

## Memorandum

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To: City of Lauderdale EMS

From: Melissa Cataldo, Contract Administrator

Date: September 27, 2017

Subject: Master Services Agreement

Welcome to PST Services LLC, a McKesson company. Thank you for selecting our company for your business services needs. Attached please find a fully executed copy of your *Master Services Agreement*, for your records.

If you have any questions, please feel free to contact Mauricio Chavez at [Mauricio.Chavez@McKesson.com](mailto:Mauricio.Chavez@McKesson.com).

Thank you for the confidence you have placed in PST Services LLC, a McKesson company. We value your patronage and look forward to a long and mutually rewarding relationship.

Sincerely,



Melissa Cataldo  
Business Performance Services  
Contract Operations

cc: Christopher Robertson  
Jimmy Stuart  
Julie Tetzloff  
Maria Martin  
Benjamin Donovan  
Mauricio Chavez

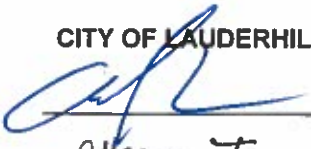
## MASTER SERVICES AGREEMENT


This MASTER SERVICES AGREEMENT (this "MA") is effective the latest date in the signature block below (the "Effective Date") between PST Services LLC ("Service Provider") and City of Lauderhill EMS ("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.

| Service Schedule                                  |                    |
|---|--------------------|
| Emergency Medical Services Squad                  | Service Schedule 1 |
| Supplemental Payment Recovery Assistance Services | Service Schedule 2 |
| McKesson Practice Focus Web Based Reporting       | Service Schedule 3 |

This MA is executed by an authorized representative of each party.

**CITY OF LAUDERHILL EMS**  
By:   
Printed Name: Charles Farnsworth  
Title: CITY Manager  
Date: Sept. 5, 2017  
Tax ID: \_\_\_\_\_

**PST SERVICES LLC**  
By:  (by PMS)  
Printed Name: Joseph Ashkooti  
Title: Assistant Secretary  
Date: 9.27.17

Client:  
City Clerk's Office, Room 421,  
5581 West Oakland Park Blvd  
Lauderhill, Florida 33313  
Attention:

Service Provider:  
5995 Windward Parkway  
Alpharetta, Georgia 30005  
Attention: President

With a copy to the General Counsel at the same address

yes  
no

☐  
☒

invoices sent to above address

**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. Responsibilities.**

- 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. Operating Procedures.**

- 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. Lockbox. 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. The City reserves the right to change payment methods or to change merchant or lock box provider(s) during the term of this MA.
- 3.2. Invoicing Terms. 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. Late Payments. 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. Suspension of the Services. 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. Fee Change. 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 Agreement 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. Confidentiality and Proprietary Rights**

- 4.1.1. Use and Disclosure of Confidential Information. 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.
- (c) Access to Software. If Service Provider grants Client or its employees or agents "read-only" or "direct access" to the Billing System or other software provided by Service Provider by any means, Client agrees to the End User Terms and Conditions set forth in Exhibit D to this MA.

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 or 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 nine (9) 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/expiry, 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) Default Selection. 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. Survival of Provisions. 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 and Proprietary Rights), 4.3 (Limitation of Liability), 4.6.3 (Books and Records), and 4.10 – 4.26 (Governing Law – Entire Agreement).

4.3. Limitation of Liability.

4.3.1 Total Damages.

4.3.1.1 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.

4.3.1.2 With the exception of Client's obligation to pay Fees for Services provided hereunder, Client'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.

4.3.2 Exclusion of Damages.

4.3.2.1 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.

- 4.3.2.2 IN NO EVENT WILL CLIENT BE LIABLE TO SERVICE PROVIDER 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 CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- 4.3.3 Material Consideration. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS ARE A MATERIAL CONDITION FOR THEIR ENTRY INTO THIS MA.
- 4.4 Internet Disclaimer. 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 Civil Monetary Fine or Penalty. 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)(1)(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.

- 4.7.1.1 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.

- 4.7.1.2 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.

4.7.2.1 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.

- 4.7.2.2 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 Florida, exclusive of its rules governing choice of law and conflict of laws and any version of the Uniform Commercial Code.
- 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 Publicity. 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 Construction of this MA. 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 Conflict Between MA and Schedules. 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 Section Headings. The Section headings used herein are for convenience only and shall not be used in the interpretation of this MA.
- 4.25 Authority. 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 Entire Agreement. 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.
- 4.27 Access to Public Records. If, under this MA, Service Provider is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, Service Provider shall:

- 4.27.1 Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- 4.27.2 Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 4.27.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 4.27.4 Meet all requirements for retaining public records and transfer, at no costs, to the public agency all public records in possession of Service Provider upon termination of the MA 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 the public agency in a format that is compatible with the information technology systems of the public agency.

**4.28 Protection of Trade Secrets or other Confidential Information.**

- 4.28.1 If Service Provider considers any portion of materials made or received in the course of performing the MA ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, Service Provider must clearly designate that portion of the materials as "confidential" when submitted to the Client.
- 4.28.2 If the Client receives a public records request for contract-related materials designated by Service Provider as "confidential," the Client will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related material designated as "confidential," the Client will notify Service Provider. Service Provider will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."
- 4.28.3 If the Client is served with a request for discovery of contract-related materials designated "confidential," the Client will promptly notify Service Provider about the request. Service Provider will be responsible for filing the appropriate motion or objections in response to the request for discovery. The Client will provide materials designated "confidential" only if Service Provider fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.
- 4.28.4 Service Provider shall protect, defend, and indemnify the Client for claims, costs, fines and attorney's fees arising from or related to its designation of contract-related materials as "confidential."

- 4.29 Retention of Records.** MA shall retain sufficient documentation to substantiate claims for payment under the MA, and all other records made in relation to the MA for five (5) years after expiration or termination of the MA.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MA, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-730-3011. [clerk@lauderdale-fl.gov](mailto:clerk@lauderdale-fl.gov). 5581 W. OAKLAND PARK BLVD. LAUDERHILL, FL 33313.

**CONFIDENTIAL AND PROPRIETARY**

Client: City of Lauderdale EMS  
Contract Number: RMS155980

**EXHIBIT A  
BUSINESS ASSOCIATE ADDENDUM ("Addendum")**

**SECTION 1: DEFINITIONS**

**"Business Associate"** will mean PST Services LLC and generally, shall have the same meaning as the term, "business associate" under 45 C.F.R. 160.103.

**"Capitalized Terms"** Capitalized terms used in this Addendum 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 Addendum by reference.

**"Covered Entity"** will mean City of Lauderhill EMS and generally shall have the same meaning as the term, "covered entity" under 45 C.F.R. 160.103.

**"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 Customer.

**"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 service agreement to which this Addendum is attached including all Order Forms and Sales Orders entered into as a part of or pursuant to such agreement, all as amended.

**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 Addendum, 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 Addendum, 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 Addendum, 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 Addendum), and that the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

**2.4 Data Aggregation.** Except as otherwise limited in this Addendum, 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 Addendum. Except as expressly provided in the Underlying Agreement or this Addendum, 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 Addendum, 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 Addendum 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 agrees to 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 Addendum, 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 Addendum.

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

4.1 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 Addendum 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 Addendum, such Party may terminate this Addendum 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 Addendum 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 0, upon termination of the Underlying Agreement or this Addendum 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 Addendum, Business Associate will: (a) extend the protections of this Addendum 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 0 of this Addendum will survive the termination of this Addendum and the Underlying Agreement.

#### SECTION 6: COOPERATION IN INVESTIGATIONS

6.1 The Parties acknowledge that certain breaches or violations of this Addendum 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

7.1 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

8.1 This Addendum 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 Addendum, then the Parties agree to



**CONFIDENTIAL AND PROPRIETARY**

Client: City of Lauderdale EMS  
Contract Number: RMS155980

negotiate in good faith appropriate non-financial terms or amendments to this Addendum to give effect to such revised obligations.

EXHIBIT B  
CONFIDENTIALITY AGREEMENT

Service Provider and City of Lauderhill EMS ("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.

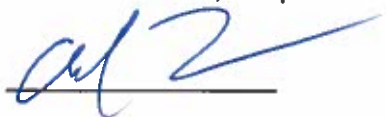
C. Recipient further agrees that during Recipient's engagement by Client and for a period of one (1) year following any termination of Recipient's engagement for whatever reason, Recipient will not, directly or indirectly, on Recipient's own behalf or in the service of, or on behalf of any other individual 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:

  
Charles Fraum, City Manager

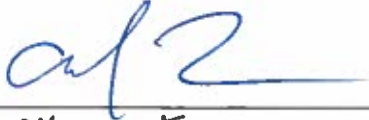
CLIENT:

City of Lauderhill EMS

CONFIDENTIAL AND PROPRIETARY

Client: City of Lauderdale EMS  
Contract Number: RMS155980

By:



Printed Name:

CHARLES FARINA

Title:

CITY MANAGER

Date:

SEPT. 5, 2017

By:

Printed Name:

Title:

Date:

### 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                | <p>Patient information will be provided via a write-protected CD.</p> <p>Detailed specifications will be provided to Client or Client's designated agent.</p>   |
| Technical and Operational contacts | <p>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.</p>   |
| Test CD                            | <p>A test CD will be provided containing 100 patient accounts and their associated transaction activity.</p>  |
| Final CD                           | <p>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.</p>  |
| Utility File Codes                 | <p>Listings will be provided to Client or its designee for the following files:</p> <ul style="list-style-type: none"> <li>Change codes, description and HCPCS</li> <li>Referring physician code, name and NPI (if available)</li> <li>Performing physician, code and name</li> <li>Location of service, code and description</li> <li>Transaction codes and description</li> </ul> |

**EXHIBIT D  
END USER TERMS AND CONDITIONS**

I. Client acknowledges and agrees that all Services, computer software, programs, specifications and designs, documentation, manuals, methodologies, processes, and other materials, information, and the content of the foregoing accessed by Client that is provided by or on behalf of Service Provider or its licensors, and any copies thereof, (the "PST Proprietary and Confidential Information") are the proprietary, confidential and trade secret information of Service Provider, or its licensors, and shall remain so; and that such PST Proprietary and Confidential Information may be utilized by Client only to facilitate its use of the Services in accordance with the terms of this Exhibit and the MA. Client agrees, and will cause its employees, agents and representatives to agree, that it/they (i) shall not copy, modify, change, disassemble, or reverse engineer any PST Proprietary and Confidential Information, and (ii) shall not disclose PST Proprietary and Confidential Information, except as legally required. Data from transactions received or created by Service Provider may be utilized by Service Provider for data aggregation and/or statistical compilations or reports, research, and for other purposes (the "Uses") so long as such Uses are in compliance with all applicable laws and patient identifying information is de-identified consistent with the HIPAA Privacy Rule, and such Uses shall be the sole and exclusive property of Service Provider. The parties agree not to disclose the terms of this Exhibit, either party's business practices or other trade secrets or confidential and trade secret information of the other party or its licensors, except as legally required.

II. Client agrees, and shall cause its employees, agents and representatives to agree, that it/they shall not: (a) transmit or share identification and/or password codes to persons other than the Authorized Users for whom such codes were generated; (b) permit Authorized Users to share identification and/or password codes with others; (c) permit the identification and/or password codes from being cached in proxy servers and accessed by individuals who are not Authorized Users; (d) permit access to the Software through a single identification and/or password code being made available to multiple users on a network; or (e) attempt or permit any person without valid identification and/or password codes to attempt to access the Software. Client agrees that (w) the Software embodies valuable and proprietary trade secrets of Service Provider and/or its licensors, (x) the identification and password codes issued by Service Provider hereunder constitute valuable confidential information, which is proprietary to Service Provider, (y) any reports, report formats, documents, ideas or other discoveries made or developed by Client during its use of the Software may be utilized by Client only at the Client facility where it is installed, only to facilitate its use of the Services hereunder in accordance with the terms of this Exhibit and the MA, only in accordance with user instructions and specifications provided by Service Provider and shall not be given or sold to or used on behalf of any third-party, and any reports, report formats, documents, ideas or other discoveries shall remain the sole and exclusive property of Service Provider, and (z) 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 Software.

III. The Software shall be in machine-readable object code and may only be utilized at the Client facility where it is installed, solely for Client transactions for which Service Provider is to perform the Services, and only in accordance with user instructions and specifications provided by Service Provider. Client shall obtain and maintain, at no cost or expense to Service Provider, the software/hardware required by Client to access the Software and acknowledges that Service Provider recommends no specific manufacturer and/or software that complies with its specifications. As between Service Provider and Client, all such Software is acknowledged to be subject to Section V of this Exhibit and the MA. SERVICE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

IV. Client users shall access the Software through a combination of user names and passwords as necessary to provide appropriate security. Client shall be solely responsible for assigning user names and passwords to its users and for strictly maintaining the confidentiality of such user names and passwords. Client shall ensure that all of its users comply with all of the terms and conditions of this Exhibit and the MA. Client shall not permit any person or entity, other than its designated users, to use or gain access to the Services and shall provide reasonable safeguards to protect against unauthorized usage of or access to the Services.

V. Client shall not use the Software in any manner, or in connection with any Client specific materials that (i) infringes upon or violates any intellectual property right of any third-party, (ii) constitutes a defamation, libel, invasion of privacy, or violation of any right of publicity or other third-party right or is threatening, harassing or malicious, or (iii) violates any applicable international, federal, state or local law, rule, legislation, regulation or ordinance, including without limitation, the Communications Decency Act of 1996, as amended, and will not initiate or otherwise pursue development efforts that attempt to duplicate or re-create any functionality, processes or business model concepts included in the Software.

VI. Service Provider reserves the right to substitute alternative products providing equivalent core functionality to the Software.

VII. Upon Client's ceasing use of the Software, the termination of this Exhibit and the MA, or Service Provider's written request, Client shall cease using all Service Provider provided Software and related materials and promptly return same to Service Provider at Client's expense. Client shall certify to Service Provider in writing that all copies (in any form or media) of the materials received, whether or not modified or incorporated into other materials, have been destroyed or returned to Service Provider. Termination of this Exhibit and the MA or any license shall not relieve Client's obligation to pay all fees incurred prior to such termination and shall not limit either party from pursuing any other remedies available to it.

VIII. Each party agrees that the other party and/or its licensors do not have an adequate remedy at law to protect their respective rights under this Exhibit and will have the right to seek injunctive relief from any violation or threatened violation of this Exhibit with respect to their respective rights

**SERVICE SCHEDULE 1  
SCOPE OF SERVICES – EMERGENCY MEDICAL SERVICES SQUAD**

The MA and this Service Schedule apply to all 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 1 Term") beginning August 1, 2017 (the "Schedule 1 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. Scope. Service Provider will provide practice management services as specified below based on information provided by Client for professional ambulance services rendered by Client in accordance with the terms of the MA and this Service Schedule.
- 2.2. 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 Services described herein is dependent upon Client's performance of its responsibilities as set forth in this Service Schedule.
  - 2.2.1. Service Provider Responsibilities. Service Provider shall have managerial responsibilities over all business support services as they relate to the billing of EMS provided by Client, subject to Client's ultimate control. In order for Service Provider to provide the necessary business support services on behalf of Client, the following operating policies shall be used with respect to Client's Emergency Medical Services ("EMS") Squad:
    - (a) Billing Responsibilities. Service Provider shall be responsible for billing for all EMS provided by Client. Service Provider shall be responsible for implementing and providing the on-going support needed to support the billing and collection activities required by Client. Service Provider shall provide those billing and collection services that are customarily necessary for an EMS Squad, including but not limited, to the following items:
      - (i) Process all demographic and charge information entered into the billing system based on the information provided by Client, including the schedule of EMS fees;
      - (ii) Process all required insurance forms whether submitted electronically or on hard copy. Insurance claims shall 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 EMS services provided by the Client;
      - (iv) Print and mail patient statements for accounts with patient balances greater than \$5.00. Mail up to three statements 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 shall 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, or referring physician for an adjustment to a patient's bill, and coordinate findings with Client;
  - (ix) Follow coding and billing standards as established by organizations recognized as experts in coding and billing including, but not limited to, the American Medical Association (AMA);
  - (x) Recommend and assist Client in establishing fees for new services;
  - (xi) Provide perpetual updates to HCPCS coding and descriptions, and maintain current database of ICD codes and edits; and
  - (xii) 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) Collection Responsibilities. In undertaking these responsibilities, Service Provider shall:
- (i) Answer all patient and third-party payer inquiries. In some cases, additional data will be requested from Client. Responses to all patient inquiries shall be made within 24 hours 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 shall 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 shall 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 shall 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 shall 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 the client, Service Provider will write-off the identified accounts as bad debts and will cease collection efforts associated with those accounts.
- (c) Credentialing Responsibilities with Third-Party Payers. Service Provider shall be responsible for:
  - (i) Completing all necessary paperwork and submitting applications to establish provider numbers. Service Provider has no control and cannot be held responsible for the individual timeframes or actual acceptance by payers. Service Provider will assist in follow-up activities to gain approval; and
  - (ii) Providing necessary credentialing information to new payers or updates to existing payers.
- (d) Reporting Responsibilities. Service Provider shall be responsible for making periodic reports to Client on the current status of all active patient accounts. In undertaking these responsibilities, Service Provider shall:
  - (i) Produce monthly activity and summary reports as follows:
    1. Fire/EMS Executive Summary - of the EMS 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 of the EMS 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) Implementation. Service Provider shall be responsible for implementing the billing and collection services on behalf of Client. In undertaking such implementation, Service Provider shall:
  - (i) Assign an account manager to Client who shall be responsible for the following:
    3. Act as primary contact with the personnel of Client;
    4. Serve as the liaison with the Service Provider employees assigned to perform services for Client;
    5. Communicate regularly with the key management of Client to review all activities with respect to the billing and collection services;
    6. Work closely with Client to ensure a smooth transition and implementation;

## 7. Review all participating insurance agreements; and

- (ii) Review both its procedures and the procedures of Client and recommend and implement approved changes for improvements of collections; and
- (iii) Maintain knowledge about prevalent government and third-party payer regulations and guidelines to assist Client in conformance with such regulations.

2.2.2. Client Responsibilities. In order for Service Provider to undertake the billing and collection services, Client will:

- (a) Subject to the terms of the Agreement, appoint Service Provider as its lawful attorney-in-fact for the sole purpose of billing and collecting, in the name of Client and on Client's behalf, from patients, insurance companies, Medicare, Medicaid and all other third-party payers, all charges resulting from the provision of equipment, devices and supplies provided to patients and for all services rendered to patients, including, but not limited to, technical and ancillary services and all professional medical service or EMS provided by Client.
- (b) 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. Service Provider shall rely on the truth and accuracy of such information and shall not in any event be required to verify medical treatment information submitted to Service Provider by the Client. Furthermore, Client shall 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;
- (c) Assist Service Provider with establishing dialog 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.
- (d) 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 shall notify Service Provider in the event that assignment was not obtained;
- (e) Supply complete and accurate patient charge information;
- (f) Provide to Service Provider a schedule of professional fees charged for services rendered by Client's EMS Squad. Service Provider shall 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 shall 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;
- (g) Establish adequate controls to assure that all charges are captured, batched and reconciled with batch totals;
- (h) Provide all input forms;
- (i) Provide medical expertise regarding reimbursement of medically necessary services of Client arising from third-party payer disputes or patient inquiries;
- (j) Be responsible for all medical decisions concerning patient care; and
- (k) When refunds are necessary, 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.

**3. SERVICE FEES**

- 3.1. Flat Fee for Medicaid and Medicaid Managed Care Accounts Receivable. Client agrees to pay Service Provider a fixed fee for Medicaid and Medicaid Managed Care accounts receivable. The fixed fee is an amount equal to \$9.00 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 Medicaid program or any third-party administrator for the Florida Medicaid program is sought by Service Provider on Client's behalf.
- 3.2. Client shall pay Service Provider a service fee equal to 5.5% of the net revenue of Client. In addition to the 5.5% service fee, an additional 2.2% of the net revenue of Client will be charged for Equipment. Service Provider agrees to provide the Client with the use of the hardware and software set forth on Schedule 1 attached hereto and made a part hereof (collectively, "Equipment") to Client's address set forth in this Service Schedule. With respect to the "Equipment", Service Provider agrees it will be responsible for annual fees for the hardware and software including the billing interface module. Service Provider will also be responsible for the initial and monthly fees related to air-cards on internet service fees for the duration of the Agreement. Net revenue shall mean cash receipts arising from the provision of patient services and related activities less refunds.
- 3.3. Client agrees to pay Service Provider \$0.65 per HIPAA compliant Notice of Privacy Practices sent to patients.
- 3.4. All service fees are exclusive of all federal, state and local taxes, including sales taxes, assessed on or due in respect of any Services performed by Service Provider under the Agreement, for which taxes Client shall be solely responsible. Client shall reimburse Service Provider for all those costs and expenses of Client paid by Service Provider or any subsidiary or affiliate of Service Provider Group on behalf of Client in connection with the provision of Services hereunder.
- 3.5. There will be a charge to the Client for requests, including but not limited to, requests for special programming and non-standard reports. The cost for such requests will be determined on an individual basis and shall be set forth in an amendment to the MA.
- 3.6. Equipment. Client acknowledges that the Equipment and any services related thereto are provided strictly "as is," and Service Provider 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.
- 3.7. Future Equipment Purchases. In the event that Client decides to purchase additional equipment from Service Provider during the Schedule 1 Term, the cost for such equipment will be the actual cost plus the additional percentages listed in the table below:

| <b>Months of Schedule 1 Term</b> | <b>Additional Percentage Added to the Cost of the Equipment</b> |
|----------------------------------|---|
| Month 1 through Month 11         | 0.15%   |
| Month 12 through Month 22        | 0.25%   |
| Month 24                         | 0.3%  |
| Month 25 through Month 36        | 3.0%  |

Equipment Quote for  
City of Lauderhill

Service Provider agrees to provide City of Lauderhill the following listed software and hardware for EMS patient care reporting based on the conditions listed below.

Software: Client's choice of ePCR vendors: Imagetrend or ESO Patient Care Reporting software

Hardware: Client's choice of:

| Toughbooks / Toughpads / Accessories |              |  | Qty |
|--------------------------------------|--------------|--|-----|
| 1                                    | CF-20C0001VM | <b>Panasonic Toughbook CF-20 Gloved Multi Touch+Digitizer Base Unit</b><br>Win10 Pro, Intel Core m5-6Y57 1.10GHz, vPro, 10.1" WUXGA 10-pt Gloved Multi Touch+Digitizer, 8GB, 128GB SSD, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:WWAN), Webcam, No Rear Camera, Emissive Backlit Keyboard, Toughbook Preferred | 9   |
|                                      | CF-VZSU0QW   | <b>Panasonic Spare/Replacement Primary Battery (also 2nd battery for keyboard dock)</b><br>11.4V, 2600mAh. Battery charging time: Approximately 3 hours (3.5 hours with optional 2nd battery)  | 9   |
| 3                                    | CF-WHS201R   | <b>Optional Bridge Battery for CF-20 Mk1. 1 minute hot swap time.</b><br><i>This option will typically create a 2-3 week lead-time.</i>  | 9   |
|                                      | CF-WBR201R   | <b>1D/2D Barcode Reader (N6603) on tablet for CF-20 Mk1</b><br><i>This option will typically create a 2-3 week lead-time.</i>  | 9   |
| 5                                    | CF-WCM201R   | <b>Retrofit Rear Camera for CF-20 Mk1</b><br><i>This option will typically create a 2-3 week lead-time.</i>  | 9   |

## ESO CONTACT DETAILS

Prepared By: Scot Metcalf Phone: (866) 766-9471  
Email: scot.metcalf@esosolutions.com

## CUSTOMER CONTACT DETAILS

Contact Name: Jason Clarke Quote Number: 00006555  
Bill To Name: City of Lauderhill Created Date: 3/2/2017  
Bill To: 1880 N W 56th Avenue Expiration Date: 6/30/2017  
Lauderhill, Florida 33313  
United States

## QUOTE LINE ITEMS

| Product  | Quantity | Total Price | Line Item Description  |
|--|----------|-------------|--|
| EHR Suite w/ QM & Mobile 10,000 - 12,500 Calls       | 1.00     |             | Annual subscription amount - Includes Quality Management, Analytics, Patient Tracker. Allows for unlimited users and mobile applications, live support, state and federal data reporting, weekly web training, free regional user groups, software updates |
| CAD Integration 10,000 - 12,500 Incidents            | 1.00     |             | Annual recurring cost - Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included   |
| Cardiac Monitor 10,000 - 12,500 Incidents            | 1.00     |             | Annual Recurring Cost - Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration   |
| Billing Standard Interface 12,500 - 15,000 Incidents | 1.00     |             | Annual recurring cost - Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included   |
| Training - EHR                                       | 3.00     |             | One Time Cost - 3 days of onsite training, also includes web training, system setup and implementation   |
| Training Travel Costs - EHR                          | 1.00     |             | One Time Cost - includes airfare, hotel and rental car fees  |

**Conditions:**

1. Terms of agreement will be for three-year period.
2. If the Agreement terminates prior to the three-year term, than Client will reimburse Contractor for the remaining costs as outlined in the attached Amortization Schedule.
3. Hardware set-up installation and maintenance (other than warranty) are not a part of this Service Schedule.
4. Support services for (hard/software) are provided by the vendor of Client's choices listed above through on-line and phone support.

**Equipment Amortization Chart for  
City of Lauderhill**

Service Provider will deliver to Client Equipment to be utilized by Client. Client acknowledges it is responsible for installation of the Equipment.

| <b>Amortization Chart</b> |                           |
|---------------------------|---------------------------|
| <b><u>Month</u></b>       | <b><u>Balance Due</u></b> |
| 1                         | \$38,237.50               |
| 2                         | \$37,145.00               |
| 3                         | \$36,052.50               |
| 4                         | \$34,960.00               |
| 5                         | \$33,867.50               |
| 6                         | \$32,775.00               |
| 7                         | \$31,682.50               |
| 8                         | \$30,590.00               |
| 9                         | \$29,497.50               |
| 10                        | \$28,405.00               |
| 11                        | \$27,312.50               |
| 12                        | \$26,220.00               |
| 13                        | \$25,127.50               |
| 14                        | \$24,035.00               |
| 15                        | \$22,942.50               |
| 16                        | \$21,850.00               |
| 17                        | \$20,757.50               |
| 18                        | \$19,665.00               |
| 19                        | \$18,572.50               |
| 20                        | \$17,480.00               |
| 21                        | \$16,387.50               |
| 22                        | \$15,295.00               |
| 23                        | \$14,202.50               |
| 24                        | \$13,110.00               |
| 25                        | \$12,017.50               |
| 26                        | \$10,925.00               |
| 27                        | \$9,832.50                |
| 28                        | \$8,740.00                |
| 29                        | \$7,647.50                |
| 30                        | \$6,555.00                |
| 31                        | \$5,462.50                |
| 32                        | \$4,370.00                |
| 33                        | \$3,277.50                |
| 34                        | \$2,185.00                |
| 35                        | \$1,092.50                |
| 36                        | 0.00                      |

**SERVICE SCHEDULE 2  
SUPPLEMENTAL PAYMENT RECOVERY ASSISTANCE SERVICES**

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. Initial Term of Schedule. The initial term of this Service Schedule is three years (the "Schedule 2 Term") beginning August 1, 2017 (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. Scope. Service Provider will provide supplemental payment assistant services as specified below based on information provided by Client for professional ambulance services rendered by Client in accordance with the terms of the MA and this Service Schedule.
- 2.2. 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 Services described herein is dependent upon Client's performance of its responsibilities as set forth in this Service Schedule.
- 2.2.1. Service Provider Responsibilities. As part of the Service Provider's Supplemental Payment Assistance Services, Service Provider's responsibilities under this Service Schedule will include:
- (a) Advising and assisting Client with enrolling in the Florida Ambulance Supplemental Payment Program;
  - (b) Assisting Client with enrolling in the Florida Ambulance Supplemental Payment Program
  - (c) Managing the program applications and required cost reports for Client in accordance with the ASPP;
  - (d) Managing the ASPP pre-cost report submittal process for Client, which may also include:
    - Developing and submitting the Provider Approval materials to the Florida Agency For Health Care Administration ("AHCA") agency on behalf of Client;
    - Developing and submitting the Cost Allocation Model and Report to AHCA on behalf of Client for review as part of the ASPP;
    - Changing and finalizing the Cost Allocation Model during AHCA's review of the Cost Allocation Model and Report, to meet AHCA's requirements to move forward with the cost report submittal.
  - (e) Assisting Client in developing cost models for EMS transports for submission to ASPP;
  - (f) Assisting Client with submitting other annual reports as my required by the ASPP;
  - (g) Ensuring that cost report preparer(s) engaged on behalf of Client by Service Provider are certified in accordance with all applicable rules, laws and regulations; and
  - (h) Ensuring that it utilizes separate staff for all billing and cost report preparation services provided to Client.
- 2.2.2. Client Responsibilities. Client acknowledges and understands that inaccurate or false data submissions, even advertent ones, can lead to a false claim charge or Medicaid program exclusion. Therefore, Client agrees that it will use best efforts to:

- (a) Ensure the accuracy of all cost report data provided by Client to Service Provider and provide written certification of the accuracy of such data to Service Provider and all applicable governmental agencies;
- (b) Make its internal practices, books and records relating to all cost report data provided to Service Provider by Client available to Service Provider to ensure the accuracy of all such data;
- (c) Comply with Service Provider policies and procedures for the documentation of all cost report data as established and provided to Client by Service Provider from time to time; and
- (d) Provide Service Provider with the following as part of Client's request for Supplemental Payment:
  - An organizational chart of Client's agency;
  - An organizational chart of Client's ambulance department;
  - Identification of the specific geographic service area covered by Client's ambulance department;
  - Copies of job descriptions for all staff employed within Client's ambulance department and an estimated percentage of time spent working for Client's ambulance department and for other departments of Client's agency;
  - Primary contact person for Client's agency; and
  - A signed letter documenting the governmental provider's voluntary contribution of non-federal funds.

### 3. SERVICE FEES

- 3.1. For Supplemental Payment Recovery Assistance Services rendered under Section 2 above, Client will pay Service Provider a service fee equal to 6.0%\* of the Supplemental Payments recovered by Service Provider on behalf of Client during the previous month, in accordance with Section 3 of the MA, entitled "Payment." Supplemental Payments shall include any payments from Florida Medicaid to Client related to the Florida Ambulance Supplemental Payment Program.

\*In the event that charging a percentage of payments recovered for the services described herein is determined to be out of compliance with federal or state laws or regulations, Vendor may amend this MA to set forth a different payment arrangement. The parties acknowledge and agree that such amendment does not waive the obligation to pay determined fees.

- 3.2. In addition to the 6.0% service fee due by Client to Service Provider under this Schedule Client will pay Service Provider a one-time, upfront fee of \$5,500.00 ("Setup Fee") for completion of the pre-cost report submittal requirements necessary for Client's participation in the Florida Ambulance Supplemental Payment Program. The Setup Fee will be due upon Client's execution of this MA.
- 3.3. All service fees are exclusive of all federal, state and local taxes, including sales taxes, assessed on or due in respect of any Services performed by Service Provider under this MA, for which taxes Client shall be solely responsible. Client shall reimburse Service Provider for all those costs and expenses of Client paid by Service Provider or any subsidiary or affiliate of Service Provider on behalf of Client in connection with the provision of Services hereunder.
- 3.4. Client acknowledges and agrees that Service Provider shall be entitled to receive service fees for Services provided by Service Provider under this MA even after expiration or earlier termination of this MA provided that Service Provider provided such services on or before the date of expiration or termination of this MA.



**SERVICE SCHEDULE 3**  
**SCOPE OF SERVICES - MCKESSON PRACTICE FOCUS WEB BASED REPORTING SERVICES**

The MA and this Service Schedule apply to the McKesson Practice Focus Web Based Reporting 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 3 Term") beginning August 1, 2017 (the "Schedule 3 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 McKesson Practice Focus Web Based Reporting 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 at Customer Login at McKesson.com.
- (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 Practice Focus 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 Practice Focus 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 McKesson Practice Focus 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 Practice Focus deliverables, including but not limited to customized reports, graphs and dashboards at the fees set forth in this Service Schedule.
- (i) Historical Data. If requested by Client, load up to \_\_\_\_ months of Client's historical data (the "Initial Data") onto McKesson Practice Focus for the fee set forth in this Service Schedule. Should Client request additional months of historical data be loaded (each an "Additional Month's Data"), the fee for each Additional Month's Data is set forth in this Service Schedule.

2.1.2. Client Responsibilities. Client will:

- (a) Establish Client's broadband access to the Internet for use of the Practice Focus Web Based Reporting product.
- (b) Allow access to such Practice Focus Web Based Reporting Product only to user(s) authorized by Service Provider to access and use such Practice Focus 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 Practice Focus Web Based Reporting

- product to serve as a liaison to Service Provider on Practice Focus 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 Practice Focus 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 McKesson Practice Focus product 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 McKesson Practice Focus product.
  - (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 McKesson Practice Focus product 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 McKesson Practice Focus product 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 McKesson Practice Focus product 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 McKesson Practice Focus product. Client shall safeguard the right to access the McKesson Practice Focus product 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 McKesson Practice Focus 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.

**3. SERVICE FEES**

- 3.1. Beginning on the Schedule 3 Commencement Date listed in Section 1 above, Client agrees to pay Service Provider the fees as set forth below:
- 3.1.1. User Access. At no cost to Client, Service Provider will provide two Authorized Users for Basic User Access, two Authorized Users for Intermediate User Access, and two Authorized Users for Advanced User Access. Additional Authorized Users may obtain Basic, Intermediate or Advanced User Access at an amount equal to \$100.00 per Authorized User per month; and
  - 3.1.2. Consulting Services. If Client's Manager request Consulting Services, the Client will pay an amount equal to \$150.00 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 Practice Focus Web Based Reporting Product Service Form; and
  - 3.1.3. eLearning Training for Intermediate User Access. 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 \$250.00 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
  - 3.1.4. Travel Expense. 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
  - 3.1.5. Implementation Fees. 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 Practice Focus Web Based Reporting Product Service Form. The Client's Manager and Service Provider will mutually agree upon a revised Practice Focus Web Based Reporting Product Service Form any time the Client's Manager requests a change in Client's use of the Practice Focus Web Based Reporting Product; and
  - 3.1.6. Mobile Electronic Authorized User Access. If Client's Manager request Service Provider will provide Client an Authorized User to access McKesson Practice Focus by means of an I-Pad or other mobile electronic device at a fee of \$50.00