

Master Relationship Agreement

This Master Relationship Agreement ("MRA") is between Change Healthcare Technology Enabled Services, LLC ("CHC") and the customer identified below ("Customer"). This MRA is effective as of the latest date below ("Effective Date"), and consists of the attached General Terms, and all Exhibits, Solution Schedules, Solution Orders, and Solution Riders which are incorporated by reference. The parties agree to be bound by the terms and conditions of this MRA, which governs all Products and Services supplied by CHC to Customer under a Solution Order to this MRA.

Change Healthcare Technology Enabled Services, LLC

By: Chas Morgenstern
Chas Morgenstern (11/06/2024 12:27 EST)

Name: Chas Morgenstern

Title: VP, General Manager, Revenue Services

Date: 11/06/2024

City of Hollywood Fire Rescue

By: _____

Name: _____

Title: _____

Date: _____

CHC Notice Address:

11000 Optum Circle
Eden Prairie, MN 55344
Attn: General Counsel

Customer Notice Address:

2741 Stirling Road
Hollywood, Florida 33312
Attn: Chief

General Terms

1. **Definitions.** Capitalized terms used in this MRA have the meanings given to them in the MRA, these General Terms, Exhibits, and Solution Schedules.
2. **Provision of Products and Services.** CHC will provide Products and Services to Customer as described in the Exhibits, Solution Schedules, and Solution Orders.
3. **Use of Products and Services.** Customer will, and will cause Permitted Users to, use all Products and Services in accordance with this MRA and related Documentation, and in compliance with all applicable laws. Customer is responsible for use of the Products and Services by its Permitted Users.
4. **Use of Documentation.** Customer may use and copy the Documentation as reasonably necessary to exercise its rights under this MRA, including a reasonable number of copies for training, testing, backup, and archival purposes. Customer will duplicate all applicable trademark, copyright, or other proprietary notices on each copy of the Documentation.
5. **Customer Responsibilities.** Customer will:
 - (a) cooperate with CHC and provide CHC access to and use of all appropriate Facilities, systems, equipment, and supporting materials requested, as reasonably necessary for CHC to perform its obligations under this MRA;
 - (b) secure all Third-Party authorizations necessary for CHC to deliver the Products and Services in compliance with all applicable laws, and maintain all records necessary to validate the authorizations Customer provides to CHC;
 - (c) Supply CHC, in the format specified in the Documentation, with all complete and accurate data necessary for CHC to deliver the Products and Services, and maintain all records necessary to validate the data Customer provides to CHC;
 - (d) use commercially reasonable security measures to secure systems owned, hosted, or operated by Customer or its suppliers to prevent unauthorized access to the Products and Services, and promptly notify CHC of any known performance problems or security vulnerabilities related to the Products and Services;
 - (e) obtain CHC's prior written consent before using any interface or integration not developed by CHC to the Products or Services, and follow all specification guidelines provided by CHC;
 - (f) acquire, operate, and maintain all software, systems, equipment, and services identified in the applicable Documentation as necessary to operate the Products and Services, and when applicable, provide first-level support, education, and training to Permitted Users for the Products and Services; and
 - (g) comply with all applicable Control Laws affecting the Regulated Materials.
6. **Third-Party Solutions.** CHC may provide Third-Party Solutions to Customer together with, or incorporated into, the CHC Solution. Customer is authorized to use these Third-Party Solutions

solely with the related CHC Solution. Customer's use of Third-Party Solutions is subject to the terms of this MRA and any applicable terms on <https://customerconnection.changehealthcare.com> ("Third-Party Terms"), which Customer may access using the following confidential login information:

User ID: contractprovisions@changehealthcare.com

Password (case sensitive): Portal!Access

If any Third-Party Terms conflict with this MRA or an applicable Solution Order, then the conflicting Third-Party Terms control only with respect to the Third-Party Solution to which they apply. CHC may substitute any Third-Party Solution licensed to Customer with different Products or Services containing similar features and functionality. If a Third Party raises its fees for a Third-Party Solution, then CHC may increase its fees to Customer by the same amount on the next invoice under the applicable Solution Order.

7. **Payment.**

7.1 **Invoicing and Payment.** CHC will issue invoices to Customer in accordance with the terms of the Solution Order, and Customer will pay all fees and other charges in U.S. dollars within 30 days of the invoice date.

7.2 **Expenses.** Customer will reimburse CHC for:

- (a) postage, packing, shipping, and insurance charges in connection with the Products and Services, and
- (b) reasonable out-of-pocket expenses incurred while providing Services, including travel and living expenses.

7.3 **Taxes.** CHC's pricing does not include sales, use, value-added, withholding, or other taxes and duties. CHC will invoice Customer for applicable taxes and duties unless Customer provides CHC satisfactory evidence of an applicable tax exemption (including evidence of renewal if applicable). Customer will promptly pay, and indemnify CHC against, all taxes and duties (except for taxes on CHC's net income).

7.4 **Price Increases.** CHC may increase its fees for Products and Services up to five percent once every twelve months following 60 days' notice to Customer. Price increases are effective as of the next applicable billing period.

7.5 **Late Payments.** CHC may charge Customer interest on any Overdue Amounts at the lesser of 1.5% per month or the highest rate permitted by law, from the due date until CHC receives payment. Customer will reimburse CHC for all reasonable costs and expenses incurred in collecting any Overdue Amounts. CHC may require advance payments for Products and Services under a Solution Order for which Customer has had Overdue Amounts.

7.6 **Suspension.** CHC may stop providing any Product or Service if:

- (a) Customer fails to pay within ten days after CHC gives notice of any Overdue Amount that is more than 30 days past due, or
- (b) CHC believes it is necessary to comply with any applicable law or order of any governmental authority.

7.7 **Monitoring and Auditing.** If CHC believes Customer's use of a Product or Service violates the license grant or usage terms in a Solution Order or applicable Solution Schedule, then CHC may conduct an audit of Customer's sites and systems following ten business days' notice to Customer. The audit will be conducted during regular business hours and Customer will provide CHC with reasonable access to all relevant equipment, systems, and records related to the Product or Service. If an audit reveals that Customer's use of any Product or Service exceeds the usage limitations in a Solution Order, then CHC may invoice for the excess use based on the fees in effect for that Product or Service under the applicable Solution Order. If Customer's use exceeds five percent of the usage limitations in the Solution Order, then Customer also will pay CHC's reasonable costs of conducting the audit.

7.8 **Acquisitions.** If Customer exceeds the usage limitations set forth in a Solution Order for a Product or Service because it acquires another entity, then Customer will pay CHC additional fees for the excess use based on the rates established in the applicable Solution Order. If Customer acquires an entity that is subject to an existing agreement with CHC for Products or Services, then the acquired entity will remain subject to that CHC agreement until the parties terminate it or it expires.

8. Confidentiality.

8.1 **Use and Disclosure of Confidential Information.** Each party will protect and safeguard the other party's Confidential Information with at least the same care used for its own Confidential Information of a similar nature, but no less than reasonable care. Except as expressly permitted by this MRA, neither party may:

- (a) disclose the other party's Confidential Information except (i) to its employees or contractors who have a need to know and are bound by confidentiality terms at least as restrictive as those contained in this section, or (ii) to the extent required by law, after giving prompt notice of the required disclosure to the other party; nor
- (b) use the other party's Confidential Information for any purpose other than (i) to perform its obligations or exercise its rights under this MRA, (ii) in the case of Customer as the receiving party, Customer's evaluation of CHC Solutions, or (iii) in the case of CHC as the receiving party, CHC's development of new and existing products and services.

8.2 **Return of Confidential Information.** After this MRA or a Solution Order is terminated, each party will, upon written request, return or destroy the other party's Confidential Information and promptly will certify in writing to the other party that it has done so.

8.3 **Period of Confidentiality.** Each party will comply with this section during the term of this MRA and for three years after it terminates. With respect to Confidential Information that constitutes a trade secret under the laws of any jurisdiction, each party shall continue to

comply with this section until the Confidential Information loses its trade secret status other than due to an act or omission of the receiving party.

8.4 **Equitable Relief.** An actual or threatened breach of this section may cause immediate irreparable harm without adequate remedy at law. If a party breaches or threatens to breach this section, then the either party may seek equitable relief to prevent the other party from beginning or continuing the breach. The party seeking relief is not required to post a bond or other security or prove the inadequacy of other available remedies. This section does not limit any other remedy available to either party.

9. Protected Health Information

9.1 **Business Associate Agreement.** Except as provided in this section, the use and disclosure of Protected Health Information (as defined by the Health Insurance Portability and Accountability Act) in connection with this MRA will be governed by Business Associate Addendum, between the parties, attached as Exhibit B.

9.2 **Data Aggregation and De-Identification.** Only to the extent necessary to perform Services purchased under this MRA, CHC may use Protected Health Information to provide Data Aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B) and may de-identify Protected Health Information in accordance with 45 C.F.R. § 164.514(b). This section does not limit any other right to provide Data Aggregation services or to de-identify Protected Health Information granted in a business associate agreement or elsewhere.

10. Intellectual Property.

10.1 **Retained Rights.** CHC reserves all rights not expressly granted to Customer in this MRA including all right, title, and interest to all work developed for or delivered to Customer under this MRA. CHC solely owns all changes, modifications, improvements, or new modules to the Products or Services, whether made or developed by Customer, at Customer's request, or in cooperation with Customer. All feedback, statements, suggestions, or ideas given by Customer to CHC may be used to develop new and existing products and services that will be owned solely by CHC.

10.2 **Use of Customer Intellectual Property.** During the term of the applicable Solution Order, Customer grants CHC a license to use and display Customer's copyrights, trademarks, and service marks, solely to the extent necessary for CHC to perform its obligations under this MRA.

11. **Professional Services Warranty.** CHC warrants that it will perform all Professional Services in a professional manner consistent with industry standards by trained and skilled resources.

12. **Warranty Disclaimer.** CHC GRANTS THE LIMITED WARRANTIES SPECIFIED IN THIS MRA (INCLUDING ANY WARRANTIES SET FORTH IN ANY SOLUTION SCHEDULE) IN LIEU OF ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, AND CONDITIONS. CHC EXPRESSLY EXCLUDES FROM THIS MRA THE IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. CHC DOES NOT WARRANT THAT THE PRODUCTS OR

SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT OR MEET CUSTOMER'S REQUIREMENTS. CHC DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL PERFORM, OR BE PERFORMED, WITHOUT ERROR OR INTERRUPTION. CHC IS NOT RESPONSIBLE FOR INTERNET OUTAGES OR OTHER FAULTS IN INTERNET SERVICES.

13. **Exclusive Remedy.** CUSTOMER'S ONLY REMEDY FOR CHC'S BREACH OF ANY PRODUCT OR SERVICE WARRANTY (INCLUDING ANY WARRANTIES SET FORTH IN ANY SOLUTION SCHEDULE) WILL BE THE REPAIR, REPLACEMENT, OR RE-PERFORMANCE BY CHC OF THE NONCONFORMING PRODUCT OR SERVICE. IF CHC FAILS TO DELIVER THIS REMEDY, THEN CUSTOMER MAY PURSUE ANY OTHER REMEDY PERMITTED UNDER THIS MRA.
14. **Customer Input Errors.** CHC IS NOT RESPONSIBLE FOR THE ACCURACY OR QUALITY OF ANY MESSAGES, INFORMATION, OR DATA PROVIDED BY CUSTOMER, ANY PERMITTED USERS, OR OTHER USERS OF THE PRODUCTS OR SERVICES. CHC IS NOT RESPONSIBLE FOR ANY ERRORS IN THE PRODUCTS OR SERVICES CAUSED BY INACCURATE MESSAGES, INFORMATION, OR DATA PROVIDED BY CUSTOMER, PERMITTED USERS, OR OTHER USERS.
15. **Professional Responsibility; Duty to Defend.** CHC's Products and Services are tools for information management and diagnostic purposes only and must be used by trained individuals. The Products and Services do not have the ability to administer health benefits, diagnose disease, prescribe treatment, render care or payment decisions, or perform any task that constitutes the practice of medicine. Customer will ensure that only properly trained individuals use the Products and Services provided by CHC. Customer will defend CHC against any claim, demand, action, or other proceeding brought by a Third Party to the extent that it results from Customer's care or payment decisions and will pay costs and damages finally awarded against CHC as a result of the claim.
16. **Infringement Claims.**
 - 16.1 **Duty to Defend.** CHC will defend Customer against any Infringement Claim and will pay costs and damages finally awarded against Customer as a result of any Infringement Claim.
 - 16.2 **Customer Requirements.** CHC's obligations under this section are conditioned on the following:
 - (a) Customer will notify CHC of the Infringement Claim within ten business days. If Customer fails to provide CHC with timely notice and CHC has been prejudiced due to Customer's delay, then CHC will be relieved of its obligations under this section;
 - (b) Customer will provide CHC with all reasonably requested cooperation, information and assistance at CHC's sole expense; and
 - (c) Customer will provide CHC with sole authority to defend and settle the Infringement Claim.
 - 16.3 **Customer Consent.** CHC may not enter into any settlement of an Infringement Claim that would create a financial obligation on Customer or constitute an admission of liability by Customer without Customer's prior written consent.

16.4 **Exclusions.** CHC is not liable under this section if the Infringement Claim is based on:

- (a) modifications to the CHC Solution that were not performed by CHC;
- (b) use of custom interfaces, file conversions, or other programming for which CHC does not develop the specifications or instructions;
- (c) use of a CHC Solution in combination with products or services not provided by CHC, if use of the CHC Solution alone would not result in liability under this section;
- (d) use of a CHC Solution in a manner not authorized by this MRA, a Solution Order, or the Documentation;
- (e) use of any version other than the two most current releases of a CHC Solution; or
- (f) any version of a CHC Solution that CHC has notified Customer to discontinue use, if infringement would have otherwise been avoided.

16.5 **Infringement Remedies.** If Customer makes a claim under this section, or CHC believes an Infringement Claim is reasonably likely, then CHC will, at its sole option and expense:

- (a) obtain for Customer the right to continue using the CHC Solution;
- (b) replace or modify the CHC Solution with an alternative solution of substantially equivalent functionality; or
- (c) if neither (a) nor (b) are commercially feasible, terminate Customer's rights and CHC's obligations under this MRA related to the CHC Solution. If CHC terminates a one-time license fee for a CHC Solution under this section, CHC shall refund to Customer with a pro rata share of the license fees paid for the infringing CHC Solution. The refund will be calculated on a five-year straight-line basis beginning on the effective date of the applicable Solution Order.

16.6 **Exclusive Remedy.** THIS SECTION CONTAINS CHC'S ONLY OBLIGATIONS, AND CUSTOMER'S ONLY REMEDIES, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

17. **Limitation of Liability.**

17.1 **Total Damages.** INDEMNIFYING PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS MRA, FOR BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, IS LIMITED TO WITH RESPECT TO ANY PRODUCT LICENSED ON A NON-TERM BASIS, THE TOTAL FEES PAID (LESS ANY REFUNDS, CREDITS, AND PASS THROUGH FEES) BY INDEMNIFIED PARTY TO INDEMNIFYING PARTY UNDER THE APPLICABLE SOLUTION ORDER FOR THE PRODUCT GIVING RISE TO THE CLAIM.

- (a) ; OR
- (b) WITH RESPECT TO ANY OTHER PRODUCT OR SERVICE, THE TOTAL FEES PAID (LESS ANY REFUNDS, CREDITS, AND PASS THROUGH FEES) BY CUSTOMER TO CHC UNDER THE

APPLICABLE SOLUTION ORDER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

17.2 Exclusion of Damages. CHC IS NOT LIABLE TO CUSTOMER UNDER THIS MRA FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, LOST REVENUE, OR LOSS OF REPUTATION OR GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, EVEN IF CHC HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.

17.3 Material Consideration. THE LIMITATION OF LIABILITY DESCRIBED IN THIS SECTION IS A MATERIAL CONDITION FOR CHC'S ENTRY INTO THIS MRA.

18. Term. The term of the General Terms, Exhibits, and Solution Schedules to this MRA begins on the Effective Date and continues until terminated as provided in this MRA. The term of any Solution Order, including any Solution Riders or other attachments, under this MRA will be as set forth in the Solution Order.

19. Termination.

19.1 Termination of Solution Order. Either party may terminate a Solution Order to this MRA upon notice if:

- (a) the other party materially breaches this MRA relative to the Solution Order and fails to cure, or begin reasonable efforts to cure, the breach within 30 days after receiving notice of the breach;
- (b) the other party infringes the terminating party's Intellectual Property rights and does not cure, or begin reasonable efforts to cure, the breach within ten business days after receiving notice of the breach;
- (c) the other party materially breaches this MRA relative to the Solution Order in a way that cannot be cured; or
- (d) the other party begins dissolution proceedings or ceases to operate in the ordinary course of business.

19.2 Effect of Termination. If either party terminates a Solution Order, then the parties' rights and obligations under another Solution Order are not affected. All other Solution Orders will remain effective unless they are terminated in accordance with this MRA.

19.3 Termination of MRA. If there are no Solution Orders in effect under this MRA, then either party may terminate this MRA upon notice to the other party.

19.4 Obligations upon Termination or Expiration. Upon termination or expiration of this MRA or a Solution Order, Customer will promptly:

- (a) stop using all affected Products and Services,
- (b) permanently remove all affected Products from all computer systems and other electronic storage devices, and

(c) certify in writing to CHC that Customer has complied with this section.

20. **Books and Records.** For any Services provided under this MRA that are subject to 42 U.S.C. Section 1395x(v)(1)(I), the parties and any of their subcontractors (as defined or interpreted by the applicable regulatory agency) will provide the Secretary of the U.S. Department of Health and Human Services, the Comptroller General, and their duly authorized representatives access to this MRA and any books, documents, and records needed to verify the Services until four years after the Services are provided.
21. **Discount Reporting.** This MRA, and any discounts provided under this MRA, are intended to comply with the discount safe harbor of the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by the discount safe harbor of the Anti-Kickback Statute or other similar applicable state laws and regulations, Customer and its affiliates must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under this MRA and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, make available information provided to Customer by CHC about the discount.
22. **Excluded Provider.** Each party warrants that neither it nor any of its employees or Subcontractors assigned to perform material services under this MRA have been convicted of a criminal offense related to health care or been listed as debarred, excluded, or otherwise ineligible for participation in a Federal health care program. Each party will notify the other if it becomes aware that it or any of its employees or Subcontractors assigned to perform material services under this MRA have been excluded or are otherwise ineligible to participate in a Federal health care program.
23. **CHC Affiliates.** CHC Affiliates may enter into Solution Orders under this MRA and the terms of the MRA will apply to the CHC Affiliate as if they were CHC with respect to those Solution Orders. Each CHC Affiliate may enforce this MRA to the same extent as CHC, but CHC Affiliates may not amend these General Terms.
24. **Assignment.** Customer may not assign this MRA without the prior written consent of CHC, which will not be unreasonably withheld. Any attempted assignment by Customer without CHC's written consent will be void. Upon notice to Customer, CHC may assign this MRA to any entity receiving all or substantially all of CHC's assets or a controlling ownership interest, or in any other corporate reorganization. Any assignment under this section is binding upon, and for the benefit of, the assignee.
25. **Subcontracts.** CHC may subcontract its obligations under this MRA. CHC is responsible for the actions of its Subcontractors.
26. **Notices.** All notices required by this MRA must be in writing and sent to the address in the signature block of this MRA or any other address designated by notice. Electronic mail is not written notice under this MRA.
27. **Publicity.** The parties may publicly announce the existence of this MRA and the general nature of their relationship. Neither party may disclose financial terms or specific activities performed under this MRA without written consent of the other party.

28. **Governing Law.** This MRA is governed by the laws of Georgia, without application of any law that would lead to the application of the laws of any other state. The Uniform Commercial Code will not apply to this MRA. The federal and state courts in Fulton County, Georgia have exclusive venue for all actions related to this MRA. The parties consent to personal jurisdiction in those courts and waive all claims to a more convenient forum. The parties must commence any action relating to this MRA, other than collection of outstanding payments, within one year of the date upon which the cause of action accrued.
29. **Severability.** If any court having jurisdiction finds part of a provision of this MRA unenforceable, then the remainder of that provision and all other provisions of this MRA will be unaffected.
30. **Waiver.** A party's failure to exercise a right under this MRA is not a waiver of that or any other right.
31. **Force Majeure.** A party's failure to perform caused by a Force Majeure Event will not create liability or be considered a material breach of this MRA for the duration of the Force Majeure Event, even if the Force Majeure Event was foreseeable.
32. **Relationship of Parties.** Each party is an independent contractor of the other party. Neither party can bind the other party or create any right or obligation for the other party.
33. **Third-Party Beneficiaries.** Except as described in applicable Third-Party Terms, this MRA creates no rights or obligations for anyone other than CHC and Customer.
34. **Construction.** Any ambiguities in the terms of this MRA will not be presumptively construed for or against either party. Headings are for convenience only. As used in this MRA, "will" means "has a duty to," or "is required to," and "include" means "includes without limitation." A reference to "section" means the distinct and full-numbered paragraph (e.g. section 8) of the clause referencing the section, including its subparts (e.g. subsection 8.1, 8.1 (a), 8.2 etc.). This MRA or any amendment to this MRA may be signed in multiple counterparts, each of which will be considered an original of the same agreement.
35. **Amendment.** This MRA may be modified only by a written agreement signed by authorized representatives of both parties.
36. **Order of Precedence.** If an inconsistency exists among the components of this MRA, the inconsistency will be resolved by giving priority in the following order:
 - (a) Solution Orders;
 - (b) Solution Schedules;
 - (c) General Terms and Exhibits;
 - (d) Documentation and other materials incorporated by reference.
37. **Survival of Provisions.** The following provisions will survive termination or expiration of this MRA: 7 (Payment), 8 (Confidentiality), 10 (Intellectual Property), 16 (Infringement Claims), 17 (Limitation of Liability), 19.4 (Obligations upon Termination or Expiration), 20 (Books and Records), 21

(Discount Reporting), 26 (Notices), 28 (Governing Law), 30 (Waiver), 34(Construction), 36 (Order of Precedence), 37 (Survival of Provisions), 39 (Entire Agreement), and any other provision that specifically states it survives.

38. **Existing Agreements.** This MRA governs any Products or Services newly-acquired or renewed after the Effective Date. Any Products and Services acquired before the Effective Date will continue to be governed by the agreement under which those Products and Services were initially acquired. This MRA does not change any existing agreements between CHC and Customer.
39. **Entire Agreement.** This MRA contains all the terms agreed upon by the parties and supersedes any other communications related to the subject matter of this MRA. No terms in Customer purchase orders are binding on the parties.

Exhibit A

Definitions

“CHC Affiliates” means any U.S. entities that are controlled by or under common control with CHC, that license or sell Products or Services to Customer during the term of this MRA or any Solution Order.

“CHC Solution” means any CHC-owned Product or CHC-owned Service provided to Customer under a Solution Order.

“Confidential Information” means non-public information of the disclosing party, whether related to currently licensed Products, Services, or other deliverables or business practices that is marked confidential or which the receiving party should reasonably know to be confidential. Confidential Information specifically includes information about future solution development, roadmaps, or new features and functionality, penetration test results, pricing, proposals, participation in customer focus groups, user feedback, financial, personnel, planning, technical, and marketing information, and the terms of this MRA. Confidential Information does not include: (a) information lawfully obtained or created by the receiving party independently from the disclosing party’s Confidential Information without breach of any obligation of confidence, (b) information that enters the public domain without breach of any obligation of confidence, or (c) Protected Health Information as defined by the Health Insurance Portability and Accountability Act.

“Control Laws” means all governmental laws, orders, and other restrictions regarding the export, import, re-export, or use of information, goods, and technology outside of the U.S.

“Documentation” means user guides, operating manuals, training materials, terms of use, implementation guides, support guides, policies, procedures, and other materials that apply to or describe the Products and Services, which are incorporated by reference and may be reasonably modified from time to time by CHC.

“Exhibit” means an exhibit to this MRA.

“Facility” means an establishment that is (a) located in the U.S., (b) operated by Customer, or a CHC-approved Third Party, and (c) is identified in a Solution Order.

“Force Majeure Event” means any event beyond the reasonable control of a party that could not, by reasonable diligence, be avoided, including acts of God, acts of war, terrorism, riots, embargoes, acts of government, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, or strikes.

“General Terms” means the terms in the main body of this MRA.

“Implementation Services” means initial implementation, configuration, installation, education, training, and set-up services listed in a Solution Order to be performed by CHC and required for Customer to begin use of a Product or Service.

“Infringement Claim” means any claim, demand, action, or other proceeding brought against Customer by a Third Party that the use of any CHC Solution delivered under this MRA infringes any trademark, copyright, or U.S. patent, or misappropriates any trade secrets.

"Intellectual Property" means any inventions, technological innovations, discoveries, designs, formulas, know-how, processes, business methods, patents, trademarks, trade names, service marks, copyrights, trade secrets, concepts and ideas (whether or not patentable, copyrightable or constituting trade secrets), computer programs and software, creations, writings, illustrations, images, and all improvements to and copies and tangible embodiments of the above.

"Overdue Amounts" means any fees, charges, or expenses that are past due and not disputed in good faith.

"Permitted User" means any individual authorized by Customer to use the Products and Services, whether at a Facility or from a remote location, who is a (a) Customer employee, (b) medical professional authorized to perform services at a Facility, or (c) consultant or independent contractor who has a need to use the Products or Services based upon a contractual relationship with Customer and is not a CHC competitor. A consultant or independent contractor may be a "Permitted User" only if (i) Customer remains responsible for use of the Products and Services by the individual, and (ii) the individual is subject to confidentiality and use restrictions at least as strict as those contained in this MRA.

"Products" means any software, equipment, content, or any other product that CHC provides to Customer under a Solution Order. CHC may provide Products through technological means, including artificial intelligence and machine learning.

"Professional Services" means any Implementation Services, consulting, programming, education, training, or other professional services that CHC provides to Customer under a Solution Order.

"Regulated Materials" means the portion of the Products, Services, and Documentation that are subject to Control Laws, including technical data and related information.

"Services" means any computing, processing, technology, subscription, hosting, software as a service, implementation, maintenance, professional, consulting, or any other service that CHC provides to Customer under a Solution Order. CHC may provide Services through technological means, including artificial intelligence and machine learning.

"Solution Order" means CHC's form addendum, including any Solution Riders, to this MRA, which will be used to process Customer's license or purchase of Products and Services.

"Solution Rider" means an attachment to a Solution Order that contains terms regarding the rights and obligations of the parties that uniquely apply to certain Products and Services being provided under the Solution Order.

"Solution Schedule" means each of the schedules attached to this MRA if applicable.

"Subcontractor" of a party means a Third Party who provides services at the direction of that Party.

"Third Party" means an individual or entity other than CHC or Customer.

"Third-Party Solution" means any Product or Service listed in a Solution Order that is owned or provided by a Third Party.

Exhibit B

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("BAA") is incorporated into and made part of the services agreements (collectively, the "Agreement"), by and between OptumInsight, Inc., on behalf of itself and its subsidiaries and affiliates ("Business Associate") and City of Hollywood ("Covered Entity"), that involve the use or disclosure of PHI (as defined below). The parties agree as follows:

1. DEFINITIONS.

1.1 All capitalized terms used in this BAA not otherwise defined herein have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented (collectively, "HIPAA").

1.2 "Breach" means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI, subject to the exclusions in 45 C.F.R. § 164.402.

1.3 "PHI" means Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received, created, maintained or transmitted on behalf of, Covered Entity.

1.4 "Privacy Rule" means the federal privacy regulations, and "Security Rule" means the federal security regulations, as amended, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A, C & E).

1.5 "Services" means the services provided by Business Associate to Covered Entity to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE. With regard to its use and/or disclosure of PHI, Business Associate agrees to:

2.1 not use and/or further disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and in compliance with the applicable requirements of 45 C.F.R. § 164.504(e), or as Required by Law; provided that, to the extent Business Associate is to carry out 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 those obligations.

2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for in this BAA and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C). For the purposes of reporting under this BAA, a reportable "Security Incident" shall not include unsuccessful or inconsequential incidents that do not represent a material threat to confidentiality, integrity or availability of PHI (such as scans, pings, or unsuccessful attempts to penetrate computer networks).

2.4 report to Covered Entity within ten business days: (i) any Breach of Unsecured PHI of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C). Business Associate shall provide to Covered Entity a description of the Breach and a list of Individuals affected (unless Covered Entity is a plan sponsor ineligible to receive PHI). Business Associate shall provide required notifications to Individuals and the Media and Secretary, where appropriate, in accordance with the Privacy Rule and with Covered Entity's approval of the notification text. Business Associate shall pay for the reasonable and actual costs associated with those notifications and with credit monitoring, if appropriate.

2.5 in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI, including complying with the applicable Security Rule requirements with respect to ePHI.

2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(I).

2.7 within ten business days after receiving a written request from Covered Entity or an Individual, make available to Covered Entity or an Individual information necessary for an accounting of disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.

2.8 provide access to Covered Entity or an Individual, within ten business days after receiving a written request from Covered Entity or an Individual, to PHI in a Designated Record Set about an Individual, sufficient for compliance with 45 C.F.R. § 164.524.

2.9 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within ten business days after a written request by Covered Entity or an Individual, PHI for amendment and incorporate any amendments to the PHI as requested in accordance with 45 C.F.R. § 164.526.

3. RESPONSIBILITIES OF COVERED ENTITY. Covered Entity:

3.1 shall identify the records it furnishes to Business Associate that it considers to be PHI for purposes of the Agreement, and provide to Business Associate only the minimum PHI necessary to accomplish the Services.

3.2 in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations, unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees in writing to honor the restriction or limitation.

3.3 shall be responsible for using administrative, physical and technical safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, in accordance with the requirements of HIPAA.

3.4 shall obtain any consent or authorization that may be required by applicable federal or state laws prior to furnishing Business Associate the PHI for use and disclosure in accordance with this BAA.

3.5 if Covered Entity is an employer sponsored health plan, Covered Entity represents that to the extent applicable, it has ensured and has received certification from the applicable Plan Sponsor that the Plan Sponsor has taken the appropriate steps in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) to enable Business Associate on behalf of Covered Entity to disclose PHI to Plan Sponsor, including but not limited to amending its plan documents to incorporate the requirements set forth in 45 C.F.R. § 164.504(f)(2) and 45 C.F.R. § 164.314(b). Covered Entity shall ensure that only employees authorized under 45 C.F.R. § 164.504(f) shall have access to the PHI disclosed by Business Associate to Plan Sponsor.

4. PERMITTED USES AND DISCLOSURES OF PHI. Business Associate may:

4.1 use and disclose PHI as necessary to provide the Services to Covered Entity.

4.2 use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures are Required by Law or any third party to which Business Associate discloses PHI provides written assurances that: (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law; and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached, in accordance with 45 C.F.R. § 164.504(e)(4).

4.3 De-identify any PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule and create, use and disclose de-identified data in accordance with applicable law.

4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.

4.5 use PHI for Research projects conducted by Business Associate, its Affiliates or third parties, in a manner permitted by the Privacy Rule, by obtaining documentation of individual authorizations, an Institutional Review Board, or a privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1), and providing Covered Entity with copies of such authorizations or waivers upon request.

4.6 make PHI available for reviews preparatory to Research in accordance with the Privacy Rule at 45 C.F.R. § 164.512(i)(1)(ii).

4.7 use the PHI to create a Limited Data Set ("LDS") and use or disclose the LDS for the health care operations of the Covered Entity or for Research or Public Health purposes as provided in the Privacy Rule.

5. TERMINATION.

5.1 Covered Entity may terminate this BAA and the Agreement if Business Associate materially breaches this BAA, Covered Entity provides written notice of the breach to Business Associate, and Business Associate fails to cure the breach within the reasonable time period set by Covered Entity.

5.2 Within thirty (30) days after the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that return or destruction of the PHI is not feasible, Business Associate may retain the PHI subject to this Section 5.2. Business Associate shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

6. MISCELLANEOUS. The terms of this BAA shall be construed to allow Covered Entity and Business Associate to comply with HIPAA. Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. Sections 4 and 5.2 shall survive the expiration or termination of this BAA for any reason.

Solution Order

This Solution Order to Master Relationship Agreement No. _____, dated _____, 2025 ("MRA"), is between Change Healthcare Technology Enabled Services, LLC ("CHC") and the customer identified below ("Customer"). This Solution Order is effective as of the latest date below ("SO Effective Date"), and consists of all Exhibits, attachments, and other documents incorporated by reference.

Change Healthcare Technology Enabled Services, LLC

By: Chas Morgenstern
Chas Morgenstern (11/06/2024 12:27 EST)

Name: Chas Morgenstern

Title: VP, General Manager, Revenue Services

Date: 11/06/2024

City of Hollywood Fire Rescue

By: _____

Name: _____

Title: _____

Date: _____

General Terms

1. **Term.** The initial term of this Solution Order is three years (the "Initial Term") from January 1, 2025 (the "Commencement Date"). Following expiration of the Initial Term, this Solution Order will automatically renew for two-year periods (each, a "Renewal Term"; together the Initial Term and Renewal Term are the "Term"), unless either party provides notice of non-renewal at least 90 days prior to the end of the then-current term. The fees payable during any Renewal Term will be the Prevailing Rate.
2. **Customer Purchase Orders.** CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.
3. **No Warranty of Future Functionality.** CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace.
4. **Excluded Provisions.** The parties acknowledge and agree that Section 7.2 (Expenses), Section 7.4 (Price Increases) and Section 7.7 (Monitoring and Auditing) of the MRA are not applicable to the TES Billing and Coding Services.

**EXHIBIT 1
SOLUTIONS AND PRICING**

1. SOLUTION TABLE

Solution Name	Solution Rider
TES Billing and Coding Services (For Emergency & Non-Emergency Medical Transport)	Attachment 1
Supplemental Payment Recovery Assistance Services	N/A

* 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, CHC may amend the MRA to set forth a different payment arrangement. The parties acknowledge and agree that such amendment does not waive the obligation to pay determined fees.

2. PAYMENT SCHEDULE:

- 2.1. All payments due monthly as incurred or as invoiced.
- 2.2. TES Billing and Coding Services For Emergency & Non-Emergency Medical Transport. Customer agrees to pay CHC a service fee equal to 11.45% of the Net Collections made on Customer's accounts receivable. This percentage fee includes (i) 5.5% for the billing services; (ii) 3.65% for the 22 units of hardware and the software set forth in the Equipment Quote, attached hereto (collectively, "Equipment"); and (iii) 2.3% for a full-time on-site employee ("FTE") dedicated to hardware issues.
- 2.3. Net Collections. Net Collections means the total sum of all monies collected for services rendered by Customer, less amounts refunded or credited to a patient or third-party payer as a result of overpayments, erroneous payments or bad checks
- 2.4. Flat Fee for Medicaid and Managed Care Accounts Receivable. Customer agrees to pay CHC 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 Customer with respect to those of Customer's charges for which reimbursement from Florida's Medicaid program or any third-party administrator for Florida's Medicaid program is sought by CHC on Customer's behalf.
- 2.5. Software. Customer will license software ("Software") directly from the applicable third-party vendor ("Software Vendor"), and CHC will pay the Software Vendor the applicable license fees, which are at no additional cost to Customer, but included in the fees payable by Customer to CHC in Section 2.2 above. Other than the payment obligations set forth above, CHC disclaims any and all warranties, representations, obligations, support and maintenance related to the Software.
- 2.6. Equipment. CHC agrees to provide Customer with the use of the Equipment to Customer's address set forth in this Solution Order. If this Solution Order terminates prior to the initial

term of the Solution Order, Customer will reimburse CHC for the remaining costs of the Equipment as outlined in the Equipment Amortization Schedule, attached hereto.

2.11 For Supplemental Payment Recovery Assistance Services. Customer will pay CHC a service fee equal to 9.6%* of the Supplemental Payments recovered by CHC on behalf of Customer. Supplemental Payments shall include any payments from Florida Medicaid to Customer related to the PEMT.

* 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, CHC may amend the MRA to set forth a different payment arrangement. The parties acknowledge and agree that such amendment does not waive the obligation to pay determined fees.

- (a) 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 CHC under this MRA, for which taxes Customer shall be solely responsible. Customer shall reimburse CHC for all those costs and expenses of Customer paid by CHC or any subsidiary or affiliate of CHC on behalf of Customer in connection with the provision of Services hereunder.
- (b) Customer acknowledges and agrees that CHC shall be entitled to receive service fees for Services provided by CHC under this MRA even after expiration or earlier termination of this MRA, provided that CHC provided such services on or before the date of expiration or termination of this MRA.

Attachment 1
Solution Rider
TES Billing and Coding Services

This TES Billing and Coding Services Solution Rider is a part of, and incorporated into, the Solution Order to which it is attached and contains terms and conditions that are applicable to the TES Billing and Coding Services identified in the Solution Order.

1. Billing and Coding Services. CHC will be the sole provider of the Billing and Coding Services (and any services that are substantially similar) to Customer.

2. Consents. Customer will obtain all necessary consents and agreement from patients to ensure that CHC 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. Customer will ensure that all information it provides to CHC may be used by CHC for telephone contacts, including obtaining and maintaining a record of the consent Customer has obtained from patients to receive telephone contacts from or on behalf of Customer.

3. Lockbox. An electronic lockbox will be maintained in Customer's name at a bank designated by Customer. All cash receipts will be deposited into the lockbox. CHC will have no ownership rights in the lockbox and will have no right to negotiate or assert ownership of checks made payable to Customer. Customer will be responsible for all fees associated with such lockbox.

4. Use and Disclosure of Billing Software.

4.1 Customer agrees that the software CHC uses to perform the Services (the "Billing System") is proprietary and confidential and that CHC 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 Customer for internal operational purposes only.

4.2 Customer 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.

5. Termination by CHC. CHC may immediately terminate a Statement of Work without incurring any liability to Customer if CHC does not receive the clean test file or completed implementation discovery packet within three months of the commencement date of a Statement of Work and Customer will pay CHC for all expenses incurred prior to the termination date.

6. Termination Procedures – CHC Billing System. In the event a Solution Order or Solution Order item is terminated or expires, Customer will notify CHC in writing no later than ten business days prior to such expiration or termination of its choice of either the option set forth in section 6.1 below or the option set forth in section 6.2 below as a means of transferring its accounts receivable from CHC to another provider of billing services (except as otherwise set forth in section 6.3 below, in which case only the procedures set forth in section 6.2 will apply).

6.1 Workout Period. Upon the effective date of termination or expiration, CHC will cease to enter new patient and charge data into the Billing System on behalf of Customer, but will continue to perform the Services identified in the applicable Solution Order at the then-current rates hereunder, for a period of 90 days with respect to all of Customer'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, CHC will discontinue processing such accounts receivable, and after full payment of all fees owed (1) deliver to Customer a final list of accounts receivable and (2) provide reasonable transitional services, as set forth on Appendix A to this Solution Rider. After completion of the above, CHC will have no further obligations to Customer, except as expressly set forth in this Solution Rider and the applicable Solution Order. The parties agree that all applicable terms and conditions of this Solution Rider and the applicable Solution Order will be in full force and effect until the end of the Workout Period.

6.2 Fees. For Customer's accounts receivable for which CHC receives a Fee based on a percentage of the Net Collections (as defined in the Solution Order), Customer will pay CHC, 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 Customer's accounts receivable for which CHC receives a Fee based on a set dollar amount, no additional fees will be owed to CHC as of the effective date of termination/expiration. Upon the effective date of termination/expiration of a Solution Order or Solution Order item, CHC will be immediately relieved of its obligation to provide any further Services on behalf of Customer. After full payment of all fees owed, including but not limited to the Services Rendered Fee, CHC will deliver to Customer a final list of accounts receivable and provide reasonable transitional services, as set forth on Appendix A to this Solution Rider. After completion of the above, CHC will have no further obligations to Customer, except as expressly set forth in this Solution Rider and the applicable Solution Order. The Services Rendered Fee does not limit the rights and remedies CHC may have against Customer arising out of any breach of this Solution Rider or a Solution Order.

6.3 Default Selection. If (a) a Solution Order is terminated by CHC based on Customer's payment default, or (b) Customer fails to make the above-required selection in the allotted time, only the procedures set forth in section 6.2 above will apply with regards to any termination/expiration transition.

7. Third-Party Audit by Customer. Customer may engage, at its own expense, independent, external, third-party auditors (“Third-Party Auditors”) to perform audits of CHC's accuracy and correctness of the accounting and internal control performed and maintained by CHC. If Customer 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 this Solution Order, such Third-Party Auditors may not visit CHC's processing facility or audit the actual billing and collection process. Customer agrees that an audit conducted under this section will be conducted at such times and in a manner that avoids undue disruption of CHC's operations. CHC 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 will execute CHC's “Confidentiality Agreement” prior to the start of the audit.

8. Warranties.

8.1 CHC.

- a. *Prior to the Commencement Date.* Unless CHC provided Services prior to the commencement date of this Solution Order, Customer will be responsible for all matters related to Customer's practice prior to the commencement date, including, but not limited to, Customer's billings, collections, Third-Party reimbursements, accounts receivable and credit balances.
- b. *Disclaimer of Warranties.* CHC disclaims any warranties or representations pertaining to the timing and amount of collections generated by the Services. Customer acknowledges

and agrees that Customer is solely responsible for refunding any overpayments and processing any unclaimed property payments. CHC will provide Customer with written notice of unresolved credit balances of which CHC becomes aware (such as overpayments or unclaimed property).

8.2 Customer.

8.2.1 Charges and Information.

- (a) Customer represents and warrants that it will forward to CHC (pursuant to the applicable Statement of Work[s]) only charges for which Customer is entitled to bill. Customer agrees to monitor and to refrain from knowingly submitting false or inaccurate information, charges, documentation or records to CHC and to ensure that the documentation provided by Customer or an agent of Customer to CHC supports the medical services provided by Customer. Customer acknowledges and agrees it has an obligation to report and correct any credible evidence of deficiencies on the part of Customer. Customer also acknowledges that CHC does not make medical necessity determinations for any claims.
- (b) Customer agrees that CHC is not a collection agency. Customer represents and warrants that any debt or account referred to CHC pursuant to this Solution Order 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, Customer agrees to immediately recall those accounts from CHC's responsibility under this Solution Order.

8.2.2 Release of Information. Customer represents and warrants that Customer has obtained a release of information and insurance assignment of benefits from all individuals for whom Customer is submitting charges to CHC for the provision of the Services and will immediately notify CHC if such release of information and insurance assignment of benefits is changed or revoked or if such individual refused/failed to execute such documents. Customer further agrees to provide a copy of such signed documents upon CHC's request. The term "individuals" in this section refers to the individual physicians/practitioners, or group members, on whose behalf the Customer is directing CHC to submit claims.

9. Fee Adjustment. Notwithstanding Section 7.4 of the MRA, if any CHC expenses (including without limitation, labor costs, materials or other third-party expenses) incurred in providing the applicable Product or Service to Customer materially increase due to a change in economic factors outside of CHC's control, CHC may increase its fees for the Products or Services specified in this Solution Order. In the event CHC implements a change in the fee, CHC will provide Customer with ninety (90) days' prior written notice (the "Notice Period") of the change (the "Notice") and such fee change will be effective at the end of the Notice Period. If the fee change is unacceptable to Customer, then this Solution Order 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. Price increases are effective as of the next applicable billing period.

Appendix A

to TES Billing and Coding Services Solution Rider

Transitional Services

Upon termination or expiration of this Solution Order, for any reason, CHC agrees to provide the following assistance to Customer or Customer's designated agent to transfer CHC's responsibilities under this Solution Order and Solution Rider to Customer or Customer's designated agent ("Transitional Services"):

Data specifications	Patient information will be provided via a secured file. Detailed specifications will be provided to Customer or Customer's designated agent.
Technical and Operational contacts	CHC Support contacts will be provided to answer questions regarding the specifications document and operational requirements. Questions may be presented by Customer or its designee.
Test File	A test file will be provided containing 100 patient accounts and their associated transaction activity.
Final File	A final file will include all debit and credit balance accounts residing in the active AR. Zero balance accounts will be provided up to the age of two years (based on the date the account was placed on the system). Patient demographic and transaction information is included.
Utility file codes	Listings will be provided to Customer or its designee for the following files: Charge codes, description and CPT Referring physician code, name and NPI (if available) Performing physician, code and name Location of service, code and description Transaction codes and description

STATEMENT OF WORK
TES BILLING & CODING SERVICES
FOR EMERGENCY & NON-EMERGENCY TRANSPORT

The MRA Terms and Conditions, Solution Order and this Statement of Work apply to all services rendered by CHC under this Statement of Work.

1. CHC Responsibilities.

(a) Billing Responsibilities. CHC will:

- (i) Process all demographic and charge information entered into the billing system based on the information provided by Customer, including the schedule of 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 Customer;
- (iii) Provide all HCFA-1500 universal claim forms needed to submit claims for services provided by the Customer;
- (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 Customer, to patients for fees not reimbursed by third-party payments including deductibles, co-payments and non-covered services for which the Customer maintains appropriate waiver documentation. Customer 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 Customer'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 Customer participates (based upon an approved list provided by the Customer), 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 Customer when requested or may be destroyed by CHC;
- (viii) Evaluate appropriate documentation of any request by a patient, or third-party and coordinate findings with Customer;
- (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 Customer in establishing fees;
- (xi) Provide perpetual updates to master Current Procedural Terminology (CPT) coding and descriptions, and maintain current database of ICD codes and edits; and
- (xii) Assist with designing for the Customer all necessary forms, fee slips, insurance authorizations, etc., for processing.

(b) Collection Responsibilities. In undertaking these responsibilities, CHC will:

- (i) Answer all patient and third-party payer inquiries. In some cases, additional data will be requested from Customer. 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, CHC 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 CHC, CHC 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 Customer; 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. CHC will provide pertinent demographic and transactional detail to the Customer identifying uncollectable accounts monthly. Unless otherwise instructed by Customer, CHC 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. CHC shall be responsible for:

- (i) Completing all necessary paperwork and submitting applications to establish provider numbers. CHC has no control and cannot be held responsible for the individual timeframes or actual acceptance by payers. CHC 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. CHC shall be responsible for making periodic reports to Customer on the current status of all active patient accounts. In undertaking these responsibilities, CHC will:

- (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 Services 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 Customer.

2. Customer Responsibilities. In order for CHC to undertake the billing and collection services, Customer will:
- (a) Subject to the terms of this Solution Order, appoint CHC as its lawful attorney-in-fact for the sole purpose of billing and collecting, in the name of Customer and on Customer'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 Customer.
 - (e) Cause the personnel of Customer to timely submit to CHC 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. Customer is responsible for the accuracy and completeness of the patient information submitted to CHC (in paper form or electronically). CHC will rely on the truth and accuracy of such information to provide coding and billing services for Customer and will not in any event be required to verify medical treatment information submitted to CHC by the Customer. Furthermore, Customer will use its best efforts to procure all necessary consents to all assignments and obtain all other approvals, consents, and signatures necessary for CHC to collect payment for reimbursement on behalf of Customer;
 - (f) Assist CHC 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.
 - (g) Be solely responsible for securing or causing to be secured from or on behalf of patients whose accounts are covered under this Statement of Work, any and all necessary consents for the release of information to third parties as contemplated by this Statement of Work, and any and all necessary assignments of insurance benefits and benefits due from and rights to payment or reimbursement by any other third party. Customer shall notify CHC in the event that assignment was not obtained;
 - (h) Supply complete and accurate patient charge information;
 - (i) Provide to CHC a schedule of professional fees charged for services rendered by Customer. CHC shall make revisions to the fee schedule from time to time upon at least 10 days prior written notice from Customer to the effective date of any such revision. CHC 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;
 - (j) Provide all input forms;
 - (k) Provide medical expertise regarding reimbursement of medically necessary services of Customer arising from third-party payer disputes or patient inquiries;
 - (l) Be responsible for all medical decisions concerning patient; and
 - (m) When refunds are necessary, write a check to CHC's refund account for refunds to be sent to the patient or third-party payer based upon information provided by CHC.

STATEMENT OF WORK

SUPPLEMENTAL PAYMENT RECOVERY ASSISTANCE SERVICES

The MRA Terms and Conditions and this Solution Order apply to all services rendered by CHC under this Statement of Work.

1. SCOPE OF SERVICES

- 1.1. Scope. CHC will provide supplemental payment assistant services as specified below based on information provided by Customer for emergency and non-emergency transport services rendered by Customer in accordance with the terms of the MRA and this Statement of Work.
- 1.2. Responsibilities. Each party agrees to perform its respective responsibilities identified below in a timely and diligent manner. Customer acknowledges and agrees that CHC's performance of the Services described herein is dependent upon Customer's performance of its responsibilities as set forth in this Statement of Work.
 - 1.2.1. CHC Responsibilities. As part of the CHC's Supplemental Payment Assistance Services, CHC's responsibilities under this Statement of Work will include:
 - (a) Advising and assisting Customer with enrolling in the Public Emergency Medical Transportation (hereinafter referred to as the "PEMT");
 - (b) Managing the program applications and required cost reports for Customer in accordance with the PEMT;
 - (c) Managing the PEMT pre-cost report submittal process for Customer, which may also include:
 - Developing and submitting the Provider Approval materials to the Florida Health and Human Services Commission (HHSC) on behalf of Customer;
 - Receiving the Provider Approval from HHSC for Customer's participation in the PEMT,
 - Developing and submitting the Cost Allocation Model and Report to HHSC on behalf of Customer for review as part of the PEMT;
 - Changing and finalizing the Cost Allocation Model during HHSC's review of the Cost Allocation Model and Report, to meet HHSC's requirements to move forward with the cost report submittal.
 - (d) Assisting Customer in developing cost models for emergency and non-emergency transports for submission to PEMT;
 - (e) Assisting Customer with submitting other annual reports as my required by the PEMT;
 - (f) Ensuring that cost report preparer(s) engaged on behalf of Customer by CHC are certified in accordance with all applicable rules, laws and regulations; and
 - (g) Ensuring that it utilizes separate staff for all billing and cost report preparation services provided to Customer.
 - 1.2.2. Customer Responsibilities. Customer acknowledges and understands that inaccurate or false data submissions, even inadvertent ones, can lead to a false claim charge or Medicaid program exclusion. Therefore, Customer agrees that it will use best efforts to:

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

2. INDEMNIFICATION

Customer will indemnify and hold harmless CHC and its affiliates, employees and agents from and against, and at the option of CHC (or any of its affiliates, employees or agents) defend against, at Customer's sole expense, all claims, liabilities, damages, losses and expenses as they are accrued, including court costs and fees and expenses of attorneys, expert witnesses and other professionals, arising out of, relating to or resulting from: any breach or alleged breach of any representation, warranty, covenant or obligation of Customer pertaining to the PEMT; and any alleged negligent act or omission or intentional misconduct of Customer or Customer's employees or agents or subcontractors related to any of Customer's obligations pertaining to the PEMT.



Please send payments to:
 ESO Solutions, Inc.
 PO Box 738310
 Dallas, TX 75373-8310

Invoice

Date: 12/2/2023
Invoice # ESO-127992
Terms Net 30
Due Date 1/1/2024
PO#

Bill To

Change Healthcare
 3131 Newmark Dr Ste 100
 Miamisburg OH 45342-5400
 United States
valeria.julia@changehealthcare.com

Ship To

Hollywood Fire Rescue
 2741 Stirling Road
 Hollywood
 FL 33312
 US

Item	From	To	QTY	UOM	Total
Telestaff Integration Integration with Telestaff Rostering to place staff on the appropriate calls.	1/1/2024	12/31/2024	25,000	Incidents	USD \$2,395.14
ESO Fire Incidents Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.	1/1/2024	12/31/2024	6	Stations	USD \$5,694.80
ESO EHR Suite Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.	1/1/2024	12/31/2024	25,000	Incidents	USD \$31,556.79
EHR Cardiac Monitor Integration Cardiac monitors integration. Allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Unlimited connections.	1/1/2024	12/31/2024	25,000	Incidents	USD \$1,749.06
EHR Billing Interface Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included.	1/1/2024	12/31/2024	25,000	Incidents	USD \$0.00
EHR CAD Integration Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.	1/1/2024	12/31/2024	25,000	Incidents	USD \$3,687.32
EHR - Handtevy Integration Handtevy to EHR integration.	1/1/2024	12/31/2024	25,000	Incidents	USD \$918.37
EHR CARES Extract Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included.	1/1/2024	12/31/2024	25,000	Incidents	USD \$918.37



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 ESO Solutions, Inc.
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 Dallas, TX 75373-8310

Invoice

Date: 12/2/2023
Invoice # ESO-127992
Terms Net 30
Due Date 1/1/2024
PO#

Invoice Message:

ACH/EFT bank information:
 JP Morgan Chase
 Routing: 111000614
 Account Number: 577211926

Check Remittance lockbox address:
 ESO Solutions, Inc.
 PO Box 738310
 Dallas, TX 75373-8310

Total (Without Tax):	USD \$46,919.85
Tax:	USD \$0.00
Grand Total:	USD \$46,919.85
Amount Paid/Credit:	USD \$46,919.85
Total Recurring:	USD \$46,919.85
Total One-Time:	
Invoice Balance:	USD \$0.00

Please submit payment remittances to accountsreceivable@eso.com to ensure correct invoice application.

Amounts invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact: AccountsReceivable@eso.com 866-766-9471 option 8

Tax ID: 36-4566209

ESO will never e-mail you soliciting payment information. Please call us or e-mail AccountsReceivable@eso.com if you have any questions or wish to make a change.

This invoice presents the total net price of the product(s) and/or service(s) which is inclusive (net) of any discount. As the buyer of such product(s)/service(s), you may have additional reporting obligations to federal or state health care programs (including pursuant to 42 CFR 1001.952(h)) and/or upon inquiry by the HHS Secretary or other state or federal agencies. As the buyer, you must adhere to any other relevant federal or third-party payer requirements.

Pay Online

[For a 3% fee, pay via Card](#)

Direct Card Payment Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/6316337?amount=0

[Pay via Online Bank Transfer](#)

Direct Bank Transfer Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/6316337?card=false

Quotation

Axene Continuing Education, LLC
2907 Whirlaway Ct
Celina, TX 75009

billing@axenece.com
+1 (951) 294-0841
http://www.axenece.com



Bill to

Simon Serrao
Hollywood Fire Rescue
2741 Stirling Road
Hollywood, FL 33312

Estimate details

Estimate no.: 1016
Estimate date: 10/02/2024
Expiration date: 01/10/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	01/01/2025	Group License - Fire Department	Annual Subscription-1/1/25-12/31/25 3rd Party LMS Integration (Vector)	236	\$75.00	\$17,700.00
2.	10/01/2024	Group License - Fire Department	Discount-First Year Subscription **Renewal rate at \$75/User**	1	-\$7,800.00	-\$7,800.00
					Total	\$9,900.00

Note to customer

Please allow at least 15 "business days" from receipt of payment to start date for onboarding information to be complete.

Expiry date 01/10/2025

Accepted date

Accepted by



INSIGHT DIRECT USA INC
 2701 E INSIGHT WAY
 CHANDLER AZ 85286-1930
 Tel: 800-467-4448

SOLD-TO PARTY 10625444

UNITEDHEALTH GROUP
 PO BOX 1459
 MINNETONKA MN 55345-0459

SHIP-TO

UNITEDHEALTH GROUP
 9900 BREN RD E
 ARIBA
 MINNETONKA MILLS MN 55343

We deliver according to the following terms:

Payment Terms : Net 40 Days
Ship Via : United Parcel Services/Ground
Terms of Delivery : FOB ORIGIN
Currency : USD

Quotation	
Quotation Number	: 0227842144
Document Date	: 09-OCT-2024
PO Number	:
PO Release	:
Sales Rep	: David Voss
Email	: DAVID.VOSS@INSIGHT.COM
Phone	: +16515236107
Sales Rep 2	: Anthony Dimarco
Email	: ANTHONY.DIMARCO@INSIGHT.COM
Phone	: +16515236104

Material	Material Description	Quantity	Unit Price	Extended Price
VSC16PJAB4BG	Getac V110 G7 - 11.6" - Intel Core i5 1235U - 16 GB RAM - 256 GB SSD	22	3,758.83	82,694.26
GE-SVTBNFX5Y	Getac Bumper to Bumper + Extended Warranty - extended service agreement - 2 years - 4th/5th year - pick-up and return	22	521.26	11,467.72
			Product Subtotal	82,694.26
			Services Subtotal	11,467.72
			TAX	8,027.31
			Total	102,189.29

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

David Voss
 +16515236107
DAVID.VOSS@INSIGHT.COM
 Fax 6515236101

Anthony Dimarco
 +16515236104
ANTHONY.DIMARCO@INSIGHT.COM

**Equipment Amortization Chart for
 City of Hollywood**

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

Remaining months	Reimbursement amount
36	\$ 102,189.29
35	\$ 99,350.70
34	\$ 96,512.11
33	\$ 93,673.52
32	\$ 90,834.93
31	\$ 87,996.34
30	\$ 85,157.75
29	\$ 82,319.16
28	\$ 79,480.56
27	\$ 76,641.97
26	\$ 73,803.38
25	\$ 70,964.79
24	\$ 68,126.20
23	\$ 65,287.61
22	\$ 62,449.02
21	\$ 59,610.42
20	\$ 56,771.83
19	\$ 53,933.24
18	\$ 51,094.65
17	\$ 48,256.06
16	\$ 45,417.47
15	\$ 42,578.88
14	\$ 39,740.28
13	\$ 36,901.69
12	\$ 34,063.10
11	\$ 31,224.51
10	\$ 28,385.92
9	\$ 25,547.33
8	\$ 22,708.74
7	\$ 19,870.14
6	\$ 17,031.55
5	\$ 14,192.96
4	\$ 11,354.37
3	\$ 8,515.78
2	\$ 5,677.19
1	\$ 2,838.60