

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this 24 day of January, 2020 between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA, whose mailing address is PO Box 398, Fort Myers, Florida 33902 hereinafter referred to as the "COUNTY"; and Change Healthcare Technology Enabled Services, LLC, whose mailing address is 5995 Windward Parkway, Alpharetta, Georgia 30005 hereinafter referred to as the "PROVIDER".

WHEREAS, the COUNTY desires to obtain the services of PROVIDER with respect to Ground Medical Transport Billing Services as further described in attached Exhibit "A" herein referred to as "Services", and,

WHEREAS, the PROVIDER entered into a contract with Brevard County Board of County Commissioners, Contract Number RMS159262, for ground medical billing services, this Contract is eligible for piggyback, and the COUNTY desires to piggyback in order to purchase Services from the PROVIDER under the same terms and conditions of Contract Number RMS159262; and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the Services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the Services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such Services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

1.1 PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the Services and work as set forth in EXHIBIT "A", entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement. Furthermore, the parties agree to be bound by the terms and conditions of Brevard County Contract Number RMS159262 with the terms of this Service Provider Agreement controlling in the event of any conflicts between this Agreement and Brevard County Contract Number RMS159262.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm, or entity offering Services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the Services, work, and materials, including the Services and the work of subcontractors, required under the covenants, terms, and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the Services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth any changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used in this Agreement refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations must consistent with and have previously been included within the Scope of Services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PARTIES

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the Services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the Services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the applicable laws, statutes, ordinances, codes, rules, regulations, and requirements of governmental agencies that regulate or have jurisdiction over the Services to be provided and performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

- (1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

- (2) COUNTY's Approval Does Not Relieve PROVIDER of Responsibility. Neither review, approval, nor acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work, and materials furnished hereunder by the PROVIDER shall in any way relieve PROVIDER of responsibility for the adequacy, completeness, and accuracy of its Services, work and materials. Neither the COUNTY'S review, approval, or acceptance of, nor payment for any part of the PROVIDER'S Services, work, and materials may be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 NOT TO DIVULGE CERTAIN INFORMATION.

- (1) Each party may disclose to the other party Confidential Information. Except as expressly permitted by this Agreement, neither party will: (a) disclose the other party's Confidential Information except (i) 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 Section 3.6., or, (ii) to the extent required by law following prompt notice of such obligation to the other party; or, (b) use the other party's Confidential Information for any purpose other than performing its obligations under this Agreement. 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. Following the termination of this Agreement, 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.

- (2) The PROVIDER acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to COUNTY. Therefore, except as required by law, the PROVIDER agrees that its employees will not:
 - (a) Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.

 - (b) Access or attempt to access information beyond their stated authorization.

- (c) Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and any other transmission or sharing of data.
- (3) The restrictions on use, disclosure and reproduction of Confidential Information set forth in Section 3.6 will, with respect to Confidential Information that constitutes a "trade secret" (as that term is defined under applicable law), are perpetual, and will, with respect to other Confidential Information, remain in full force and effect during the term of this Agreement and for three years following the termination of this Agreement.
- (4) The parties agree that the breach, or threatened breach, of any provision of this Section 3.6 may cause irreparable harm without adequate remedy at law. Upon any such breach or threatened breach, a party will be entitled to 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 3.6 will limit any other remedy available to either party.

3.6 RESPONSIBILITY FOR ESTIMATES. In the event the Services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of its experience and judgment will develop its best cost estimates and be held accountable, responsible, and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.7 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract that are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The PROVIDER shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION is fully executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION must set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and, (3) the period of time or schedule for performing and completing the ADDITIONAL SERVICES.

3.8 PUBLIC RECORDS. PROVIDER specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- a. keep and maintain public records that ordinarily and necessarily would be required by PROVIDER in order to perform the services required under this Agreement;
- b. upon request from COUNTY's custodian of public records, or his/her delegate, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- d. meet all requirements for retaining public records and transfer, at no cost to COUNTY, all public records in possession of PROVIDER upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with COUNTY's information technology system.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY will pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and terms of this Agreement as set forth in EXHIBIT "B", which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY will pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.

- (1) MONTHLY STATEMENTS. The PROVIDER is entitled to submit no more than one invoice statement to the COUNTY each calendar month covering Services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statements must be itemized to correspond to the basis of compensation as set forth in the Agreement, CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION. The PROVIDER'S invoice statements must contain a breakdown of charges, description of Services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement,

CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION.

- (2) PAYMENT SCHEDULE. The COUNTY will issue payment to the PROVIDER within 30 calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY will notify the PROVIDER of such objection or exception with the 30 calendar day payment period set forth herein. If the COUNTY objection or exception remains unresolved at the end of the 30 calendar day period, the COUNTY may withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by mutual agreement of the parties.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all Services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of Services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. If the COUNTY suspends the PROVIDER'S Services or work on all or part of the Services required by this Agreement, the COUNTY shall compensate the PROVIDER for all Services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION OR DECREASE IN SCOPE OF SERVICES. In the event the Services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; or, (3) modified by the subsequent issuance of a CHANGE ORDER, the PROVIDER will not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses, or for any other anticipated income or expense that may be associated with the Services terminated, suspended, eliminated, cancelled, or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.1 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth herein, the COUNTY will issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of the NOTICE TO PROCEED the PROVIDER will be authorized to commence work and the PROVIDER thereafter must commence work promptly and carry on all such Services and work as may be required in a timely and diligent manner to completion.

5.2 TIME OF PERFORMANCE. The PROVIDER agrees to complete the Services required pursuant to this Agreement within the time periods for completion of the various phases and

tasks of the project Services as set forth and described in this Agreement and attached EXHIBIT "A" and as agreed by the parties as part of the Billing Manual (as defined in Exhibit A).

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-PROVIDERS or subcontractors, and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five calendar days after the commencement of such delay, stating the cause thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY may grant the extension if the COUNTY determines the delay encountered by the PROVIDER, or its sub-PROVIDER or subcontractor, is due to unforeseen causes and not attributable to their fault or neglect.

5.3 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE will set forth the time and manpower scheduled for all of the various phases and tasks required to provide, perform and complete all of the Services and work required for completion of the various phases and tasks of the project Services as set forth and described in this Agreement, in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress will be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.4 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, or complete any of the Services and work required pursuant to this Agreement, through no fault of the COUNTY, in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

Notwithstanding the foregoing, and except as otherwise provided, neither party will be responsible for or in breach due to delays or failures to perform resulting either directly or indirectly from any cause beyond the control of the delaying or non-performing party, including but not limited to, acts of God, fires, floods, , acts of war, or other similar circumstances. In the event of delay in performance due to any such cause, the time for performance will be extended for a period of time reasonably necessary to overcome the effect of such delay though mutual agreement of the parties.

ARTICLE 6.0 - SECURING AGREEMENT

The PROVIDER warrants that the PROVIDER has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation, or firm other than a bona fide employee working solely for the PROVIDER any commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER may not assign or transfer any of its rights, benefits, or obligations under this Agreement, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. If either of these events occurs, PROVIDER must provide written notice to the COUNTY regarding the change in PROVIDER status.

The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing Services and work pursuant to the requirements of this Agreement.

In providing and performing the Services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of the subcontractors as set forth in attached EXHIBIT "C", entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS".

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by all applicable laws, rules, and regulations of Lee County, the State of Florida, and, the United States, when providing services funded by the United States government. Venue for any action to enforce the provisions of this Agreement will be in Lee County, Florida.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of Services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide Services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the Services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

- (1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal

injury liability coverage; and, (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the Services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such Services, work and operations be by the PROVIDER, its employees, or by any sub-PROVIDERS, subcontractors, or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

- (2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- (3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverage's described herein and as are required by law to be provided on behalf of their employees and others.
- (4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATES

- (1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any Service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverage's of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverage's.
- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.
- (3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.
- (4) Each Certificate of Insurance shall include the following:
 - (A) The name and type of policy and coverage's provided;
 - (B) The amount or limit applicable to each coverage provided;
 - (C) The date of expiration of coverage.
 - (D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is

excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

PROVIDER shall obtain and maintain the following insurance coverage as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) **WORKERS' COMPENSATION**

Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

(2) **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

Coverage must include the following:

- (A) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$1,000,000.00 combined single limit (CSL).
(B) Coverage shall include owned vehicles, hired and leased, or non-

owned vehicles.

(4) ERRORS AND OMISSIONS.

Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

Coverages must include the following:

- (A) \$1,000,000 per occurrence
- (B) Such additional requirements as are set forth herein.
- (C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits is written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the PROVIDER shall be required to provide written documentation that is acceptable to the COUNTY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

*The required minimum limit of liability shown in (2) Commercial General Liability and (3) Business Automobile Liability, may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

ARTICLE 12.0 – LIMITATION OF LIABILITY

12.1 COUNTY agrees that PROVIDER shall not be liable for any claims or damages caused in whole or in part by factors not within the direct control of PROVIDER, including but not limited to the failure of third-party service providers to adequately provide the services. PROVIDER shall have no liability to COUNTY, beyond that stated in Article 12.2, or any third party for special, indirect, consequential, exemplary, or incidental damages or for any damages whatsoever resulting from loss of use or profits, arising out of, relating to, or in connection with this Agreement, even if it has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained in this Agreement, in no event shall PROVIDER be liable in the aggregate for any claims or damages in an amount exceeding the amounts paid by COUNTY for Services hereunder during the 12 months immediately preceding such claim or damage.

12.2 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS. The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, or negligence. The PROVIDER will not be liable to, or be

required to indemnify the COUNTY for any portions of damages arising out of any error, omission, or negligence of the COUNTY, its employees, agents, or representatives.

ARTICLE 13.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 14.0 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

14.1 All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the Services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the Services and work required to produce such documents. Upon completion or termination of this Agreement, all of the above documents, to the extent requested, by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within 30 calendar days. Subject to the provisions of Section 3.9 the PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use. COUNTY'S rights in the Services will be limited to those expressly granted in this Agreement. PROVIDER and its suppliers reserve all intellectual property rights not expressly granted to COUNTY. All changes, modifications, improvements or new modules made or developed with regard to the Services, whether or not (a) made or developed at COUNTY's request, (b) made or developed in cooperation with COUNTY, or (c) made or developed by COUNTY, will be solely owned by PROVIDER or its suppliers.

14.2 All programs, documentation, specifications, tapes, instruction manuals and similar material developed or used by PROVIDER in connection with this Agreement (collectively, "Computer Systems") are and shall remain the sole and exclusive property of PROVIDER. Nothing in this Agreement shall be construed as a license or transfer of such Computer Systems to COUNTY. Upon termination of this Agreement for any reason, PROVIDER shall have the right to retain all such Computer Systems and COUNTY shall, upon the request of PROVIDER, deliver all such Computer Systems in its possession to PROVIDER. PROVIDER shall use commercially reasonable efforts to cooperate in supplying source data to COUNTY in the event COUNTY transfers its business support function to another contractor.

ARTICLE 15.0 - MAINTENANCE OF RECORDS/AUDITS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the Services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

During the term of this Agreement, COUNTY will have the right to use internal members of COUNTY ("Internal Auditors"), including but not limited to, County EMS Billing Personnel, for the purpose of performing audits that may be considered necessary by COUNTY to determine the accuracy and correctness of the accounting and internal control performed and maintained by PROVIDER. PROVIDER will cooperate fully by furnishing such Internal Auditors with any and

all information deemed by the COUNTY to be reasonably necessary to perform and complete all audit procedures determined to be necessary by such Internal Auditors. COUNTY agrees that any such audit will be conducted at such times and in such a manner so as to avoid undue disruption of PROVIDER's operations.

During the term of this Agreement, COUNTY will have the right to engage, at its expense, independent, external, third-party auditors (the "Third-Party Auditors") for the purpose of performing audits that may be considered necessary by COUNTY to determine the accuracy and correctness of the accounting and internal control performed and maintained by PROVIDER. If COUNTY 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 Exhibits A and B to this Agreement, PROVIDER will cooperate by furnishing such Third-Party Auditors with information as is reasonably necessary to perform and complete all audit procedures, however, such Third Party Auditors shall not have the right to enter any of PROVIDERS offices, facilities or locations. In the event County determines or finds that PROVIDER did not disclose all pertinent or necessary information to achieve a verifiable audit, PROVIDER will be deemed in breach of this Agreement and liable for all costs associated with obtaining the audit, notwithstanding any other liability limitation contained in this Agreement.

Prior to performing such audits, COUNTY will cause the Third-Party Auditors to comply with the confidentiality provisions set forth in this Agreement. COUNTY agrees that any such audit will be conducted at such times and in such a manner so as to avoid undue disruption of PROVIDER's operations.

ARTICLE 16.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 17.0 – BUSINESS ASSOCIATE

In compliance with their respective legal duties regarding the privacy and security of protected health information, COUNTY and PROVIDER agree to execute and appropriate Business Associate Agreement in compliance with Federal and State law, before or simultaneously with the signing of this Agreement.

ARTICLE 18.0 – TERM

18.1 The initial term of this Agreement shall commence on the 28th day of March, 2020 and shall terminate on the 31st day of December, 2021. The Parties may, upon mutual written agreement, extend the Term of this Agreement for three (3) additional one (1) year terms under the same terms and conditions.

18.2 Written notice with respect to COUNTY's decision regarding extension of the Agreement will be sent to PROVIDER at least 30 days prior to the end of the then effective term.

ARTICLE 19.0 - ENTIRE AGREEMENT

19.1 This Agreement, including the referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "An" entitled "Scope of Professional Services".
- (2) EXHIBIT "B-1" entitled "Compensation and Method of Payment".
- (3) EXHIBIT "B-2" entitled "Non-personal Reimbursable Expenses and Costs".
- (4) EXHIBIT "C" entitled "PROVIDER's Associated Sub-PROVIDERs and SubContractors".
- (5) EXHIBIT "D" entitled "Project Guidelines and Criteria".
- (6) EXHIBIT "E" entitled "Amendment to Articles".
- (7) EXHIBIT "F" entitled "County Fee Schedule".

19.2 Relationship of the Parties. Each party is an independent contractor of the other party. This Agreement 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.

19.3 Warranties. PROVIDER warrants it will perform all Services in accordance with reasonable industry practices. The provisions of this Agreement are intended to state all of the rights and responsibilities between PROVIDER and COUNTY, and they take the place of and supersede all warranties, express or implied whether of merchantability, fitness or otherwise. With the exception of the above warranty, PROVIDER makes and COUNTY receives no warranty, express or implied. All warranties of merchantability and fitness for a particular purpose are hereby expressly excluded.

ARTICLE 20.0 - NOTICES AND ADDRESS

20.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention: Director, Department of Public Safety

20.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Change Healthcare Technology Enabled Services, LLC
5995 Windward Parkway
Alpharetta, GA 30043
Fax: (404) 338-5105
Attention: General Counsel

20.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 21.0 - TERMINATION

21.1 This Agreement may be terminated by the COUNTY at its convenience, by giving 90 calendar days written notice to the PROVIDER. If the PROVIDER is: adjudged bankrupt or insolvent; makes a general assignment for the benefit of its creditors; a trustee or receiver is appointed for the PROVIDER or for any of its property; files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; disregards the authority of the COUNTY'S designated representatives; otherwise violates any provisions of this Agreement; or, for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

21.2 PROVIDER or COUNTY may terminate this Agreement after timely notice to the other party, if the other party: (a) materially breaches this Agreement and fails to remedy, or fails to commence reasonable efforts to remedy, such breach within 60 days after receiving notice of the breach from the terminating party ; (b) infringes the terminating party's intellectual property rights and fails to remedy, or fails to commence reasonable efforts to remedy, such breach within ten days after receiving notice of the breach from the terminating party; (c) materially breaches this Agreement in a manner that cannot be remedied; or (d) commences dissolution proceedings or ceases to operate in the ordinary course of business. Except as otherwise provided above, termination of this Agreement will not affect the parties' rights and obligations under any other agreement executed by the parties prior or subsequent to such termination, and all such other agreements will remain in full force and effect unless and until their respective expiration or termination in accordance with their contractual terms.

21.3 In the event of termination of this Agreement in accordance with this Section 19 or non-renewal, all rights, duties and obligations of both parties shall cease effect as of the date of termination, except as otherwise provided in this Section 19.3. Upon termination, COUNTY shall allow PROVIDER to continue providing Services for 90 days following the effective date of termination (the "Post-Termination Period"). During the Post-Termination Period, PROVIDER shall continue to receive service fees in accordance with the terms of this Agreement. After the expiration of the Post-Termination Period, PROVIDER will deliver to COUNTY a copy of the most current file backup in a format compatible with COUNTY information technology systems. The records will be provided to the County in an electronic media format. COUNTY shall also be responsible for the shipping cost of COUNTY's billing records in PROVIDER's possession at the end of the Post-Termination Period that are forwarded to any destination other than COUNTY's address. Furthermore, following the termination of this Agreement and the expiration of the Post-Termination Period, the parties shall remain bound by the restrictions intended, by the nature, to survive termination or expiration of this Agreement.

21.4 All funds for payment by the COUNTY under this Agreement are subject to the availability

of an annual appropriation for this purpose by the Lee County Board of County Commissioners. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the COUNTY will immediately notify PROVIDER of the non-appropriation and provide advance written notice of the effective date of termination of the Agreement, without termination charge or other liability. The termination date will be the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, COUNTY shall immediately notify PROVIDER of cancellation, and shall make every effort to provide a minimum of thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the COUNTY shall not be obligated under this Agreement beyond the date of termination. In any event, COUNTY shall be responsible for all payments through the date of termination.

ARTICLE 22.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization or CHANGE ORDER. In the event of any conflicts between the requirements, provisions, or terms of this Agreement and any written Supplemental Task Authorization or CHANGE ORDER duly approved by the County shall take precedence.

ARTICLE 23.0 – SEVERABILITY

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

ARTICLE 24.00 – VENUE

Venue for any administrative or legal action arising under this Agreement shall be in Lee County, Florida.

ARTICLE 25.00 – NO THIRD-PARTY BENEFICIARIES

Both parties explicitly agree, and this Agreement states that no third-party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 26.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:
CLERK OF COURT,
Linda Doggett

COUNTY:
LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: Melissa Butler
Deputy Clerk

BY: Ben Ham, Chair
DATE: 2/24/2020



Approved as to Form for the Reliance
of Lee County Only

BY: [Signature]
Lee County Attorney's Office

ATTEST:

PROVIDER:
CHANGE HEALTHCARE TECHNOLOGY
ENABLED SERVICES, LLC

Melissa Cataldo
(Witness)

BY: Christine Rice

Cheryl D Ruggles
(Witness)

Christine Rice SVP CFO TES
(Printed Name & Title)

DATE: 1/17/20

CORPORATE SEAL

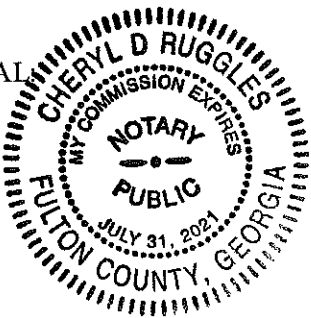


EXHIBIT A

SCOPE OF SERVICES

for

Ground Medical Transport Billing Services

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The PROVIDER shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

PROVIDER shall have managerial responsibilities over all business support services as they relate to the billing of EMS services provided by COUNTY, subject to COUNTY's ultimate control. In order for PROVIDER to provide the necessary business support services on behalf of COUNTY, the following operating policies shall be used with respect to COUNTY's emergency medical services:

SCOPE OF SERVICES

I. PROVIDER Reimbursement Management Services:

- (a) Enter demographic information and coding information onto the PROVIDER Computer System.
- (b) Handle all accounts in accordance with standard accounting principles and all applicable laws.
- (c) Bill managed care accounts in accordance with the terms of COUNTY's executed contracts. If no contract exists, bill such accounts in accordance with the rules of the state in which care was provided or, if no state rules apply, in accordance with PROVIDER's normal business procedures.
- (d) Provide electronic transfer of demographic data from COUNTY.
- (e) Code each patient chart, on the basis of the information provided by COUNTY, including ICD-9. Review level of service provided by the COUNTY and convert to a HCPCS code
- (f) Provide electronic filing with Medicare, Medicaid, Blue Shield, and other third-party payers, where applicable.

- (g) Provide electronic filing with all major insurance carriers through the PROVIDER Exchange or other claims clearinghouse, where applicable, in accordance with the established Billing Manual.
- (h) Provide electronic remittance from Medicare and all other carriers, where applicable.
- (i) Mail Patient Statements/Notices/third-party pre-collection letters (if applicable), as required in the Billing Manual.
- (j) Provide a toll-free "800" phone number on the patient invoice/notice to answer phone inquiries concerning patient account information.
- (k) Respond to inquiries received by mail, including but not limited to email, from patients and third-party payers.
- (l) Receive all payment and reimbursement notices from COUNTY's bank lockbox and post payments to the appropriate patient account in a timely manner.
- (m) Provide customized statements in COUNTY's name.
- (n) File primary, secondary, and tertiary insurance for patients and resubmit rejections and no action accounts in accordance with the established Billing Manual.
- (o) Back-up data off Computer System every night and store back-up off-site.
- (p) Adapt to all government and third-party payer policy changes.
- (q) Provide monthly management reporting to include:
 - total Credits for the month
 - charge and payment analysis total and by pay class
 - location productivity profile and summary
 - aging payment report
 - general accounts receivable summary
 - Ad-hoc reports, containing information applicable to COUNTY's practice only (such ad-hoc reports may be subject to an additional fee).
- (r) Follow up on delinquent insurance accounts in accordance with Billing Manual.
- (s) Maintain Computer System with Computer System generated operational reports.
- (t) If COUNTY requests PROVIDER to forward its unpaid billings to a collection agency, PROVIDER will transmit the information required by the collection agency chosen by COUNTY either by hard copy or electronically, in a mutually acceptable format, as requested by such collection agency, pursuant to instructions provided to PROVIDER by COUNTY.
- (u) Notify COUNTY in writing of the monthly refund amount owed by COUNTY for the previous month.
- (v) Send to each customer a personalized survey, separate from any invoices or other mailings, within 30 days of the initial billing for services. The content, design, and timing of the survey must be approved by the COUNTY.
- (w) Develop, with assistance and input from the COUNTY, a Billing Manual specifying the protocols, procedures, and manner in which accounts will be billed and handled under this Agreement. Any changes to the established Billing Manual must be approved in writing by the COUNTY at least 30 days prior to the proposed implementation date or as otherwise specifically directed by COUNTY.
- (x) PROVIDER agrees to follow all requirements, procedures, and protocols established in the Billing Manual referenced in article I(w) and this Agreement.

II. COUNTY Responsibilities:

- (a) Work with PROVIDER to develop efficient processes that minimize disruption of COUNTY's business;
- (b) On a timely basis and in a mutually acceptable format, provide the information necessary for PROVIDER to perform the Services in an efficient manner. When possible, such information should include:
 - (1) patient's name, sex, date of birth
 - (2) responsible party's name, address, telephone number, employer
 - (3) insured's name (if different from patient), sex, date of birth, address, relationship to patient, insured's employer (if group policy), insured's employer's address
 - (4) name of insurance company, address, policy certificate number, group policy number
 - (5) all applicable charge documents, to include level of service provided (bls, als1, als2, sct, etc), and the EMS transport mileage.
 - (6) copy of release of information and insurance assignment of benefits, upon request by PROVIDER
 - (7) HMO/PPO authorization numbers approvals (if applicable)
 - (8) date of service, chief complaint, medical history and exam, treatment, primary impression, and narrative, medications given.
- (c) Furnish or cause to be transmitted to PROVIDER, no less than every other business day and within three business days of service, the EMS patient care report for each patient for whom PROVIDER provides the Services.
- (d) Work with PROVIDER to establish electronic transmission of patients' demographic and financial information.
- (d) Provide access, as identified in the Billing Manual, to one (1) or more members of COUNTY's staff to answer questions regarding claims.
- (e) Notify PROVIDER of patients who qualify for free or reduced charge services due to financial hardship once this decision has been made by Lee County Human Services Department.
- (f) Send copies of workers' compensation notification of compensable injury forms.
- (g) Provider will use the County's fee schedule, attached as Exhibit F to this Scope of Services. Provider will enter this fee schedule into its system, and will, upon written notice from the County, make necessary updates to the fee schedule in Provider's system upon notice of changes from the County.
- (h) Provide PROVIDER with copies of contracted agreements with managed care plans, including the negotiated fee schedules (if applicable). PROVIDER will use and enter these fee schedules, as applicable in PROVIDER's system, and update the schedules, as necessary, upon written notice from COUNTY.
- (i) If COUNTY requests PROVIDER to forward its unpaid billings (as stated in the Billing Manual) to a collection agency, COUNTY shall: (1) provide PROVIDER with written notice of the name and address of the collection agency chosen by COUNTY (any contract for the provision of collection services for COUNTY's unpaid billings shall be between COUNTY and the collection agency chosen by

COUNTY); (2) provide PROVIDER with written instructions on which unpaid billings shall be forwarded to such collection agency; and (3) if applicable, provide PROVIDER with written authorization to execute documents presented to PROVIDER and considered necessary for the collection of COUNTY's unpaid billings by such collection agency on COUNTY's behalf in accordance with the written instructions of COUNTY. COUNTY acknowledges and agrees that COUNTY is solely responsible for the unpaid billings placed with such collection agency and further agrees to hold PROVIDER harmless from and against any fines or penalties incurred as a result of the placement of such unpaid billings with such collection agency.

- (j) Process refund payments due from COUNTY to individual patients and/or carriers within thirty (30) days of COUNTY's receipt of written notification of such refunds from PROVIDER.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the PROVIDER shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B-1" entitled "COMPENSATION AND METHOD OF PAYMENT".

III. PROVIDER's Business Performance Insight Services

A. Basic User Access

- (a) Provide 24 hour access, less scheduled or unscheduled downtime for maintenance or repair, from any Internet access point to the COUNTY reporting portal.
- (b) Provide access to all current and future standard level reports generated by PROVIDER.
- (c) Provide ability to review reports as HTML and PDF documents.
- (d) Provide the ability to save report documents as PDF, Excel or CSV file formatted documents.
- (e) Provide access to the Dashboard folder and associated current and future Dashboard based deliverables.

B. Intermediate User Access

- (a) Includes all activities defined in the Basic User Access.
- (b) Provide access to all current and future public reports generated by PROVIDER.
- (c) Provide online analysis functionality that allows COUNTY the ability to drill down, filter and group data as well as apply simple updates such as adding/removing fields, re-sorting, calculations, etc.
- (d) Provide a personal reporting mail box that enables COUNTY to send/receive reports to/from other users within COUNTY group.

- (e) Provide ability to save in a personal folder a copy of an altered report for future data refresh or editing.
- (f) Provide the ability to schedule saved reports as needed.

C. Advanced User Access

- (a) Includes all activities as defined in the Basic and Intermediate User Access.
- (b) Provide ability to create, edit and save document structures and formats.
- (c) Provide ability to manipulate report query, prompts, filters and scope of analysis.
- (d) Provide ability to modify/create formulas and report variables.
- (e) Provide access to PROVIDER's complete ad-hoc reporting development framework.
- (f) Provide the ability to customize reporting queries.
- (g) Provide the ability to set personal user reporting preferences.
- (h) Upon COUNTY request, provide a COUNTY named folder to be utilized by COUNTY appointed Advanced Users to store reports for COUNTY use.

D. Support Services

PROVIDER will provide telephone and e-mail support to answer questions and address issues related to the Business Performance Insight Services at no cost to COUNTY. 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

PROVIDER will provide COUNTY with one (1) (2)-hour webinar for Basic Users on the Business Performance Insight Services at no cost to COUNTY. Recommended training for Intermediate Users is either a two (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 two (2)-day on-site Advanced training session or attendance of a public Advanced training session. PROVIDER can provide COUNTY training classes for a specific COUNTY environment or as specifically requested by COUNTY at the fees set forth on Exhibit B-1.

F. eLearning Training For Intermediate User Access

If requested by COUNTY's "Project Manager," PROVIDER will provide a one (1) year subscription for Intermediate Users at the fees set forth herein ("eLearning Training") on attached Exhibit B-1.

G. Mobile Electronic Authorized User Access

If requested by COUNTY's "Project Manager," PROVIDER will provide COUNTY 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 PROVIDER at the fees set forth herein ("Mobile Electronic User Access") in attached Exhibit B-1.

H. Consulting Services

If requested by COUNTY's "Project Manager," PROVIDER's staff of resources can design, build, and generate customized COUNTY specific Business Performance Insight Services deliverables, including but not limited to customized reports, graphs and dashboards at the fees set forth on Exhibit B-1 ("Consulting Services").

IV. COUNTY's Business Performance Insight Services Responsibilities:

- (a) Establish COUNTY's broadband access to the Internet for use of the Business Performance Insight Services.
- (b) Allow access to such Business Performance Insight Services only to users authorized by COUNTY to access and use such Business Performance Insight Services ("Authorized User").
- (c) Provide a competent member of COUNTY's staff ("Project Manager") to be trained by PROVIDER on use of the Business Performance Insight Services to serve as a liaison to PROVIDER on Business Performance Insight Services matters. [Project Manager will be identified in the Billing Manual.]
- (d) After PROVIDER has provided training to the COUNTY's Project Manager, COUNTY agrees to train only other Authorized Users on use of the Business Performance Insight Services.
- (e) COUNTY's Project Manager may change Authorized Users' level of use or add or subtract Authorized Users on no less than 15 days' prior written notice to PROVIDER (e-mail requests are acceptable). COUNTY will pay PROVIDER the applicable pro-rated Authorized User fee for any Authorized User added or subtracted during any month in accordance with Exhibit B-1.
- (f) COUNTY acknowledges and agrees that it shall not: (i) transmit or share identification or password codes to persons other than the Authorized Users for whom such codes were generated; (ii) permit Authorized Users to share identification or password codes with others; (iii) permit the identification 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 or password code being made available to multiple users on a network; or, (v) attempt or permit any person without valid identification or password codes to attempt to access the Business Performance Insight Services.
- (g) COUNTY acknowledges (i) that certain services or obligations of PROVIDER hereunder may be dependent on COUNTY providing access to certain data, information, or assistance to PROVIDER from time to time (collectively, "Cooperation"); and (ii) that such Cooperation may be essential to the performance

of services by PROVIDER. The parties agree that any delay or failure by PROVIDER to provide Services hereunder which is caused by COUNTY's failure to provide timely Cooperation reasonably requested by PROVIDER shall not be deemed to be a breach of PROVIDER's performance obligations under this Agreement.

- (h) COUNTY acknowledges that (i) the Business Performance Insight Services embodies valuable and proprietary trade secrets of PROVIDER; (ii) the identification and password codes issued by PROVIDER hereunder constitute valuable confidential information, which is proprietary to PROVIDER; (iii) the Business Performance Insight Services product may be utilized by COUNTY only to facilitate its use of the Services hereunder in accordance with the terms of this Agreement; (iv) any reports, report formats, documents, ideas or other discoveries made or developed by COUNTY during its use of the Business Performance Insight Services may be utilized by COUNTY only to facilitate its use of the Services hereunder in accordance with the terms of this Agreement 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 PROVIDER; and, (v) COUNTY 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. COUNTY 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 COUNTY uses for its similar confidential materials, but in no event less than reasonable care.
- (i) COUNTY 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) COUNTY acknowledges and agrees that it shall (1) immediately notify PROVIDER of any Authorized User COUNTY no longer wishes to have access to the Software; and, (2) indemnify and hold PROVIDER harmless from and against any losses (including fines or penalties and interest) incurred by PROVIDER as a result of COUNTY's failure to so notify PROVIDER.
- (k) COUNTY agrees not to allow third-party access to the Business Performance Insight Services Forms without the written permission of PROVIDER. If COUNTY allows a third-party access to the Business Performance Insight Services or makes such third-party an Authorized User of the Business Performance Insight Services without PROVIDER's written permission, COUNTY shall: (i) cause such third-party to agree to adhere to and abide by the applicable confidentiality and Authorized User obligations in this Section as well as the confidentiality obligations set forth in Article 3 of the Agreement; and, (ii) indemnify and hold harmless PROVIDER and any affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any such third-party's use of the Business Performance Insight Services.

EXHIBIT B-1

COMPENSATION AND METHOD OF PAYMENT

For

Ground Medical Transport Billing Services

Section 1. BASIC SERVICES/TASK(S)

1. The COUNTY shall compensate the PROVIDER for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

- (i) An amount equal to 3.25% of the net revenue made by or through PROVIDER on COUNTY's accounts receivable, except for COUNTY's Florida Medicaid and Medicaid Managed Care accounts receivable, during the previous month; and
- (ii) An amount equal to \$8.50 per Medicaid account, regardless of the amount of the charges associated with any such account and the amount of reimbursement, if any, to COUNTY with respect to those of COUNTY's charges for which reimbursement from the Florida Medicaid program or any third-party administrator for the Florida Medicaid program is sought by PROVIDER on COUNTY's behalf; and

For the purposes of this Agreement, net revenue shall mean cash receipts arising from the provision of patient services and related activities less refunds.

- (iii) For the Web Based Reporting Product:
 - (a) PROVIDER will provide up to eight (8) Authorized Users at no cost to COUNTY; such Authorized Users may be in any combination of Basic, Intermediate, and/or Advanced. Additional Authorized Users may obtain Basic or Intermediate User Access at no cost to COUNTY and Advanced Authorized User access at an amount equal to two hundred fifty dollars (\$250.00) per Authorized User per month. If COUNTY fails to use licenses for any of the aforementioned Authorized Users for a period of 120 days, PROVIDER will have the right to cancel the license for such Authorized User(s) immediately upon written notice to COUNTY. However, County may request reinstatement of any such canceled licenses, without additional cost, at any time during the Term of this Agreement by written request to PROVIDER; and
 - (b) For Training Services: Initial training of the eight (8) Authorized Users to the Intermediate level described above in (a) shall be provided at no cost to

COUNTY and on-site at a location of the COUNTY's choosing. Thereafter, if requested by COUNTY's Project Manager, for private classes at a PROVIDER facility or at COUNTY's site, an amount equal to one thousand two hundred fifty dollars (\$1,250.00) per day for each day spent by a PROVIDER employee or agent in the provision of such Training Services for COUNTY's Authorized Users, or five hundred dollars (\$500.00) per day per Authorized User for public classes at a PROVIDER facility; and

- (c) For Consulting Services: if requested by COUNTY's Project Manager, an amount equal to one hundred fifty dollars (\$150.00) per hour for each hour spent by a 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 Service Form*; and
- (d) For eLearning Training for Intermediate User Access: Initial training of the eight (8) Authorized Users shall be provided at no cost to COUNTY. Thereafter, if requested by COUNTY's Project Manager, PROVIDER will provide a one (1) year subscription at an amount equal to two hundred fifty dollars (\$250.00) per year per Authorized User. If COUNTY has signed up for Live Intermediate Training (either on-site or off-site), eLearning Training will be provided at no cost to COUNTY; and
- (e) Initial training for Mobile Electronic Access shall be provided to up to eight (8) Authorized Users at no cost to COUNTY. Thereafter, an amount equal to the out-of-pocket travel and travel related expenses, at the prices indicated on attached Exhibit B-2 incurred by PROVIDER employees and/or agents involved in additional Training Services or Consulting Services requested by COUNTY during the previous month. PROVIDER will send an detailed invoices to COUNTY with respect to these charges in order to obtain reimbursement from COUNTY; and
- (f) PROVIDER and the COUNTY's Project Manager will mutually agree upon the number of Authorized Users, and Training if applicable, and the COUNTY's Project Manager will complete the *Business Performance Insight Services Service Form*. The COUNTY's Project Manager and PROVIDER will mutually agree upon a revised *Business Performance Insight Services Service Form* any time the COUNTY's Project Manager requests a change in COUNTY's use of the Business Performance Insight Services; and
- (g) Mobile Electronic Authorized User Access: If COUNTY has chosen any of the eight (8) free Authorized Users mentioned above to be Mobile Electronic Authorized Users, after those Authorized Users, or for any Mobile Electronic Authorized Users if no free ones are chosen, if requested by COUNTY's Project Manager, PROVIDER will provide COUNTY an Authorized User to access Business Performance Insight Services by means of an I-Pad or other

mobile electronic device at a fee of four hundred fifty dollars (\$450.00) per Authorized User per year; and

Disputed Amounts or Invoices. COUNTY agrees to notify PROVIDER of any disagreement with respect to PROVIDER's billing within 30 days of receiving the PROVIDER's monthly invoice. If COUNTY and PROVIDER are unable to resolve the dispute before the date the service fees are due to PROVIDER, COUNTY shall forward to PROVIDER the undisputed amount and the disputed amount shall be placed by COUNTY into an escrow account until the dispute is resolved. If the parties are unable to resolve the dispute within 60 days from the date the service fees are due to PROVIDER, PROVIDER may suspend its obligations hereunder upon 30 days written notice to COUNTY.

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the PROVIDER for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the PROVIDER for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY will be mutually agreed upon by the parties through the standard County Change Order process.

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Exhibit B-1, Section 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in attached Exhibit B-2 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

EXHIBIT B-2
NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for
Ground Medical Transport Billing Services

Change Healthcare Technology Enabled Services, LLC

(A separate Attachment No. 2 should be included for each PROVIDER)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.565/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast Lunch Dinner In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	\$ 9.00 \$13.00 \$24.00
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the COUNTY, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

EXHIBIT C

PROVIDER'S ASSOCIATED SUB-PROVIDER(S) AND SUBCONTRACTOR(S)

For

Ground Medical Transport Billing Services

PROVIDER has identified the following Sub-PROVIDER(s) and/or SubContractor(s) which may be engaged to assist the PROVIDER in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-PROVIDER Services are Exempted from Prime PROVIDER's Insurance Coverage	
		Yes	No	Type	Yes	No

EXHIBIT D

PROJECT GUIDELINES AND CRITERIA

For

Ground Medical Transport Billing Services

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the PROVIDER in performing the professional services and work to be provided pursuant to this Agreement:

SEE EXHIBIT A

EXHIBIT E

AMENDMENT TO ARTICLES

For: Ground Medical Transport Billing Services

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

Changes to this Agreement have been made by mutual agreement of the parties and are contained in the body of the Agreement and exhibits. Strike through and underline references have been eliminated for ease of review and understanding.

EXHIBIT F

COUNTY FEE SCHEDULE

AMBULANCE SERVICE TRANSPORT FEES

1) Basic Life Support (BLS-Non Emergency)	\$650.00
2) Basic Life Support (BLS-Emergency)	\$650.00
3) Advanced Life Support (ALS 1-Non Emergency)	\$875.00
4) Advanced Life Support (ALS 1-Emergency)	\$875.00
5) Advanced Life Support (ALS 2)	\$875.00
6) Critical Care Team (Ground) (CCT)	\$950.00

MILEAGE FEES

Ambulance Transport Mileage Charge (Non Rural)	\$12.00 per mile
Ambulance Transport Mileage Charge (Rural)	\$12.00 per mile

TREAT NON TRANSPORT FEES

Special Medical Fee (Paramedic Treatment/Non Transport)	\$150.00
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INTERFACILITY GROUND AMBULANCE

Basic Life Support (LLS)	\$650.00
Advanced Life Support (ALS)	\$875.00