

**AGREEMENT BETWEEN
CITY OF RIVIERA BEACH
AND
ADVANCED DATA PROCESSING, INC.
FOR RESCUE AMBULANCE BILLING & RELATED PROFESSIONAL SERVICES**

THIS AGREEMENT, hereinafter "Agreement", made and entered into this day of June, 2004 by and between CITY OF RIVIERA BEACH, a political subdivision of the State of Florida, with principal offices located at 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 hereinafter referred to as the "CITY", and Advanced Data Processing, Inc., a Delaware Corporation with principal offices located at 520 NW 165 Street, Suite 201, Miami, Florida 33169, hereinafter referred to as the "CONTRACTOR".

WHEREAS, Leon County posted an Invitation to Bid, hereinafter the "Bid" for ambulance billing and related services, the terms of which are incorporated herein by reference; and

WHEREAS, CONTRACTOR was the successful responsible bidder; and

WHEREAS, the Bid allowed for and encouraged the successful bidder to extend such terms and conditions to other governmental agencies; and

WHEREAS, CONTRACTOR desires to extend such to the CITY.

NOW, THEREFORE, the parties hereto agree as follows:

1. DEFINITION OF THE PROJECT. The objective of the project is to utilize the services of the CONTRACTOR to provide the CITY with ambulance billing and related services.

2. SCOPE OF SERVICES. The CONTRACTOR shall perform and carry out the work tasks presented in CONTRACTOR'S Scope of Work (Exhibit B), as summarized herein. All payments shall be paid directly to 'CITY OF RIVIERA BEACH' or via "Locked-Box" facility as directed by the CITY.

3. TIME OF PERFORMANCE. This Agreement shall be effective for a three-year period from November 1, 2004 through October 31, 2007, under the terms and conditions contained herein unless otherwise terminated. This Agreement shall be renewable be renewable for two (2) separate additional one (1) year terms upon the mutual agreement of the parties hereto.

4. CHANGES. The CITY reserves the right to request changes in the services within the general scope of the Agreement to be performed upon mutual agreement by the CITY and CONTRACTOR which shall specify, in writing, the change ordered and the adjustment of time and compensation required therefore.

Any services added to the scope of this Agreement a change order shall be executed in compliance with all other applicable conditions of this Agreement. No claim

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for additional compensation or extension of time shall be recognized unless contained in the duly executed change order.

The CONTRACTOR shall provide to the CITY a monthly invoice representing fees for the services provided computed as follows:

Seven percent (7%) of all monies collected by CONTRACTOR, excluding Medicaid accounts, during the previous month. Pursuant to Section 409.913(9), Florida Statutes CONTRACTOR will include in the same invoice an amount of \$11.40 per Medicaid account for providing all billing services related to such accounts processed in the previous month and an amount of \$300 per month for providing billed patient with the required HIPAA-compliant Privacy Notice per Scope of Work (Exhibit B) as summarized herein. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

The CITY shall bear the cost of any and all Lock-box services. All other costs incurred by CONTRACTOR in the performance of services as specified herein (including, but not limited to postage, materials, communications and phone costs and, other operating costs) shall be borne by the CONTRACTOR.

5. REPORTS. The CONTRACTOR shall provide the CITY with status reports as set forth in Exhibit B and other reports as mutually agreed. The CONTRACTOR shall also provide changes to such reports and ad hoc report requests on a reasonable basis and as mutually agreed.

6. DATA TO BE FURNISHED BY CITY. The CITY will make available to the CONTRACTOR, for use in performance of services under this Agreement, all available reports, studies or any other materials in its possession that may be useful to the CONTRACTOR. All material furnished by the CITY will not be disclosed to any party without the CITY's prior written approval.

7. INDEPENDENT CONTRACTOR. The CONTRACTOR is an independent contractor and not an employee or agent of the CITY with the following exception:

To the extent necessary to fulfill its billing and collection efforts under the Agreement, the CONTRACTOR is authorized to sign for the CITY *in an administrative capacity only* the following types of standard forms and correspondences only: probate filings; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of the CITY; and insurance filings and related forms. The CONTRACTOR has no authority to sign any document that imposes any liability on the CITY.

The CONTRACTOR shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of service by CONTRACTOR. The CONTRACTOR shall be fully responsible for all matters relating to payment of employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters. The CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

8. INDEMNIFICATION. The CONTRACTOR shall indemnify, hold harmless and save the CITY from any and all claims, losses, liabilities and causes of actions which may arise out of the performance of this Agreement as a result of an act of negligence or willful misconduct of the CONTRACTOR, its subcontractors, or agents. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith and shall pay all costs and judgments which may issue thereon, including, but not limited to, attorney's fees and expenses.

The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time.

9. INSURANCE. The CONTRACTOR shall maintain the following insurance coverage:

- 1) Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440 and applicable Federal Acts as they may be amended from time to time;
- 2) General Liability insurance in an amount no less than \$1,000,000 per occurrence;
- 3) Coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivables, contracts and independent contractors and, valuable documents in an amount no less than \$100,000 aggregate;
- 4) Liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000; and
- 5) Professional liability coverage in the amount of \$500,000.

Where applicable all coverage above shall be amended with CITY OF RIVIERA BEACH named as an additional insured. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail. Prior to commencing work, the CONTRACTOR shall provide CITY with certified copies of all insurance policies providing coverage as required. Any indemnification provisions in this Agreement are separate and apart and in no way limited by the insurance amounts stated above.

10. OWNERSHIP OF DOCUMENTS. CONTRACTOR shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. The CONTRACTOR agrees that any and all documents, records, disks, and electronic data produced in the performance of this Agreement shall be the sole property of the CITY, including all rights therein of whatever kind except as may otherwise be provided hereinafter.

11. ATTACHMENTS. The following named attachments are made an integral part of this Agreement:

- A. Business Associate Agreement (**Exhibit A** attached hereto and made a part hereof),
- B. Scope of Work (**Exhibit B** attached hereto and made a part hereof),

Where terms, conditions or scope of services stated in either this Agreement or the above attachments conflict, this Agreement and any superseding Amendments thereof shall prevail.

12. TERMINATION. The CITY may terminate this Agreement at any time with or without cause, upon thirty (30) days written notice to the CONTRACTOR.

Upon termination, the CONTRACTOR shall submit an invoice to the CITY in an amount that represents the fees for services actually performed or obligations incurred for which the CONTRACTOR has not been previously compensated to the date of effective termination. Upon payment of the sum found due, the CITY shall be under no further obligation to the CONTRACTOR, financial or otherwise.

13. UNCONTROLLABLE FORCES. Neither the CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable nor which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14. JURISDICTION, VENUE and CHOICE OF LAW. All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the laws of the State of Florida. Any legal action by either party against the other concerning this Agreement shall be filed in Palm Beach County, Florida which shall be deemed proper jurisdiction and venue for the action.

15. PIGGYBACK. In as much as Leon County, through proper solicitation of vendors did perform and demonstrate due diligence in its process for the selection of a Contractor for similar services as those of this Agreement and; through such process did select Advanced Data Processing, Inc. "CONTRACTOR" and; establish an agreement with CONTRACTOR for such services; THEREFORE, it is hereby a precondition of any part of this Agreement that, the Terms of CONTRACTOR's Agreement with Leon County shall be extended to the CITY including any modifications, amendments or exclusions for the term of the referenced agreement. Effectively, this allows the CITY to piggyback

the agreement with Leon County. Where the Current Agreement conflicts with the Terms of the Piggyback Agreement, the Terms of the Current Agreement shall prevail.

16. ASSIGNMENT OF CONTRACT. The CONTRACTOR shall not sell, transfer, assign or otherwise dispose of this Agreement or any part thereof or work provided therein, or of its right, title or interest therein, unless otherwise provided in the Agreement, without express prior written consent by the CITY which the CITY will not unreasonably withhold.

17. NOTICES. Delivered or mailed to such party at their respective addresses as follows:

To the **CITY**:

Troy F. Perry, Fire Chief
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404

To the **CONTRACTOR**:

Brad Williams
Vice President of Finance
Advanced Data Processing, Inc.
520 NW 165 Street Road, Suite 201
Miami, Florida 33169

18. REPRESENTATION AND WARRANTY. CONTRACTOR represents that it is familiar with and agrees to follow all Federal, State and Local Laws including, but not limited to, Public Records Laws and those laws and statutes applicable to discrimination.

19. ENTIRE CONTRACT. This Agreement contains the entire agreement between the parties. The CONTRACTOR represents that in entering into this Agreement it has not relied on any previous oral and/or implied representations, inducements or understandings of any kind or nature.

20. TERMINOLOGY AND CAPTIONS. All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Agreement" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Agreement in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Agreement, nor shall such headings affect the meaning or interpretation of this Agreement.

21. WAIVER. Failure of the CITY to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of the CITY'S right to enforce or exercise said right(s) at any time thereafter.

22. PREPARATION. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

23. ENFORCEMENT COSTS. If any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

24. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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IN WITNESS OF THE FOREGOING, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

CONTRACTOR:
Advanced Data Processing, Inc.

By: _____


DOUG SHAMMON
PRESIDENT

CITY:
City of Riviera Beach,
a Florida Municipal Corporation

By: _____


Mayor Michael D. Brown
CITY MAYOR

ATTEST:

By: _____

 10/20/2004
Carrie E. Ward, MMC, CRM
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____


Troy F. Perry
Fire Chief

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY: _____


Pamala H. Ryan,
City Attorney

Date: _____

10/4/04

Exhibit A

Business Associate Agreement

1. ADPI shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the Billing Services provided hereunder. In conformity therewith, ADPI agrees that it will:
 - a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
 - c. To mitigate, to the extent practicable, any harmful effect that is known to ADPI of a use or disclosure of PHI by ADPI in violation of this Agreement;
 - d. Report to the City any use or disclosure of PHI not provided for by this Agreement of which ADPI becomes aware;
 - e. Ensure that any agents or subcontractors to whom ADPI provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to ADPI with respect to such PHI;
 - f. Make PHI available to the City and to the individual who has a right of access as required under HIPAA within 30 days of the request by the City regarding the individual;
 - g. Incorporate any amendments to PHI when notified to do so by the City;
 - h. Provide an accounting of all uses or disclosures of PHI made by ADPI as required under the HIPAA privacy rule within sixty (60) days;
 - i. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining ADPI's and the City's compliance with HIPAA; and
 - j. At the termination of the Agreement, return or destroy all PHI received from, or created or received by ADPI on behalf of the City, and if return is infeasible, the protections of this Agreement will extend to such PHI.
2. The specific uses and disclosures of PHI that may be made by ADPI on behalf of the City include:

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- a. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the City to its patients;
 - b. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
 - c. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by the City to its patients or to appeal denials of payment for same;
 - d. Uses required for the proper management of ADPI as business associate;
 - e. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.
3. Notwithstanding any other provisions of this Agreement, the Agreement may be terminated by the City if ADPI has violated a term or provision of this Agreement pertaining to ADPI's material obligations under the HIPAA privacy rule, or if ADPI engages in conduct which would, if committed by the City, result in a violation of the HIPAA privacy rule by the City.

Exhibit B: Scope of Services

Contractor shall provide complete medical billing and accounts receivable management services for City's ambulance services in accordance with Contractor's responsibilities outlined below.

Contractor's Responsibilities:

Contractor will provide timely and accurate billing services for emergency medical treatment and transport services utilizing information provided by the City and information obtained from other reliable sources including:

All services will be provided as stated in the Proposal. The following is a summary of these responsibilities:

1. Provide billing and collection services to the City Emergency Medical Services transport, as required on a case-by-case basis, with emphasis on accelerated turnaround between services provided and payment received.
2. The price bid herein shall include all expenses of billing and collection including, but not limited to, stationary, fax, forms, envelopes, mailing, postage and telecommunications/phone facilities/charges.
3. Ensure that all required documentation and agreements with payors (e.g. Medicare, Medicaid, Champus, etc.) are filed and maintained and that the City is kept apprised of important changes to industry regulations.
4. Contractor agrees that it will be knowledgeable of different industry insurance plans and will ensure that every billable charge is pursued.
5. Provide reasonably necessary training periodically to the City's EMS and/or the City Fire Rescue Paramedics personnel regarding the gathering of the necessary information and proper completion of run tickets. Contractor in corroboration with other municipalities has already put together a video-based training program for this purpose.
6. Provide prompt submission of Medicare, Medicaid and insurance claims (within 72 hours) after receiving completed run ticket, which shall be Contractor's notice to commence the billing/collection service including keeping logs confirming all electronic submissions. Secondary insurance provider claims shall be submitted after the primary insurance provider has paid. Contractor shall follow-up on rejected and inactive claims and establish payor remittance accounts and procedures. ✓
7. Utilize most up-to-date knowledge and information with regard to coding procedures, assigning of ICD-9 diagnostic codes and proper preparation of electronic and paper insurance filings to ensure compliance with applicable Federal, State and local regulations.
8. Reconcile the number of transports collected with those transmitted to Contractor and contact the City to report any discrepancies.

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9. Contractor shall provide a designated liaison for patient/payor concerns.
10. Provide survey questionnaires or mail inserts to patients at the City's request.
11. Provide all customer-related inquiry services and prepare additional third-party claims or patient payment arrangements based on this information exchange. Provide a toll free telephone number for patients to be answered as designated by the City.
12. Facilitate proper security of confidential information and proper shredding of all disposed materials containing such proprietary information.
13. Visit hospitals and/or establish with hospitals arrangement to obtain/verify patient insurance and contact information.
14. Respond to any City or patient inquiry or questions within two (2) business days.
15. The Contractor's will respond to an emergency request for information within four (4) hours.
16. Treat as confidential any records of care or treatment of patients solely for the purpose of processing and collecting claims and shall not release any such information in any legal action, business dispute or competitive bidding process.
17. Use of proprietary systems, procedures or techniques as required to achieve higher collection rates and improved cash flow.
18. Maintain appropriate accounting procedures for reconciling all deposits, receivables, billings, patient accounts, adjustments and refunds.
19. Contractor will provide access to the City for all requested information in order for the City to perform appropriate and periodic audits.
20. Provide timely comprehensive reports facilitating all required aspects of monitoring, evaluating, auditing and managing the services provided and the interface between the City and the Contractor.
21. Process refund requests providing the City with documentation substantiating each refund processed.
22. Provide the City with all unpaid invoices along with the complete processing history once collection efforts are exhausted.

Specific Scope Compliance

The Contractor will provide the following specific services:

1. Assign billing patient numbers providing cross-reference to the City's assigned transport numbers.
2. Responsible for obtaining all necessary rescue and insurance information.
3. Provide accurate coding of procedures and diagnosis and correlation of rescue documentation.

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4. Annually make recommendations for fee schedule changes, regularly advise on changes in statutes and industry regulations.
5. Respond to all patients' requests and inquiries, either written or verbal.
6. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.
7. Mail requested citizen satisfaction survey.
8. Provide for facilities to permit real-time read only electronic look-up access to Contractor's system to obtain patient data and billing information.
9. The Contractor will implement a system where all permanent records (paper or electronic) will be maintained in an electronic format that is readily accessible by the City's personnel and meets all federal and state requirements for maintaining patient medical records.
10. Maintain daily deposit control sheets and original documentation.
11. In addition to any other report requirements, Contractor will provide the City with weekly aging balance reports by payor.
12. Contractor will provide on-site training on agency set-up, data collection procedures and the use of any mechanisms or equipment provided. Contractor will provide a training program for the City's use in orienting new employees. Contractor shall provide annual continuing education module for use with field personnel on data collection. Continuing education may be accomplished either on site or through a web enabled distance learning system.
13. Contractor shall implement and comply with a Compliance Plan consistent with the intent and activities included in the U.S. Office of Inspector General (OIG) Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998).

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City's Responsibilities:

1. City will provide Contractor with patient encounter information on a timely basis and in sufficient detail to support diagnosis and procedure coding. City will also provide patient demographic information necessary for accurate patient identification including name, address, social security number, date of birth, and telephone number. Where possible, the City will obtain and provide Contractor with patient health insurance, auto insurance, or other insurance information.
2. City will provide Contractor with necessary documents required by third parties to allow for the electronic filing of claims by Contractor on the City's behalf.
3. City will provide Contractor with its approved billing policies and procedures including fee schedules and collection protocols. City will be responsible for engaging any third party collection service for uncollectible accounts after Contractor has exhausted its collection efforts.
4. City will timely process refunds identified by Contractor for account overpayments.
5. City will provide a Lock Box address to Contractor and will instruct Lock Box provider to forward all Lock Box documents to Contractor for processing.
6. City will cooperate with Contractor in all matters to ensure proper compliance with laws and regulations.