH PERIOD.

12.3. __EXCEPTIONS TO LIMITATION OF LIABILITY.__ NOTWITHSTANDING SECTION 12.2, A PARTY'S LIABILITY FOR CLAIMS INVOLVING A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, SHALL BE LIMITED TO $250,000. IN ADDITION, AND NOTWITHSTANDING SECTION 12.2, A PARTY'S LIABILITY SHALL BE LIMITED TO THE AMOUNT OF INSURANCE COVERAGE REQUIRED BY SECTION 10 FOR THE FOLLOWING TYPES OF CLAIMS: (I) CLAIMS ARISING FROM A PARTY'S GROSS

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NEGLIGENCE OR WILLFUL MISCONDUCT; AND (II) CLAIMS ARISING FROM A BREACH OF CONFIDENTIAL INFORMATION, INCLUDING A BREACH OF PROTECTED HEALTH INFORMATION.

12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

13. CUSTOMER DATA & PRIVACY

13.1. Ownership of Data & Reports. As between ESO and Customer, all Customer Data shall be owned by Customer. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property in any aggregated and de-identified reports, summaries, compilations, analysis or other information made available through ESO's Reporting Services. If subscribed to by Customer, ESO grants to Customer a limited, non-exclusive license to use its

Reporting Services for Customer's internal purposes only during the Term of this Agreement. No other third party shall rely on ESO's Reporting Services or the contents thereof. ESO disclaims all liability for any damages related thereto. Customer acknowledges and agrees that any such license expires upon the expiration or termination of the applicable Software Schedule granting a license to ESO's Reporting Services.

13.2. Use of Customer Data. Unless it receives Customer's prior written consent, ESO: (a) shall not access, process, or otherwise use Customer Data; and (b) shall not intentionally grant any third-party access to Customer Data, including without limitation ESO's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement or authorized participants in the case of Interoperability Software. Notwithstanding the foregoing, ESO may use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or by proper legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

13.3. Anonymized Data. Notwithstanding any provision herein, ESO may use, reproduce, license, or otherwise exploit Anonymized Data; provided that Anonymized Data does not contain and is not PHI. ("Anonymized Data" refers to Customer Data with the following removed: personally identifiable information and the names and addresses of Customer and any of its Users and/or Customer's clients.)

13.4. Risk of Exposure. Customer recognizes and agrees that hosting data online involves

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risks of unauthorized disclosure and that, in accessing and using the SaaS, Customer assumes such risks. Customer has sole responsibility for obtaining, maintaining, and securing its connections to the Internet. ESO makes no representations to Customer regarding the reliability, performance or security of any network or provider.

14. FEEDBACK RIGHTS & WORK PRODUCT

14.1. <u>Feedback Rights</u>. ESO does not agree to treat as confidential any Feedback that Customer provides to ESO. Nothing in this Agreement will restrict ESO's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensation or crediting Customer. Feedback will not constitute Confidential Information, even if it would otherwise qualify as such pursuant to Section 9 (Confidential Information).

14.2. <u>Work Product Ownership</u>. In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate SOW gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

15. GOVERNMENT PROVISIONS

15.1. <u>Compliance with Laws</u>. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority

bearing on the performance of this Agreement.

15.2. <u>Business Associate Addendum</u>. The parties agree to the terms of the Business Associate Addendum attached hereto as Exhibit C and incorporated herein by reference.

15.3. <u>Equal Opportunity</u>. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

15.4. <u>Excluded Parties List</u>. ESO agrees to immediately report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

16. PHI ACCURACY & COMPLETENESS

16.1. ESO provides the Software to allow Customer (and its respective Users) to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software.

16.2. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.

17. MISCELLANEOUS

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17.1. <u>Independent Contractors</u>. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.

17.2. <u>Notices</u>. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.

17.3. <u>Merger Clause.</u> In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.

17.4. <u>Severability</u>. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any

clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

17.5. <u>Assignment & Successors</u>. Neither party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent. Except that either party may, without the prior consent of the other, assign all its rights under this Agreement to
(i) a purchaser of all or substantially all assets related to this Agreement, or (ii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating (collectively, a "Change in Control"); provided however, that the non-assigning party is given notice of the Change in Control.

17.6. <u>Modifications and Amendments</u>. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party.

17.7. <u>Force Majeure</u>. No delay, failure, or default, other than a failure to pay Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party

notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than thirty (30) days, the other party may immediately terminate the applicable Software Schedule.

17.8. Marketing. Customer hereby grants ESO a license to include Customer's primary logo in any customer list or press release announcing this Agreement; provided ESO first submits each such press release or customer list to Customer and receives written approval, which approval shall not be unreasonably withheld. Goodwill associated with the logo inures solely to Customer, and ESO shall take no action to damage the goodwill associated with the logo or with Customer.

17.9. Waiver & Breach. Neither party will be deemed to have waived any of its rights under this Agreement unless it is an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

17.10. Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

17.11. Ambiguous Terms. This Agreement will not be construed against any party by reason of its preparation.

17.12. Governing Law. This Agreement, any related Addenda, and any CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND ESO, including their affiliates, contractors, and agents, and each of their respective employees, directors, and officers (a "Dispute") will be governed by the laws of the State of Texas, without regard to conflicts of law. Notwithstanding the foregoing, in the event Customer is a U.S. city, county, municipality or other U.S. governmental entity, then any Dispute will be governed by the law of state where Customer is located, without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees under § 38.001 of the Texas Civil Practices and Remedies Code.

17.13. Venue. The parties agree that any Dispute shall be brought exclusively in the state or federal courts located in Travis County, Texas. The parties agree to submit to the personal jurisdiction of such courts. Notwithstanding the foregoing, in the event Customer is a U.S. city, county, municipality or other U.S. governmental entity, then any Dispute shall be brought exclusively in the state or federal courts located in the county where Customer is located.

17.14. Bench Trial. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

17.15. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST THE OTHER CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS

ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

17.16. Limitation Period. NEITHER PARTY, shall be liable for any claim brought more than 2 years after the cause of action for such claim first arose.

17.17. Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within thirty (30) days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.

17.18. Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States

embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).

17.19. Order of Precedence. In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions; (2) any Business Associate Agreement; (3) the applicable Software Schedule or SOW, with most recent Software Schedule or SOW taking precedence over earlier ones; and (3) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.

17.20. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

17.21. Signatures. Electronic signatures on this Agreement or on any Addendum (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

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

ESO Solutions, Inc.   **Customer**

_____   _____
[*Signature*]   [*Signature*]

_____   _____
[*Printed Name*]   [*Printed Name*]

_____   _____
[*Title*]   [*Title*]

EXHIBIT A-1

SAAS SOFTWARE SCHEDULE

(Applications - ESO EHR, ESO Fire, ESO
PM)

1.. The General Terms & Conditions are incorporated herein by reference. The SaaS subscription term shall begin fifteen (15) calendar days after the Effective Date ("SaaS Subscription Start Date").
Customer shall be deemed to have accepted the SaaS on the SaaS Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is live on the SaaS as quickly as possible, and in no event will the SaaS Subscription Start Date be modified for implementation delays.

2.. The following SaaS may be ordered under this Exhibit:

2.1. ESO Electronic Health Record ("EHR") is a SaaS software application for prehospital patient documentation (http://www.esosolutions.com/software/ehr).

2.2. ESO Personnel Management ("PM") is a SaaS software application for tracking personnel records, training courses and education history (http://www.esosolutions.com/software/personnel-management).

2.3. ESO Fire is a SaaS software application for NFIRS reporting (http://www.esosolutions.com/software/fire).

3.. Third-Party Payer is responsible for the following products and Fees:

[INSERT PRODUCTS OR N/A]

4.. Customer hereby agrees to timely pay for the following products according to the schedule below:

[INSERT CROPPED QUOTE]

5.. All the Fees above will be invoiced by ESO as follows:

5.1. Training and Training Travel Fees shall be invoiced on the Effective Date.

5.2. During the first year, 100% of the recurring Fees shall be invoiced on the Subscription Start Date.

5.3. During the second year and any renewal years thereafter, 100% of the Fees shall due on the anniversary of the SaaS Subscription Start Date.

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EXHIBIT A-2

LICENSED SOFTWARE SCHEDULE

**(Applications – ESO Billing, ESO
Dispatch)**

1. The General Terms & Conditions are incorporated herein by reference. The Licensed Software term shall begin the earlier of ninety (90) calendar day after the Effective Date or the first day the Licensed Software is used in production mode ("Activation Date"). Customer shall be deemed to have accepted the Licensed Software on the Activation Date. The parties will make reasonable efforts to ensure that Customer is live on the Licensed Software as quickly as possible, and in no event will the Activation Date be modified for implementation delays.

2. The following Licensed Software may be ordered under this Exhibit:

    2.1. ESO Billing is on premise software for EMS billing (http://www.esosolutions.com/software/billing) .

    2.2. ESO Dispatch is on premise software for medical dispatch and transports (http://www.esosolutions.com/software/dispatch).

3. Third-Party Payer is responsible for the following products and Fees:

    [INSERT PRODUCTS OR N/A]

4. Customer hereby agrees to timely pay for the following products according to the schedule below:

    [INSERT CROPPED QUOTE]

5. All Fees above will be invoiced by ESO as follows:

    5.1. Training and Training Travel Fees shall be invoiced on the Effective Date.

    5.2. During the first year, 25% of the recurring Fees shall be invoiced on the Effective Date and the remaining 75% of the recurring Fees shall be due on the Activation Date.

    5.3. During the second year and any renewal years thereafter, 100% of the Fees shall be due on the anniversary of the Activation Date.

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1. **DEFINITIONS**. Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.

   1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.

   1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.

   1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation.

   1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.

   1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.

   1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.

   1.7. "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).

   1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (e.g. a User cannot access the Software due to unscheduled downtime or an Outage).

   1.9. "Severity 2 Error" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (e.g. a User cannot access a core component of the Software).

   1.1. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (e.g. User is experiencing latency in reports).

   1.2. "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request.

   1.3. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.

   1.4. "Online Support" means information available through ESO's website (www.esosolutions.com), including frequently asked questions and bug reporting via Live Chat.

   1.5. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.

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1.6. "Update" means an update or revision to Software, typically for Error Correction.

1.7. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality, or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.

1.8. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.

2. SUPPORT SERVICES.

2.1. Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.

2.2. ESO will provide Support Services consisting of (a) Error Correction(s); Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports to Customer, including but not limited to, messages in the Software, messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

2.3. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.

2.4. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.

3. **ERROR PRIORITY LEVELS.** Customer will report all Errors to ESO via e-mail (support@esosolutions.com) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.

3.1. Severity 1 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.

3.2. Severity 2 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within forty-eight hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.

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3.3. <u>Severity 3 Error</u>. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.

3.4. <u>Severity 4 Error</u>. ESO shall (i) provide an Initial Response within seven calendar days.

4. **CONSULTING SERVICES.** If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.

5. **EXCLUSIONS.**

5.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.

5.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.

5.3. ESO is not responsible for any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.

5.4. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware even if ESO makes recommendations regarding the same.

6. **MISCELLANEOUS.** The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

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EXHIBIT C
HIPAA BUSINESS ASSOCIATE
ADDENDUM

Customer and ESO Solutions, Inc. ("Business Associate") agree that (1) this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Agreement, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions set forth in this HIPAA Business Associate Addendum ("Addendum").

1. <u>Scope</u>. This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.

2. <u>Definitions</u>. For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").

3. <u>Compliance with Applicable Law</u>. The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.

4. <u>Permissible Use and Disclosure of PHI</u>. Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

5. <u>Limitations on Use and Disclosure of PHI</u>. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.

6. <u>Required Safeguards to Protect PHI</u>. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.

7. <u>Reporting to Covered Entity</u>. Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With

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regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.

8. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.

9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.

10. Access to PHI. Within five (5) business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

11. Amendment of PHI. Within five (5) business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five (5) business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.

14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.

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15. <u>Judicial and Administrative Proceedings</u>. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven (7) business days of receipt of such request.

16. <u>Availability of Books and Records</u>. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

17. <u>Breach of Contract by Business Associate</u>. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non- breaching party has in the Agreement, this Addendum or by operation of law or in equity.

18. <u>Effect of Termination of Agreement.</u> Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.

19. <u>Injunctive Relief.</u> Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

20. <u>Owner of PHI</u>. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.

21. <u>Data Usage Provision</u>. Business Associate may aggregate and de-identify PHI and/or create limited data sets for use in research, evaluation and for publication or presentation of patient care quality improvement practices and outcomes. The Parties understand and agree that such aggregated and de-identified data is no longer PHI subject to the provisions of HIPAA and agree that Business Associate may retain such limited data sets indefinitely thereafter. Business Associate agrees that it will comply with all terms of this Agreement with respect to the limited data sets and that it shall not re-identify or attempt to re-identify the information contained in the limited data set, nor contact any of the individuals whose information is contained in the limited data set.

22. <u>Safeguards and Appropriate Use of Protected Health Information</u>. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance

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with HIPAA. Without limitation, it is Covered Entity's obligation to:

22.1.   Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the public Internet; and

22.2.   Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.

23. <u>Third Party Rights</u>. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.

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

ESO Solutions, Inc.   **Customer**

_____   _____
[*Signature*]   [*Signature*]

_____   _____
[*Printed Name*]   [*Printed Name*]

_____   _____
[*Title*]   [*Title*]

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eso
Healthcare Connected

Contact and Billing Details					
Sold to:	Douglas Stanley	Contact:	Douglas Stanley	Address:	528 NW 2nd Street
Bill To:	Fort Lauderdale Fire Rescue	Phone:	(954) 828-6818		Ft. Lauderdale, Florida 33311
Email:	dstanley@fortlauderdale.gov	Email:	dstanley@fortlauderdale.gov		United States

Subscription and License Terms					
Term Start Date:	10/24/18	Payment Method:	Check	Customer ID:	201103-2134
Term End Date:	10/24/19	Billing Frequency:	Annual	Tax Exempt:	No
Initial Term (Months):	12	Billing Method:	Email		
Renewal Term (Months):	12	Terms:	Net 30		

Product Name	Product Description	Quantity	
EHR Suite w/ QM & Mobile	Includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades. Fee Type: Recurring	35000 /Calls	
CAD Integration	Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Additional fees from your CAD vendor may apply. Fee Type: Recurring	35000 /Incidents	
Cardiac Monitor	Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Fee Type: Recurring	35000 /Incidents	
EHR Billing Standard Interface	Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included. Fee Type: Recurring	35000 /Incidents	
Fax	Allows for faxing of records. Fee Type: Recurring	35000 /Incidents	
Interface - Zoll Fire RMS	Annual recurring cost. Allows for basic NFIRS data to be transmitted from ESO EHR to client's Fire software for completion of NFIRS records. Fee Type: Recurring	35000 /Incidents	
QuickSpeak	Fee Type: Recurring	35000 /Calls	

THANK YOU FOR CONSIDERING ESO SOLUTIONS

EHR Training	Daily Rate Fee Type: One-Time	3 /Day
HDE - ESO EHR Connection	Bi-directional connection for an ESO EHR customer for HDE Fee Type: Recurring	1 /Incidents

Contact and Billing Details					
Sold to:	Douglas Stanley	**Contact:**	Douglas Stanley	**Address:**	528 NW 2nd Street
Bill To:	Fort Lauderdale Fire Rescue	**Phone:**	(954) 828-6818		Ft. Lauderdale, Florida 33311
Email:	dstanley@fortlauderdale.gov	**Email:**	dstanley@fortlauderdale.gov		United States

Subscription and License Terms					
Term Start Date:	10/26/18	**Payment Method:**	Check	**Customer ID:**	201103-2134
Term End Date:	10/26/19	**Billing Frequency:**	Annual	**Tax Exempt:**	No
Initial Term (Months):	12	**Billing Method:**	Email		
Renewal Term (Months):	12	**Terms:**	Net 30		

Product Name	Product Description	Quantity
Fire Incidents - Career FD - 1st Station	Includes mobile application NFIRS widget, Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades. Fee Type: Recurring	1 /Stations
Fire Properties - Career FD - 1st Station	Initial station subscription for Properties – the data collection application for Properties & Occupancies – includes CAMEO integration, Pre-Plan view, and stores property and occupant history (presence or chemicals & tanks, Incidents, and previous inspec Fee Type: Recurring	1 /Stations
Fire Incidents - Career FD - Additional Stations	Includes mobile application NFIRS widget, Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades. Fee Type: Recurring	10 /Stations
Fire Inspections - Career FD - 1st Station	Initial station subscription for Inspections – includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections – as well Fee Type: Recurring	1 /Stations
Fire Inspections - Career FD - Additional Stations	Additional station subscription for ESO's Inspections Application for Career Fire Departments. Fee Type: Recurring	10 /Stations
Fire Properties - Career FD - Additional Stations	Additional station subscription for ESO's Properties Application for Career Fire Departments. Fee Type: Recurring	10 /Stations

NFIRS Data Import - one time	Data migration from previous RMS platform. Fee Type: One-Time	1 /Calls
Properties/Inspections Data Import – 1st station	Data migration of Properties data and inspection reports into ESO's Properties & Inspections applications from a previously used RMS. Fee Type: One-Time	1 /Stations
Properties/Inspections Data Import – Additional Stations	Additional Station count for Data Migration for Properties And Inspections. Fee Type: One-Time	10 /Stations
Telestaff Integration	 Fee Type: Recurring	1 /Incidents

A complete solution for the complex Fire/EMS environment.

HealthEMS®
PATIENT MANAGEMENT SYSTEM

Fire/EMS organizations work in a demanding, fast-paced environment.

Having timely access to quality information is crucial to successful performance.

Powerful. Flexible. Accurate.

HealthEMS Patient Management System is a comprehensive, cloud-based solution proven to help Fire/EMS organizations improve clinical, operational, financial and regulatory performance. Its flexible design with optional components means the system can be configured to match the needs of Fire-only, EMS-only, or Fire/EMS organizations.

Designed to make documentation and critical operational processes as effortless as possible, the HealthEMS system is patient-based and can provide all the documentation required by hospitals, regulatory authorities and quality assurance—giving organizations the power to improve patient care and service delivery. Plus, it can serve as your billing system (or work with your existing billing). When fully configured, the HealthEMS system provides an end-to-end data solution—from CAD integration through optimized financial performance.

HealthEMS System Components

MobileTouch
Touch-based, point-of-care documentation tool.

Manager
Cloud-based, dashboard-driven data management and quality assurance.

Fire
NFIRS-5-compatible Record Management System (RMS).

Connectx
Secure data sharing that facilitates collaboration with hospitals and other providers.

RevNet
Quick, compliant claims production and efficient revenue cycle management.

Quality documentation with less effort.

HealthEMS MobileTouch is a revolutionary electronic patient care report (ePCR) application that works on today's popular tablets—online or offline. This touch-based tool facilitates quick, timely documentation at the point of care, improving accuracy and patient care.

HealthEMS MobileTouch makes data entry as easy as possible. Emergency responders can capture data from multiple sources including CAD, scanned driver's licenses and monitors, saving time while improving accuracy. Documentation is simplified and patient care can be improved with step-by-step flow based on agency protocols. Plus, access is secure and available even when the Internet isn't, automatically syncing after a lost wireless connection is restored.

Highlights

- Dynamic, protocol-driven documentation
- Takes advantage of easy-to-use touch screen technology
- Auto-populate many critical ePCR fields (CAD, Monitor/ECG, Patient IDs, Protocols, Patient History)
- Assessments, vitals and interventions in one place
- Close-call rules with conditional validations
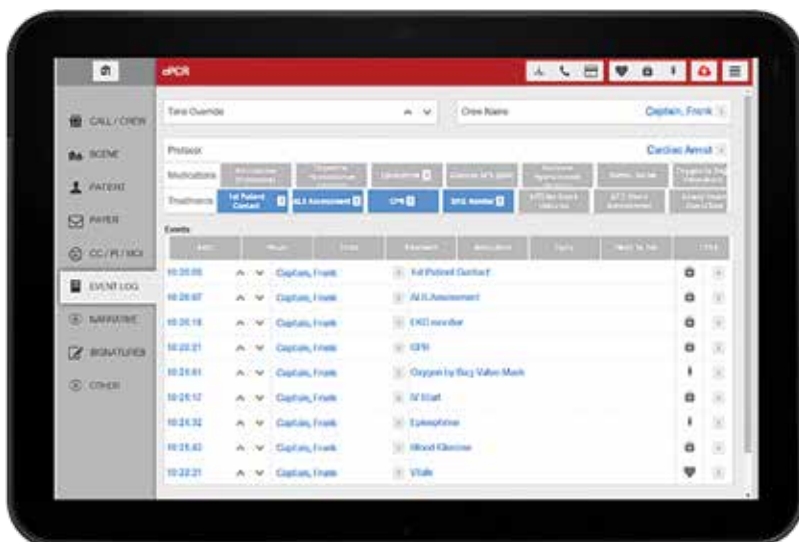
Better visibility
for optimal performance.

HealthEMS Manager is the leading data management solution for Fire/EMS. The configurable, dashboard-driven approach is designed to support optimized workflow, quality assurance (QA) and continuous quality improvement (CQI).

Quality assurance is essential in today's Fire/EMS environment. HealthEMS Manager provides quality assurance, management and other stakeholders with web-based dashboard access to accurate, real-time information instead of stale reports. Every administrative role can benefit from being able to turn your data into meaningful insight for staffing decisions, protocol adjustments, equipment needs and more—which can lead to continuous quality improvement.

Highlights

- CAD, patient, incident, monitor/ECG and billing data in one record set
- Flexible role-based security
- Personalized dashboards and report views
- Secure communications with notifications
- Configurable medical-necessity and service-level determination
- Ability to ensure every CAD record has a matched ePCR or fire incident.
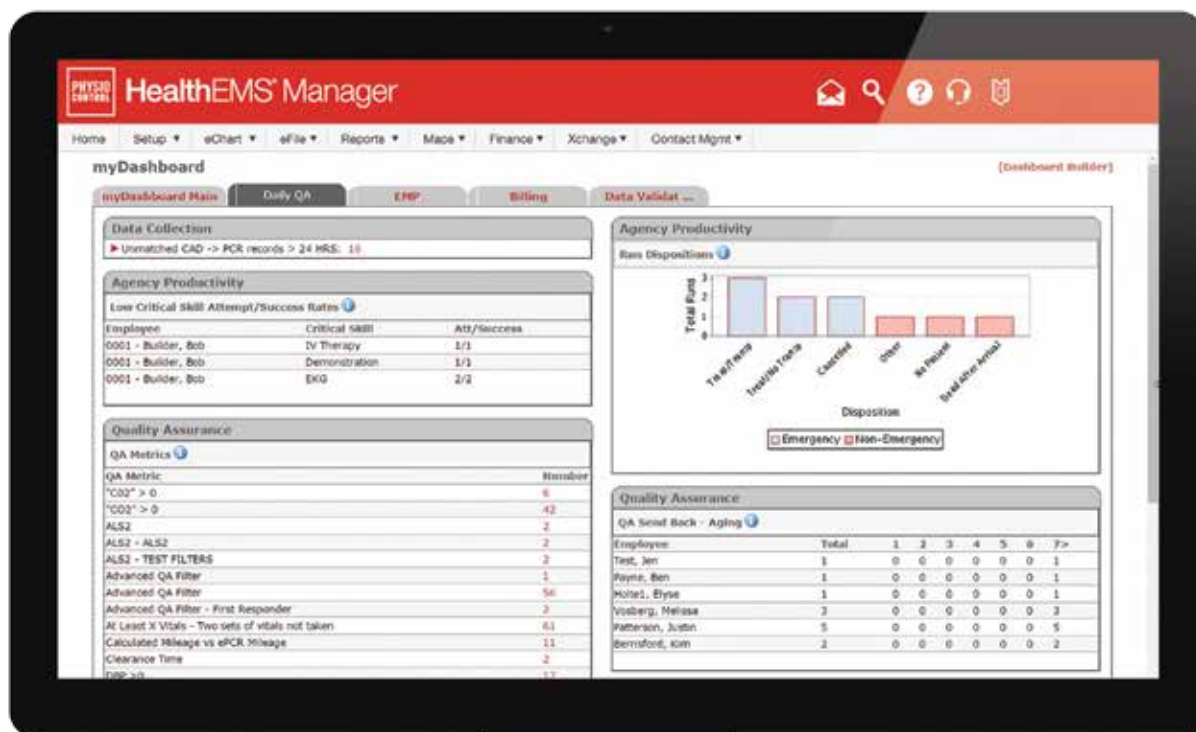
One solution for Fire and EMS.

Today's fire departments commonly perform both EMS and fire duties. HealthEMS Fire extends the capabilities of HealthEMS Manager so you can seamlessly manage fire incidents and ePCRs in one software system. With HealthEMS Fire, your organization will have a comprehensive, cloud-based NFIRS–5-compatible Records Management System (RMS) you can use to document incidents and effectively manage your fire department.

A single system provides centralized records management, improved consistency and increased productivity. Plus, routine inspections and fire investigations can be performed electronically using flexible role-based security for Fire Investigators. With complete electronic documentation, you gain the ability to conduct rich and timely reporting, which leads to better management and decision-making.

Highlights

- Manage incidents and patients in one record set
- Auto-populate critical incident fields such as apparatus, scene information, call times and crew information with CAD and roster integration
- ePCRs can be intelligently matched to a fire incident
- Type-ahead dropdown lists eliminate the need to search for NFIRS codes
- Real-time conditional validations with visual indicators make documentation easy and complete
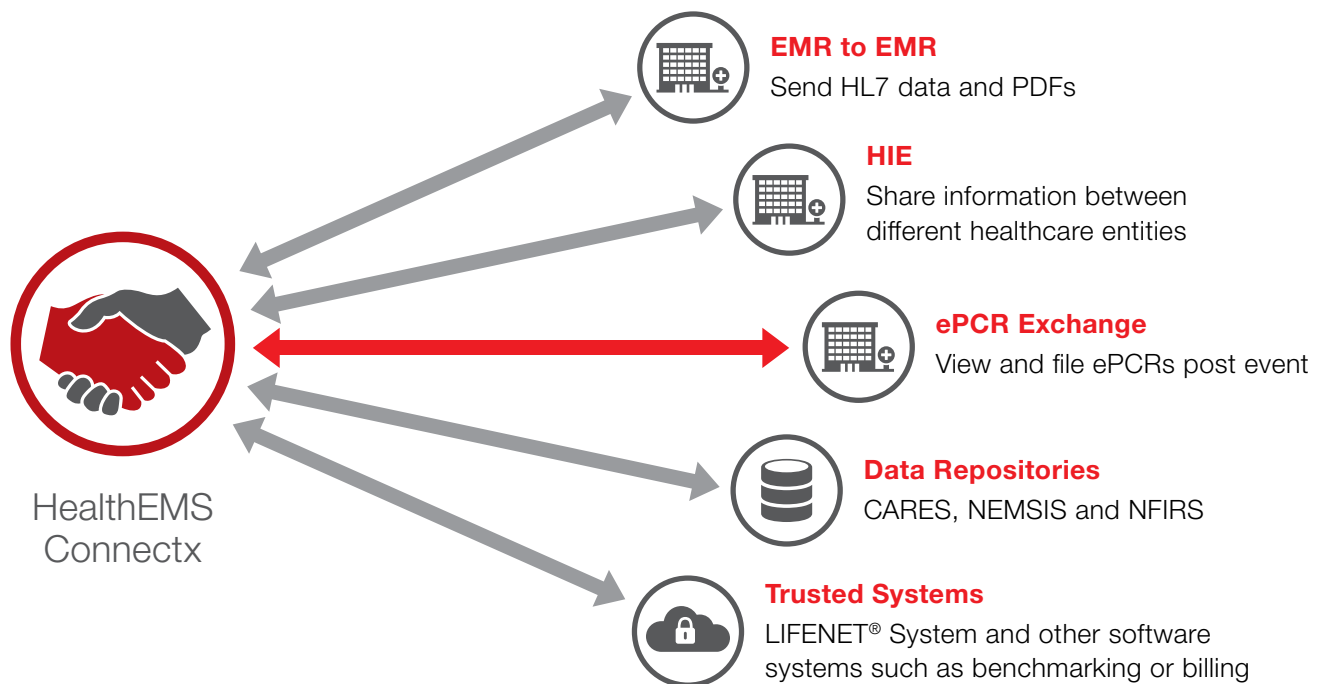- View hydrant locations and status indicators with integrated maps
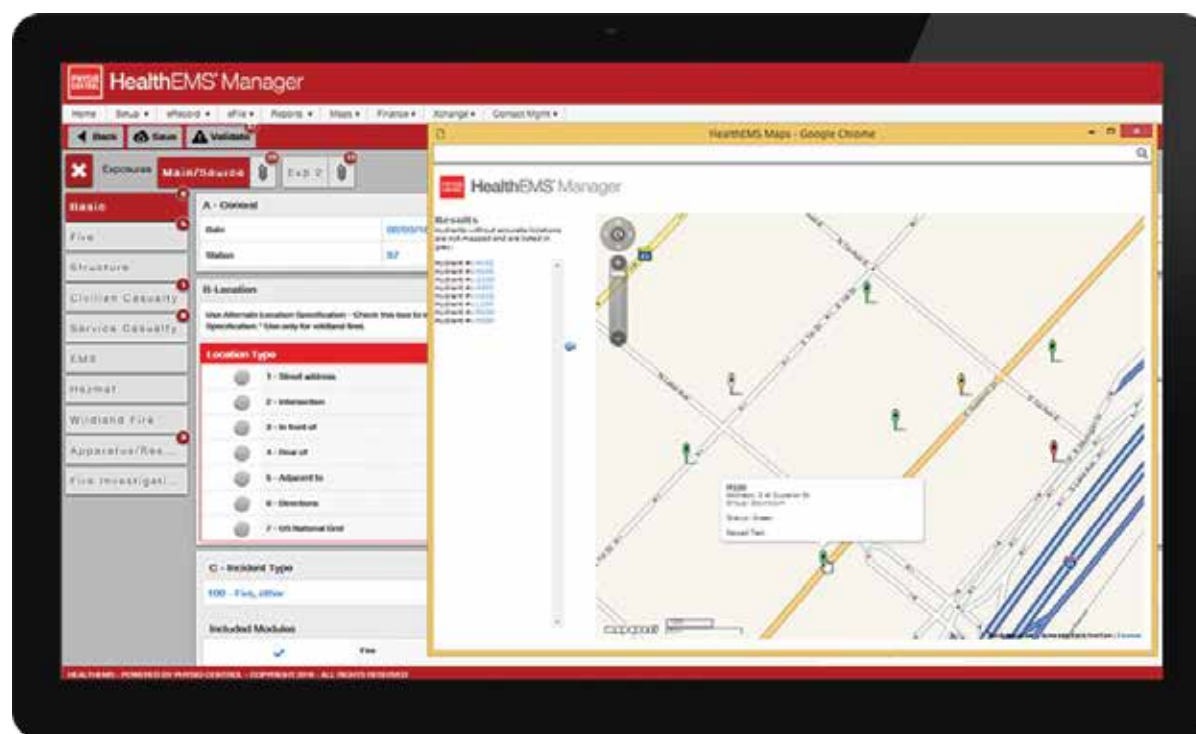
Data follows the patient securely.

HealthEMS Connectx is a framework of business and technical services that enables Fire/EMS organizations to securely connect to the broader healthcare ecosystem in a variety of ways.

Fire/EMS is playing an increasingly important role in modern value-based health systems. Collaborative care models involving multiple providers are driving new business models and integration needs. With this increased patient movement across providers and systems, secure, timely data access is critical to achieving the triple aim of healthcare: improving patient experience, improving the health of populations and reducing per capita costs of healthcare.

Highlights

- Takes advantage of HealthEMS cloud benefits
- Structured, standardized data sets and exchanges
- On-demand or automated integrations with third parties including:
     CAD, Monitor/ECG clouds, EMR to EMR, HIEs, Facilities,
     Data Repositories, Trusted Systems
- Data integration management services aligned with HIPAA data-use policies

EMR to EMR
Send HL7 data and PDFs

HIE
Share information between different healthcare entities

ePCR Exchange
View and file ePCRs post event

Data Repositories
CARES, NEMSIS and NFIRS

Trusted Systems
LIFENET® System and other software systems such as benchmarking or billing

HealthEMS Connectx

Accelerate all phases of your revenue cycle.

RevNet is a cloud-based revenue cycle management (RCM) solution that helps Fire/EMS organizations achieve highly efficient, compliant revenue performance by producing cleaner, quicker claims with less effort.

With this solution, Fire/EMS agencies can maximize cash flow and first-pass claim acceptance while lowering collection efforts. Administrators can not only optimize the entire revenue cycle workload and use data analytics to manage performance, but also save time with electronic remittance advice (ERA) posting and one-click ERA balance forwarding.

Highlights

- Workload manager and cloud-based delivery enable a high-performing, team-based approach with accountability
- Intelligent patient matching and integrated eligibility help maximize allowable revenue on first pass
- Auto-calc Medical Necessity Score and Recommended Service Level help drive accurate billing
- Membership supports various models and helps manage plan benefits
- Scalable pricing model works for providers and billing services of all sizes
- Integrate with any NEMSIS-compliant ePCR system or combine with the HealthEMS system for optimal benefit

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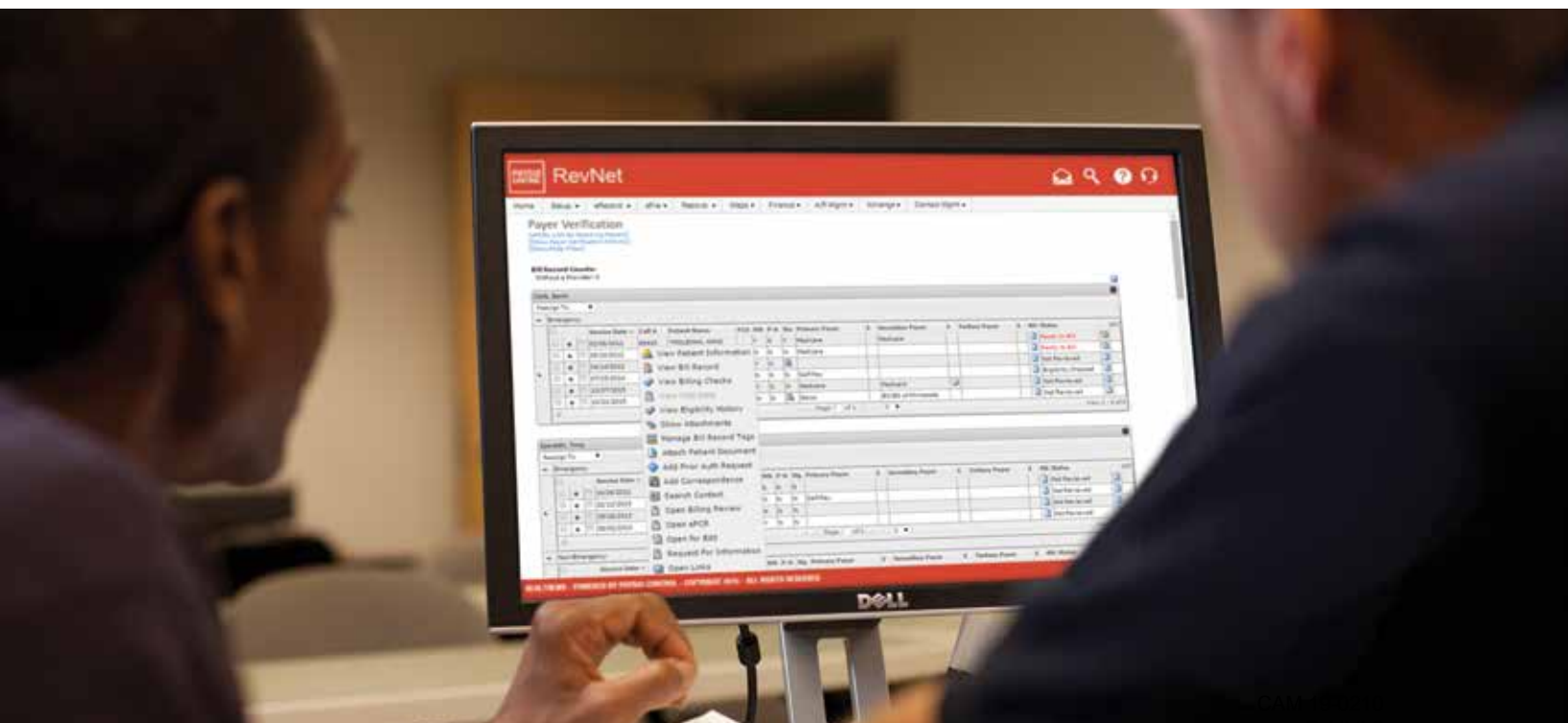
At Physio-Control, we know Fire/EMS.

You can depend on our over 60 years of experience serving the industry with the quality and reliability you've come to expect. You need solutions that work right, work fast and work under pressure, just like you do. The HealthEMS system supports the varied needs of Fire/EMS organizations with effective integration and data flow management. Our professional services team has successfully implemented solutions for the largest, most complex Fire/EMS organizations in the world.

The HealthEMS system connects with all touchpoints in the Physio-Control System of Care including CODE-STAT™ Data Review Software, LIFENET System and LIFEPAK® monitor/defibrillators.

Visit www.physio-control.com/HealthEMS for more information, or call 800-442-1142 to schedule a demo.

Physio-Control Headquarters
11811 Willows Road NE
Redmond, WA 98052
www.physio-control

Toll free: 800 442 1142
Fax: 800 426 8049

Customer Support
P.O. Box 97006
Redmond, WA 98073
Toll free: 800 442 1142
Fax: 800 426 8049

RFP Requirement	Stryker response
3.3 Preferred Qualifications/Capabilities	
B. Contractor should show experience and knowledge of Florida Medicare and Medicaid billing with two Florida agencies.	HealthEMS does
C Contractor should have successfully installed, integrated, tested and had acceptance of the proposed Electronic Patient Care Report EPCR system for Florida agencies.	HealthEMS is currently installed and is actively being used by Florida agencies
D. Contractor shall meet or exceed and remain National Emergency Medical Services Information System (NEMSIS) database compliant and shall be certified and remain compliant with the Florida Emergency Medical Services Tracking and Reporting System (EMSTARS) for the term of the contract.Contractor shall provide documentation that they have met the above criteria for twelve (12) consecutive months prior to submission of proposal/bid documents. If contractor becomes non-compliant with the newest version of NEMSIS and/or EMSTARS, FLFR may terminate contract.	HealthEMS has been compliant with and actively submitting NEMSIS data for several customers, including v3.4 data, and has been for over 12 months. HealthEMS is currently in the final stages of testing with the State of Florida for most current EMSTARS compliance, having passed the file submission stage and is waiting for final approval from the state.
E. Contractor must provide a copy of a recent SAS 70 type I or type II independent service auditor's report on the controls placed in its operations and data centers as well as a copy of its disaster and recovery policies and procedures.	This is proprietary information can be provided upon finalizing contract.
3.4 Scope of Work	
1. A comprehensive electronic patient care report that captures necessary patient care information and computer aided dispatch data required to fulfill the requirements of, FLFR, the receiving hospitals, insurance, Medicare, and Medicaid billing as well as capture the required data necessary to fulfill the State of Florida comprehensive EMS aggregate report requirements.	HealthEMS is able to capture this information with existing customers in Florida. If there are future requirements, Stryker will make the software compliant. HealthEMS is currently in the final stages of testing with the State of Florida for EMSTARS "compliance", having passed the file submission stage and is waiting for final approval.
2. Access via the Internet a website that houses the FLFR's patient care procedures and protocols.	FLFR protocols and procedures can be uploaded via website to be available within the field data collection application.
3. Connectivity via bluetooth to Physio Controls' defibrillators or any other defibrillators that FLFR may use.	Monitor connectivity is supported. Note there is not "local" support for monitors on iOS devices, data from monitors would be imported via "cloud to cloud" functionality.
4. Wireless Connectivity to Physio Controls' LifeNet gateway for processing of 12 lead S.T.E.M.I (ST-Segment Elevation Myocardial Infarction) transmissions to the hospitals receiving stations.	Monitor transmission to LIFENET Gateway is outside of HealthEMS, but monitor data is directly importable to the ePCR. Data collected during the event can be transmitted to the receiving hospital can be viewed in the XchangER application.
5. Wireless connectivity between EPCR report writing laptop computers, contractor's servers, Physio Controls' LifeNet Internet gateway and FLFR patient care protocols.	Connectivity between field data collection devices and 'backend' servers is supported, as is uploading protocol documents for viewing during an event. Monitor transmission to LIFENET Gateway is outside of HealthEMS, but monitor data is directly importable to the ePCR. Data collected during the event can be transmitted to the receiving hospital can be viewed in the XchangER application.
C. Prepare quarterly State of Florida aggregate EMS reports.	HealthEMS is currently in the final stages of testing with the State of Florida for EMSTARS "compliance", having passed the file submission stage and is waiting for final approval.

D. Grant desktop computers and thin client devices at all FLFR Fire Stations access to patient care reports for statistical reporting and quality control processing.

The HealthEMS solution would be available from any internet-capable device using a modern browser. Some devices (ie Android devices) are not supported.

G. Contractor shall limit the use, release, and distribution of confidential patient records, billing and/or collections record(s), and any such information that may be utilized in any public or private legal action(s), business dispute(s), or competitive bidding processes.
The contractor shall be solely responsible for the distribution and misuse of the same. All records that are to be included are all records of medical care and/or medical treatment of patient(s), billing and/or collections record(s), or any such information that may be utilized in any public or private legal action(s), business dispute(s), or competitive bidding processes. Only records that are required for disputes regarding billing services with
FLFR, and those utilized solely for the purpose of providing patient care information to FLFR and/or the receiving hospital(s), and the processing or collection of financial claims may be utilized for use, release, or distribution.

Stryker will limit data user as stipulated in a Business Associate Agreement to be signed after contract award.

H. Contractor must be able to provide a process for requesting Interfacility and/or Routine transfers online with all required FLFR paperwork completed when the request is submitted at no cost to the City.

HealthEMS can interface securely with Computer Aided Dispatch systems to schedule and enable physical transfers. HealthEMS currently does not include a hospital portal for completion of forms required for this transfer. Any documents submitted could be "Attached" to the ePCR within the HealthEMS system.

I. Establish a two-way communication system with hospitals with the ability to electronically transfer (e-Transfer) all EPCRs from the tablet to the hospital. Also, the ability to receive information back from the hospitals.

HealthEMS is able to securely transfer data in near-real-time to hospitals using a web application available free to hospitals. The XchangER application will display collected data and attached monitor information once that hospital is selected as the destination. At this time, electronic information flowing TO the ePCR from the hospital is not supported.

3.5 Technical Specifications
3.5.1 COMPUTER / HARDWARE / SOFTWARE/ REPORT WRITING AND COMPUTER AIDED DISPATCH REQUIREMENTS

n/a

3. Pen tablet based electronic patient care reporting software configured to FLFR's specifications. Information to be retrieved and managed by the software includes, but is not limited to examples set forth in Appendix A.

The HealthEMS Suite field data collection platform, HealthEMS MobileTouch, is optimized for finger or stylus data entry on a tablet device. MobileTouch is highly configurable, and collects NEMSIS and EMSTARS required data.

4. Internet Explorer or equivalent with connectivity to FLFR procedures and protocols site www.jointemsprotocols.com and any other websites requested by FLFR with the ability to access and submit documents online from the tablet.

The HealthEMS MobileTouch application is browser based. Access to other websites and application would be controlled by local device policy.

5. Connectivity via blue tooth to EPCR client software, Physio Control's LifePak 15 and defibrillators patient vital signs, etc.

Monitor connectivity is supported. Note there is not "local" support for monitors on iOS devices, data from monitors would be imported via "cloud to cloud" functionality.

6. It is preferred that the tablet have the ability to attach picture to EPCR.

HealthEMS MobileTouch has the ability to attach photos and other file types to the ePCR.

Prepare and process quarterly FLFR's State of Florida EMS pre-hospital data collection report, in a format designated by EMS Tracking and Reporting System (EMSTARS).

HealthEMS can capture this information with existing customers in Florida. If there are unmet or future requirements, Stryker will make the software compliant. HealthEMS is currently in the final stages of testing with the State of Florida for EMSTARS compliance, having passed the file submission stage and is waiting for final approval.

D. Process EPCR computer aided dispatch data generated from the current Broward Regional Premier One CAD by Motorola Solutions computer system using the current interface. In the event of an upgrade or change in the current CAD, Contractor shall continue to provide an interface to the EPCR for the length of this agreement.

HealthEMS will integrate with and process CAD into the ePCR as available.

E. It is preferred that the software have the ability to tile or "split screen" while entering data on an EPCR while simultaneously reviewing protocols, websites, etc.,

The HealthEMS application would not prevent this behavior

F. It is preferred that the Contractor provide capabilities to change, modify, or adapt fields in underlying software.

MobileTouch is highly configurable, including hundreds of potential combinations of conditional data validations, and the ability to show or hide dozens of sections and fields in the application.

G. It is preferred that the Contractor provide the ability to add a field to document law enforcement case numbers on all motor vehicle accidents/incidents.

HealthEMS supports this.

H. It is preferred that the software be accessible via an internet browser and not require a local install of client software.

HealthEMS is a browser-based application and does not require local install to access. Software must be installed to support local connection of monitor devices.

I. It is preferred that the software be able to run on an iPad.

MobileTouch is optimized for iPad, but is not able to support local connection to monitor devices due to device manufactures not supporting iOS at this time. Data from monitors would be imported via "cloud to cloud" functionality.

J. Software must have available a National Fire Incident Reporting System (NFIRS) module for purchase.

An NFIRS data collection module is available.

K. Software must be capable of exporting to StatsFD the apparatus and incident (NIMS) data for statistical analysis.

HealthEMS is able to export fire incident data in NFIRS format for submission, reporting, aggregation and post-event analysis.

L. It is preferred that the software have an interface with a fire-reporting-system that will allow crews to complete a National Fire Incident Reporting System (NFIRS) report for EMS/Assist type calls from the EPCR.

HealthEMS has a proprietary Fire reporting system, or is able to interface closely with other vendors to complete this report.

M. It is preferred the Contractor is capable of providing diagnosis, disposition, demographics, and billing information back to FLFR through a Health Data Exchange (HDE) with hospitals.

HealthEMS is able to transmit completed ePCRs to hospital systems via unstructured CDA where the ePCR is attached as a payload.

N. It is preferred the contractor have the ability to look-up/download patient history using SSN (Social Security Number), DL (Driver's License), or patient name for EPCR.

HealthEMS includes robust 'patient matching' functionality.

O. Must have the ability to add and remove signature documents and fillable forms to the software for inclusion in the EPCR.

A variety of customizable signatures are available within the application. Custom fillable forms are not currently supported, although a future version will support this functionality.

3.5.4 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REQUIRMENTS

A. Provide HIPAA privacy practice requirements to all patients transported in accordance with current regulatory requirements.

This feature is available in HealthEMS.

B. Comply with all applicable Federal, State, and local laws as they apply to the services being provided, such as but not limited to, the Federal Debt Collection Practices Law. This further includes all requirements to maintain confidentiality for all medical and patient information as related in state and local laws or rules and regulations as well as the Health Insurance Portability and Accountability Act of 1996.

Stryker will comply with all applicable laws.

C. Contractor shall facilitate proper security of confidential information and proper shredding of all disposed materials containing such proprietary information in accordance with Florida Law regarding records retention privacy act.

Stryker will comply with all applicable laws.

3.5.6 DOCUMENTATION MAINTENANCE

A. The Contractor will maintain any and all documentation records and patient information in a safe and secure manner that will allow inspection and audit by the City of Fort Lauderdale or its agents upon proper notification

Stryker will maintain patient and documentation information safely and securely.

B. Any and all data created by FLFR and collected by the contractor is owned by the City of Ft. Lauderdale and shall be returned upon request in a format agreeable to city.

Yes.

C. Contractor shall provide access to its database and a data dictionary for FLFR to use for report writing capabilities.

HealthEMS is provided as a Software-as-a-Service, Connection to the production database is not possible. Data exports are available, and a map/dictionary for local database creation can be provided.

3.5.10 HARDWARE / SOFTWARE
B. Electronic Data Transfer: Contractor shall be able to receive and send data electronically. All data being sent to Fort Lauderdale Fire Rescue should be transmitted electronically and shall ensure that such transmissions are in compliance with HIPAA and other federal, state and local laws, rules, regulations and codes.

Stryker can transmit data electronically and will comply with all applicable laws.

D. Support Additional Expansion - Contractor will provide support for additional modules that could be added to the system already installed without significant disruption to service. Should FLFR desire to modify hardware quantities, such changes will require written notification.

Additional HealthEMS 'modules' can be enabled remotely and would generally require no installation with associated disruptions to service.

E. Server maintenance, upgrades and software changes should all be administered automatically from Contractor's development facility (or alternate location at Contractor's discretion) and downloaded to field tablets during power up/down sequencing.

HealthEMS software updates automatically as a browser-based application.

3.5.11 REPORTS
C. Contractor will prepare and provide Fort Lauderdale Fire Rescue Administration monthly reports as required by Fort Lauderdale Fire Rescue.

The HealthEMS suite of applications is designed to meet the needs of concise field documentation while meeting federal, state, and local regulatory and data requirements. We acknowledge that each customer has unique needs to reporting, and our built-in reports and query tools are designed to meet those needs. Query results can be exported in several different formats to support diverse reporting requirements. HealthEMS is designed to leverage as much external data as possible. A robust set of standardized exports rounds out the solution.

4.2.4.1 Approach to Scope of Work

Additionally, the proposal should specifically address:
c - Medicare and Medicaid requirements

HealthEMS supports collection of required Medicare and Medicaid data.

d - HIPPA Requirements

HealthEMS meets or exceeds HIPAA and HITECH requirements. Stryker maintains HealthEMS data and software in conformance with HIPAA and HITECH Act best practices. Stryker has adopted HIPAA Policies and Procedures in recognition of the requirement to comply with the Health Insurance Portability and Accountability Act ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act of 2009 (Title XIII of division A and Title IV of division B of the American Recovery and Reinvestment Act "ARRA") and the HIPAA Omnibus Final Rule (Effective Date: March 26, 2013).

e - Compliance with other applicable Federal, State and local laws and requirements.

HealthEMS meets known Federal, State, and local laws and requirements for electronic protected health information.

g - Documentation Maintenance	HealthEMS will maintain patient and ePCR records as required in accordance with best data practices, HIPAA and HITECH, and Business Associate Agreements.
j - Communications with Ft. Lauderdale serviced hospitals	HealthEMS includes capability for faxing of the pre-hospital care report directly to the receiving hospital, and/or the hospital can obtain access to XchangER, a hospital portal that will enable access to enroute data in near real time, including customizable alerting criteria. Crew documentation, and associated ECG monitor waveforms and data, all become visible in the hospital ED prior to arrival.
k - Surveys	HealthEMS' robust query capability and built-in reporting allow the agency to retrieve data at a moment's notice to satisfy survey requirements.
l - Electronic Data Transfer	HealthEMS has been designed to support as much hands-off data transfer as possible. The application supports automated transmission of data to the state for EMSTARS compliance. Direct, automated exports of billing data can be created and scheduled. Other data transfer, including data extracts / exports for other purposes, are supported.
m - Computer / Hardware / Software/ Report Writing And Computer Aided Dispatch requirements	The HealthEMS suite of applications is designed to meet the needs of concise field documentation while meeting federal, state, and local regulatory and data requirements. We acknowledge that each customer has unique needs to reporting, and our built-in reports and query tools are designed to meet those needs. HealthEMS is designed to leverage as much external data as possible - through CAD, "patient matching" and data import from monitors as well as allowing customers to tailor much of the application to show field staff what they need, when they need it. HealthEMS also provides an elegant method for displaying pre-hospital data at the hospital ED prior to arrival, allowing the hospitals to properly prepare for the patient. A robust set of standardized exports rounds out the solution.

PHYSIO CONTROL **HealthEMS**®

Prepared By: Ryan Robbins

HealthEMS Subscription- ePCR & Fire

HealthEMS Components

ePCR

Fire

RevNet

The undersigned agrees to pricing terms identified above. This Schedule A forms part of the Subscription Agreement and pricing is based on acceptance of the standard Subscription Agreement. Professional Services for Training & Implementation will be provided under separate proposal.

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address ☐ same as address on quote   **Shipping Address** ☐ same as Billing Address

Account Name   Account Name

Address   Address

City   City

State   Zip Code   State   Zip Code

Accounts Payable Contact Information

Accounts Payable Contact   Accounts Payable Phone Number

Accounts Payable Email   Customer Is Tax Exempt ☐ Yes ☐ No

Authorized Customer Signature

Name   Signature

Title   Date

Physio-Control Signature:

Name (Print)

Title   Start Date of Plan

Professional Services Engagement

Fort Lauderdale Fire Rescue
Proposal Expires: 12/20/18

CAM 19-0210
Exhibit 6
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Training Package- Standard ePCR

Physio-Control Data Solutions uses a "Train the Trainer" approach consisting primarily of web-based sessions with a dedicated PCDS Project Manager. By training "with you", not "for you", this proven approach is designed to transfer knowledge to customers so they can enjoy high utilization, a high degree of self-sufficiency, and long term success. Direct one-on-one Project Manager interactions are designed to complement self-help educational resources including training videos, checklists, white papers, and a knowledge base.

A requirement for successful software deployment is to have a strong implementation team consisting of individuals who represent key roles and levels in the organization, all of whom champion the efforts needed to implement the system.

Physio-Control Data Solution's 4 Pillars to Implementation Success
1. The Executive Sponsor(s) - Provides steadfast leadership, understands holistic benefits of the system, allocates necessary resources, prioritizes implementation activities, and <u>*empowers*</u> *the Product Champion to make operational decisions.*
2. Product Champion - Customer point person with strong organizational skills, ideally with experience implementing software, pulls in resources as needed, and has the authority to make workflow changes. Often groomed to be a Power User.
3. Subject Matter Experts (SME's) - Provide expertise and leadership in clinical, operational, financial , HR, and regulatory functions.
4. Physio-Control Data Solutions Professional Services - PCDS 's Project Manager helps operationalize the system to meet your unique business needs

Professional Services

Description
Professional Services: Web-Based
Professional Services: OnSite (Customer Location)   *2 Days of Consulting, 1 Staff Member*

HealthEMS®

SUBSCRIPTION AGREEMENT

This **HealthEMS®** Subscription Agreement (the "**Agreement**"), is between Physio-Control, Inc., ("**Physio-Control**"), and the undersigned customer ("**Customer**").

1. **HealthEMS® SYSTEM. (**"**System**"**)**

   1.1 **Licensed Software.** The Licensed Software is the HealthEMS® software, a remote-hosted, web-based organization management solution ("**Licensed Software**") for the Fire/Emergency Medical Services industry. Physio-Control owns all rights to this Licensed Software, including the software comprising Data Collection Services as described in Section 1.4, and Extensions as described in Section 1.5.

   1.2 **Professional Services.** Physio-Control makes available numerous Professional Services ("**Professional Services**") as set forth in Section 3 to help maximize the Customer's investment in the System.

   1.3 **Data Center Services.** Data Center Services ("**Data Center Services**") are comprised of infrastructure and services that host, manage, and support the Licensed Software. Physio-Control is responsible for Data Center Services as defined in Section 2.3 up to the point of external Internet access. It is the responsibility of Customer to procure applicable hardware, software, and Internet connectivity with sufficient bandwidth to meet user demands.

   1.4 **Data Collection Services.** Physio-Control provides flexible point-of-service (POS) data collection solutions and a secure file transfer program that uploads data via the Internet ("**Data Collection Services**"). Certain Data Collection Services require Customer to procure and support hardware that meets the specifications set forth by Physio-Control. The Agreement includes the right to order and use Physio-Control's proprietary scannable forms. Should the Customer be in breach of the terms of this Agreement, its license to order and use Physio-Control's proprietary scannable forms shall be suspended until such breach is remedied.

   1.5 **Extensions.** Physio-Control may make available optional Extensions ("**Extensions**") designed to extend the functionality of Licensed Software. Extensions may include, but not be limited to, myPatientEncounters, RevNet, XchangeER, SanFax, Data Xport and Physio-Control Connectx for integration with third parties. Third parties may include, but not be limited to, billing vendors, payers, clearinghouses, CAD (Computer-Aided Dispatch) vendors, medical devices (such as EKG), HIE's, state reporting systems, and hospitals. Customer is responsible for acquiring licenses and paying fees to applicable third parties as required. Extension descriptions, terms, and applicable fees for setup and use, are as set forth in Extension Addendums and/or Schedule A, all of which form part of this Agreement.

   1.6 **Documentation.** The term Documentation ("**Documentation**") means any users' manual(s), specifications, any documents attached to or referenced in this Agreement, any RFP response, proposal or similar document provided by Physio-Control and other materials accompanying the System, and any modified version thereof relating or referencing the System or any of its components.

2. **SYSTEM SERVICES.**

   2.1 **Account Management Services.** Physio-Control will assign a primary account manager to assist Customer in their commercial relationship with Physio-Control ("**Account Management Services**"). Account Management Services include, but may not be limited to, informing Customer of new Extensions or System features, identifying needs for supplemental assistance from Professional Services, advocating for Customer needs across various Physio-Control groups, and contract management.

   2.2 **Solution Center Services.** Physio-Control's Solution Center Specialists provide telephone and web-based Solution Center Services ("**Application Support**") at no additional cost to Customers who are active Users. Application Support is defined as help with application navigation or troubleshooting arising from the use of the System, as designed. Application Support excludes supporting Customer procured hardware, OS, and Internet connectivity.

      2.2.1 Self Help Application Support is provided through Physio-Control's Solution Center, which is an integrated delivery of web-based, self-help Educational Resources and an online ticket management system available within the System 24/7/365. Physio-Control provides numerous Educational Resources which should be used before contacting the Solution Center for Application Support. These include user guide(s), training videos, Frequently Asked Questions (FAQs) and important industry links to other websites.

2.2.2 Live Assistance Application Support provided by Solution Center Specialists is available to supplement Self Help Application Support. Physio-Control's Solution Center is staffed during prime Customer business hours, Monday – Friday, 7AM – 6PM CT, excluding major holidays. During "non-prime" hours, 6PM - 7AM CT Monday – Thursday, and 6PM CT on Friday through 7AM CT the following Monday, and on major holidays, inquiries regarding system availability are supported live by Physio-Control technical staff. Support tickets started outside of prime Solution Center hours will be addressed the next business day.

2.3 Data Center Services.

2.3.1 System Maintenance. Physio-Control will provide software updates, upgrades, and enhancements at the same time as generally available to other licensees. Physio-Control is responsible for deploying upgrades and enhancements for Customer's use at no additional charge to Customer. Customer may not have access to the System during times of scheduled maintenance. Prior to providing any update, upgrade, or enhancement, Physio-Control shall have used commercially reasonable efforts to test such item to ensure that it functions properly and in conformance with all specifications and warranties.

2.3.2 Backups. Backups of hosted applications and data are performed on a nightly (incremental) and weekly (full) basis. Backups will be scheduled at times so as to provide minimal impact to Customer's business activity. Physio-Control will maintain at least one full backup copy until after the next backup is performed. Backup will be maintained on a rolling basis and Physio-Control will not be responsible for archiving more than the most recent full backup. Physio-Control will take commercially reasonable steps to maintain data integrity in any backup, but Physio-Control is not responsible for loss of data or data integrity so long as Physio-Control has performed the backup in a commercially reasonable manner.

2.3.3 System Access Level. Physio-Control is not responsible for loss of access to the Data Center for reasons that are beyond Physio-Control's reasonable control. With the exception for loss of access that is beyond Physio-Control's reasonable control, Physio-Control shall maintain a level of access to the Data Center (excluding periods of emergency maintenance) of 99.9% Access Availability (**"Access Availability"**), 24 hours a day, 7 days a week, including holidays. System Access Unavailable (**"System Access Unavailable"**) is defined as the reported unscheduled inability of all subscribed users of Customer to access the Data Center and verification that the problem is within the Data Center. Total System Access Unavailable minutes are calculated by adding the period of time beginning when the Customer reports System Access Unavailable to Physio-Control's Solution Center and ending when Physio-Control's Solution Center corrects the unavailable status and closes the incident with the Customer. If the Customer does not initiate a Solution Center call, Physio-Control will not be obligated to issue a System Access Unavailable Credit (**"System Access Unavailable Credit"**) for the System Access Unavailability. Physio-Control will compute any System Access Unavailability on a quarterly average basis and apply a System Access Unavailable Credit to the next Customer invoice in the event that the stated Access Availability commitment was not met. This occurs on a pro-rated basis limited to the maximum of the total invoice charges based on the total billing period. System Access Unavailable Credits will not be given for events occurring during any period in which the Customer's account has an undisputed past due balance or the Customer is otherwise in breach of Agreement. The System Access Unavailable Credit will be calculated according to the following schedule:

99.9%	- 100%	Covered under Agreement
99.5%	- 99.89%	(1) day credit
98.5%	- 99.49%	(2) days credit
97.5%	- 98.49%	(1) week credit
96.5%	- 97.49%	(2) weeks credit
0%	- 96.49%	(1) month credit

3. PROFESSIONAL SERVICES. Physio-Control shall provide Professional Services on a fee-for-service basis (**"Professional Services"**) to assist the Customer with successful implementation and effective utilization of the System. Any Professional Services performed by Physio-Control, including without limitation to, consulting, mapping, migration, configuration, and implementation services, shall be performed under a statement of work defined in an applicable Professional Services Engagement.

3.1 Business Analyst Services. Physio-Control Business Analysts provide Professional Services on a fee-for-service basis, assisting Customers to operationalize the solution to meet specific organizational objectives (**"Business Analyst Services"**). Business Analyst Services include, but may not be limited to, Training, Implementation, and Consulting that requires specific knowledge of the Customer's data set, research goals, and operational objectives. Business Analyst Services may be provided web-based, at Physio-Control offices, or onsite at Customer location.

Revised 06/26/2015

4. CUSTOMER REQUIREMENTS.

4.1 Internet Connectivity. Customer must provide Internet connectivity to the System web site with sufficient bandwidth to meet Customer's utilization demands. System performance is a function of bandwidth and latency time from client desktop to the System web site. Customer must connect with Physio-Control supported browsers and client software.

4.2 Named User Identification and Authentication. The System requires a unique user name and password for each authorized individual Customer representative ("**Named User**") to access the System via Physio-Control's Data Center(s). Customer is responsible for administration and management of Named User accounts, including the appropriate technical and administrative safeguards to prevent unauthorized access. Physio-Control shall have no responsibility for unauthorized access to Customer's Data or Confidential Information that results from Customer's failure to prevent unauthorized access.

5. LICENSE AND FEES.

5.1 License. Subject to the terms and conditions of this Agreement, Physio-Control hereby grants to Customer a non-exclusive, non-transferable (except as provided in this Agreement) license to access and use the System.

5.2 Fees.

5.2.1 Activation Fee. Upon acceptance of this Agreement, Customer agrees to pay the non-refundable Activation Fee as set forth in Schedule A.

5.2.2 Activation Date. Customer's Activation Date is 90 days from latest signature date below, or, in the case of renewal, the first day after expiration of previous Term. The Activation Date represents the first day of the Subscription Term. Physio-Control will invoice Customer for Monthly Subscription Fees as set forth in Schedule A during the Subscription Term.

5.2.3 Subscription Fees. Customer agrees to pay Subscription Fees as set forth in this Section and Schedule A.

5.2.3.1 ePCR Fees. Customer's pricing is identified in Schedule A based on Customer projections of run volume ("**Estimated Annual Run Volume**"). In the event the Customer's actual annual run volume varies from Estimated Annual Run Volume, as identified in Schedule A, by more than +/- 10%, Physio-Control reserves the right to make adjustments to the Subscription Fees, applicable to actual run volume, provided the Customer is given 60 days prior written notice of such adjustment. Subscription Fees include: Data Center Services, Data Collection Services, Application Licensing, System Maintenance, and Upgrades, Application Support, Integration Fees, and optional Extension usage. Should Customer not agree to adjustment, Customer may choose to terminate the Agreement as set forth in Section 6.3.

5.2.3.2 Subscription Fee Invoicing. Following Activation Date, Physio-Control will invoice the Customer as set forth in Schedule A. Customer will be invoiced monthly Subscription Fees 30 days in advance, due and payable by the first of the month during the Term identified in Section 6 and in Schedule A. Shipping costs for any scannable ePCR sheets or accessory items used by Customer remain the responsibility of the Customer and will be included in the monthly Subscription Fee invoice.

5.2.4 Optional Extension Fees. Customer agrees to pay Optional Extension Fees as set forth in Extension Addendum(s) and/or Schedule A. Optional Extension Fees are based on the actual transaction usage for the optional Extensions.

5.2.4.1 Optional Extension Fee Invoicing. Optional Extension Fees will be invoiced monthly for the previous month's actual use at the Unit Price listed in Schedule A or applicable Extension Addendum.

5.2.5 Professional Services Fees. Customer agrees to pay Professional Services Fees as set forth in applicable Professional Services Engagements. Payment terms and conditions are as follows:

5.2.5.1 Professional Services Invoicing. Professional Services will be invoiced monthly for the previous month's actual use at the Unit Price listed in applicable Professional Services Engagements. Professional Services time will be logged and made electronically available to Customer with a minimum activity time of fifteen (15) minutes, rounded up to the nearest fifteen (15) minute increment, for hourly-based Professional Services.

5.2.5.2 Discounts. Customer may receive a discount on Professional Services Fees during implementation and for pre-authorizing activity.

5.2.5.2.1 Implementation Discount.
Customer will receive an Implementation Discount for Web-based Professional Services during the first six (6) months of Term. Physio-Control will provide Customer an estimate for Professional Services implementation hours in a Professional Services Engagement and will notify Customer if remaining implementation hours are less than twenty percent (20%) of initially estimated amount.

5.2.5.2.2 Pre-Authorized Discount.
After the first six (6) months of Term, Customer may choose to authorize Physio-Control to provide a certain amount of Web-based Professional Services in an engagement ("**Authorized Professional Services**") and will receive a discount by authorizing those services in advance ("**Pre-Authorized Discount**"). Physio-Control will notify Customer if Authorized Professional Services balance is less than twenty percent (20%) of Authorized Professional Services amount. There shall be a minimum of twenty (20) hours of Authorized Web-based Professional Services in a period to qualify for Pre-Authorized Discount.

5.2.5.3 Cancellations.
Cancellation within 24 hours of scheduled Professional Services appointments will result in a minimum charge of one (1) hour for Web-based Professional Services or two (2) days for Onsite Professional Services plus any non-cancellable expenses.

5.2.5.4 Travel and Expenses.
Physio-Control shall invoice Customer for such reimbursable expenses, as authorized with receipt of signed Professional Services Engagements. Actual charges will be based upon hours consumed and expenses incurred in engagement. Travel Fees, as set forth on the Professional Services Engagements, include but may not be limited to airfare, lodging, ground transportation, staff per diem, and other related travel expenses.

5.2.6 Taxes:
Physio-Control is required to collect sales tax from products and services provided to customers in certain states. Physio-Control reserves the right to invoice the Customer those taxes now or at any time in the future, including interest and penalties imposed by any governmental authority which are imposed upon the sale or delivery of items purchased or licensed. Customer is required to complete Exhibit T in order for Physio-Control to correctly identify tax status.

If a certificate of exemption or similar document or proceeding is to be made in order to exempt the sale from sales or use tax liability, Customer will obtain and purchase such certificate, document or proceeding.

5.2.7 Interests and Costs.
Undisputed amounts not paid when due will bear interest at the rate of 1.5% per annum on the unpaid balance each month, or such lesser rate of interest as shall be the maximum amount chargeable with respect to this account under the law in effect in the state of Customer's location. In the event of non-payment or default by Customer, Customer agrees that all costs of enforcement and collection, including reasonable attorneys' fees, will be paid by Customer.

6. TERM AND TERMINATION.

6.1 Term Initiation. This Agreement takes effect on the latest signature date below and continues through the conclusion of the Subscription Term or any subsequent Renewal Subscription Term. The Subscription Term (the "**Term**") begins on the System Activation Date and ends at the conclusion of the period set forth in Schedule A or any subsequent Renewal Schedule A's. Subscription Fees commence on the System Activation Date and continue throughout the Term of this Agreement. Upon acceptance of this Agreement, Physio-Control will provide Customer with an access code to use the Licensed Software via Physio-Control's Data Center and the Internet.

6.2 Term Renewal. This Agreement shall automatically renew upon expiration of the then current Term, at the current System price list for the same Term, unless Customer notifies Physio-Control of its intention of nonrenewal by written notification at least 45 days prior to the end of the then current Term, or unless Physio-Control requires a new Agreement to be executed by the parties. If Physio-Control requires a new Agreement, it will be provided to Customer at least 45 days prior to the end of the then current Term. Customer may decline to enter into a new Agreement in its sole and absolute discretion, and if Customer so declines, then Customer shall not be responsible for Early Termination Fees as set forth in Section 6.4.

6.3 Termination. Either party may terminate the Agreement upon the other party's material breach of this Agreement, if within 30 days of receipt of written notification of breach (10 days in the case of non-payment), the breaching party has failed to cure its breach. Physio-Control may terminate Customer's access to the System immediately upon Termination of the Agreement. In the event of early Termination due to material breach by Customer, Customer shall be responsible for Early Termination Fee per Section 6.4 of this Agreement. In the event of early Termination due to material breach by Physio-Control, Customer shall not be responsible for Early Termination Fee as set forth in Section 6.4.

Notwithstanding anything in this Section 6 or in this Agreement to the contrary, Customer may terminate this Agreement and Customer obligations hereunder during the initial Term or any subsequent renewal Term, without cause, for any reason, or for no reason, and in Customer's sole and absolute discretion by payment to Physio-Control of the Early Termination Fee as set forth in Section 6.4. Physio-Control acknowledges and agrees that payment of such Early Termination Fee shall be Physio-Control's sole remedy therefor. Customer must notify Physio-Control of its intention for early Termination by written notification at least 90 days before the desired Termination date. Early Termination must occur on a monthly anniversary of the then current Term.

Notwithstanding any term or provision in this Agreement to the contrary, except non-payment, Physio-Control will perform, as requested by Customer, one export of Customer's raw data in agreed upon media format and provide that export to Customer within 90 days of Termination or expiration of this Agreement, at no additional charge.

6.4 **Early Termination Fee.** Upon early Termination for breach by Customer or for such other early Termination as described in Section 6.3 of this Agreement, Physio-Control reserves the right to charge Customer a pro-rated Early Termination Fee based on the percentage of the current Term utilized. The percentage will be applied to the remaining Subscription Fees for the current Term as selected by Customer on Schedule A. Physio-Control acknowledges and agrees the Early Termination Fee will be Physio-Control's sole remedy therefor.

Example:	Current Term Length:	36 month
	Desired Early Termination Date:	end of month 30
	Percentage of Term Utilized:	83%
	Pro-Rated Termination Percentage:	17%
	Monthly Subscription Fee:	$ 2,000 (Per Schedule A)
	Remaining Subscription Fees per current Term:	$12,000 (6 months @ $2,000)
	Early Termination Fee:	$ 2,040 (17% of $12,000)

7. **PROPRIETARY RIGHTS OF PHYSIO-CONTROL IN THE LICENSED SOFTWARE AND DOCUMENTATION.**

7.1 **Nature of Rights and Title.** Customer acknowledges that the System and Documentation supplied by Physio-Control to Customer are proprietary and shall remain the property of Physio-Control and nothing in this Agreement shall be construed as transferring any aspect of such rights to Customer or any third party. Any changes, additions, and enhancements in the form of new or partial programs or Documentation as may be provided under this Agreement shall remain the proprietary property of Physio-Control. Customer agrees with Physio-Control that the System, Documentation and all other proprietary information or data supplied by Physio-Control are trade secrets of Physio-Control, are protected by civil and criminal law, and by the law of copyright, are very valuable to Physio-Control, and that their use and disclosure must be carefully and continuously controlled. Customer further understands that operator manuals, training aids, and other written materials regarding the System are subject to the Copyright Act of the United States. Customer shall keep each and every item to which Physio-Control retains title free and clear of all claims, liens and encumbrances except those of Physio-Control and any act of Customer, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such an item shall be void.

7.2 **Unauthorized Acts.** Customer agrees to notify Physio-Control promptly of the unauthorized possession, use, or knowledge of any item supplied under this license and of other proprietary information made available to Customer under this Agreement, by any person or organization not authorized by this Agreement to have such possession, use or knowledge. Customer will promptly furnish full details of such possession, use or knowledge to Physio-Control, will assist in preventing the continuation or recurrence of such possession, use or knowledge, and will cooperate with Physio-Control in any litigation against third parties deemed necessary by Physio-Control to protect its proprietary rights. Customer's compliance with this subparagraph shall not be construed in any way as a waiver of Physio-Control's right, if any, to recover damages or obtain other relief against Customer for its negligent or intentional harm to Physio-Control's proprietary rights, or for breach of contractual rights.

7.3 **Remedies.** If Customer attempts to use, copy, license, sub-license, or otherwise transfer the Licensed Software or access to the System supplied by Physio-Control under this Agreement, in a manner contrary to the terms of this Agreement or in competition with Physio-Control or in derogation of Physio-Control's proprietary rights, whether these rights are explicitly stated, determined by law, or otherwise, Physio-Control shall have the right to injunctive relief enjoining such action, in addition to any other remedies available. Customer acknowledges that other remedies are inadequate.

7.4 **Infringement Indemnification.** Physio-Control shall indemnify, defend and hold harmless Customer from and against any and all loss, cost, damage or liability, including reasonable attorneys' fees and expenses, arising out of or relating to any claim or cause of action for patent, copyright, and/or other intellectual property infringement (**"Infringement Claim"**) asserted against Customer by virtue of the

System, Software or Documentation or Customer's use or possession of the System, Software or Documentation pursuant to this Agreement. Physio-Control shall defend and settle at its sole expense all suits and proceedings arising out of the foregoing, provided that Customer gives Physio-Control reasonably prompt notice of any such Infringement Claim of which it learns. In all events, Customer shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing. In the event any Infringement Claim is asserted by a third party with respect to the System or Customer's use thereof, then and in that event, Customer may terminate its use of the System and/or this Agreement without payment of any Early Termination Fee.

8. CONFIDENTIALITY AND DATA USE.

8.1 **Confidential Information.** The parties agree that any Confidential Information provided under this Agreement shall be held and maintained in strict confidence. Each party agrees to protect the Confidential Information of the other party in a manner consistent with the protections used to protect its own Confidential Information, including, without limitation, informing its employees of its obligations under this Agreement and taking such steps as are reasonable in the circumstances, or as reasonably requested by the other party, to prevent any unauthorized disclosure, copying or use of Confidential Information. Confidential Information means any proprietary material that the disclosing party designates as confidential ("**Confidential Information**"). Confidential Information shall also include, without limitation, all information in any form which relates to the business, expertise and/or operations of the disclosing party, including without limitation, information in any form generally understood to be trade secret, proprietary or confidential and/or that is related to products and services, commercial and financial information, system functionality charts and descriptions, program code logic, trade secret information, and information about health care providers, customers and/or business partners. Confidential Information shall also include Protected Health Information as defined in HIPAA and its rules and regulations promulgated here under. Physio-Control will not use Confidential Information except as expressly provided in this Agreement. Confidential Information does not include information that (i) is already known to the receiving party at the time it is disclosed and has not been obtained wrongfully, (ii) becomes publicly known without the fault of the receiving party, (iii) is independently developed by the receiving party, (iv) is approved for release in writing by the disclosing party, (v) is disclosed without restriction by the disclosing party to a third party, or (vi) is disclosed pursuant to applicable statutory or other legal or accreditation obligation beyond the control of the receiving party.

8.2 **Unauthorized Disclosure.** The recipient of any Confidential Information shall, upon discovery of any unauthorized use or disclosure of such Confidential Information, or any other breach of these confidentiality obligations by the recipient, fully cooperate with the disclosing party to assist the disclosing party to regain possession of the Confidential Information and prevent the further unauthorized use or disclosure of the Confidential Information.

8.3 **Remedies.** The parties acknowledge and agree that in the event of a breach of this Section 8 the non-breaching party will suffer irreparable injuries not compensable by money damages alone and therefore the non-breaching party will not have an adequate remedy at law. The non-breaching party shall be entitled to seek injunctive relief without the necessity of posting any bond or undertaking to prevent any further breach. Such remedy shall be in addition to any other remedy the non-breaching party may have.

8.4 **Data Use.** Physio-Control recognizes the importance in identifying issues and improvements surrounding the functionality, integration, performance, and reliability of the System. Customer agrees that Physio-Control may collect, maintain, and use technical information related to the System, including but not limited to, its usage, functionality, integration, performance, and reliability. Physio-Control may use this information to improve its products or to provide customized services or technologies.

Customer retains all ownership rights to System data it generates through use of the System during the Term, except that Customer grants Physio-Control a perpetual, royalty-free license to compile, sell, analyze, use, and distribute de-identified aggregated data to the extent necessary to fulfill Physio-Control's obligations under any agreement or for any other lawful purpose. Physio-Control represents and warrants that it will only employ methods to de-identify the data that do not involve actual disclosure of Protected Health Information to Physio-Control.

9. LIMITED WARRANTY.

For the duration of this Agreement (the "**Warranty Period**"), Physio-Control will checkout, document, and deliver any amendments or alterations to the Licensed Software or other System components that may be required to correct errors which significantly affect performance. This warranty is contingent upon Customer advising Physio-Control in writing of such errors. Physio-Control shall not be responsible for maintaining Customer-modified portions of the Licensed Software or other System components. Corrections for difficulties or defects traceable to Customer errors or System changes made by Customer will be billed at standard Physio-Control's time and materials rates.

THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS THE ONLY WARRANTY MADE BY PHYSIO-CONTROL. PHYSIO-CONTROL EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. PHYSIO-CONTROL DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT, EXCEPT AS REQUIRED HEREIN TO ADDRESS ERRORS THAT SIGNIFICANTLY AFFECT PERFORMANCE, ERRORS IN THE LICENSED SOFTWARE OR SYSTEM WILL BE CORRECTED. PHYSIO-CONTROL'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF PHYSIO-CONTROL FOR THE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE OR PERFORMANCE OF THE LICENSES SOFTWARE OR SYSTEM.

10. **LIMITATION OF LIABILITY.**

A PARTY'S LIABILITY FOR ANY ACTIONS, CLAIMS OR DAMAGES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT OR THE SYSTEM IS LIMITED TO THE AMOUNTS PAID BY CUSTOMER IN THE 12-MONTH PERIOD PRECEDING THE DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES. NOTWITHSTANDING THE FOREGOING, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NO LIMITATION OF LIABILITY OR LIMITATION OF WARRANTY OR DISCLAIMER SHALL BE APPLICABLE TO PHYSIO-CONTROL'S BREACH OF ITS OBLIGATIONS UNDER SECTION 7.4 INFRINGEMENT INDEMNIFICATION, OR TO A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 8 AND/OR SECTION 11, IT BEING THE INTENT OF THE RESPECTIVE PARTIES THAT THE BREACHING PARTY REMAIN FULLY LIABLE THEREFORE.

11. **HIPAA.**

The parties understand, acknowledge, and agree that the System provides access to Protected Health Information (**"PHI"**) pursuant to and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (**"HIPAA"**), and the regulations promulgated there under, the HIPAA Privacy Regulations, including, but not limited to, 45 C.F.R. Parts 160 and 164, Subpart A and Subpart E (hereinafter the "**Privacy Rule**"), and HIPAA Security Regulations, including but not limited to, 45 C.F.R. Parts 160 and 164, Subpart A and Subpart C (hereinafter the "**Security Rule**"), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (**the** "**HITECH Act**"), and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "**Secretary**"), and all other applicable state and federal laws, as all amended from time to time, including as amended by the Final Rule of 2013, titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the HITECH and the Genetic Information Non-Discrimination Act (**"GINA"**) (**"Omnibus Rule"**).

At the time of execution of this Agreement the parties shall execute a Business Associate Agreement ("**BAA**") and shall take reasonable and necessary steps to maintain the BAA in effect throughout the Agreement. By this Agreement, Customer authorizes Physio-Control, as Customer's Business Associate and limited agent, to send, accept, and receive Protected Health Information on its behalf for the business purposes as outlined in this Agreement.

The parties shall not use or disclose such PHI except as permitted by this Agreement and the mutually executed BAA.

12. **GENERAL.**

12.1 **Assignment.** This Agreement is not assignable without the prior written consent of Physio-Control which shall not be unreasonably withheld. Any attempt by Customer to assign any of the rights, duties or obligations of this Agreement without such consent is void. After and upon approved assignment, this Agreement shall bind and inure to the benefit of the parties and their respective successors, assignees, transferees, and legal representatives.

12.2 **Amendment**. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of Customer and of Physio-Control, and variance from the terms and conditions of this Agreement in any order or other written notification from the Customer will be of no effect.

12.3 **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12.4 **Governing Law and Venue.** This Agreement will be governed by the laws of the State of Minnesota and any action must be brought in the United States District Court for the District of Minnesota, Fifth Division, or the State of Minnesota District Court in St. Louis County, Minnesota.

12.5 **Schedules.** All schedules are attached hereto and incorporated by reference herein.

Revised 06/26/2015

12.6 Entire Agreement. Customer acknowledges that its undersigned representative has read this Agreement, understands it, and agrees on behalf of Customer to be bound by its terms and conditions. Further, Customer agrees that this Agreement constitutes the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

12.7 Conflicting Terms. Unless otherwise mutually agreed in writing, in the event that any terms and/or conditions in this Agreement conflict or are inconsistent with any terms and/or conditions in any attached and incorporated agreement, including but not limited to amendments, addendums, exhibits and SOW's, then the terms and conditions of this Agreement shall control.

12.8 Notices. All notices, demands, requests, and other communications made or required pursuant to the terms of this Agreement shall be in writing and shall be (1) personally delivered, sent by nationally recognized courier service, or sent by certified mail, return receipt requested, and shall be deemed to have been received upon the earlier of actual receipt or five (5) business days after deposit with the nationally recognized courier service or deposit in the mail; (2) sent by facsimile and deemed to have been received on the date of the facsimile confirmation; (3) sent by electronic means and shall be deemed to have been received upon return of a read receipt.

Unless another address for a party has been specified by providing notice as set forth herein, such notices, demands, requests and other communications permitted or allowed under this Agreement must be sent to Customer at the address set forth on Schedule A of this Agreement and to Physio-Control at:

> Physio-Control Data Solutions
> 11 E. Superior Street, Suite 310
> Duluth, MN 55802
> Attn: Legal

This Agreement is executed by:

_____
CUSTOMER

Physio-Control

BY: BY:

_____   _____
Name (Print)   Name (Print)

_____   _____   _____   _____
Signature   Date   Signature   Date

_____   _____
Title   Title

_____   **11 East Superior Street**
Address 1   **Suite 310**
                                                                                    Duluth, MN 55802

_____
Address 2

_____
City   State   Zip

HealthEMS®

Business Associate Agreement

Pursuant to and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the regulations promulgated there under, the HIPAA Privacy Regulations, including, but not limited to, 45 C.F.R. Parts 160 and 164, Subpart A and Subpart E (hereinafter the "Privacy Rule"), and HIPAA Security Regulations, including but not limited to, 45 C.F.R. Parts 160 and 164, Subpart A and Subpart C (hereinafter the "Security Rule"), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary"), and all other applicable state and federal laws, as all amended from time to time, including as amended by the Final Rule of 2013, titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the HITECH and the Genetic Information Non-Discrimination Act ("GINA") ("Omnibus Rule"), all business associates of entities such as Customer must agree in writing to certain mandatory provisions regarding the use and disclosure of certain Individually Identifiable Health Information.

Physio-Control and Customer agree that this Agreement replaces in its entirety any previous Business Associate Agreement between the parties and/or Section 12 of any Subscription Agreement executed on or before September 23, 2013. In order to satisfy the above applicable requirements, the Parties agree as follows effective as of the Compliance Date(s):

A.   Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, Security Rule, the HITECH Act, and the Omnibus Rule:

   a. Administrative Safeguards. "Administrative Safeguards" shall mean administrative actions, policies, and procedures to manage the selection, development, implementation, and maintenance of security measures to protect Electronic PHI and to manage the conduct of the workforce in relation to the protection of that information.

   b. Breach. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of unsecured PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to obtain such information.

   c. Business Associate. "Business Associate" shall mean Physio-Control.

   d. Covered Entity. "Covered Entity" shall mean the Customer.

   e. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for Physio-Control or Customer that is: (i) the medical records and billing records about individuals maintained by Physio-Control or Customer; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Customer to make decisions about individuals. As used

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herein, the term "Record" means any item, collection, or grouping of information that includes PHI and is created, received, maintained, or transmitted by or for Physio-Control or Customer.

f. Electronic Health Record. "Electronic Health Record" shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

g. Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

h. HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, and any amendments thereto.

i. HITECH. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009, and any amendments, regulations, rules, and guidance issued thereto and the relevant dates for compliance, including amendments to HIPAA as applicable.

j. 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).

k. Individually Identifiable Health Information. "Individually Identifiable Health Information" shall mean information that is a subset of health information, including demographic information collected from an individual, and

> (i) is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and

> (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; and (i) identifies the individual, or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

l. Omnibus Rule. "Omnibus Rule" shall mean the Final Rule of 2013, titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under HITECH and the Genetic Information Non-discrimination Act ("GINA").

m. "Physical Safeguards" shall mean physical measures, policies, and procedures to protect electronic information systems and related facilities and equipment from natural and environmental hazards and unauthorized intrusion.

n. 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.

o. Protected Health Information. "Protected Health Information" or "PHI" shall mean Individually Identifiable Health Information that is (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium. "PHI" shall not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. § 1232g, or records described in 20 U.S.C. § 1232g(a)(4)(B)(iv). "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Physio-Control from or on behalf of Customer.

p. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

q. Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his/her designee.

r. Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

s. Security Rule. "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR parts 160 and 164, subparts A and C.

t. Technical Safeguards. "Technical Safeguards" shall mean the technology, and the policy and procedures for its use that protects Electronic PHI and controls access to it.

u. Transaction Standards. "Transaction Standards" shall mean the Standards for Electronic Transactions, 45 C.F.R. 160 and 162.

v. Unsecured PHI. "Unsecured PHI" shall mean PHI not secured through the use of a technology or methodology specified in guidance by the Secretary that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals.

B. Compliance with Applicable Law. Physio-Control acknowledges and agrees that in the course of performance of Physio-Control's obligations under this Agreement, Physio-Control might be given or obtain access to information which contains Protected Health Information. Beginning with the relevant effective dates, Physio-Control shall comply with its obligations under this Agreement and with all obligations of a business associate under HIPAA, HITECH, the Omnibus Rule, and other related laws and any implementing regulations, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.

C. Uses and Disclosures of PHI. Physio-Control will not, and shall ensure that its directors, officers, employees, and agents do not, use or further disclose PHI received from Customer other than as permitted or required by this Agreement or as required by law. All uses and disclosures of and requests by Physio-Control for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical,

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unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.

Customer will provide Physio-Control with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Physio-Control's permitted or required uses or disclosures.

Customer will notify Physio-Control of any restrictions to the use or disclosure of PHI that Customer has agreed to in accordance with 45 C.F.R. § 164.522, to the extent such restrictions affect Physio-Control permitted or required uses or disclosures.

D.   Required Safeguards To Protect PHI. Physio-Control will use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Physio-Control agrees to use appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of any electronic PHI in accordance with the Privacy Rule, the Security Rule, and in accordance with Section 13401(a) of HITECH and any implementing Regulations.

Physio-Control will maintain liability coverage indemnifying Physio-Control against losses or damages arising out of its treatment of PHI in performing this Agreement, with per occurrence limits not less than $2,000,000.

E.   Ownership of PHI. Under no circumstances shall Physio-Control be deemed in any respect to be the owner of any PHI used or disclosed by or to Physio-Control pursuant to the terms of the Agreement. Physio-Control acknowledges that all rights, title, and interest in and to any PHI furnished to Physio-Control rests solely and exclusively with the Customer or the Individual to whom such PHI relates.

F.   Reporting of Improper Use and Disclosures of PHI. Physio-Control will report to Customer, as soon as reasonably practical, any use or disclosure of PHI not provided for by this Agreement of which Physio-Control becomes aware.

G.   Reporting of Breaches of Unsecured PHI. Physio-Control shall report to Customer, as soon as reasonably practical, a breach of Unsecured PHI, of which it reasonably becomes aware, in accordance with Section 13402(b) of HITECH.

H.   Agreements by Third Parties. Physio-Control will ensure that any agent, including a subcontractor, to whom Physio-Control provides electronic PHI created by, received from, maintained for or transmitted by Physio-Control on behalf of Customer agrees to the same business associate restrictions, terms, conditions, and requirements that apply to Physio-Control with respect to such information, including without limitation compliance with Section D hereof.

I.   Access to Protected Health Information. Physio-Control will, at the request of Customer, make available PHI maintained by Physio-Control in a Designated Record

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Set to Customer in order for Customer to meet the requirements under 45 C.F.R. § 164.524. In the event any Individual delivers directly to Physio-Control a request for access to PHI, Physio-Control will forward such request to Customer in order for Customer to respond to such Individual.

J. Availability of PHI for Amendment. Physio-Control will, at the request of Customer, make available for amendment, and allow Customer to incorporate any amendment(s) in, any Protected Health Information in a Designated Record Set maintained by Physio-Control, which the Customer directs or agrees to pursuant to 45 C.F.R. § 164.526. In the event any Individual delivers directly to Physio-Control a request to amend PHI, Physio-Control will forward such request to Customer, in order for Customer to respond to such Individual.

K. Documentation of Disclosures. Physio-Control agrees to document disclosures of PHI and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. At a minimum, Physio-Control shall provide Customer with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

L. Accounting of Disclosures. Within ten (10) days of notice by Customer to Physio-Control that it has received a request for an accounting of disclosures of PHI regarding an Individual during the six (6) years prior to the date on which the accounting was requested, Physio-Control shall make available to Customer information collected in accordance with Section K of this Agreement, to permit Customer to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an Electronic Health Record maintained or hosted by Physio-Control on behalf of Customer, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment, and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event an Individual directly requests an accounting of disclosures, Physio-Control shall forward such request to Customer in order for Customer to respond to such Individual. Physio-Control hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

M. Compliance with HIPAA Transaction Standards. Physio-Control agrees to comply with all applicable HIPAA standards and requirements, including without limitation, those specified in C.F.R. § 162) with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions").

N. Availability of Books and Records. Physio-Control agrees to make Physio-Control's internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Physio-Control on behalf of, Customer available to the Secretary for purposes of determining Customer's compliance with the Privacy Rule, Security Rule and the HITECH Act.

O. Effect of Termination of Agreement. Upon termination of this Agreement for any reason, if feasible, Physio-Control will return or destroy all Protected Health Information created by, received from or maintained by Physio-Control on behalf of Customer. In the event that Physio-Control determines that returning or destroying the Protected Health Information is infeasible, Physio-Control will extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Physio-Control maintains such Protected Health Information.

P. Red Flag Rules. So long as Physio-Control retains any confidential or non-public Individually Identifiable Information, Physio-Control will develop, maintain, and implement policies and procedures designed to ensure the privacy, confidentiality, and security of such information, and to prevent, detect, and mitigate against the reasonably foreseeable risks of personal and medical identity theft in compliance with the requirements of law, including, without limitation, the Identity Theft, Red Flags and Address Discrepancies under the Fair and Accurate Credit Transaction Act of 2003 ("Red Flag Rules"). Physio-Control will cooperate with Customer in evaluating, investigating, and responding to Red Flags or any possible data breach or Identity Theft activity. Notwithstanding anything to the contrary in this Agreement or any other document, this provision shall survive the expiration or sooner termination of this Agreement, and shall inure to the benefit of Customer and its affiliates and agents.

Q. Changes in the Law. Physio-Control may amend this Agreement as appropriate, to conform to any new or revised legislation, rules and regulations to which Physio-Control is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards, or Transaction Standards.

Customer: _____   **Physio-Control**

Customer Authorized Representative   **Physio-Control Authorized Representative**

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