

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/01/2020

Contract/Lease Control #: C14-2179-PS

Bid #: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: INTERMEDIX

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2020

Expiration Date: MONTH-TO-MONTH

Description of Contract/Lease: EMS AMBULANCE BILLING SERVICES

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed:

cc: BCC RECORDS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Willis Towers Watson Southeast, Inc.  
c/o 26 Century Blvd  
P.O. Box 305191  
Nashville, TN 372305191 USA

**CONTACT NAME:** Willis Towers Watson Certificate Center  
**PHONE (A/C No. Ext):** 1-877-945-7378 **FAX (A/C No.):** 1-888-467-2378  
**E-MAIL ADDRESS:** certificates@willis.com

**INSURED**  
Intermedix Corporation, a Subsidiary of RI RCM Inc.  
401 North Michigan Avenue, Suite 630  
Chicago, IL 60611

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Phoenix Insurance Company	25623
INSURER B: Travelers Indemnity Company	25658
INSURER C: Federal Insurance Company	20281
INSURER D: Sentry Casualty Company	28460
INSURER E:	
INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:** N21138830                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	630 9K455493	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y Y	BA 9K463143	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	93649147	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A Y	(AS) 9021135001	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Workers Compensation/ Employers Liability - (HI,MI) Per Statute		(HI, MI) 9021135002	06/01/2021	06/01/2022	E.L. Each Accident \$1,000,000 E.L. Disease-Ea Empl \$1,000,000 E.L. Disease-Pol Lmt \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Okaloosa County Board of County Commissioners and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County are included as Additional Insureds as respects to General Liability, Auto Liability and Umbrella Liability.

General Liability policy shall be Primary and Non-contributory with any purchased by Additional Insureds.

**CONTRACT#: C14-2179-PS**  
**INTERMEDIX**  
**EMS AMBULANCE BILLING SERVICES**  
**EXPIRES: MONTH-TO-MONTH**

**CERTIFICATE HOLDER**  
  
Okaloosa County Board of County Commissioners  
5479A Old Bethel Rd.  
Crestview, FL 32536

**CANCELLA**  
SHOULD AN THE EXPI... ACCORDANCE WITH THE POLICY PROVISIONS.  
  
**AUTHORIZED REPRESENTATIVE**  
*Melody A. Meyer*

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C14-2179-PS Tracking Number: 407820  
Procurement/Contractor/Lessee Name: R1 Grant Funded: YES \_\_\_ NO X  
Purpose: Renewal - monthly  
Date/Term: month-to-month  
Department #: 4500  
Account #: 342601  
Amount: Revenue based  
Department: PS Dept. Monitor Name: Modder

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 7-14-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr

**2CFR Compliance Review (if required)**

Approved as written: NO Federal funds Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 7-14-2020  
\_\_\_\_\_ Edith Gibson or Karen Donaldson  
Risk Manager or designee

**County Attorney Review**

Approved as written: see email attached Date: 7-21-2020  
\_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee  
County Attorney

**Department Funding Review**

Department funding confirmed: \_\_\_\_\_ Date: \_\_\_\_\_

**DeRita Mason**

---

**From:** Lisa Price  
**Sent:** Tuesday, July 14, 2020 10:44 AM  
**To:** DeRita Mason  
**Subject:** RE: Amendment to C14-2179-PS

Approved, no insurance element.

Thank you,

Lisa Price  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



*Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, July 14, 2020 8:53 AM  
**To:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** Amendment to C14-2179-PS

Please review and approve.

Thank you,

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, July 21, 2020 7:27 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Amendment to C14-2179-PS

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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---

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Tuesday, July 21, 2020 8:25 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** RE: Amendment to C14-2179-PS

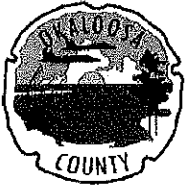
Good morning,

See updated amendment.

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road



## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** September 29, 2020  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Patrick Maddox  
**SUBJECT:** Advanced Data Processing, Inc., EMS Billing Contract 5th Amendment  
**DEPARTMENT:** Public Safety  
**BCC DISTRICT:** All

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**STATEMENT OF ISSUE:** The Public Safety Department requests approval of Amendment #5 for Emergency Medical Services (EMS) billing services with Advanced Data Processing, Inc., a subsidiary of R1.

**BACKGROUND:** In 2014, Contract #C14-2179-PS with Advanced Data Processing, Inc. (ADPI), a subsidiary of R1, was approved by the Board for EMS billing services. Amendment #5 is effective on October 1, 2020, and extends the contract month-to-month until the County provides 30 days written notice of termination to ADPI.

Okaloosa County entered into a new contract with Digitech Computer, LLC, to provide EMS billing services beginning on October 1, 2020. The amendment to the contract with ADPI will allow the new vendor time to get all accounts transferred over to the new vendor. The amendment also addresses termination of the TripTix program provided by ADPI and states that the devices currently being used to prepare reports will be returned within 10 days.

Payments for this service are solely based on billings amounts performed by the Company and subsequently received by the County. There are not any new costs expected to be generated by approving this time extension.

**FUNDING SOURCE:**

Department #4500  
Account #534206  
Amount \$150,000

**OPTIONS:** Approve or Disapprove.

**RECOMMENDATIONS:** Recommend approval of Amendment #5 to the contract with Advanced Data Processing, Inc., a subsidiary of R1, for EMS billing services.

  
Patrick Maddox, Director 9/21/2020

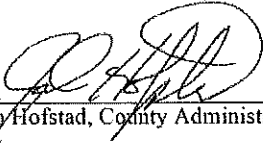
**RECOMMENDED BY:**



**FIFTH AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF R1 RCM INC. CONTRACT NO. C14-2179-PS**

This Fifth Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Advanced Data Processing Inc., a subsidiary of R1 RCM Inc., (the "Contractor") executed this 29 day of September 2020 with an effective date of October 1, 2020 ("Amendment Effective Date") is made a part of the Agreement dated May 19, 2014, Contract No. C14-2179-PS, as amended (the "Agreement"), incorporated herein by reference. County and Contractor may individually be referred to as the "Party" and collectively as the "Parties". The Parties hereby agree as follows:

1. **OPTION TO RENEW.** The Parties hereby wish to renew the Agreement on a monthly basis to allow the new vendor time to get all accounts transferred over properly to the new vendor under contract.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence October 1, 2020 and shall continue from month-to-month until the County provides a thirty (30) day written notice of termination to Contractor.
3. **TERMINATION OF TRIP TIX PROGRAM.** As of Amendment Effective Date,
  - a. the TripTix Program is terminated and Section 13(b), reference to Exhibit D TripTix Program, is deleted.
  - b. Exhibit D TripTix Program is deleted in its entirety.
  - c. County shall immediately discontinue use of TripTix Product, return all forty (40) Product Units within ten (10) calendar days and certify in writing to Contractor that all copies, extracts or derivatives of any item comprising the Product have been delivered to Contractor or destroyed in accordance with Contractor's instructions, pursuant to Exhibit D, Section 5.04 Obligations Following Termination.
4. **COMPENSATION.** Compensation for this renewal term:
  - a. All references to TripTix ePCR Services and TripTix ePCR Services – Wireless Service in Section 5.01 Fees shall be deleted in their entirety.
  - b. All references to EMS Billing Services shall stay the same as set forth in Section 5 of the Agreement ("Compensation") and/or any amendments thereto.
5. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the Parties, dated May 19, 2014, and any amendments thereto, shall remain in full force and effect.
6. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

  
\_\_\_\_\_  
John Hofstad, County Administrator

9/21/2020

**APPROVED BY:**





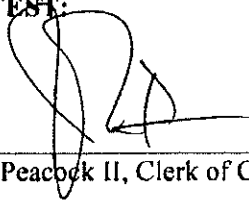
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

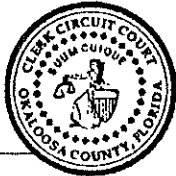
ADVANCED DATA PROCESSING, INC.,  
A SUBSIDIARY OF R1 RCM Inc.:

  
Signature

TITLE: EVP, Physician Services

Vijay Kotte  
Print Name

ATTEST:  
  
J.D. Peacock II, Clerk of Courts



OKALOOSA COUNTY, FLORIDA

BY:   
Robert A. "Trey" Goodwin, III, Chairman



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/29/2014

Contract/Lease Control #: C14-2179-PS

Bid #: EMS 23-14

Contract/Lease Type: CONTRACT

Award To/Lessee: INTERMEDIX

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/20/2014

Term: 09/30/2016 W/2-ONE YR RENEWALS

Description of Contract/Lease: EMS AMBULANCE BILLING SERVICES

Department: PS

Department Monitor: VILLANI

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: DVILLANI@CO.OKALOOSA.FL.US

Closed: \_\_\_\_\_

cc: Finance Department Contracts & Grants Office



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Virginia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Intermedix Corporation, a Subsidiary of R1 RCM Inc. Attn: Scot Schwarting 401 North Michigan Avenue, Suite 2700 Chicago, IL 60611	<b>INSURER A:</b> Phoenix Insurance Company NAIC # 25623	
	<b>INSURER B:</b> Federal Insurance Company 20281	
	<b>INSURER C:</b> Charter Oak Fire Insurance Company 25615	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: W11509884 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	630 9K455493	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA 9K463143	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			93649147	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB 9K485239	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Okaloosa county EMS and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County is/are included as additional insured (except workers' compensation and professional) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.  
Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

Okaloosa county EMS  
Attn: Zan Fedorak  
Purchasing Department  
90 College Blvd East  
Niceville, FL 32578

CANCEL

SHOULD THE E ACCOR...  
AUTHORIZED REPRESENTATIVE  
*Melody H. Meyer*

CONTRACT#: C14-2179-PS  
INTERMEDIX  
EMS AMBULANCE BILLING SERVICES  
EXPIRES: 09/30/2020

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/16/2019

Contract/Lease Control #: C14-2179-PS

Procurement#: EMS 23-14

Contract/Lease Type: CONTRACT

Award To/Lessee: INTERMEDIX

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/20/2014

Expiration Date: 09/30/2020

Description of Contract/Lease: EMS AMBULANCE BILLING SERVICES

Department: PS

Department Monitor: VAUGHN

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: SVAUGHN@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C14-217473 Tracking Number: 3372-19  
Procurement/Contractor/Lessee Name: KI Unit Funded: YES \_\_\_ NO X  
Purpose: amendment  
Date/Term: 9-30-19  
Amount: \_\_\_\_\_  
Department: PS  
Dept. Monitor Name: Vaughn

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 5-8-19  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

**2CFR Compliance Review (if required)**

Approved as written: no prob for Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 5-7-19  
\_\_\_\_\_ Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached Date: 5-15-19  
\_\_\_\_\_ County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

---

**From:** Karen Donaldson  
**Sent:** Tuesday, May 07, 2019 9:27 AM  
**To:** DeRita Mason  
**Subject:** RE: C14-2179-PS R1 Amendment

This is approved for the insurance. It doesn't look like it has any renewals available to me...but the insurance is good.

thanks

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



*Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, May 7, 2019 8:15 AM  
**To:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>; Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** C14-2179-PS R1 Amendment

Please review and approve the attached.

Thank you,

DeRita



## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Wednesday, May 15, 2019 1:42 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: C14-2179-PS R1 Amendment

Thank you for finding the language. It is approved for legal purposes.

**Kerry A. Parsons, Esq.**



1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

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---

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Wednesday, May 15, 2019 2:37 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** RE: C14-2179-PS R1 Amendment

This language is under the second amendment on page 24 of the contract. It looks like it is good until 2020. I have attached the contract so that you can see exactly where I am looking at.

2. The Contract is hereby amended to authorize two (2) additional one (1) year extensions, after September 30, 2018, upon mutual consent of both parties in writing.

---

**From:** Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]  
**Sent:** Wednesday, May 15, 2019 1:32 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** RE: C14-2179-PS R1 Amendment

If that is the case, please find the language in a previous amendment that is not a "whereas" clause which authorizes more time. Generally, that is not permitted. I'm not sure if that is an accurate interpretation of that whereas clause, that is why I need you to find where, if so, it was actually amended.

**Kerry A. Parsons, Esq.**

**FOURTH AMENDMENT TO CONTRACT C14-2179-PS  
WITH R1 FOR EMS AMBULANCE BILLING SERVICES**

This Fourth Amendment made and entered into this 9th day of July, 2019, hereby renews and amends contract C14-2179-PS, dated May 19, 2014, by and between Okaloosa County, Florida, (hereinafter the "County") and Advanced Data Processing, Inc., a subsidiary of R1, with principal offices located at 401 N. Michigan Avenue, Suite 2700, Chicago, IL 60611 (hereinafter the "Contractor").

**WHEREAS**, on May 19, 2014, the County and Contractor entered into a contract, C14-2179-PS, for the provision of EMS Ambulance Billing Services (the "Contract"); and

**WHEREAS**, the initial term of C14-2179-PS expired on September 30, 2016, and provides for one (1) one (1) year renewal; and

**WHEREAS**, the parties amended the terms of the contract to authorize one final renewal; and

**WHEREAS**, the County requests termination of the FleetEyes service and associated fees stated in Section 5.01;

**WHEREAS**, the parties wish to amend and renew the contract to add new and updated general services insurance requirements attached hereto as Exhibit "A"; and

**WHEREAS**, the parties further wish to amend the contract to include certain incentive services as more fully described below.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to renew and amend C14-2179-PS as follows:

1. C14-2179-PS is hereby renewed for an additional term. This contract renewal period shall begin October 1, 2019, and will expire September 30, 2020.
2. FleetEyes service is terminated; however, all other subsections within Section 5.01 (EMS Billing Services, TripTix ePCR Services, and TripTix Web) remain in full force and effect.
3. The compensation under Section 5 of the contract is hereby amended to include the following incentive schedule as subsection 5.01.1 (Incentive Schedule):



<b>Targeted Overall County Collections within a 12-month Period</b>	<b>Incentive</b>
\$9,000,000	\$0
\$9,250,000	\$25,000
\$9,500,000	\$50,000
\$9,750,000	\$75,000

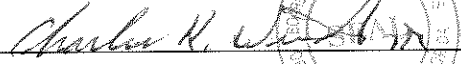
During the first quarter following an annual term of the contract, the County and Contractor shall review the collections and reconcile the estimated collections to actual collections for the preceding year. The amount of actual collections shall determine the incentive amount paid to the contractor. Nothing herein shall be interpreted as or considered a revenue guarantee; therefore, the Contractor will not be liable to the County for payment of any difference between actual collections achieved versus the Targeted Overall County Collections. All other provisions of the Contract shall remain in full force and effect.

4. C14-2149-PS is hereby amended to add updated general services insurance requirements attached hereto as Exhibit "A"; and incorporated herein.
5. **VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this Agreement, the Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section, this section shall be null and void.
6. All other provisions of the Contract shall remain in full force and effect.

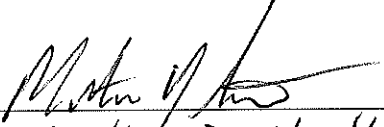
IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA

ADVANCED DATA PROCESSING, INC.,  
A SUBSIDIARY OF R1

By:   
Name: Charles K. Windes, Jr.  
Title: Chairman, Board of County Commissioners  
Date: JUL 09 2019



By:   
Name: Matthew D Strickler  
Title: EVP  
Date: 6/7/19

ATTEST:

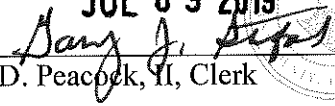
JUL 09 2019  
  
J.D. Peacock, II, Clerk



Exhibit "A"

**GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 08/01/2018

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

## **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

## **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability

- 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

**LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u><b>LIMIT</b></u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

**NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

**INDEMNIFICATION & HOLD HARMLESS**

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

### **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

### **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

### **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09-10-2018

Contract/Lease Control #: C14-2179-PS

Procurement#: EMS 23-14

Contract/Lease Type: CONTACT

Award To/Lessee: INTERMEDIX

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/20/2014

Expiration Date: 09/30/2019

Description of Contract/Lease: EMS AMBULANCE BILLING SERVICES

Department: PS

Department Monitor: VAUGHN

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: SVAUGHN@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office



**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C14-2179-PS Tracking Number: 3012-18  
Procurement/Contractor/Lessee Name: Intermedix Grant Funded: YES \_\_\_ NO X  
Purpose: amendment (renewal)  
Date/Term: 9-30-19  
Amount: Renewal  
Department: PS  
Dept. Monitor Name: Vaughn

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 8-10-18  
Purchasing Manager or designee Jeff Hyde, DeRita Mason

**2CFR Compliance Review (if required)**

Approved as written: no federal \$ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: add Cyber Liab + ETO to Ins. Reg's updated 8-16-18  
Krystal King Date: 8-16-18  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attach Date: 8-21-18  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, August 21, 2018 2:33 PM  
**To:** DeRita Mason  
**Cc:** Krystal King  
**Subject:** RE: OCEMS/Intermedix 3rd Amendment

The above referenced 3<sup>rd</sup> amendment is approved for legal purposes.

---

**From:** DeRita Mason [mailto:dmason@myokaloosa.com]  
**Sent:** Tuesday, August 21, 2018 8:59 AM  
**To:** Parsons, Kerry  
**Cc:** Krystal King  
**Subject:** FW: OCEMS/Intermedix 3rd Amendment

I think I sent this over, but haven't heard back, can you check the status for me.

---

**From:** Darrel Welborn  
**Sent:** Thursday, August 09, 2018 6:37 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Subject:** OCEMS/Intermedix 3rd Amendment

Attached please find the 3<sup>rd</sup> amendment for the Intermedix EMS Billing Contract.

Darrel Welborn, Captain  
OCEMS Interim Division Chief  
[dwelborn@myflorida.com](mailto:dwelborn@myflorida.com)  
Cell: 850-200-5521  
Office Direct: 850-651-4608  
EMS Admin: 850-651-7150  
Communications: 850-689-5755

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**CONTRACT#: C14-2179-PS  
INTERMEDIX  
EMS AMBULANCE BILLING SERVICES  
EXPIRES: 09/30/2019**

**THIRD AMENDMENT TO CONTRACT C14-2179-PS  
WITH INTERMEDIX FOR EMS AMBULANCE BILLING SERVICES**

This Third Amendment made and entered into this 1st day of October, 2018, hereby renews and amends contract C14-2179-PS, dated May 19, 2014, by and between Okaloosa County, Florida, (hereinafter the "County") and Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware Corporation with principal offices located at 6541 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308 (hereinafter the "Contractor").

**WHEREAS**, on May 19, 2014, the County and Contractor entered into a contract, C14-2179-PS, for the provision of EMS Ambulance Billing Services (the "Contract"); and

**WHEREAS**, the initial term of C14-2179-PS expired on September 30, 2016, and provides for two (2) one (1) year renewals; and

**WHEREAS**, the parties amended the terms of the contract to authorize two (2) additional one (1) year renewals; and

**WHEREAS**, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment attached hereto as Exhibit "A"; and

**WHEREAS**, the parties wish to amend and renew the contract to add new and updated general services insurance requirements attached hereto as Exhibit "B"; and

**WHEREAS**, the parties further wish to amend the contract to include certain incentive services as more fully described below.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to renew and amend C14-2179-PS as follows:

1. C14-2179-PS is hereby renewed for an additional term. This contract renewal period shall begin October 1, 2018, and will expire September 30, 2019.
2. All other subsections within Section 5.01 (EMS Billing Services, TripTix ePCR Services, TripTix Web and FleetEyes) remain in full force and effect
3. The compensation under Section 5 of the contract is hereby amended to include the following incentive schedule as subsection 5.01.1 (Incentive Schedule):

<b>Targeted Overall County Collections within a 12-month Period</b>	<b>Incentive</b>
\$9,000,000	\$0
\$9,250,000	\$25,000
\$9,500,000	\$50,000
\$9,750,000	\$75,000

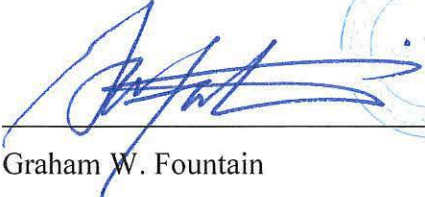
During the first quarter following an annual term of the contract, the County and Contractor shall review the collections and reconcile the estimated collections to actual collections for the preceding year. The amount of actual collections shall determine the incentive amount paid to the contractor. Nothing herein shall be interpreted as or considered a revenue guarantee; therefore, the Contractor will not be liable to the County for payment of any difference between actual collections achieved versus the Targeted Overall County Collections. All other provisions of the Contract shall remain in full force and effect.


4. Contractor agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "A", and incorporated herein.
5. C14-2149-PS is hereby amended to add updated general services insurance requirements attached hereto as Exhibit "B"; and incorporated herein
- 6 All other provisions of the Contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this renewal and amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA

ADVANCED DATA PROCESSING, INC.,  
A SUBSIDIARY OF INTERMEDIX CORP.,  
A DELAWARE CORPORATION

By:   
Name: Graham W. Fountain  
Title: Chairman, Board of County Commissioners  
Date: 9/7/18

By:   
Name: Brad Williams  
Title: Sr. Vice President  
Date: 08/24/2018

ATTEST:

  
J.D. Peacock, II, Clerk 

Standard Contract Clauses

**Exhibit "A"**

**Title VI Clauses for Compliance with Nondiscrimination Requirements**

**Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract for this contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)



- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b) (1) or (b) (2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
  - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-
- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

**EXHIBIT "B"**

**GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY**

REVISED: 02/08/2018

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

**WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site

connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability

- 4.) Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

**CYBER LIABILITY**

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

**INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence
5. Cyber Liability	\$1M per claim

**NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

## CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



C14-2179-PS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Virginia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 1-877-945-7378      FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Intermedix Corporation, a Subsidiary of R1 RCM Inc. Attn: Scot Schwarting 401 North Michigan Avenue, Suite 2700 Chicago, IL 60611	<b>INSURER A:</b> Phoenix Insurance Company      NAIC # 25623	
	<b>INSURER B:</b> Federal Insurance Company      20281	
	<b>INSURER C:</b> Charter Oak Fire Insurance Company      25615	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W6412012      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

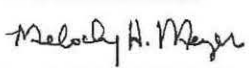
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	630 9K455493	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA 9K463143	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			93649147	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB 9K485239	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Okaloosa county EMS and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County is/are included as addi professional) where required by written contract. This insurance is p insurance and limited to liability arising out of the operations of t contract.

Waiver of subrogation is applicable where required by written contra

**Contract # C14-2179-PS  
INTERMEDIX  
EMS AMBULANCE BILLING SERVICES  
EXPIRES: 09/30/2018**

<b>CERTIFICATE HOLDER</b>	<b>CANCELL/</b>
Okaloosa county EMS Attn: Zan Fedorak Purchasing Department 90 College Blvd East Niceville, FL 32578	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 





# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
06/05/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Willis of Virginia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378	COMPANY Phoenix Insurance Company One Tower Square Hartford, CT 06183
FAX (A/C, No): 1-888-467-2378	E-MAIL ADDRESS: certificates@willis.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED Intermedix Corporation, a Subsidiary of R1 RCM Inc. Attn: Scot Schwarting 401 North Michigan Avenue, Suite 2700 Chicago, IL 60611 USA	LOAN NUMBER	POLICY NUMBER 630 9K455493
	EFFECTIVE DATE 06/01/2018	EXPIRATION DATE 06/01/2019
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:		

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED				BASIC	BROAD	X SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
	COVERAGE / PERILS / FORMS								
Building								\$4,000,000	\$5,000
Blanket Business Personal Property								\$61,914,282	\$5,000
Blanket Business Income & Extra Expense								\$45,000,000	24 Hours
Replacement Cost Valuation - Coinsurance Does Not Apply									
Covers Risks of Direct Physical Loss of or damage to Insured Property									

## REMARKS (Including Special Conditions)

--

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

NAME AND ADDRESS  Okaloosa county EMS Attn: Zan Fedorak Purchasing Department 90 College Blvd East Niceville, FL 32578	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE  <i>Melinda H. King</i>		

ACORD 27 (2016/03)

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SR ID: 16271463

BATCH: 736171

CERT: W6415817



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/08/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 Attn: FtLauderdale.CertRequest@marsh.com F:212-948-0512  101309-GAWU-PROF-17-18	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B : American Casualty Company Of Reading, Pa</td> <td>20427</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Insurance Company	35289	INSURER B : American Casualty Company Of Reading, Pa	20427	INSURER C : N/A	N/A	INSURER D :		INSURER E :		INSURER F :
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INSURER C : N/A	N/A														
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**                      **CERTIFICATE NUMBER:** ATL-003492316-25                      **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			6018302277	06/30/2017	06/30/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			6018302263	06/30/2017	06/30/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6018302294 (AOS)	06/30/2017	06/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N    N/A			6018302280 (CA)	06/30/2017	06/30/2018	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached)  
RE: EMS Rescue Billing Services, Contract # C99-0257-RS  
Okaloosa County is included as Additional Insured (except for Workers' Compensation) where required by written contract

**Contract # C14-2179-PS**  
**INTERMEDIX**  
**EMS AMBULANCE BILLING SERVICES**  
**EXPIRES: 09/30/2018**

<b>CERTIFICATE HOLDER</b> Okaloosa County EMS 90 College Blvd East Niceville, FL 32578	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc. Carmen Gordon <i>Carmen Gordon</i>

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08-03-2017

Contract/Lease Control #: C14-2179-PS

Bid #: EMS 23-14

Contract/Lease Type: CONTRACT

Award To/Lessee: INTERMEDIX

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/20/2014

Expiration Date: 09/30/2018

Description of Contract/Lease: EMS AMBULANCE BILLING SERVICES

Department: PS

Department Monitor: HENDERSON

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: AHENDERSON@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office


**PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C14-2179-PS Tracking Number: 2313-17  
Procurement/Contractor/Lessee Name: Intermedix Grant Funded: YES  NO   
Purpose: Second Amendment to Intermedix Contract  
Date/Term: 10/1/17 - 9/30/18  
Amount: \_\_\_\_\_  
Department: PS  
Dept. Monitor Name: Vause

1.  GREATER THAN \$50,000  
2.  GREATER THAN \$25,000  
3.  \$25,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

 Date: 7/25/17  
Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

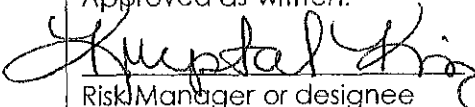
**2CFR Compliance Review (if required)**

Approved as written:

4 Date: \_\_\_\_\_  
Grants Coordinator Renee Biby

**Risk Management Review**

Approved as written:

 Date: 7-25-17  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written:

See Approval Noted Date: 7/25/17  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Contracts & Grants Office**

Document has been received:

\_\_\_\_\_ Date: \_\_\_\_\_  
Contracts & Grants Manager Marcella Eubanks, Mindy Kovalsky, Ashley Endris

## Matthew Young

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**From:** Lynn Hoshihara  
**Sent:** Friday, July 21, 2017 10:43 AM  
**To:** Matthew Young; Parsons, Kerry  
**Subject:** Re: Intermedix Contract  
**Attachments:** 7.21.17 Second Amendment to Intermedix Contract.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Matthew,

Attached is the final version of the Intermedix contract, which is approved as to legal sufficiency.

Thanks,  
Lynn

Lynn M. Hoshihara

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** Matthew Young  
**Sent:** Friday, July 21, 2017 10:49 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** FW: Intermedix Contract

Good Morning,

Busy morning it has been... When you have a moment, would you please review the attached and provide feedback on its content? Thank you, Ma'am.

Respectfully,



**Matthew Young**  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department

Tel: (850) 689-5960 : Fax: (850) 689-5970  
[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us) [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us)  
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

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*Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

**Contract # C14-2179-PS  
INTERMEDIX  
EMS AMBULANCE BILLING SERVICES  
EXPIRES: 09/30/2018**

**SECOND AMENDMENT TO CONTRACT C14-2179-PS  
WITH INTERMEDIX FOR EMS AMBULANCE BILLING SERVICES**

This Second Amendment made and entered into this 1st day of August, 2017, hereby amends contract C14-2179-PS, dated May 19, 2014, by and between Okaloosa County, Florida, (hereinafter the "County") and Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware Corporation with principal offices located at 6541 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308 (hereinafter the "Contractor").

**WHEREAS**, on May 19, 2014, the County and Contractor entered into contract C14-2179-PS, for the provision of EMS Ambulance Billing Services (the "Contract"); and

**WHEREAS**, the initial term of the Contract expired on September 30, 2016, and provides for two (2) one (1) year renewals; and

**WHEREAS**, the parties desire to amend the term of the Contract to authorize two (2) additional one (1) year extensions, after September 30, 2018, upon mutual consent of both parties in writing; and

**WHEREAS**, the parties further desire to amend the Contract to include certain revenue enhancement services as more fully described below.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Contract as follows:

1. The Contract is hereby renewed for an additional term. This contract renewal period shall begin October 1, 2017 and will expire September 30, 2018.

2. The Contract is hereby amended to authorize two (2) additional one (1) year extensions, after September 30, 2018, upon mutual consent of both parties in writing.

3. Section 5.01 Fees for TripTix Mobile and TripTix ePCR Services- Wireless Services is amended as follows:

**"TripTix Mobile** **1.40%** of Net Collections\*  
TripTix software, 40 Panasonic Toughbook CF-20 Includes 4 year warranty  
(WITHOUT wireless service)

**TripTix ePCR Services- Wireless Service**  
TripTix Mobile - Wireless Service Included for options **0.270%** of Net Collections\*  
1,2,3 above"

All other subsections within Section 5.01 (EMS Billing Services, TripTix ePCR Services, TripTix Web and FleetEyes) remain in full force and effect.

4. The Contract is hereby amended to include revenue enhancement services as set forth in Exhibit A.

5. The compensation under Section 5 of the Contract is hereby amended to include the following incentive and penalty schedule as subsection 5.01.1 (Incentive and Penalty Schedule):

“5.01.1 Incentive and Penalty Schedule

<b>Targeted Overall County Collections within a 12-month Period</b>	<b>Contractor Incentive/Penalty Fee %</b>	<b>Estimated Incentive/Penalty \$</b>
\$6,600,000	[-1.0%]	[-\$90,000]
\$6,850,000	[-0.75%]	[-\$65,625]
\$7,100,000	[-0.50%]	[-\$42,500]
\$7,350,000	[-0.25%]	[-\$20,625]
\$7,800,000	0%	\$0
\$8,250,000	0.25%	\$20,625
\$8,500,000	0.50%	\$42,500
\$8,750,000	0.75%	\$65,625
\$9,000,000	1.0%	\$90,000

During the first quarter following an annual term of the Contract, the County and Contractor shall review the collections and reconcile the estimated collections to actual collections for the preceding year. The amount of actual collections shall determine the incentive or penalty amount paid to, or from, either party. Penalties shall not be due if County transport volumes decline by 10% or more or if there are any changes of 3% or more in any pay class category, which includes Medicare, Medicaid, Commercial Insurance, and Self Pay, in the measurement year. Nothing herein shall be interpreted as or considered a revenue guarantee. Therefore, Contractor will not be liable to County for payment of any difference between actual Collections achieved versus the Targeted Overall County Collections.”

6. Schedule 2.01 Early Termination Fee of Exhibit D (TripTix Program) is deleted in its entirety and replaced with the following:

**”Schedule 2.01  
Early Termination Fee**

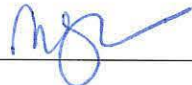
The Early Termination Payments with respect to each Product Unit are as follows:

<b>Period</b>	<b>Amount</b>
(1) For an Early Termination during the first eighteen (18) months from the receipt of the new Product Units (40 Panasonic Toughbook CF-20 per Second Amendment):	\$2,750.00
(2) For an Early Termination during the remainder of the Term <u>after</u> the first eighteen (18) months from the receipt of the new Product Units (40 Panasonic Toughbook CF-20 per Second Amendment):	\$0.00”

All other provisions of the Contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this renewal and amendment as of the day and year first written.

ADVANCED DATA PROCESSING, INC.,  
A SUBSIDIARY OF INTERMEDIX  
CORPORATION, A DELAWARE  
CORPORATION

By: 

Name: Melissa Leigh

Date: July 21, 2017

ATTEST:   
Witness

  
Witness


OKALOOSA COUNTY, FLORIDA

  
Carolyn N. Ketchel, Chairman



Date: 1 Aug 2017

ATTEST:

  
J.D. Peacock, II, Clerk of Courts





## EXHIBIT A

### REVENUE ENHANCEMENT SERVICES

Contractor agrees to provide and complete the following additional revenue enhancement services on or before October 1, 2017:

1. Additional Outbound Phone Call Campaigns

Utilizing the TCPA cell phone call consent language implemented on the AOB, the Contractor shall conduct additional and more direct outbound call campaigns to patients (target self-pay accounts to capture insurance, obtain payment, setup payment plans).

2. Designate an onsite Accounts Receivable ("AR") representative

The services to be provided by the onsite AR representative shall include, but not be limited to, assisting patients, third-party payers, claim follow-up with insurance carriers, submission of appeals, working with and maintaining hospital relationships, review pre-collection files, and other services as requested by the County. The County shall provide a working space with phone that is located in the Okaloosa County EMS headquarters.

3. PEMT/CPE Medicaid Reimbursement Program

- a. Contractor shall prepare the County's application, facilitate enrollment, and administrate the Florida Agency for Health Care Administration's Certified Public Expenditure (CPE) Program for Medicaid fee-for service (FFS) claims.
- b. Contractor shall monitor for future opportunities, such as Medicaid HMO eligibility, to increase reimbursements to the County under this program and shall also prepare the County's application, facilitate enrollment, and administrate CPE program expansions.
- c. Fees related to this service shall be fifteen percent (15%) of the amounts collected for this program. This fee is separate from the normal EMS billing fees outlined above.

4. Auto Insurance PIP Program

Contractor shall implement a new personal injury protection (PIP) program to assist in finding liability (auto) insurance information for accounts that either only have health insurance or are self-pay. The program shall also recoup additional funds for short pays from auto carriers.

5. Deductible Monitoring

Contractor shall maintain the Deductible Monitoring Program to monitor the deductible status and automatically generates a claim to the patient's insurance company when the high deductible status is met.

6. Out of State Payer Setup

Contractor shall the prepare the County's application and facilitate enrollment in Alabama, Georgia and any other state Medicaid programs as deemed appropriate and administrate claims processing for patients covered by those programs.

7. Final Pre-collection Letter on County Letterhead / Self-Pay Discount Option
  - a. Contractor shall send a custom letter, approved by the County, providing the patient one last opportunity to pay prior to collection agency placement.
  - b. Contractor agrees to provide self-pay patients with the option to settle their account in full at a discount of 15% prior to referral to a collection agency.
  
8. Credit Card Payment Option Enhancement

Contractor shall include a web address with credit card payment functionality on the patient invoice for patients to make payments online.
  
9. Documentation Training

Contractor shall provide annual documentation training to refresh awareness on importance of providing good run report documentation (both from the billing and clinical standpoint). This service shall be provided at no additional cost to the County via a Webinar link that may be viewed during off peak hours.
  
10. Transport Fee Increase Review by County

County understands that a large portion of the revenue enhancement plan is reliant on a transport fee increase and agree to review and consider increasing transport fees as part of the overall revenue enhancement plan.
  
11. Computer Hardware, Software, and Training

Contractor shall provide the following necessary computer hardware, software, equipment, internet service and training:

  - i. ePCR software, including:
    1. All software updates;
    2. Philips MRx Monitor interface;
    3. Three (3) days initial training;
    4. Annual refresher training with supporting documentation;
    5. CAD interface with Tri Tech;
    6. CAD interface with SMARTCOP/SMARTCAD;
    7. Ability to install and maintain MCT application locally on each machine to facilitate full 2-way communication with SMARTCAD;
    8. State of Florida required EMSTARS patient statistical data reporting capability and timely data transfer for all patients transported by the county as required by the State of Florida Department of Health.
  
  - ii. 40 new ruggedized Panasonic CF20 laptops shall be provided to the County on or before September 1, 2017. Each laptop shall include the following:
    1. Touch screen for signature capture;
    2. Image and video capture capabilities for use with the Vivid Trac airway camera;
    3. Composite key board;
    4. Full service warranty on all computers, parts and labor.
  
  - iii. Verizon Connectivity, including data package for the term of the Contract.



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/15/2016

Contract/Lease Control #: C14-2179-PS

Bid #: EMS 23-14

Contract/Lease Type: CONTRACT

Award To/Lessee: INTERMEDIX

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/20/ 2014

Expiration Date: 09/30/2017 W/I ONE YR RENEWAL

Description of Contract/Lease: EMS AMBULANCE BILLING SERVICES

Department: PS

Department Monitor: VILLANI

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: DVILLANI@CO.OKALOOSA.FL.US

Closed: \_\_\_\_\_

Cc: Finance Department Contracts & Grants Office

**RENEWAL AND 1<sup>ST</sup> AMENDMENT TO CONTRACT C14-2179-PS  
INTERMEDIX  
EMS AMBULANCE BILLING SERVICES**

This Renewal and 1st Amendment made and entered into this 8th day of September, 2016, hereby renews and amends contract C14-2179-PS, dated May 19, 2014, by and between Okaloosa County, Florida, (hereinafter the "County") and Advanced Data Processing, Inc., a Subsidiary of Intermedix Corporation, a Delaware Corporation with principal offices located at 6541 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308 (hereinafter the "Contractor").

**WHEREAS**, on May 19, 2014, the County and Contractor entered into a contract, C14-2179-PS, which provides EMS Ambulance Billing Services; and

**WHEREAS**, the initial term of C14-2179-PS shall expire on September 30, 2016, however the contract provides for up to two (2) renewals; and

**WHEREAS**, the parties desire to amend the Contract to include language in the Contract pertaining to Public Records as has recently been amended by the Florida Legislature in the 2016 Laws of Florida chapter 20.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to renew and amend C14-2179-PS as follows:

1. C14-2179-PS is hereby renewed for an additional term. The contract renewal period shall begin October 1, 2016 and will expire September 30, 2017.
2. C14-2179-PS is hereby amended to include the following additional provision:

**Public Records:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD, CRESTVIEW, FL 32536 PHONE: (850) 689-5977, email: [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.

- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
  - d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
3. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

ADVANCED DATA PROCESSING, INC.,  
A SUBSIDIARY OF INTERMEDIX  
CORPORATION, A DELAWARE  
CORPORATION

\_\_\_\_\_  
Signature

Michael Wallace

\_\_\_\_\_  
Print Name

Date: August 2, 2016  
\_\_\_\_\_

Contractor signature witness: -



\_\_\_\_\_  
Signature

Linda W. Smith

\_\_\_\_\_  
Print Name


OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
Charles K. Windes, Jr., Chairman



Date: 9/8/16

ATTEST:

  
\_\_\_\_\_  
J.D. Peacock II, Clerk





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 Attn: FtLauderdale.CertRequest@marsh.com F:212-948-0512  101309-GAWU-PROF-15-16	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Valley Forge Insurance Co</td> <td>20508</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : American Casualty Company Of Reading, Pa</td> <td>20427</td> </tr> <tr> <td>INSURER D : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Valley Forge Insurance Co	20508	INSURER B : Continental Insurance Company	35289	INSURER C : American Casualty Company Of Reading, Pa	20427	INSURER D : N/A	N/A	INSURER E : N/A	N/A	INSURER F :
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INSURER D : N/A	N/A													
INSURER E : N/A	N/A													
INSURER F :														

**COVERAGES**                      **CERTIFICATE NUMBER:** ATL-003492316-16                      **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: _____			6018302277	06/30/2015	06/30/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			6018302263  Owned Comp/Coll Ded.: \$1,000 Hired Comp/Coll Ded.: \$100/\$1,000	06/30/2015	06/30/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6018302294 (AOS) 6018302280 (CA)	06/30/2015 06/30/2015	06/30/2016 06/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: EMS Rescue Billing Services, Contract #C99-0257-PS  
Okaloosa County is included as Additional Insured (except for Workers' Compensation) where required by written contract.

<b>CERTIFICATE HOLDER</b>  Okaloosa County EMS 90 College Blvd East Niceville, FL 32578	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  Carmen Gordon <i>Carmen Gordon</i>
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# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
06/17/2015

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>AGENCY</b> Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 Attn: FLauderdale.CertRequest@marsh.com F:212-948-0512		<b>PHONE (A/C, No, Ext):</b>	<b>COMPANY</b> Valley Forge Insurance Co	
101309-PROP-Prop-15-16				
<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b>			
<b>CODE:</b>	<b>SUB CODE:</b>			
<b>AGENCY CUSTOMER ID #:</b>				
<b>INSURED</b> Intermedix Corporation 6451 North Federal Highway, Suite 1000 Fort Lauderdale, FL 33308		<b>LOAN NUMBER</b>	<b>POLICY NUMBER</b> 6018302277	
		<b>EFFECTIVE DATE</b> 06/30/2015	<b>EXPIRATION DATE</b> 06/30/2016	<input type="checkbox"/> <b>CONTINUED UNTIL TERMINATED IF CHECKED</b>
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>				

## PROPERTY INFORMATION

**LOCATION/DESCRIPTION**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
All Risk of direct physical loss or damage to real and personal property on a replacement cost basis, subject to policy terms, conditions and exclusions. Coverage includes, but is not limited to fire, extended perils such as vandalism, malicious mischief, flood, earthquake and boiler & machinery.	see addl page text	see addl page text

## REMARKS (Including Special Conditions)

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

ATL-003260190-04

<b>NAME AND ADDRESS</b> Okaloosa county EMS Attn: Zan Fedorak Purchasing Department 90 College Blvd East Niceville, FL 32578	<input type="checkbox"/>	MORTGAGEE	<input type="checkbox"/>	ADDITIONAL INSURED
	<input type="checkbox"/>	LOSS PAYEE	<input type="checkbox"/>	
<b>LOAN #</b>				
<b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc. Carmen Gordon <i>Carmen Gordon</i>				

ACORD 27 (2009/12)

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C14-2179-PS



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> Intermedix Corporation 6451 North Federal Highway, Suite 1000 Fort Lauderdale, FL 33308	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 27 FORM TITLE: Evidence of Property Insurance**

**Blanket Limits:**

Building Limit: \$10,200,000  
 Personal Property Limit: \$7,005,000  
 Business Income: \$25,400,000  
 Except Houston, TX and all FL locations-per schedule on file  
 Earthquake - \$1,000,000 limit, except scheduled limits for CA locations  
 Flood -- \$1,000,000, except Houston, TX; Warren, MI; and all FL locations are excluded  
 Replacement Cost Valuation  
 Policy is subject to various sublimits.

**Deductible(s):**

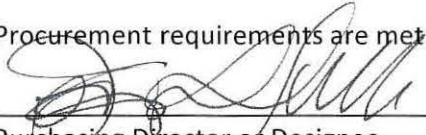
All Other Perils: \$5,000 & 24 hour BI waiting period, except:  
 Wind/Hail: \$5,000 & 24 hour BI waiting period except: All FL locations: \$100,000 deductible & 72 hour BI waiting period; Houston, TX: \$50,000 deductible & 72 hour BI waiting period; OK & all other TX locations: \$50,000 deductible & 72 hour BI waiting period;  
 Earthquake - \$50,000 except \$100,000 for CA locations; 72 hour BI waiting period  
 Flood - \$50,000, except Houston, TX; Warren, MI; and all FL locations are excluded  
 Other deductibles may apply per policy terms and conditions.

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>C14-2179-PS</u>	Tracking Number: <u>956-14</u>
Contractor/Lessee Name: <u>Intermedix</u>	Grant Funded: YES ___ NO ___
Purpose: <u>EMS Billing - Contract</u>	<del>Bid</del> <u>EMS 23-14</u> RFP
Date/Term: <u>9/30/16</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>Per contract</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>PS</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Villani / Huber</u>	
Document has been reviewed and includes any attachments or exhibits.	

### Purchasing Review

Procurement requirements are met:

  
Purchasing Director or Designee Joanne Kublik Date: 4-29-14

### Risk Management Review

Approved as written:

  
Risk Manager or designee Guarilha Date: 4/30/14

### County Attorney Review

Approved as written:

  
County Attorney Gregory T. Stewart Date: 5-5-14

Following Okaloosa County approval:

### Contracts & Grants

Document has been received:

\_\_\_\_\_  
Contracts & Grants Manager Date: \_\_\_\_\_

### CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>C14-2179-PS</u>	Tracking Number: <u>851-14</u>
Contractor/Lessee Name: _____	Grant Funded: YES _____ NO <u>X</u>
Purpose: <u>RFP - EMS Billing</u>	
Date/Term: <u>9/30/14 w/ 2 - one year renewals</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>PS</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Villani/Huber</u>	
Document has been reviewed and includes any attachments or exhibits.	

**Purchasing Review**

Procurement requirements are met:

[Signature] Date: 1-27-14

Purchasing Director or Designee

**Risk Management Review**

Approved as written:

[Signature] Date: 1-27-14

Risk Manager or designee

**County Attorney Review**

Approved as written:

[Signature] Date: 2/3/14

County Attorney

Following Okaloosa County approval:

**Contracts & Grants**

Document has been received:

\_\_\_\_\_ Date: \_\_\_\_\_

Contracts & Grants Manager

Search Results

**Current Search Terms: intermedix\* corporation\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.  
**No records found for current search.**

**Glossary**

**Search**

**Results**

Entity

Exclusion

**Search**

**Filters**

By Record  
Status

By  
Functional  
Area - Entity  
Management

By  
Functional  
Area -  
Performance  
Information

SAM | System for Award Management 1.0

IBM v1.1725.20140509-1810

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**\*NOTE: This item was not approved by the BCC until May 20, 2014. T Ward, BCC Records**

**AGREEMENT FOR AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this <sup>\*</sup>19th day of May, 2014 (the "Effective Date") by and between **Okaloosa County, FL**, located at 90 College Blvd. East, Niceville, FL 32578 ("Client") and **Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware Corporation** with principal offices located at 6451 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308 ("Intermedix").

**RECITALS**

WHEREAS, Client provides emergency and non-emergency medical services, including ambulance transport ("EMS"), for residents and visitors in its jurisdiction, and charges for such services; and

WHEREAS, Intermedix provides billing, collection and related consulting services and equipment for municipalities and other providers of EMS ("EMS Services"); and

WHEREAS, Client, through a selection process conducted in accordance with the requirements of law and County policies, has selected Intermedix to perform the EMS Services; and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which Intermedix will render the Services as hereinafter provided.

NOW THEREFORE, the parties hereto agree as follows:

**1. ENGAGEMENT OF INTERMEDIX.** During the Term of this Agreement, except for accounts referred to a collection agency as provided herein, Intermedix shall be exclusively responsible for the billing and collection of all charges and fees resulting from the delivery of EMS by Client, including but not limited to all charges and fees to private insurers, Medicare, Medicaid, other governmental programs, individual patients and their responsible parties (collectively, "Payors").

**2. SCOPE OF SERVICES.** Intermedix shall perform and carry out Services as specifically described in Exhibit A (the "Scope of Services"; collectively the Scope of Services and the SaaS Service (as defined in Section 3.01) are the "Services"), which is attached hereto and incorporated herein by this reference. Client reserves the right to request changes in the Scope of Services within Intermedix's capabilities, which changes shall be implemented upon mutual written agreement of the parties specifying such changes and any change in compensation attributable thereto.

**CONTRACT # C14-2179-PS  
INTERMEDIX  
EMS AMBULANCE BILLING SVS  
EXPIRES: 09/30/2016 W/2-ONE  
YR RENEWALS**

### **3. RIGHT TO USE SAAS SERVICE AND RESTRICTIONS.**

**3.01 Right to Use.** During the Term of this Agreement, Intermedix hereby grants to Client a limited, non-transferable, non-assignable right to access and use the following without the right to sublicense: (i) Intermedix's proprietary billing system software (the "SaaS Service") as part of the Services provided hereunder, via Internet connection, solely in support of the billing and collection with respect to the Client's EMS services; and (ii) any associated end-user documentation provided by Intermedix (the "Documentation") in support of Client's authorized access and use of the SaaS Service.

**3.02 User Restrictions.** Client shall not, and shall not permit others to, without the express written consent of Intermedix: (i) use, receive, reproduce, copy, market, sell, distribute, license, sublicense, lease, timeshare, or rent the SaaS Service, any other Service or any component thereof; (ii) modify, alter, translate or prepare derivative works based on the SaaS Service or Documentation is permitted; (iii) disassemble, decompile, decrypt or reverse engineer the SaaS Service or in any way attempt to discover or reproduce source code for the SaaS Service, or any portion thereof; or (iv) develop or license any third party programs, applications, tools or other products which interface or interact with the SaaS Service. Client agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the SaaS Service, any other Service or the Documentation.

**3.03 Hosting of Application.** Intermedix shall establish and maintain a production version of the SaaS Service for Client's use, including any necessary physical links to the Internet via an Internet service provider or through a direct Internet connection. The SaaS Service shall reside on a server or cluster of servers which are physically located at Intermedix's place of business or at a third-party site. The SaaS Service may reside on a server or cluster of servers used for the applications of other Intermedix customers.

**3.04 Internet Access.** Client shall be responsible for providing its own Internet access necessary to provide the SaaS Service, and in no event shall Client be provided with direct access (by modem or otherwise) to the SaaS Service server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, Intermedix makes no guarantee that any given user will be able to access the SaaS Services at any given time. There are no assurances that access will be available at all times and uninterrupted, and Intermedix shall not be liable to Client for its inability to access the SaaS Service for reasons outside of Intermedix's control.

**3.05 Limitation of Access to SaaS Service.** Client's right to access and use the SaaS Service will vary depending upon the scope of the Services being provided by Intermedix. By way of example, if Intermedix is responsible for inputting Client's data, Client's access to the SaaS Service will not include the ability to input, delete, or otherwise change such data. Moreover, access to data shall be limited to the employees, representatives and agents of Intermedix and the authorized Users (as defined below) of Client. A complete and signed access form for each of Client's Users authorized to access the SaaS Services must be submitted to and approved by Intermedix. "User" means with respect to the SaaS Service or any other Intermedix product identified in an Exhibit: (i) any employee of Client or (ii) any medical professional who is authorized to perform medical services for Client within the applicable Client territory or

jurisdiction as of the Effective Date. Client shall not permit the access or use of the SaaS Service by a third party, other than Client's Users who have complied with the terms and conditions of this Agreement, whether to provide services for Client or otherwise, without Intermedix's prior written consent.

**3.06 Reporting.** Operational and financial data reports for Client will be available on the SaaS Services when the SaaS Service is available. The format and content of the data will be established and defined by Intermedix and such reports may be added, modified or deleted without notice to Client. Notwithstanding the foregoing, Client may request that specific, custom reports be made available to it at an additional charge to be negotiated between Intermedix and Client.

**3.07 Acknowledgement with Respect to Reports.** With respect to each report generated for Client as part of the SaaS Service, Client acknowledges and agrees: (i) such report represents a "snapshot" of a moment in time, and as such, the snapshot may not be accurate with respect to financial results on the whole; (ii) the underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation; and (iii) the data represented in the report constitutes only a limited portion of all data available regarding Client's business. Accordingly, any particular report may not accurately represent the Client's then-current or future financial condition.

**3.08 Third Party Software.** The SaaS Service may incorporate software under a license to Intermedix from a third party ("Third Party Software"). If the licensor of any commercial off-the-shelf Third Party Software requires Client's agreement to the terms and conditions of such use through an End User License Agreement ("EULA"), Intermedix will provide such EULA to Client. In order to use the SaaS Service, Client agrees to be bound by all EULA(s) provided during the Term whether by hardcopy or displayed upon installation or use of the SaaS Service. Client's use of the SaaS Service subsequent to such notice(s) shall constitute Client's acceptance of the EULA(s). Client shall not use any Third Party Software embedded in, or provided in connection with the SaaS Service on a stand-alone basis or in any way other than as embedded in, provided in connection with, or for use with the SaaS Service and the applicable EULA.

**3.09 Intellectual Property.** Client agrees that the equipment, computer hardware and software, billing and collection processing, Services, SaaS Service and other related systems and equipment are the property and trade secrets of Intermedix, and that Client will not release any information regarding such Confidential Information (as such term is defined in Section 11.01) and/or trade secrets of Intermedix to any third party without the prior written consent of Intermedix. Client further agrees that, in connection with the use of certain data entry devices, Client may gain access to the intellectual property of third parties. Client understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. Client agrees to enter into such arrangements at Intermedix's request.

**3.10 Audit Rights.** From time to time and upon reasonable prior written notice, Intermedix may audit Client's use of the Services to help ensure that Client is in compliance with the terms and conditions of this Agreement, including, but not limited to, any payment terms. Any such audit will be conducted during regular business hours at the applicable facilities of Client. Client will identify and cooperate with Intermedix (or its representatives) to provide



Intermedix (or its representatives) with reasonable access to all relevant equipment, personnel and records.

#### **4. CLIENT RESPONSIBILITY.**

**4.01 Generally.** Client is responsible for all activity occurring under its User accounts and shall abide by all applicable laws and regulations in connection with its use of the SaaS Service. Client will immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix and use best efforts to cease any further of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of Intermedix related to the Services that is known or suspected by Client or its Users; (iii) any use of false identity information to gain access to or use the SaaS Service or (iv) any loss or theft of a hardware device on which a User has access to the SaaS Service (each of subsections (i) through (iv) a "Security Breach Event"). To the extent that any Security Breach Event involves Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), Client shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services ("HHS"), and prominent media outlets) (the "HIPAA Notifications") triggered by the Security Breach Event. "Protected Health Information" means Individually Identifiable Health Information (defined at 45 C.F.R. § 164.501), transmitted or maintained in any form or medium, concerning individuals for whom the Client has performed EMS.

**4.02 Rights Following Notification.** Upon Intermedix's receipt of notification given by the Client of a Security Breach Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the SaaS Service until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the SaaS Services, (ii) any other intellectual property rights of Intermedix or its affiliates or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that a Security Breach Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix or any of its affiliates unless such a reference is specifically required by HIPAA or other applicable law.

**4.03 Security.** Client acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on User's computers. Client is responsible for requiring its Users to use a password to access the SaaS Services in compliance with the SaaS Security Characteristics. The "SaaS Security Characteristics" means a password to access the SaaS Services, which must be at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number. Intermedix shall use commercially reasonable efforts to maintain the security of the SaaS Services, but shall not be responsible for the Client's loss or dissemination of passwords or other breaches beyond Intermedix's reasonable control.

**5. COMPENSATION AND METHOD OF PAYMENT.**

**5.01 Fees.** Intermedix shall be paid by Client a monthly amount representing fees for the Services provided by Intermedix hereunder, computed as follows:

**EMS Billing Services+**

**Billing & collection of non-Medicaid accounts  
(non-Medicaid billing & collection services)**

4.46% of Net Collections\*

**Processing of each Medicaid transport account \$11.00 per account**

**Mailing HIPAA Notice of Privacy Practice No charge**

*+The EMS Billing Services fee herein shall include all expenses of billing and collection including, but not limited to, stationery, forms, envelopes, postage, and phone facilities. Excludes the cost of Certified Mail if requested or required by government agencies.*

**TripTix ePCR Services**

**TripTix Mobile** 0.70% of Net Collections\*

TripTix software, 20 Panasonic Toughpad FZ-G1 (ruggedized) Includes 4 year warranty (WITHOUT wireless service)

Additional units 0.035% of Net Collections\*

**TripTix Web – Unlimited Users** No charge

**TripTix ePCR Services – Wireless Service**

TripTix Mobile – Wireless Service Included for options 1,2,3 above 0.135% of Net Collections\*

Additional units 0.00675% of Net collections\*

**FleetEyes**

<b>FleetEyes</b>	0.23% of Net Collections*
Vehicle modems, antenna assembly, FleetEyes software, set up and training for 20 vehicles	
Additional units	0.011% of Net Collections*
CAD Interface (VisionAir)	No Charge

\*Net Collections is defined as all monies collected by Intermedix for EMS billing provided by Client less refunds.

**5.02** Intermedix shall submit the monthly invoices for fees for the Services to Okaloosa County Public Safety, 90 College Boulevard East, Niceville, FL 32578. Client shall pay the amount invoiced within thirty (30) days of receipt of such invoice. In the event a portion of Intermedix's invoice is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice(s) will be processed for payment without regard to that portion which is in dispute.

**5.03** Bank Accounts. Client agrees that it will be solely responsible for the cost and maintenance of any and all of Client's bank accounts, lock-box and/or remote deposit services. Client, should it elect to participate in any credit card acceptance program, agrees to assume and be responsible for all costs associated with such program.

**6. COLLECTION EFFORTS.**

**6.01** Alternative Collection Arrangements. Intermedix will have the right, on Client's behalf, in its sole and complete discretion, to enter into an alternative collection arrangement with respect to any patient encounter performed by the Client if: (i) the total payments are for at least 80 percent of the amount of the bill; (ii) an insurance company offers at least 70% of the total amount billed with a stipulation that the insured not be billed for the balance; or (iii) Intermedix is able to make arrangements for the payment of patient account that provide a substantially similar economic benefit to Client, as Intermedix determines in its sole and complete discretion.

**6.02** Scope of Collection Efforts. If reasonable efforts have been made to collect a patient account of Client and such efforts have not been successful, Intermedix shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein "reasonable efforts" shall be defined to mean at least but not limited to one hundred twenty (120) days of active collection efforts in the ordinary course of business. In addition, Intermedix may terminate or suspend collection efforts in the event that Client has supplied Intermedix with materially incomplete or inaccurate billing and/or patient information. Absent contrary

instructions from Client with respect to any patient encounter, the accounts that Intermedix has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort.

**6.03 Administrative Fee/Third Party Collection Costs.** Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts. Client will be directly liable for all fees of third party collection agency.

**6.04 Excluded Persons.** If any refunds of patient accounts of Client are required to be refunded to or offset by any government and commercial payor as a result of Client's violation of its obligations set forth in Exhibit A (Scope of Services), Section B.9. (an "Excluded Person Refund"), Intermedix shall not be required to refund to Client any commissions or fees earned or previously paid to Intermedix as a result of its collection of such Excluded Person Refund or otherwise include such Excluded Person Refunds in its calculation of Net Collections as set forth herein.

**7. SYSTEM SUPPORT.** Support and training of Client's Users will be provided subject to and in accordance with the terms of the Scope of Services.

**8. INDEPENDENT CONTRACTORS.** Intermedix is an independent contractor of Client and not an employee or agent of Client; provided, however, to the extent necessary to fulfill its billing and collection efforts under this Agreement, Intermedix is authorized to sign *in an administrative capacity* for Client the following types of standard forms and correspondence only; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of Client; and insurance filings and related forms. Intermedix has no authority to sign any document that imposes any additional liability on Client. Intermedix shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of the Services. Intermedix shall be fully responsible for all matters relating to payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Each party shall be responsible for its own acts and those of its agents and employees during the Term of this Agreement.

**9. LIMITATION ON LIABILITY AND HOLD HARMLESS.**

HOLD HARMLESS. To the fullest extent permitted by law, Intermedix shall indemnify and hold harmless Client, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Intermedix and other persons employed or utilized by Intermedix in the performance of this Agreement.

**10. INSURANCE.** Intermedix shall procure and maintain for the duration of the Agreement, the following insurance coverage: (i) workers' compensation insurance in compliance with the applicable state and federal laws; (ii) general liability insurance in an amount no less than \$1,000,000 per occurrence; (iii) coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, and valuable

documents in an amount no less than \$100,000 aggregate; and (iv) liability coverage for all vehicles whether owned, hired or used in the amount of \$1,000,000.00 per occurrence.

## **11. CONFIDENTIALITY AND HIPAA BUSINESS ASSOCIATE OBLIGATIONS.**

**11.01 Confidential Information.** Each party (the “Discloser”) may disclose to the other party (the “Recipient”) certain non-public information relating to the Discloser’s business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure (“Confidential Information”). Confidential Information of each party shall also include the terms of this Agreement, but not the existence and general nature of this Agreement. Confidential Information will not include any information: (i) lawfully obtained or created by the Recipient independently of, and without use of, Discloser’s Confidential Information and without breach of any obligation of confidence or violation of HIPAA or the HITECH Act; or (ii) that is in or enters the public domain without breach of any obligation of confidence. Client shall be responsible for any breach by any of its Users, employees or agents of any of the confidentiality obligations set forth herein.

**11.02 Use and Disclosure.** Except as expressly permitted by this Agreement or the BA Agreement (as applicable) and subject to applicable law, the Recipient will:

(a) not disclose Discloser’s Confidential Information except: (i) to the employees or contractors of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient’s obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 11.02; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify the Discloser of such obligation;

(b) use the Discloser’s Confidential Information only for the purpose of performing Recipient’s obligations under this Agreement;

(c) use all reasonable care in handling and securing the Discloser’s Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and

(d) use and disclose Confidential Information that contains Protected Health Information in accordance with the terms of the Business Associate Agreement attached hereto as Exhibit B (the “BA Agreement”), if applicable.

**11.03 Return of Confidential Information.** Subject to Intermedix’s internal data retention policies and applicable law, the Recipient will return to the Discloser, and destroy or erase all of the Disclosure Confidential Information in tangible form, upon the expiration or termination of this Agreement, and the Recipient will promptly certify in writing to the Discloser that it has done so.

**11.04 HIPAA Business Associate Exhibit/Changes In HIPAA.** Each party agrees to the obligations set forth in the BA Agreement attached hereto as Exhibit B (the "BA Agreement"). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to Intermedix's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then Intermedix and Client shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a "Revised BA Agreement"), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect.

**11.05 Right to Injunctive Relief.** The parties expressly acknowledge and agree that the breach, or threatened breach, by a party of any provision of this Section 11 may cause the other party to be irreparably harmed and that the harmed party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach, or threatened breach, the harmed party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to either party at law or in equity.

**12. NON-SOLICITATION.** For the Term of this Agreement and for one (1) year after its termination, Client or Intermedix shall not employ or hire any employee or former employees - who, pursuant to this Agreement, has had any contact with employees or representatives of either party or has worked on Client's accounts, without the prior written consent of Client and Intermedix.

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

- (a) Scope of Services (Exhibit A attached hereto and made a part hereof);
- (b) Business Associate Agreement (Exhibit B attached hereto and made a part hereof);
- (c) Optional Services (Exhibit C);
- (d) TripTix Program (Exhibit D attached hereto and made a part thereto); and

**14. TERM AND TERMINATION.**

**14.01 Term.** This Agreement shall be effective upon completion of signatures by both parties through September 30, 2016 unless earlier terminated as provided in Section 14.02 below (the "Initial Term"). This Agreement may be renewed for two (2) additional one (1) year periods upon signed agreement by both parties ("Renewal Terms"; collectively, the Initial Term together with any Renewal Terms are the "Term"), unless either party provides the other party with

written notice of termination of this Agreement as provided in Section 14.02 below. All terms and conditions hereof shall remain in full force and effect during the Term unless this Agreement is amended in a writing executed by each Party hereto.

**14.02 Events Triggering Termination.** This Agreement shall be subject to termination under the following conditions.

(a) Termination without Cause. Either Client or Intermedix may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party.

(b) Termination with Cause. If Intermedix materially fails to perform any obligation required hereunder, and such default continues for twenty (20) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said twenty (20) calendar day period.

(c) If Client materially fails to perform any obligation required hereunder, and such default continues for twenty (20) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said twenty (20) calendar day period.

(d) Termination Due to Bankruptcy. If Client or Intermedix: (i) apply for or consent to the appointment of a petition in bankruptcy; (ii) make a general assignment for the benefit of creditors; (iii) file a petition or answer seeking reorganization or arrangement with creditors; or (iv) take advantage of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either party bankrupt or approving a petition seeking reorganization of either party or appointment of a receiver, trustee or liquidator of either party or all or a substantial part of its assets (subsections (i) through (iv), each a "Bankruptcy Event"), this Agreement shall terminate automatically and immediately upon written notice from the other party to the party who has incurred a Bankruptcy Event.

**14.03 Rights Upon Termination.** If this Agreement is terminated for any reason, including, without limitation, the breach of this Agreement by any party, Intermedix shall be entitled to recover when due and payable hereunder, all amounts owed to Intermedix hereunder accrued but unpaid as of the date of termination. Following termination of this Agreement, for a period of ninety (90) days (the "Transition Period"), the parties may agree to have Intermedix continue its billing and collection efforts as to those accounts referred to Intermedix prior to the effective date of termination, subject to the terms and conditions of this Agreement, for the fee set forth in Section 5 above. At the end of the Transition Period, Intermedix shall return all records to Client in a commercially standard format on a commercially standard media as determined by Intermedix in its sole discretion; provided, however, that Intermedix may keep any copies of records in accordance with applicable law. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve either party that has breached this Agreement from liability for damages resulting from such breach and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that

expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof.

**15. FORCE MAJEURE.** Neither Client nor Intermedix shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to a Force Majeure Event (as defined below), the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Force Majeure Event" 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 and includes, but is not limited to fire, flood, earthquakes, storms, lightning, natural disaster, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions. 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.

**16. GOVERNING LAW AND VENUE.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida, exclusive of its rules governing choice of law and conflict of laws. Venue for any legal proceedings arising out of this Agreement shall be in Okaloosa County, Florida.

**17. GENERAL WARRANTIES AND DISCLAIMERS.**

**17.01 Disclaimer.** THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

**18. EXPORT LAWS.** Client shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which Client receives access to the Services.

**19. ASSIGNMENT OF AGREEMENT.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the express written consent of the other party, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, Intermedix may, upon written notice to Client, assign this Agreement to any affiliate or any entity resulting from the sale, combination or transfer of all or substantially all of the assets or capital stock, or from any other corporate form of reorganization by or of Intermedix. Intermedix may subcontract any of its obligations under this Agreement, and may perform those obligations through personnel employed by or under contract with Intermedix.

**20. NOTICES.** Any notice directed to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be



deemed given if sent by: (i) facsimile, when complete transmission to the recipient is confirmed by the sender's facsimile machine; (ii) postage prepaid registered or certified U.S. Post mail, then five (5) working days after sending; or (iii) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth below, or to such other address as may be designated by that party by notice to the other party in accordance with this Section:

To Client: Okaloosa County  
Attn: Dino Villani, Public Safety Director  
Public Safety Department  
90 College Blvd., East  
Niceville, FL 32578  
Tel: 850-651-7150  
Email: [dvillani@co.okaloosa.fl.us](mailto:dvillani@co.okaloosa.fl.us)

With a copy to:

Joanne Kublik  
Contracts & Leases  
Okaloosa County Purchasing Department  
602-C N. Pearl Street  
Crestview, FL 32536  
Tel: 850-689-5960  
Fax: 850-689-5032  
E-Mail: [jkublik@co.okaloosa.fl.us](mailto:jkublik@co.okaloosa.fl.us)

To Intermedix:

Brad Williams  
CAO & VP  
Intermedix Corporation  
6451 North Federal Highway, Suite 1000  
Fort Lauderdale, FL 33308

**21. SEVERABILITY.** If all or a part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

**22. ENTIRE AGREEMENT.** This Agreement, including exhibits, attachments and written terms incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter.

**23. AMENDMENT/WAIVER.** This Agreement may be modified, or any rights under it waived, only by a written document executed by both parties. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

**24. ATTORNEYS FEES.** Should either party institute any action or procedure to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement or of any provision hereof, or for a declaration of rights hereunder (including, without limitation, arbitration), the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

**25. CONSTRUCTION OF AGREEMENT.** This Agreement has been negotiated by the parties and its provisions will not be presumptively construed for or against the other party. The headings and Section titles in this Agreement are for convenience only, and will not affect the construction or interpretation of this Agreement.

**26. NO THIRD PARTY BENEFICIARIES.** Except as expressly provided in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

**27. COUNTERPARTS.** The parties may execute this Agreement in one or more counterparts, each of which shall be an original, and which together shall constitute one instrument.

*[Signature page to Follow]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX CORPORATION, a DELAWARE CORPORATION	OKALOOSA COUNTY, FLORIDA
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By: Brad Williams  
Name: ~~Doug Shamon~~ Brad Williams  
Title: ~~President~~ VP, CAD

By: Charles K. Windes, Jr.  
Name: Charles K. Windes, Jr.  
Title: Chairman



Witness: Leresa Costantini

STATE OF FLORIDA  
COUNTY OF  
OKALOOSA

This contract is accepted this 20<sup>th</sup> day of May 2014 and is effective on the 19th day of May 2014.

ATTEST:

Gary J. Stanford  
Gary Stanford  
Deputy Clerk of Court



COUNTY OF OKALOOSA, FLORIDA

BY Charles K. Windes, Jr.  
Charles K. Windes, Jr., Chairman



**Exhibit A**  
**Scope of Services**

***Base Services and Obligations:***

- A. Intermedix shall provide revenue cycle management services for Client as described below. Intermedix shall, during the Term:
1. Prepare and submit initial claims and bills for Client promptly upon receipt thereof, and prepare and submit secondary claims and bills promptly after identification of the need to submit a secondary claim.
  2. Assist Client in identifying necessary documentation in order to process and bill the accounts.
  3. Direct payments to a lockbox or bank account designated by Client, to which Client alone will have signature authority.
  4. Pursue appeals of denials, partial denials and rejections when deemed appropriate by Intermedix.
  5. Respond to and follow up with Payors and respond to messages or inquiries from a Payor.
  6. Provide appropriate storage and data back-up for records pertaining to Client's bills and collections hereunder, accessible to Client at reasonable times.
  7. Maintain records of services performed and financial transactions.
  8. Meet, as needed, with representatives of Client to discuss results, problems and recommendations.
  9. Provide any Client-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.
  10. Intermedix will support the provider in filing and maintaining required documentation and agreements with commonly-used Payors (e.g. Medicare, Medicaid, Champus, etc.). The Provider will maintain responsibility for enrollment, required documentation, and agreements with Out of State Payors, such as Out of State Medicaid programs, and other payors not commonly billed
  11. Provide reasonably necessary training periodically, as requested by Client, to Client's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.

12. Utilize up-to-date knowledge and information with regard to coding requirements and standards, to comply with applicable federal, state and local regulations.
13. Provide a designated liaison for Client, patient and other Payor concerns.
14. Provide a toll free telephone number for patients and other Payors to be answered as designated by Client.
15. Facilitate proper security of confidential information and proper shredding of disposed materials containing such information.
16. Establish arrangements with hospitals to obtain/verify patient insurance and contact information.
17. Respond to any Client, Payor or patient inquiry or questions promptly.
18. Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments and refunds.
19. Provide reasonable access to Client for requested information in order for Client to perform appropriate and periodic audits. Reasonable notice will be given to Intermedix for any planned audit and will be conducted during normal business hours of Intermedix, all at the Client's expense.
20. Provide timely reports facilitating required aspects of monitoring, evaluating, auditing and managing the Services provided.
21. Process refund requests and provide Client with documentation substantiating each refund requested.
22. Assign billing to patient account numbers providing cross-reference to Client's assigned transport numbers.
23. Maintain responsibility for obtaining missing or incomplete insurance information.
24. Provide accurate coding of medical claims based on information provided by Client.
25. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.

26. Retain accounts for a minimum of six (6) months (unless otherwise specified by mutual agreement) and after six (6) months turn over accounts for which no collection has been made (unless insurance payment is pending) to an agency designated by Client.

27. Permit real-time read only electronic look-up access by Client to Intermedix's SaaS Service to obtain patient data and billing information.

28. Maintain records in an electronic format that is readily accessible by Client personnel and that meets federal and state requirements for maintaining patient medical records.

29. Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human Services (OIG).

**B. *Client's Responsibilities and Obligations:***

1. From each person who receives EMS from Client ("Patient"), Client shall use its best efforts to obtain and forward the following information ("Patient Information") to Intermedix:

(i) the Patient's full name and date of birth;

(ii) the mailing address (including zip code) and telephone number of the Patient or other party responsible for payment ("Guarantor");

(iii) the Patient's social security number;

(iv) the name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and identification numbers;

(v) the auto insurance carrier address and/or agent's name and phone number if an automobile is involved;

(vi) the employer's name, address and Workers Compensation Insurance information if the incident is work related;

(vii) the Patient's Medicare or Medicaid HIC numbers if applicable;

(viii) the Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements;

(ix) the call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P;

(x) odometer readings or actual loaded miles flown such that loaded miles may be calculated;

(xi) physician certification statements (PCS) for non-emergency transports that are to be billed to Medicare pursuant to CMS regulations; and

(xii) any other information that Intermedix may reasonably require to bill the Patient or other Payor.

2. Client represents and warrants that all information provided to Intermedix shall be accurate and complete. Intermedix shall have no obligation to verify the accuracy of such information, and Client shall be solely responsible for such accuracy. Client agrees to indemnify and hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, including reasonable attorneys' fees, resulting from (a) any inaccurate or misleading information provided to Intermedix that results in the actual or alleged submission of a false or fraudulent claim or (b) any other actual or alleged violation of local, state or federal laws., including but not limited laws applicable to Medicare, Medicaid or any other public or private Payor or enforcement agency to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Client.

3. Client will provide Intermedix with necessary documents required by third parties to allow for the electronic filing of claims by Intermedix on Client's behalf.

4. Client will provide Intermedix with its approved billing policies and procedures, including dispatch protocols, fee schedules and collection protocols. Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts.

5. Client will timely process refunds identified by Intermedix for account overpayments and provide to Intermedix confirmation, including copies of checks and other materials sent.

6. Client will provide a lock box or bank account address to Intermedix and will instruct the lock box or bank custodian agency to forward all documents to Intermedix for processing.

7. Client will provide Intermedix with daily bank balance reporting capabilities via the bank's designated web site.

8. Client will cooperate with Intermedix in all matters to ensure proper compliance with laws and regulations.

9. Client represents and warrants that all of its employees, personnel and independent contractors involved in the delivery of EMS or otherwise performing services for Client: (i) hold the licensure or certification required to perform such services, (ii) have not 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 and (iii) are not excluded persons listed on any

of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.

10. Client agrees that it will forward to Intermedix copies of checks, or other payment documentation requested by Intermedix relating to the subject matter of this Agreement, within 10 days of the date of receipt of those payments.

11. Client agrees to notify Intermedix in the event that their Electronic Patient Care Reporting (ePCR) vendor performs any system upgrades. Notification may be made in writing to [support@Intermedix.com](mailto:support@Intermedix.com).



**Exhibit B**  
**Business Associate Agreement**

This Business Associate Agreement (“BA Agreement”) supplements and is made part of the Underlying Agreement (as defined below).

This BA Agreement is entered into between **Okaloosa County, Florida** (“Covered Entity”) and **Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware Corporation** (“Business Associate”), effective as of the Effective Date of the Underlying Agreement.

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, a separate agreement, entitled Agreement for Ambulance Billing and Related Professional Services, as of the Effective Date, or other documented arrangement (the “Underlying Agreement”), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and/or use Protected Health Information (“PHI”) that is confidential under state and/or federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 (“HIPAA Regulations”); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the “Secretary”) (the “HITECH Act”); and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled “Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules”; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this BA Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this BA Agreement, the parties agree as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable, unless otherwise defined herein.

2. Obligations of Business Associate.

a. Permitted Uses and Disclosures. Business Associate shall only Use or Disclose PHI for the purposes of (i) performing Business Associate's obligations under the Underlying Agreement and as permitted by this BA Agreement; or (ii) as permitted or Required By Law; or (iii) as otherwise permitted by this BA Agreement. Business Associate shall not Use or further Disclose PHI other than as permitted or required by this BA Agreement or as Required By Law. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate; or (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506(c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that with respect to any such Disclosure either: (i) the Disclosure is Required By Law; or (ii) for permitted Disclosures when Required By Law, Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required By Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

b. Appropriate Safeguards. Business Associate shall implement administrative, physical and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity; and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this BA Agreement.

c. Compliance with Security Provisions. Business Associate shall: (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA.

d. Compliance with Privacy Provisions. Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

e. Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable and mandated by law, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BA Agreement.

f. Encryption. To facilitate Business Associate's compliance with this BA Agreement and to assure adequate data security, Covered Entity agrees that all PHI provided or transmitted to Business Associate pursuant to the Underlying Agreement shall be provided or transmitted in a manner which renders such PHI unusable, unreadable or indecipherable to unauthorized persons, through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of the HITECH Act. Covered Entity acknowledges that failure to do so could contribute to or permit a Breach triggering notification obligations under the HITECH Act and further agrees that Business Associate shall have no liability for any Breach caused by such failure.

3. Reporting.

a. Security Incidents and/or Unauthorized Use or Disclosure. Business Associate shall report to Covered Entity a successful Security Incident or any Use and/or Disclosure of PHI other than as provided for by this BA Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure (but not later than ten (10) days thereafter), in accordance with the notice provisions set forth herein. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity; and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Business Associate shall comply with the requirements of Section 3.b below.

b. Breach of Unsecured PHI. The provisions of this Section 3.b are effective with respect to the Discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, Use or Disclosure of Covered Entity's PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). If Business Associate Discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within thirty (30) days of the date Business Associate Discovers such Breach. Business Associate shall be deemed to have discovered a Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR § 164.410(c). Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach.

4. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an

agreement with such subcontractors or agents containing substantially the same provisions as this BA Agreement.

5. Rights of Individuals.

a. Access to PHI. Within ten (10) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. Subject to Section 5.b below, (i) in the event that any Individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate shall directly respond to such request in compliance with 45 CFR § 164.524; and (ii) in the event such request appears to be for a purpose other than a routine billing inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

b. Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an Individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such Individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the Individual so chooses, transmit such copy directly to an entity or person designated by the Individual. Business Associate may charge a fee to the Individual for providing a copy of such information, but such fee may not exceed Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an Individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

c. Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

d. Accounting Rights. This Section 5.d is subject to Section 5.e below. Business Associate shall make available to Covered Entity, in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 CFR § 164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such accounting must be provided without cost to the Individual or to Covered Entity if it is the first

accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs Covered Entity and Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this BA Agreement and shall continue as long as Business Associate maintains PHI.

e. Accounting of Disclosures of Electronic Health Records. The provisions of this Section 5.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an Individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting Individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting Individual in the time and manner specified by the HITECH Act.

f. Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the Individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity shall also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

## 6. Remuneration and Marketing.

a. Remuneration for PHI. This Section 6.a shall be effective with respect to exchanges of PHI occurring six (6) months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.

b. Limitations on Use of PHI for Marketing Purposes. Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (i) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501; and (ii) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from time to time.

Covered Entity agrees to assist Business Associate in determining if the foregoing requirements are met with respect to any such marketing communication.

7. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

8. Minimum Necessary. To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

9. State Privacy Laws. Business Associate shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA or the HITECH Act.

10. Termination.

a. Breach by Business Associate. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this BA Agreement, then Covered Entity shall promptly notify Business Associate. With respect to such breach or violation, Business Associate shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Business Associate, Covered Entity may terminate its relationship with Business Associate.

b. Breach by Covered Entity. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this BA Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Covered Entity shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, Business Associate may terminate its relationship with Covered Entity.

c. Effect of Termination. Upon termination of this BA Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate shall continue to extend the protections of this BA Agreement to such PHI, and limit further uses and

disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized persons as specified in the HITECH Act.

11. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this BA Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or privacy of PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this BA Agreement incorporating any such changes.

12. No Third Party Beneficiaries. Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Effect on Underlying Agreement. In the event of any conflict between this BA Agreement and the Underlying Agreement, the terms of this BA Agreement shall control.

14. Survival. The provisions of this BA Agreement shall survive the termination or expiration of the Underlying Agreement.

15. Interpretation. This BA Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this BA Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

16. Governing Law. To the extent this BA Agreement is not governed by federal law, this BA Agreement shall be construed in accordance with the laws of the State of Florida.

17. Notices. All notices required or permitted under this BA Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery:

If to Covered Entity: Okaloosa County  
Attn: Dino Villani, Public Safety Director  
Public Safety Department  
90 College Blvd., East  
Niceville, FL 32578  
Tel: 850-651-7150  
Email: [dvillani@co.okaloosa.fl.us](mailto:dvillani@co.okaloosa.fl.us)

With a copy to:

Joanne Kublik  
Contracts & Leases  
Okaloosa County Purchasing Department  
602-C N. Pearl Street  
Crestview, FL 32536  
Tel: 850-689-5960  
Fax: 850-689-5032  
E-Mail: [jkublik@co.okaloosa.fl.us](mailto:jkublik@co.okaloosa.fl.us)

If to Business Associate:

Intermedix Corporation  
6451 N. Federal Highway, Suite 1000  
Ft. Lauderdale, FL 33308  
Attn: Gregg Bloom, Chief Compliance Officer  
Telephone: 954-308-8702  
Fax: 954-308-8725  
Email Address: [gregg.bloom@intermedix.com](mailto:gregg.bloom@intermedix.com)



**Exhibit C**  
**Optional Services**

Intermedix will provide the following specific optional services by mutual written agreement between Intermedix and Client:

1. Provide HIPAA-compliant Notice of Privacy Practices to transported, billed patients as an insert into the initial billing notice mailed to these patients.
  
2. If Client has purchased TripTix® product pursuant to the terms and conditions of the Addendum to this Agreement, Intermedix shall provide TripTix® based reporting extract of data required by state or local regulatory authorities connectivity/interface in a format reasonably required by the such authorities.

**Exhibit D**  
**(TripTix® Program)**

This Exhibit D, effective as of the Effective Date of the Agreement, hereby sets forth terms and conditions that apply only to the Product and Product Units listed in this Exhibit D. In regards to the Product, to the extent the terms and conditions of the Agreement are in conflict with this Exhibit D, the terms of this Exhibit D shall control. Where not different or in conflict with the terms, conditions and definitions of this Exhibit D, all applicable terms, conditions, and definitions set forth in the Agreement are incorporated within this Exhibit D as if set forth herein. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Agreement.

WHEREAS, Intermedix has developed the TripTix® solution or product running on personal tablet devices to enter medical records and data into and interact with its main billing and medical records system or SaaS Service (“Product” as more particularly defined herein) that Intermedix is willing to make available to Client to use during the Term of the Agreement, as well as subject to the terms and conditions set forth herein; and

WHEREAS, Client has expressed a desire to obtain a right to use the Product; and

WHEREAS, Client acknowledges that, in connection with the provision of the Product and the Product Unit, Intermedix is incurring significant per unit and, in some cases, per User out of pocket expenses;

NOW, THEREFORE, the parties agree as follows:

**ARTICLE I. DEFINITIONS**

**1.01** Definitions. For purposes of this Exhibit D, the following definitions shall apply:

“Intellectual Property” shall mean all of Intermedix’s rights in and to the Product and Product Unit, including, without limitation, Intermedix’s copyrights, trademarks, trade dress, trade secrets, patents and patent applications (if any), and “know how” and any other proprietary information developed by Intermedix relevant to the Product and/or Product Unit, recognized in any jurisdiction in the world, now or hereafter existing, whether or not registered or registerable.

“Product” shall mean, collectively, each TripTix® Product Unit (a tablet PC, personal digital assistant or similar device), the Software, a third party wireless card in the name of Intermedix and any Third-Party Intellectual Property Rights, as applicable.

“Product Unit” shall mean a single data collection device delivered pursuant to the terms and conditions of this Exhibit D containing one or more elements of the Product but shall not mean any ancillary devices or products provided by persons other than Intermedix.

“Software” means the copies of Intermedix’s software programs as are contained in the Product, including any documentation included therewith. Intermedix may, at its sole discretion, provide corrections and modifications to the Software from time to time.

“Third-Party Interface Devices” shall mean those devices that interface with the Product to transfer information, including medical monitoring devices for which Third-Party Intellectual Property Royalty Payments are made.

“Third-Party Intellectual Property Rights” shall mean the Intellectual Property rights of any third-party used in connection with the Product.

“Third-Party Intellectual Property Royalty Payments” shall mean the payments to be made directly by Client or, indirectly, on Client’s behalf, as consideration for the licensing of any Third-Party Intellectual Property Rights or use of any Third-Party Interface Devices.

“Users” shall mean: (i) any employees of Client and (ii) any medical professional who is authorized to perform medical services for Client in the area in which Client operates its emergency medical services as of the Addendum Effective Date.

## **ARTICLE II. PRICE AND PAYMENT**

**2.01** Adjustment to Rates of Compensation under the Agreement. The compensation due and owing Intermedix by Client shall be increased as described in Section 5.01 of the Agreement during the Term. Additionally, in the event that Client terminates this Exhibit D during the period eighteen (18) months following the Agreement Effective Date, it shall pay an early termination fee as set out on Schedule 2.01 hereto.

**2.02** Product Fees. In addition to the payments required pursuant to the provisions of Section 5 of the Agreement, Client shall make the following payments: (i) all Third-Party Intellectual Property Royalty Payments as further set out on Schedule 2.02 hereto.

**2.03** Additional Services. The additional Services shall be provided to Client at no additional charge, as long as the Agreement is in effect, as set out on Schedule 2.03 hereto. Should the contractual relationship between the parties change, then terms and conditions of the Agreement and Product pricing shall be negotiated between the parties in good faith.

## **ARTICLE III. RIGHT TO USE PRODUCT AND PROPRIETARY RIGHTS**

**3.01** Right to Use. Commencing on the Effective Date and subject to the terms and conditions of this Exhibit D, Intermedix grants Client and its Users a non-exclusive, non-transferable right to use the Product during the Term. This right to use the Product during the Term does not constitute a sale of the Product or any portion or piece thereof.

**3.02** Delivery and Acceptance. Intermedix will deliver to Client, the Product at mutually agreeable times, after or simultaneously with the Effective Date.

**3.03 No Other Rights.** Client's rights in the Product will be limited to those expressly granted in this Article III. All changes, modifications or improvements made or developed with regard to the Product by Intermedix, whether or not made or developed at Client's request, shall be and remain the property of Intermedix. Intermedix reserves all Intellectual Property rights and any other rights in and to the Product not expressly granted to Client hereunder.

**3.04 Restrictions.** Client acknowledges that Intermedix and its suppliers, including, without limitation, the suppliers of certain Third-Party Intellectual Property Rights, have, retain and own all right, title and interest in and to the Product, and all patent, copyright, trademark and service mark and trade name and the goodwill associated therewith, trade secret, inventions, technology, ideas, know-how, and all other intellectual property rights and all other rights pertaining thereto. All such right, title and interest shall be and remain the sole property of Intermedix. Client shall not be an owner of, or have any interest in the Product but rather, such Client only has a right to use the Product pursuant to this Addendum. Neither Client nor its Users shall: (i) remove any copyright, patent or other proprietary legends from the Product; (ii) sub-license, lease, rent, assign, transfer or allow any third-party any right to use the Product; (iii) alter, modify, copy, enhance or adapt any component of the Product; (iv) attempt to reverse engineer, covert, translate, decompile, disassemble or merge any portion of the Product with any other software or materials; (v) otherwise create or attempt to create any derivative works from this Product, or permit persons who are not Users any access to the Product or its operations, and any attempt to do any of the above shall void all warranties given Client by Intermedix and shall be a material breach of this Addendum.

**3.05 Material Change to Product.** If there is any material change in any rules, orders, laws or regulations governing the manner in which this Product operates or in the data provided by third parties (such as changes in the manner of operation of global distribution systems or standards in wireless or non-wireless communications protocols); then upon written notice to Client, Intermedix will have the right, retroactive to the date of such material change, to modify the way in which this Product delivers data in order to comport with any change in law or regulations or functionality governing the Product. All data used by Intermedix for testing and development shall be supplied by Client at its expense to Intermedix promptly upon request by Intermedix to Client.

#### **ARTICLE IV. PRODUCT UNITS**

**4.01 Generally.** Client and Intermedix understand and agree that Intermedix shall make available one or more Product Units. Client understands and acknowledges that any of the aforementioned Product Units provided by Intermedix will be subject to the additional fee described in Section 2.02 of this Exhibit D. Also, in connection with the potential provision of such Product Units, Client agrees:

Client will be responsible for any loss or damage to such Product Units. Client agrees to pay: (i) the cost of repairs in excess of manufacturer extended warranty of any such Product Unit provided to it or (ii), if the Product Unit is irreparable, lost or stolen, for the replacement cost of the Product Unit. Client is responsible for repair or replacement

costs not covered by extended warranty provided by Intermedix. Client agrees that Client may obtain insurance for such devices provided that Intermedix is named as a beneficiary under such insurance. Intermedix will use commercially reasonable efforts to provide Client with a replacement Product Unit within one (1) business day following the business day on which the request is made.

(a) Client agrees that it shall immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix of any loss or theft of a Product Unit (a "Product Unit Loss Event"). Upon Intermedix's receipt of notification given by the Client of a Product Unit Loss Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the Product and the Product Unit until such time as the Product Unit Loss Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Product, (ii) any other intellectual property rights of Intermedix or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that any Product Unit Loss Event involves Protected Health Information, and is subject to HIPAA, as amended by the HITECH Act, Client shall comply with all applicable requirements under such laws, including any applicable HIPAA Notification requirements triggered by the Product Unit Loss Event. To the extent that a Product Unit Loss Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, Health & Human Services, and/or prominent media outlets, as applicable). Client acknowledges that they are responsible for configuring the Product Unit security password configuration (the "Product Unit Security Configuration") and providing that Users provide adequate safeguard password security.

(b) Client may be required to enter into additional agreements with the makers of third-party devices(monitors, scanners, EKG machines, etc.) with respect to the transmission of information between the third party device and the Product Unit. Client understands and agrees that Intermedix will not be able to provide Product Units unless and until agreements are entered into with the third-party manufacturers of such third party devices. Client understands and agrees that its failure to enter into or reach agreements with such third-parties (and any and all consequences of such failure) shall not be deemed to be a default of Intermedix under this Exhibit D or any other arrangement between Client and Intermedix. Client further understands and agrees that the failure to enter into such agreements with these third parties may hinder Client's use

of certain software features that might otherwise be available to it (for instance, a direct data connection between a third party device and the Product Unit).

Client may be required to obtain new or different medical or other equipment capable of communicating with the Product Unit. Client understands and agrees that such new or different medical or other equipment must be obtained at Client's sole cost and expense.

Client may request Intermedix to support additional medical or other devices. Client understands and agrees that the costs of developing an interface may be significant and may involve the payment of royalties to the third-party manufacturers of the device. Client further understands and agrees that Intermedix has no obligation to undertake the development of interfaces with additional medical or other devices.

## **ARTICLE V. TERM AND TERMINATION**

**5.01** Generally. The term of this Exhibit D shall begin on the Effective Date and shall continue until the termination or expiration of the Agreement, unless terminated as provided in Section 5.03 below.

**5.02** Termination. Notwithstanding any other language herein or in the Agreement, a termination of this Exhibit D shall not operate to terminate the Agreement, but a termination of the Agreement shall operate as a termination of this Exhibit D.

### **5.03** Termination of Exhibit D.

If Intermedix, at any time, materially fails to perform any obligation required under this Exhibit D, or breaches any material term or condition of this Exhibit D, and such material default or breach, being curable, continues uncured for twenty (20) calendar days after written notice from Client to Intermedix specifying the nature and extent of the failure to materially perform such obligation, Client shall have the right to terminate this Exhibit D upon the expiration of said twenty (20) calendar day period, without any obligation to pay any early termination payment outlined in Schedule 2.01.

If Client, at any time, fails to materially perform any obligation required under this Exhibit D, or breaches any material term or condition of this Exhibit D, and such material default or breach, being curable, continues uncured for twenty (20) calendar days after written notice from Intermedix to Client specifying the nature and extent of the failure to materially perform such obligation, Intermedix shall have the right to terminate this Addendum upon the expiration of said twenty (20) calendar day period, and any early termination payment required by Client outlined in Schedule 2.01 shall be immediately due and payable to Intermedix.

**Termination without Cause.** Client may terminate this Exhibit D (but not the Agreement) at any time without cause by providing thirty (30) calendar days prior written notice to Intermedix, and making payment in full of the required early termination payment disclosed on Schedule 2.01 with respect to each Product Unit delivered pursuant to this Exhibit D, which shall be immediately due and payable as of the date of such written notice of termination. As of the

effective date of such termination, Client shall return all Product Units to Intermedix and shall have no further right to access the Product provided hereunder.

Intermedix may terminate this Exhibit D at any time without cause upon six (6) months prior written notice to Client.

**5.04 Obligations Following Termination.** Any termination of this Exhibit D shall not release Client or Intermedix from any claim of the other accrued hereunder prior to the effective date of such termination. Upon termination of this Exhibit D, Intermedix shall remain the sole owner of the Product and all Intellectual Property and goodwill associated therewith, and Client shall assert no rights thereto. Upon termination of this Exhibit D for any reason, Client shall immediately discontinue use of the Product, and within ten (10) calendar days, return each of the Product Units and certify in writing to Intermedix that all copies, extracts or derivatives of any item comprising the Product, in whole or in part, in any form, have either been delivered to Intermedix or destroyed in accordance with Intermedix's instructions. All payments made by Client to Intermedix hereunder are non-refundable.

#### **ARTICLE VI. LIMITED WARRANTY AND DISCLAIMER:**

**6.01 Product Warranty.** Intermedix warrants that each Product Unit delivered to Client will be free from material defects when delivered.

**6.02 Information/Disclaimer of Warranties with Respect to Data and Information Provided by Third Parties.** Some information transmittable or accessible through any Product Unit may have been obtained through sources believed to be reliable (such as various Internet providers, real-time data provided by GPS systems or medical devices or other third party information sources). Client agrees that Intermedix shall not have any liability whatsoever for the accuracy, completeness, timeliness or correct sequencing of the information, or for any decision made or action taken by Client in reliance upon such information or the Product. Client further agrees that Intermedix shall have no liability whatsoever for the transmission, non-transmission or partial transmission of data through third-party data systems and that such transmission shall be undertaken at Client's sole risk, cost and expense.

**6.03 Disclaimer.** Intermedix and its third party suppliers do not warrant that any Product will meet Client's requirements or that access to the Product, or the operation of the Product, will be uninterrupted, error-free, that all errors will be timely corrected, or that the data and/or reports generated by the Product will be accurate in the event that any third party information providers have provided inaccurate information. THE WARRANTIES EXPRESSLY PROVIDED IN THIS EXHIBIT D AND THE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE

WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

**6.04** Exclusive Remedy. For any breach of the warranties set forth in Section 6.01, Intermedix, shall, following written notice thereof by Client, use diligence efforts, at Intermedix's sole expense, promptly to repair or replace the nonconforming Product or Product Unit. This is Intermedix's sole and exclusive liability, and Client's sole and exclusive remedy, for the breach of the above warranties. Intermedix shall have no obligation to replace any defective Product Unit which is not returned to Intermedix immediately following delivery or which has failed because of accident, abuse or misapplication.



**Schedule 2.01**  
**Early Termination Fee**

The Initial Term Early Termination Payments with respect to each Product Unit are as follows:

	<b>Period</b>	<b>Amount</b>
(1)	For an Early Termination during the first eighteen (18) months from the beginning of the Term:	\$2,750.00
(2)	For an Early Termination during the remainder of the Term:	\$0.00

**Schedule 2.02**  
**Third-Party Intellectual Property Royalty Payments**

In addition to the other compensation required under this Exhibit D, Third-Party Intellectual Property Payments shall be made as follows:

Licensing/Royalty agreement to be executed between Client and the manufacturer of Client's defibrillating equipment when the manufacturer has cleared the Product Unit for direct interface between their equipment and Intermedix provided data devices.

### **Schedule 2.03**

#### **Additional Services**

(1) Client has purchased TripTix product pursuant to the terms and conditions of this Addendum C and Intermedix shall provide TripTix based reporting extract of data required by state or local regulatory authorities' connectivity/interface in a format reasonably required by such authorities.

(2) Provide an interface to Client's Computer-Aided Dispatch ("CAD") system for the purpose of supplying to the TripTix software dispatch information in a format suitable as prescribed by Intermedix. Client agrees to pay any charges for this purpose as required by its CAD vendor and that Intermedix is not responsible for such charges, nor is Intermedix responsible for any lack of cooperation by the Client's CAD vendor in attempting to develop such interface for client. Should Client change CAD Vendor or substantially change CAD software version after initial implementation, Client shall be responsible for costs to implement the new CAD interface.

**intermedix**

6451 N. Federal Highway, Suite 1000  
Fort Lauderdale, FL 33308

**Tom Huguenard**

*Vice President, Operations*

**Tom.Huguenard@intermedix.com**

**(614) 987-2001**

## Proposal on Furnishing EMS Ambulance Billing Services for Okaloosa County, Florida

Due Date: March 7, 2014 no later than 4:00pm

**Okaloosa County Purchasing Department**

**Attn: Zan Fedorak**

**602-C North Pearl Street**

**Crestview, FL 32536**

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## Executive Summary

We are grateful for the opportunity to demonstrate the benefits of an ongoing partnership between Intermedix and Okaloosa County. These benefits include:

- An established history of performance improvement.
- An ongoing commitment to future innovation.
- An extensive history of organizational knowledge and experience.

Intermedix has demonstrated **performance improvement** for Okaloosa County every year, which includes record collections for Calendar Year 2013 of over \$6.4 million. We have completed several initiatives over the years such as the implementation of TripTix<sup>®</sup> to facilitate charge reconciliation, enhanced reporting that provides reporting directly down to the paramedic level, and expanded electronic relationships with the hospitals that receive OCEMS transports.

And as part of our ongoing commitment to **innovation**, we have provided training and education for the County's medics. Intermedix also rolled out additional medic documentation training modules to support the County. By choosing Intermedix, you can continue to take advantage of a trusted solution without the revenue risk and implementation cost associated with the transition to a new vendor.

Our team is dedicated to OCEMS, and has developed valuable **organizational knowledge and experience** over the years surrounding Florida payers, technology integrations, and more. Due to this knowledge already being in place and because of OCEMS' size, a new vendor would face a significant learning curve to reach the current state of our partnership with OCEMS.

To give you a solid foundation to evaluate the information in our response, we present the key differentiators of our EMS billing service offering within the context of the Evaluation Criteria set forth in the RFP.

### Unrivaled Experience

Intermedix has the team, processes, technology, and facilities in place to continue our partnership with OCEMS. Each of these key areas of performance are operational and functioning well. Differentiators of our management, implementation, and support plan include but are not limited to:

- We have a management team with more than 25 years of combined experience in medical billing.
- We have 15 years of direct experience and dozens of years of combined experience billing for OCEMS.
- We have demonstrated a commitment to supporting OCEMS initiatives by providing a detailed analysis of County transport fee schedules.
- We have a regionally-focused and diverse OCEMS team with deep knowledge of your policies, procedures, payer community, and state regulations.

## Unrivaled Qualifications

Intermedix understands how important it is for OCEMS to have an EMS billing partner that is a proven leader. Our growing list of capabilities and long history of performance for a wide range of clients gives you the confidence that OCEMS will continue to receive the best EMS billing services available now and for years to come. Our qualifications include:

- We have been providing EMS billing services in the State of Florida for more than 35 years.
- We serve more than 300 EMS clients and processes nearly 3 million incidents annually on their behalf.
- We serve 14 of the top 32 cities in the United States that have chosen to outsource EMS billing services.
- We have the privilege of serving 55 clients in the state of Florida.
- We offer the only no-risk option given that we are the current vendor, thereby eliminating the risks involved with transitioning to a new vendor.
- We have a unique focus on compliance to navigate the continuously changing regulatory environment and ensure compliance with billing and HIPAA regulations.
- We have a solid commitment to the EMS industry with dedicated executive leadership who are experts in EMS billing and compliance.

We were recently awarded an additional contract with the State of Florida to manage the EMSTARS database. In fact, OCEMS is already using some of our innovative technologies through the State of Florida's contract for EMResource and EMTrack which are our communications, resource management, and patient/equipment tracking solutions.

## Technical Approach

Intermedix has extensive experience with the services and products you need and the technical considerations surrounding those services and products. Our proposal goes beyond the RFP requirements and specifications, including but not limited to:

### Technology Capabilities

- Proprietary linkage database with more than 30 million patient and hospital records to facilitate capture of patient insurance and demographic information on OCEMS accounts.
- Proprietary EMS billing platform and dedicated IT resources allowing for rapid change in supporting OCEMS needs, regulation changes, and Intermedix innovation.
- Complete visibility into your accounts and our performance with 24x7x365 access to data. Our Intermedix Business Intelligence System (IBIS) and Intermedix billing system are accessible through any internet-enabled computer.

### **Integrations**

- We have numerous electronic and fax-back integrations already in place. We are currently receiving hospital data on 78% of OCEMS' EMS transports for the capture of patient insurance and demographic information for OCEMS accounts.

### **Business Services**

- Proprietary medical necessity codes providing audit support, and training opportunities surrounding coder and crew member training.
- Multiple geographically dispersed EMS billing-dedicated offices and employees around the country for disaster recovery and business continuity purposes.
  - Annual Statements on Standards for Attestation Engagements No. 16 (SSAE-16)
  - Annual HIPAA HITECH audits providing OCEMS with the assurance that the system and processes being utilized to process your accounts is secure and compliant. To our knowledge, we are the only EMS billing firm that submits to this level review.

### **Conclusion**

We thank you for your partnership. Understand that our relationship with the County is one that we are very proud to maintain. Our hope is that our actions, results, and commitments made within this Executive Summary and the balance of our proposal substantiate that fact and solidify your confidence in our abilities as your billing provider.



## Minimum Eligibility Requirements

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to this project, have successfully completed services similar to those specified in the Scope of Services section of this RFP for at least three governmental entities...



Intermedix has provided the proposed services successfully for more than 35 years and currently for more than 300 clients. We have more than 2,000 employees throughout the United States, the majority of whom are focused exclusively on EMS billing and collections. Intermedix has continuously led the way by strategically adding services and technologies that directly enhance our singular focus on serving the emergency healthcare sector.

...and are licensed, insured, bondable and Health Insurance Portability and Accountability Act (HIPAA) and Emergency Medical Services Tracking & Reporting System (EMSTARS) compliant in the State of Florida.



Intermedix has a dedicated compliance department that is focused on maintaining HIPAA, HIPAA HITECH and all other regulatory compliance for our company and our clients. You can find details about our compliance program in the Compliance Overview we have provided after page 6. Intermedix is the State of Florida's current provider for its EMSTARS program. Proof of our compliance is included below.

**Florida EMSTARS Vendors**

The following ePCR solutions and vendors have been verified as EMSTARS Compliant:

1. [Documed Systems International, Inc.](#)  
Emergency-Pro, Version 4.0
2. [Sansio](#) (Formerly ScanHealth)  
HealthEMS™, Version 4.1
3. [Zoll Data Systems](#)  
RescueNet, TabletPCR, Version 4.0.2.01
4. [emsCharts](#)  
emsCharts, emsCharts Pocket, emsCharts Mobile, Version 2.2
5. [Ortivus](#)  
Sweet Billing & Field Data with NEMESIS Export Module, Version 5.3
6. [Healthware Solutions](#)  
EMS Solution Suite, Version 5.7
7. [Intermedix](#)  
EMS 2006, Version 1.0
8. [EMS Consultants](#)  
Automated Run Tracking (ART), Version 6.2
9. [ACS-Firehouse](#)  
Firehouse Software, Version 7.0
10. [Code 3 Software](#)  
EMS Express, Version 1.0
11. [Golden Hour Data Systems](#)  
GH Live, Version 1.0
12. [Zoll Data Systems](#)  
FireRMS, Version 4.3
13. [ImageTrend](#)  
EMS Service / Field Bridge, Version 4.3
14. [Emergidata](#)  
RescueMedic, Version 1.11
15. [OPEN Incorporated](#)  
SafetyPAD, Version 2.7

7. [Intermedix](#)  
EMS 2006, Version 1.0

The proposal should demonstrate at least three years of documented successful experience with and current knowledge of ambulance services billing. Experience must include filing claims with government programs such as Medicare and Medicaid, as well as, commercial health insurance programs (HMOs and PPOs) and the processing of at least 24,000 transports per year with a minimum of 85% documented collection percentage rate.



Intermedix has provided the services sought by OCEMS for more than 35 years. Please see the references we have provided in Section D. Professional and Financial References. We have provided collection rate information for three of our current clients, Miami-Dade County FL, Orange County FL, and the City of Philadelphia, PA.

We felt it was important to include information for some Florida clients to demonstrate our local in-state presence, and equally important to provide information for a client that is also processed out of our Columbus Ohio Operations Center, like OCEMS. Each reference provided on this page performs greater than 24,000 transports annually and has a documented collection rate of greater than 85%.

<b>MIAMI-DADE COUNTY, FL – 79,000 TRANSPORTS</b>	
<b>Pay Class</b>	<b>Collection Percentage</b>
Medicare	93%
Medicaid	93%
Insurance	81%

<b>ORANGE COUNTY, FL – 54,000 TRANSPORTS</b>	
<b>Pay Class</b>	<b>Collection Percentage</b>
Medicare	92%
Medicaid	90%
Insurance	85%

<b>CITY OF PHILADELPHIA, PA – 162,000 TRANSPORTS</b>	
<b>Pay Class</b>	<b>Collection Percentage</b>
Medicare	98%
Medicaid	95%
Insurance	82%

# COMPLIANCE

Intermedix places compliance at the heart of all operations, and our investment in experienced professionals and industry certifications demonstrates that focus.



## GREGG BLOOM

*Chief Compliance Officer*

- Oversees enterprise regulatory compliance
- More than 15 years of experience in healthcare law
- Membership: Florida Bar, Health Law Section



## JACKIE TORRES

*Compliance Audit Manager*

- Oversees EMS audit team
- More than 10 years experience in the healthcare industry
- Certifications: Certified Professional Coder (AAPC), Certified Ambulance Coder (NAAC)
- Membership: AAPC, serving in local leadership position



## RUSSELL WALKER

*Vice President, Information Security & Compliance*

- Oversees information security and compliance
- More than 20 years of information security, privacy, risk management and compliance experience
- Certifications: Certified Information Systems Auditor, Information Systems Security Professional, Governance of Enterprise IT, Common Security Framework Practitioner



## JOE McCLOSKEY

*Vice President, Compliance*

- Oversees EMS compliance
- More than 30 years experience in medical billing
- Formerly with Medicare Contractor as Director of Program Integrity
- Certifications: Healthcare Compliance (HCCA), Healthcare Billing and Management Executive (HBMA), Certified Ambulance Coder (NAAC)

## ACTIVE INDUSTRY ENGAGEMENT

Intermedix is actively involved with the following industry groups to stay up-to-date on the latest trends, show our support for their similar values and contribute our insights based on experience and expertise.

### American Ambulance Association, Federal Reimbursement Committee

We review all federal regulation changes that relate to reimbursement in the ambulance industry.

### National Academy of Ambulance Coding (NAAC)

We participate in training seminars and continuing education.

### Page Wolfberg & Wirth

We attend national and regional seminars.

In addition to our investment in the industry, we have made the following investments in our people:

- 46 nationally certified coders with expertise in EMS ambulance coding.

## QUALITY ASSURANCE CONTROLS

### Automated System Controls

Our EMS billing system was built from the ground up with a focus on compliance. We have the following automatic controls in place to ensure that a human verifies accounts that could have compliance issues.

- Automatic routing of claims coded as “Not Medically Necessary” to a manual review queue
- Automatic routing of claims missing signatures to a manual review queue
- Automatic alerts on outliers of pre-configured metrics for hospital connections
- Daily email alerts about queues, volumes, process reports, etc

### Coder Audits

Our supervisors conduct a monthly audit, scored on the following criteria. A score of at least 95% is required.

- Assignment of appropriate level of service
- Determination of medical necessity
- Determination of emergency or non-emergency transport
- Assignment of appropriate signature acronym
- Assignment of appropriate HCPCS modifiers
- Assignment of appropriate ICD-9 codes, including E-codes
- Verification and entry of all appropriate charges

### Implementation and ePCR Integration Controls

During implementation, the following quality assurance steps are completed to ensure information flowing from the ePCR to the Intermedix billing system is complete and accurate.

- Medical record mapping
- Facility mapping
- User acceptance testing
- CAD reconciliation
- Signature compliance
- Client documentation audits
- Charge verification (ongoing)
- Go-live testing & verification
- Documentation training (ongoing)

## INNOVATION & CONTINUOUS IMPROVEMENT

Every day, our compliance team is monitoring new industry developments, communicating them to our clients, and proactively developing and rolling out strategies to ensure compliance and security for our clients.

- Recent Business Associate regulations under the HIPAA Omnibus Rule
- HIPAA/ HITRUST compliance for Intermedix and all of its Business Associates
- New and emerging threats to information security

## A. Letter of Transmittal

March 5, 2014

Okaloosa County Purchasing Department  
Attn: Zan Fedorak  
602-C North Pearl Street  
Crestview, FL 32536

Dear Ms. Fedorak,

Please accept this proposal in response to Okaloosa County's RFP # EMS 23-14 for EMS Ambulance Billing Services. We appreciate this opportunity to continue to serve the County. The proposal contents may be incorporated, in whole, into a written contract.

Our proposal is based on all terms set forth in the RFP and all addenda provided by the County. Additionally, our proposal complies with all non-collusion requirements. In keeping with the RFP requirements, we have provided the following details about company individuals authorized to bind our company. Individuals authorized to make representations and legally bind our company are as follows:

NAME AND TITLE	ADDRESS	EMAIL AND PHONE
<b>Doug Shamon</b> President & Chief Executive Officer	6451 N. Federal Highway, Suite 1000 Fort Lauderdale, FL 33308	<a href="mailto:Doug.Shamon@intermedix.com">Doug.Shamon@intermedix.com</a> (954) 308-8700
<b>Ken Cooke</b> Chief Operating Officer	6451 N. Federal Highway, Suite 1000 Fort Lauderdale, FL 33308	<a href="mailto:Ken.Cooke@intermedix.com">Ken.Cooke@intermedix.com</a> (954) 308-8700
<b>Brad Williams</b> Chief Accounting Officer	6451 N. Federal Highway, Suite 1000 Fort Lauderdale, FL 33308	<a href="mailto:Brad.Williams@intermedix.com">Brad.Williams@intermedix.com</a> (954) 308-8700
<b>Pamela S. Krop</b> Senior Vice President & General Counsel	6451 N. Federal Highway, Suite 1000 Fort Lauderdale, FL 33308	<a href="mailto:Pam.Krop@intermedix.com">Pam.Krop@intermedix.com</a> (954) 308-8700
<b>Joseph McCloskey</b> Vice President & EMS Compliance Officer	6451 N. Federal Highway, Suite 1000 Fort Lauderdale, FL 33308	<a href="mailto:Joe.McCloskey@intermedix.com">Joe.McCloskey@intermedix.com</a> (954) 308-8700
<b>Mike Wallace</b> Chief Financial Officer	6451 N. Federal Highway, Suite 1000 Fort Lauderdale, FL 33308	<a href="mailto:Mike.Wallace@intermedix.com">Mike.Wallace@intermedix.com</a> (954) 308-8700

Intermedix has more than 35 years of experience in EMS billing. We now serve more than 300 satisfied clients, bill for 3 million annual transports, and collect over \$1 billion in annual collections across the country, which includes many of the largest agencies in the United States, such as Chicago, Los Angeles, Philadelphia, Washington D.C., New Orleans, Boston, Hawaii, San Francisco and Denver. We also have significant experience in Florida where we currently serve 55 agencies including Brevard, Osceola, Seminole, Miami Dade, and Leon Counties.

Intermedix has helped the County increase collections by 270% over the last 15 years, and has collected over \$59.4 million since our partnership began. We have also worked with your leadership to implement many new processes and enhancements, including the expansion of our hospital data gathering program.

We have provided nine (9) new training modules to assist in the continuous training of Okaloosa's medics as well as analysis and projections for multiple transport fee increases and implementation of a process to send delinquent accounts to the County's collection agency.

Please reach out to Vice President of Operations Tom Huguenard via phone at (614) 987-2001, or by email at [Tom.Huguenard@intermedix.com](mailto:Tom.Huguenard@intermedix.com) should you need any further information. Mr. Huguenard can also provide technical clarification regarding the proposal or schedule time for a presentation. Thank you for allowing us to serve you for the last 15 years, and we sincerely look forward to the opportunity to continue our partnership.

Respectfully submitted,



Doug Shamon  
President and Chief Executive Officer

## **B. Statement Acknowledging Receipt of Addenda**

Intermedix has received and reviewed Addendum 1 and Addendum 2 issued by the County.

## C. Qualifications and Experience

Qualifications and experience of the firms(s)/individual(s) who will provide the services which shall include documentation of the firm's experience in similar work

### Company Qualifications and Experience

Our commitment to building long and successful relationships is exemplified in our relationship with our current clients, which has led us to implement a staffing model to support the day-to-day services required for EMS billing services. It is important to note that the performance of your account is not contingent on the expertise of one or even a couple of key personnel.

Although we are the largest company in the industry, we are dedicated to maintaining our local touch with our local client base. We accomplish this through regional operations and account management teams, whereby clients are assigned a dedicated Client Services Team. Key functions of the Client Services Team include:

- End-of-Month Reporting
- Policy and Services Implementation
- Education and Training Coordination
- Performance Management Reporting
- Issue Resolution
- Special Projects to include Reporting, Auditing Support, etc.

The County's Support Team will continue to be headed by Tom Huguenard – Vice President of Operations who works closely with Amber Lough your Client Services Manager. The County's account will continue to be processed out of our Columbus Operations Center.

The County will be served by an experienced operations team that report to Ms. Lough, with a primary day-to-day contact as well as additional billing and financial support contacts who will be available during regular business hours for standard needs, and 24/7 to address urgent matters.

We will continue to provide the County with an annual analysis to allow the County to assess performance against agreed-upon metrics. We are a learning organization and are constantly looking to improve our processes, so we look forward to this level of engagement with the County.

**You will find an overview of our Data and Analytics capabilities immediately following this page.**



# DATA AND ANALYTICS

Intermedix offers customizable dashboards and reports powered by SAP business objects. You can choose data from any report and pair it with one of many visualization options in a layout tailored to your organization. Dashboards support interactivity for ad hoc data exploration

**100% Customizable Dashboard**

**More Than 1,000 Available Data Elements**

**Self Service Reporting**

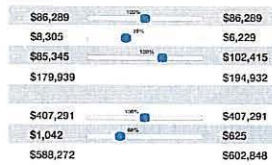
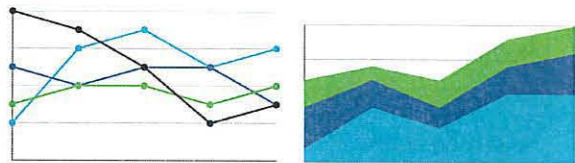
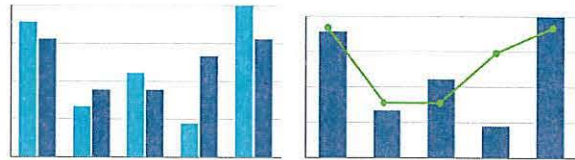
- \* Access To Pre-Built Reports
- \* Drag-and-drop Report Creation

Expert Report Building Service

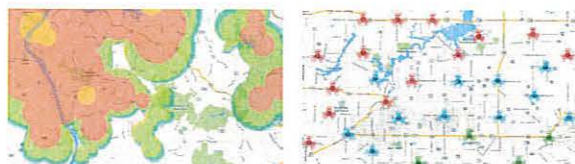
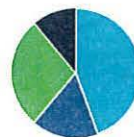
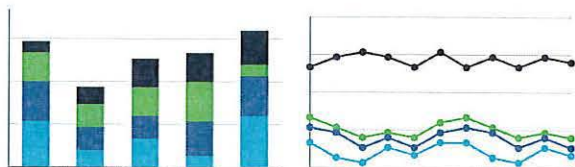
**Report Scheduling**

**Available Formats: PDF | Excel | CSV | XML**

## DASHBOARD DATA VISUALIZATIONS



	US	Northeast	Midwest
Feb	5,800,000	800,000	1,200,000
Mar	5,300,000	800,000	1,240,000
Apr	5,170,000	710,000	1,210,000
May	5,180,000	750,000	1,240,000
Jun	5,010,000	720,000	1,210,000
Jul	5,010,000	730,000	1,230,000
Aug	4,810,000	720,000	1,190,000
Sept	4,450,000	680,000	1,090,000
Oct	4,430,000	670,000	1,090,000



## Staff Experience

We have a dedicated team of experts who serve Okaloosa County EMS, as indicated below:

### EMS Leadership Biographies

**Andy Sheils,**  
Senior Vice  
President, EMS  
Client Service

Andy Sheils leads the Intermedix client services team. He has more than 10 years of experience in government finance and operations roles. Prior to joining Intermedix, Mr. Sheils held the position as First Deputy Comptroller at the City of Chicago. Mr. Sheils earned his Bachelor's and Master's degrees from the University of Illinois at Chicago.

**Dave Poole,**  
Executive Vice  
President, EMS  
Operations

Dave Poole leads the Intermedix EMS services executive team. He has more than 25 years of experience in health care billing. Prior to joining Intermedix, Mr. Poole was the principal consultant at Healthcare Consultants, Inc. Mr. Poole attended Kent State University and graduated as a surgical technologist from the U.S. Navy.

**Tom Huguenard**  
Vice President,  
Operations

Tom Huguenard leads the Ohio operations team. He has 30 years of experience in the health care industry, predominantly in medical billing and accounts receivable management. Prior to joining Intermedix, Mr. Huguenard was the director of operations at Comprehensive Medical Practice Management. Mr. Huguenard earned his Bachelor's degree in business and health care administration from Western Michigan University.

**Cindy Waters,**  
Director, Hospital  
Liaison Program

Cindy Waters directs Intermedix's hospital integrations. She has more than 30 years of health information management experience. Prior to joining Intermedix, Ms. Waters held the position as corporate project leader and executive liaison at Per-Se Technologies. Ms. Waters earned her Bachelor's degree in education from Towson State College.

**Jim Montgomery**  
Vice President,  
Client Service

Jim Montgomery leads the Intermedix Northeast and Midwest regions client services team. He has more than 20 years of experience in municipal government. Prior to joining Intermedix, Mr. Montgomery held the position as Director of Administration and Finance at Boston EMS. Mr. Montgomery earned his Bachelor's degree from Millikin University and holds a Master's degree in public administration from Kennedy School of Government at Harvard University.

**Amber Lough,**  
Client Services  
Manager

Amber Lough is the daily point of contact for OCEMS. After completing college undergraduate studies, she joined Intermedix in 2009 as an accounts receivable representative. Ms. Lough has served as a Rapid Response Representative and was promoted to the position of Client Services Manager. She graduated from Wittenberg University with a Bachelor's degree in Business Management.

**Michelle George,**  
Coding Manager

Michelle George leads the coding team that serves OCEMS. She has served in our coding department as CQI Manager since 2006, and has more than 25 years of experience in the medical coding, management, and healthcare industry. Prior to joining Intermedix, Ms. George served in various areas of the healthcare industry including working as an EMT for Morrow County Ohio, as a Certified Nursing Assistant (CNA) at Grady Memorial Hospital in Atlanta, as well as several management and financial roles for other private companies. Her education includes training in nursing and accounting, and a Certificate in ICD-9/CPT coding.

**Daniel Smith,**  
Data Gathering  
Manager

Daniel Smith leads the data gathering team for billing operations. He joined the Intermedix team in 2011. Prior to joining the company, Mr. Smith spent several years with Nationwide Insurance as a claims processing representative, and most recently as a retail manager for a large retail pharmacy. He graduated from the Ohio State University with a Bachelor of Science degree in Microbiology.

**Eric Braun,**  
Payments Manager

Eric Braun leads the payment posting team for billing operations. He joined the Intermedix team in 2009. Prior to joining the company, Mr. Braun worked as an accounts receivable representative at a physician billing firm. He graduated from Kent State University with a Bachelor's degree in Business Administration with a major in Computer Information Systems and a minor in Business Management.

**Maria Losey,**  
Accounts  
Receivable and  
Auditing Manager

Maria Losey leads our account resolution team that handles accounts receivable and auditing. She brings 18 years of healthcare experience to her position at Intermedix. Ms. Losey joined our team in 2006 having served as the Office Manager for a Westerville, Ohio physician and a Supervisor at Per Se' Technologies.

**Joe Cooney,**  
Patient Contact  
Center Director

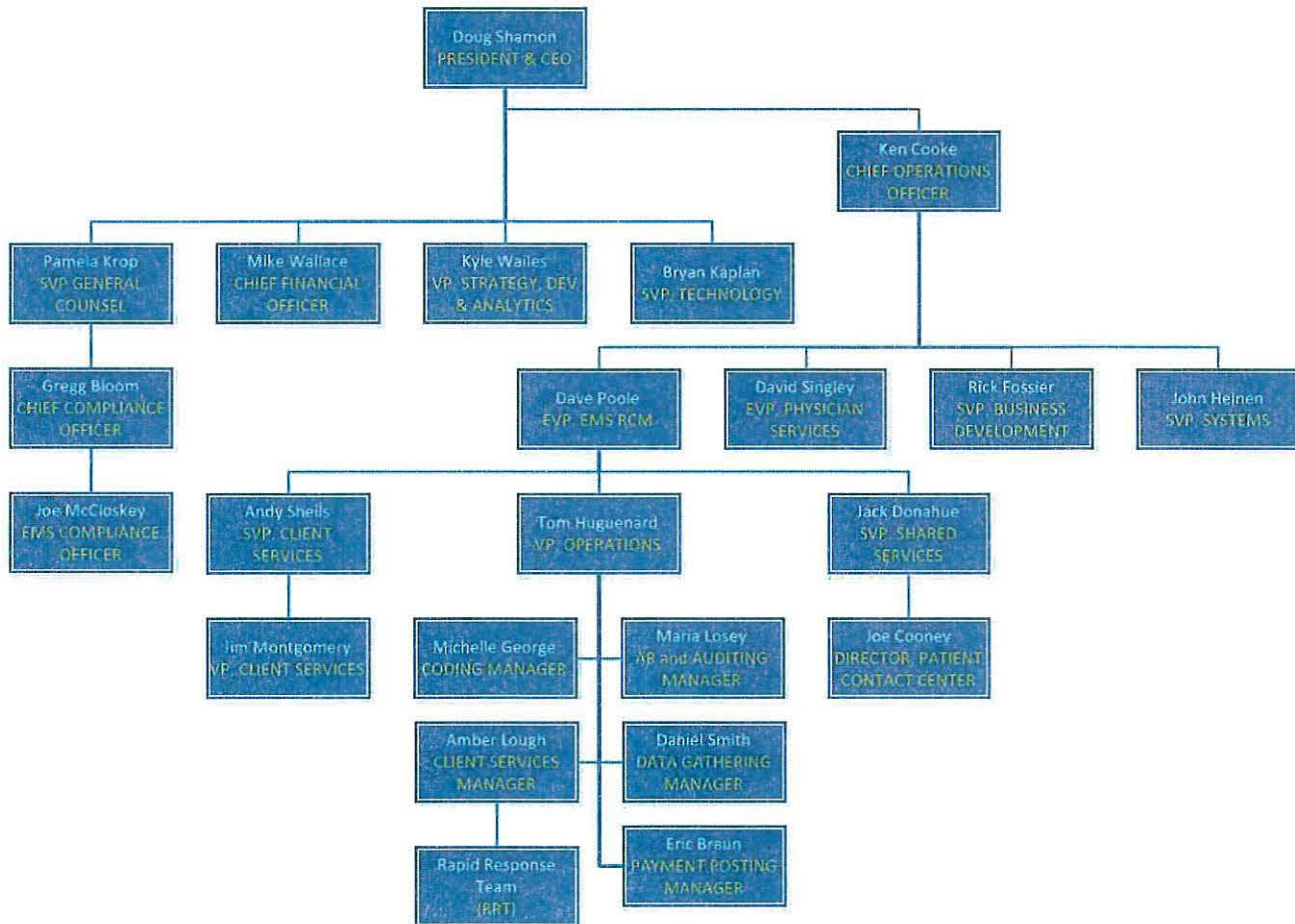
Joe Cooney leads the patient contact center. He has more than 20 years of experience in the call center industry. He has held senior level positions in training, quality, operations, and client relations for an international affinity marketing company. Prior to joining Intermedix, Mr. Cooney was the Director of Retention and Customer Service in a call center located in Westerville, Ohio. Mr. Cooney graduated from Bowling Green State University with a Bachelor's degree in English.

**Gregg Bloom,**  
Chief Compliance  
Officer

Gregg Bloom oversees and manages regulatory compliance issues within Intermedix. He has more than 15 years of experience in the health care and finance legal fields. Prior to joining Intermedix, he was the chief compliance officer at a large privately owned ambulance service company. Mr. Bloom earned his Bachelor's degree in business administration from George Washington University. He holds a Master's degree in laws in taxation from the University of Miami School of Law and a law degree from Nova Southeastern University's Shepard Broad Law Center.

**Joe McCloskey,**  
EMS Compliance  
Officer

Joe McCloskey leads the Intermedix compliance team. He has more than 30 years of experience in medical billing. Prior to joining Intermedix, Mr. McCloskey held the position as regional director at Per-Se Technologies. He earned his Bachelor's degree in business administration from State University at Albany, New York and holds a Master's degree in health care administration from Long Island University. Mr. McCloskey is also certified in Healthcare Compliance, HCCA and is certified as a Healthcare Billing and Management Executive, HBMA.



## D. Professional and Financial References

List at least two (2) current and pertinent professional and financial references (name, address, and phone number) that the COUNTY may contact in relations to the Proposer’s qualifications, experience and stability.

### Professional References

#### REFERENCE SHEET

**Refer to Proposal Specification**

<b>NAME OF CUSTOMER</b>	Seminole County Fire Rescue
<b>ADDRESS</b>	150 N. Bush Blvd., Sanford, FL 32772
<b>PHONE NUMBER</b>	(407) 665-5179
<b>PERSON TO CONTACT</b>	Kevin R. Yelvington - Assistant Chief kyelvington@seminolecountyfl.gov

<b>NAME OF CUSTOMER</b>	Broward Sheriff’s Office
<b>ADDRESS</b>	2601 W. Broward Blvd., Fort Lauderdale, FL 33312
<b>PHONE NUMBER</b>	(954) 831-8291
<b>PERSON TO CONTACT</b>	Todd LeDuc - Deputy Chief todd_leduc@sheriff.org

<b>NAME OF CUSTOMER</b>	Miami-Dade County Fire Rescue
<b>ADDRESS</b>	9300 NW 41st St., Miami FL 33178
<b>PHONE NUMBER</b>	(786) 331-5121
<b>PERSON TO CONTACT</b>	Scott Mendelsberg - Assistant Director swim@miamidade.gov

<b>NAME OF CUSTOMER</b>	Palm Beach County Fire Rescue
<b>ADDRESS</b>	50 S. Military Trail, #101, West Palm Beach, FL 33415
<b>PHONE NUMBER</b>	(561) 616-6930
<b>PERSON TO CONTACT</b>	Michelle Liska - Financial Analyst mliska@pbcgov.org

<b>NAME OF CUSTOMER</b>	Orange County Fire Rescue
<b>ADDRESS</b>	6590 Amory Ct., Winter Park, FL 32792
<b>PHONE NUMBER</b>	(407) 836-9015
<b>PERSON TO CONTACT</b>	Alex Morales - Fiscal Manager alex.morales@ocfl.net

## Financial References

Financial references have been provided in our answer to #6 of the Scope of Work in Section E.

## E. Scope of Work

e. **Scope of Work – This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach activities and work products. The proposal shall include:**

1) **A rationale for the approach taken for schedule of deliverables.**

Intermedix appreciates the opportunity to continue to provide our billing services to OCEMS. As the incumbent billing vendor, our approach provides the County with the only no-risk option, given that the following processes and capabilities are already in place:

- Fully integrated TripTix® ePCR solution.
- Electronic connection with key OCEMS hospitals, including Twin Cities and Walton Beach (this accounts for 54% of OCEMS' volume).
- Intimate working knowledge of and compliance with County policies and procedures.
- Monthly reporting package tailored to present data as needed by the County's EMS and finance departments.
- Intermedix's extensive knowledge and expertise to ensure compliance with Florida-specific billing regulations.

In addition to the processes already in place and producing increased revenue for the County, we propose to further strengthen our approach. A number of areas provide additional collection enhancement opportunities, such as:

- An updated analysis of OCEMS' fee schedule and fee recommendations.
- Advanced third-party liability processing.
- ZPay online payment solution.
- Expanded outbound phone-calling campaign.
- A/R management.
- Collection levels by payer improvements.

The solutions we have provided offer strong incentives to the County to once again select Intermedix to continue providing the most advantageous solution. These solutions solidify our Company as the best selection for the County, representing a low-risk, high-return option.

**2) A list of work product which the Proposer will provide.**

From our standard contract: Intermedix shall provide revenue cycle management services for Client as described below. Intermedix shall, during the Term:

- Prepare and submit initial claims and bills for Client promptly upon receipt thereof, and prepare and submit secondary claims and bills promptly after identification of the need to submit a secondary claim.
- Assist Client in identifying necessary documentation in order to process and bill the accounts.
- Direct payments to a lockbox or bank account designated by Client, to which Client alone will have signature authority.
- Pursue appeals of denials, partial denials and rejections when deemed appropriate by Intermedix.
- Respond to and follow-up with Payers and respond to messages or inquiries from a Payer.
- Provide appropriate storage and data back-up for records pertaining to Client's bills and collections hereunder, accessible to Client at reasonable times.
- Maintain records of services performed and financial transactions.
- Meet, as needed, with representatives of Client to discuss results, problems and recommendations.
- Provide any Client-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.
- Intermedix will support the provider in filing and maintaining required documentation and agreements with commonly-used Payers (e.g. Medicare, Medicaid, Champus, etc.). The Provider will maintain responsibility for enrollment, required documentation, and agreements with Out-of-State Payers, such as Out-of-State Medicaid programs, and other payers not commonly billed
- Provide reasonably necessary training periodically, as requested by Client, to Client's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.
- Utilize up-to-date knowledge and information with regard to coding requirements and standards, to comply with applicable federal, state and local regulations.
- Provide a designated liaison for Client, patient and other Payer concerns.
- Provide a toll-free telephone number for patients and other Payers to be answered as designated by Client.



- Facilitate proper security of confidential information and proper shredding of disposed materials containing such information.
- Establish arrangements with hospitals to obtain / verify patient insurance and contact information.
- Respond to any Client, Payer or patient inquiry or questions promptly.
- Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments and refunds.
- Provide reasonable access to Client for requested information in order for Client to perform appropriate and periodic audits. Reasonable notice will be given to Intermedix for any planned audit and will be conducted during normal business hours of Intermedix, all at the Client's expense.
- Provide timely reports facilitating required aspects of monitoring, evaluating, auditing and managing the Services provided.
- Process refund requests and provide Client with documentation substantiating each refund requested.
- Assign billing to patient account numbers providing cross-reference to Client's assigned transport numbers.
- Maintain responsibility for obtaining missing or incomplete insurance information.
- Provide accurate coding of medical claims based on information provided by Client.
- Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.
- Retain accounts for a minimum of twelve (12) months (unless otherwise specified by mutual agreement) and after twelve (12) months turn over accounts for which no collection has been made (unless insurance payment is pending) to an agency designated by Client.
- Permit real-time read only electronic look-up access by Client to Intermedix's SaaS Service to obtain patient data and billing information.
- Maintain records in an electronic format that is readily accessible by Client personnel and that meets federal and state requirements for maintaining patient medical records.
- Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human Services (OIG).

**3) A list of any assistance OCMES may be requested to provide the Proposer.**

Because Intermedix is your current billing and ePCR provider, there will not be any additional resources required from your staff.

**4) Provide completed cost proposal (Attachment “A”).**

Intermedix presents an all-inclusive fee that is based on our confidence in the high collection levels we will achieve for Okaloosa County during the contract.

**EMS Billing Services\***

<b>Billing &amp; collection of non-Medicaid accounts (non-Medicaid billing &amp; collection services)</b>	4.46% of net collections**
<b>Processing of each Medicaid transport account</b>	\$11.00 per account
<b>Mailing HIPAA Notice of Privacy Practice</b>	No charge

*\*The price bid herein shall include all expenses of billing and collection including, but not limited to, stationery, forms, envelopes, postage, and phone facilities. Excludes the cost of Certified Mail if requested or required by government agencies.*

*\*\*Net Collections is defined as total cash collections less refunds and is billed monthly on the basis of collections for the current month.*

**Additional Billing Services (Optional)**

<b>Credit Card Fees for Processing Patient Payments</b>	2.5% of charge
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**TripTix® ePCR Services – Option 1**

<b>TripTix® Mobile (TripTix® software, Twenty [20] Panasonic Toughbook Tablets WITHOUT wireless service)</b>	0.86% of net collections
<b>Additional Units</b>	0.04% of net collections
<b>TripTix® Web – Unlimited Users</b>	No charge

**TripTix® ePCR Services – Option 2**

<b>TripTix® Mobile</b> (TripTix® software, Twenty [20] Panasonic Toughbook Tablets WITH wireless service included)	1.14% of net collections
<b>Additional Units</b>	0.06% of net collections
<b>TripTix® Web – Unlimited Users</b>	No charge

**FleetEyes – Option 1**

<b>FleetEyes</b> Vehicle modems*, antenna assembly, FleetEyes software, set-up and training for twenty (20) vehicles	0.23% of net collections
<b>Additional Units</b>	0.011% of net collections
<b>CAD Interface (VisionAir)</b>	No charge

**FleetEyes – Option 2**

<b>FleetEyes</b> Vehicle modems*, antenna assembly, FleetEyes software, set-up and training for twenty (20) vehicles	\$21,690 one-time purchase
<b>Annual Fee</b>	\$28,800 annually (\$40.00 per unit, per month)
<b>CAD Interface</b>	No charge**

\*We have recommended the Airlink GX440 LTE / EVDO / GPS / WiFi – Ethernet / Serial / USBModem which supports Verizon. The unit has an integral WiFi Hotspot that accommodates the TripTix® tablet's connection to the webhost. Lower cost modem units can also be obtained for which we can provide alternate pricing upon request. A spec sheet for the recommended hardware has been included in Attachment A.

\*\*Intermedix will provide the CAD connection for FleetEyes and TripTix® at no additional cost if technically feasible. Intermedix is not responsible for any costs required by the County's CAD vendor.

**ATTACHMENT A (Format for Pricing)**

Overall contract fee or percentage for providing Billing & Receivable services as outlined in the attached Scope of Services for all billings EXCEPT FOR MEDICAID CLAIMS.

ESTIMATED CLAIMS X AVERAGE EXPECTED COLLECTIONS X PERCENTAGE FEE PER AMOUNT COLLECTED – ALL COSTS INCLUDED

18,958 Claims x \$ 289.94 Estimated average collection per claim x Vendor percentage = Total County Cost.

OR

18,958 Claims x \$ 289.94 Estimated average collection per claim x                      **\*4.46** % =  
\$ **245,152**

*\*All Billing and Receivable Services are included. Technology costs for ePCR Hardware and Software, and GPS/AVL fleet tracking hardware and software have been provided on page 19 and 20 above.*

Are the above costs fixed for the three year duration of the contract? Yes (✓) / No ( )

If no, quantify any and all factors that will influence the cost of the service with a guaranteed percentage yearly maximum for each year of the contract.

Year 1                      **4.46** %  
Year 2                      **4.46** %  
Year 3                      **4.46** %

MEDICAID CLAIMS must be shown as a flat rate for performing any billing.

This shall be per billing and shall not percentage. The COUNTY estimates there will be approximately 2300 such claims annually based on past experience or projections. This is an estimate only and does not in any way guarantee the CONTRACTOR will be paid this amount. A “billing” is defined as a separate and initial paper or electronic transaction to recover costs from Medicare of Florida Medicaid and any and all follow-up or secondary filing associated with an ambulance run on that specific date of service.

\$ **11.00** / Billing x 2300 bills = \$ **25,300** per year.

What fee does the proposer pay for the processing of the following credit card transactions? This assumes that the Vendor will only pass along the vendor’s cost of this service – additional vendor fees are not allowed. The COUNTY recognized that these fees are adjusted periodically by Credit Card service providers and expects these fees to be adjusted accordingly, however, the COUNTY must receive a copy of the notification provided to the Vendor by the Credit Card processor prior to the vendor adjusting these fees:

Master Card: 2.5%

Visa: 2.5%

American Express: 2.5%

Advanced Data Processing, Inc. DBA Intermedix

**Vendor Name**

6451 N. Federal Highway, Suite 1000, Fort Lauderdale, FL 33308

**Address**

(614) 987-2011 / Amber Lough – Client Services Manager

**Phone / Contact Person**

**5) Provide evidence of current levels of insurance in areas of General Liability and Professional Liability or evidence of insurability.**

We maintain commercial general liability coverage in aggregate, in the amount of \$2,000,000. We maintain professional liability coverage in aggregate, in the amount of \$3,000,000. We have provided a copy of our current Certificate of Insurance which specifies the details of these policies as Attachment B.

**6) Provide a statement of Proposer’s financial stability, including information as to current or prior bankruptcy proceedings.**

Intermedix is not currently, nor have we ever been involved in any bankruptcy proceedings. Because of the importance of the revenue stream coming from your cost recovery efforts, we submit that the financial strength and viability of the company the County selects is an important factor in managing any possible future risks. Intermedix possesses the current ability to make investments in technology and processes in order to continue to optimize results for the County.

Our company is consistently profitable with a strong balance sheet, excellent cash flows, and the backing of credible financial sponsors. Below is a list of references for the purpose of confirming our financial backing:

<b>Company &amp; Contact</b>	<b>Address</b>	<b>Phone &amp; E-mail</b>
Bank of America Randall Portwood	700 Louisiana St., 7 <sup>th</sup> Floor Houston, TX 77002	(406) 607-4879 <a href="mailto:randall.portwood@baml.com">randall.portwood@baml.com</a>
GE Healthcare Financial Services Jonathan Ruschhaupt	500 W. Monroe St. Chicago, IL 60661	(312) 441-7601 <a href="mailto:johnathan.ruschhaupt@ge.com">johnathan.ruschhaupt@ge.com</a>

**7) Provide a summary of any litigation filed against the proposer in the past three years which is related to the services that Proposer provides in the regular course of the business. The summary shall state the nature of litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved.**

Advanced Data Processing, Inc. DBA Intermedix has not been involved in any litigation in the past three years.

**8) Identify the type of business entity involved (i.e., sole proprietorship, partnership, corporation, etc.). Identify whether the business entity is incorporated in Florida, another state, or a foreign country.**

Intermedix is a Delaware corporation. We have been in the state of Florida for more than 35 years, with our corporate headquarters located in Fort Lauderdale and three other offices in the cities of Miami Lakes, Tampa, and Jacksonville.



- 9) **In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners or partners.**

This is not applicable.

- 10) **If proposer is a corporation, provide certification from the Florida Secretary of State verifying Proposer's corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business in the State of Florida.**

Intermedix Corporation is currently in good standing per the Florida Department of State, as well as in accordance with the laws of the state of Delaware, our company's state of incorporation. We have provided our Florida license, as well as evidence of good standing from the State of Delaware immediately following this page.

## Evidence of Good Standing and Authority to do Business in the State of Florida

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
<a href="#">Home</a>	<a href="#">Contact Us</a>	<a href="#">E-Filing Services</a>	<a href="#">Document Searches</a>	<a href="#">Forms</a>	<a href="#">Help</a>
<a href="#">Previous on List</a>	<a href="#">Next on List</a>	<a href="#">Return To List</a>	<input type="text" value="Entity Name Search"/>		
No Events		No Name History		<input type="button" value="Submit"/>	
<b>Detail by Entity Name</b>					
<b>Foreign Profit Corporation</b>					
ADVANCED DATA PROCESSING, INC.					
<b>Filing Information</b>					
Document Number	F02000005151				
FE/EIN Number	223875190				
Date Filed	10/11/2002				
State	DE				
Status	ACTIVE				
<b>Principal Address</b>					
6451 N. FEDERAL HIGHWAY SUITE 1000 FORT LAUDERDALE FL 33308					
Changed 01/14/2011					
<b>Mailing Address</b>					
6451 N. FEDERAL HIGHWAY SUITE 1000 FORT LAUDERDALE FL 33308					
Changed 01/14/2011					
<b>Registered Agent Name &amp; Address</b>					
REGISTERED AGENT SOLUTIONS, INC. 155 OFFICE PLAZA DR STE. A TALLAHASSEE FL 32301 US					
Name Changed: 09/26/2011					
Address Changed: 09/26/2011					
<b>Officer/Director Detail</b>					
<b>Name &amp; Address</b>					
Title P&D					
SHAMON, DOUG 6451 N. FEDERAL HIGHWAY, SUITE 1000 FORT LAUDERDALE FL 33308					
Title EVD					
COOKE, KEN 6451 N. FEDERAL HIGHWAY, SUITE 1000 FORT LAUDERDALE FL 33308					
Title VP					
WILLIAMS, BRAD 6451 N. FEDERAL HIGHWAY, SUITE 1000 FORT LAUDERDALE FL 33308					
Title D					
ABBRECHT, TODD 6451 N. FEDERAL HIGHWAY, SUITE 1000 FORT LAUDERDALE FL 33308					
Title D					
SWENSON, JEFF 6451 N. FEDERAL HIGHWAY, SUITE 1000 FORT LAUDERDALE FL 33308					
Title D					
DELAITE, ALEX 6451 N. FEDERAL HIGHWAY, SUITE 1000 FORT LAUDERDALE FL 33308					



**Evidence of Good Standing in the State of Delaware**

*Delaware*

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ADVANCED DATA PROCESSING, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-THIRD DAY OF NOVEMBER, A.D. 2011.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ADVANCED DATA PROCESSING, INC." WAS INCORPORATED ON THE EIGHTEENTH DAY OF SEPTEMBER, A.D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

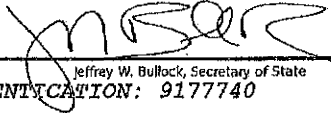
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

3555042 8300

111225962

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 9177740

DATE: 11-23-11

- 11) **Any additional information that the Proposer considers pertinent for consideration should be included in separate sections of the proposal. The COUNTY solicits a statement about why the Proposer feels its approach would be the most cost effective to the COUNTY.**

We appreciate the opportunity to share an overview of the key areas of value that we will continue to bring to this very important relationship with OCEMS. Our Company offers a relationship with a deeply experienced and knowledgeable billing partner. Following are the reasons why we feel that our approach would be the most cost effective and appropriate for Okaloosa County:

- **Significant Florida experience** – We have developed a solid footprint in the state of Florida over the past several decades, by serving several notable clients throughout the state. This presence has enabled us to develop a broad patient database of demographic and insurance information that will provide a tremendous advantage as we seek to reduce the number of claims currently billed in the self-pay category.
- **EMS billing and collection services** – Intermedix is solely focused on the emergency healthcare industry, and has been providing billing services to agencies across the country for more than 35 years. Today, we provide EMS revenue cycle management services to more than 300 agencies across the United States, many similar in size to the County. In total, we processed nearly 3 million EMS patient accounts in 2013. Our breadth allows us to invest resources and offer an unmatched perspective in the EMS industry.

We pride ourselves on creating clean and timely claims by using advanced technology to locate patient information, to file electronically wherever possible, and to eliminate errors in transaction processing.

Our clients experience superior collections in both percentage of billing and cash flow with measurable and consistent collection performance, all within compliance limits. We are highly invested in the EMS billing and technology industry, supporting organizations across the country, both nationally and locally, reflecting our commitment to the professionals who risk their lives to provide such honorable services.

- **Knowledgeable operations team** – Intermedix is organized using a regional client-team approach, whereby each client is assigned a dedicated Client Service Team that is committed to your agency and revenue results. Client Services Manager Amber Lough will continue to manage the daily activities of your account to ensure all of your needs are met. Your team possesses a sense of account ownership and first-hand knowledge of your community as they interact with your agency.

Beyond the primary Client Services Manager, we have established a second tier support for our clients with our Rapid Response Team (RRT). This team provides reliable support for more immediate client needs.

They are instrumental in responding to key functions such as, but not limited to, answering day-to-day questions, responding to attorney requests, addressing collections questions, making subscription or fee updates, etc.

Our offices are supported by no less than 40 seasoned managers averaging in excess of 10 years of industry experience. Each office contains specialists in the functional areas of coding, data input, payment posting, reporting, customer service, and insurance identification. Staffing multiple facilities with duplicate expertise is a strategic decision that aligns with our disaster recovery and business continuity plans.

- **Financial stability and program funding** – Our company is very profitable with a strong balance sheet, excellent cash flows, and the strong backing of credible financial sponsors. During the tough economic times that we are all experiencing, it is important to spend wisely and to evaluate your costs associated with the value of the services being provided. We believe that our system will exceed all of your ambulance billing, data collection, and reporting expectations.
- **Technological capabilities** – Intermedix is not a stagnant company, and we are a thought leader in the industry, offering the County an innovative partner that will assist you in maintaining the most up-to-date and effective billing process that creates verifiable results while expanding capabilities and offerings that are in line with your growing department's needs, wants and desires.
- **Knowledge of payer community** – With such a long history in the industry, and other existing clients in Florida, we are proud to share that we have been able to establish a deep knowledge of the payers in your community.

Intermedix brings a unique wealth of experience to the County as it relates to the payer community, regulations, trends, etc. Our expertise has a direct impact on the reimbursement levels and client advocacy we are able to bring to our customers.

- **Optimized revenue results** – Intermedix views our role as that of your subject-matter expert in representing your agency. As such, our responsibilities to you as a client extends throughout all of the components of the revenue cycle from administrative policies (how medical protocols influence coding, transport rates, etc.), field documentation elements (to drive proper reimbursement), along with appropriate and optimal use of technology and electronic processes in the claims system to maximize results.
- **System transparency and accountability through reporting** – Intermedix provides the most flexible and accessible system and reporting tools available. We will provide access to our web-based billing and reporting system according to user roles defined by the County. Our billing system is updated in real-time, enabling full accountability of results for the County's review at all times.

Our powerful reporting tools offer real-time availability 24/7 via any internet-enabled computer through our Business Intelligence ad-hoc reporting tools, ensuring maximum flexibility in the reports made available to your staff. As part of our standard service, we provide both support and training for the reporting tools to ensure that you have maximum use of all that is available from your data.

- **Excellent patient service** – As an extension of your organization in a service role, Intermedix fully recognizes our responsibility to represent the County to your citizens and visitors. We provide patients with access to your billing representatives through the Web, over the phone, or through the mail.

When contacting Intermedix using the toll-free number, our Customer Service Representatives are dedicated to answering your patient phone calls with a live customer service agent within a reasonable time.

We strongly enforce and have incentives in place to provide your patients and their representatives with the most professional and courteous customer service available. Our “soft” billing approach honors your patients, and recognizes the sensitivity associated with billing for EMS responses.

- **Culture of compliance** – We understand the high level of regulation in the ambulance billing industry due to the Personal Health Information (PHI) that is required to perform our services, and we have an intensive focus on compliance that is unique in our industry.

We offer the County a partner that can help navigate the continuously changing regulatory climate, and stay in compliance with billing practices that are coming under increased governmental audits. This includes our EMS Compliance Officer – Joe McCloskey, who is certified by the National Healthcare Compliance Association (a rare distinction among EMS billing firms).

Intermedix has been through rigorous auditing standards for reporting on controls with outside vendors. Aside from internal audits, we will also provide the County with all applicable records upon request for inspection, review, or audit by federal, state, or other duly authorized personnel.

- **Certified coding staff** – Our Company employs coding specialists who have attained the certified Medical Billing Coders designation by NAAC or AAPC. Our extensive and experienced coding staff uses the Medicare level of service coding guidelines. All coders must achieve a 95% coding accuracy to qualify as an Intermedix coder.

Coders use our proprietary coding assistance tools to provide consistency and accuracy. Our certified coders ensure that the account is coded at the proper level of service when the claim is submitted, therefore avoiding negative revenue events such as audits and “take-backs.”

- **Competitive fee** – And last but certainly not least, while Intermedix is confident that the list of unique qualifications truly sets us apart as the best vendor to serve the County, we also understand the County's objective to maximize the "bottom line" revenue. With that said, we have put forth a very competitive cost proposal for your consideration. We are confident in our ability to serve the County at this lower rate while also optimizing revenue.

**Bottom Line**

We are eager to remain a key part of supporting your EMS operation, and are committed to creating optimal revenue for the County. We are an EMS solution provider that has the exceptional experience along with advanced technology and resources that will be used to produce outstanding results for your agency. We look forward to continuing to bring value to the County.

## Appendix A: Point by Point – Scope of Work

The successful contractor, under this agreement, will provide all services necessary to collect for services provided by OCEMS. These services shall include, but are not limited to:

1. **Receipt from OCEMS of the patient data necessary for billing. This data will come from a department approved “Patient Care Report” (PCR) in computerized format. The CONTRACTOR will be furnished with these reports either in a batch mode via mail or electronic transfer. The patient care reports will be electronically generated in a format approved by this department in ruggedized tablet devices capable of supporting electronic PCR and automated vehicle location (AVL) functionality:**

- a. **The CONTRACTOR shall be responsible for obtaining the appropriate software that will be compatible to interface with our computerized report writing system and to enter furnished data into their computerized billing system.**

Understood and agreed.

- b. **The CONTRACTOR shall provide a GPS compatible AVL system that supports fleet management and real-time information sharing between field units and dispatch.**

Intermedix’s FleetEyes software fuses information from separate systems for easy collaboration among multiple City agencies across a wide variety of platforms. The software interfaces with many AVL/GPS modems, BlackBerries, iPhones, Droids, laptops, tablets, and legacy radio systems to provide real-time communication between dispatch and all assets.

Integration with Google Maps gives you the geographic advantage in responding to incidents. The software allows for a real-time view of work order locations and city offices. You can track and display vehicle locations, weather, vehicle status, traffic, camera views, and other data feeds.

2. **The CONTRACTOR will be responsible for reviewing each PCR for content to accomplish the following:**

- a. **Check for discrepancies to ensure the number of PCRs received match the number of patients transported as documented on the PCRs. This is particularly important on multiple patients at one incident.**

Understood and agreed.

- b. **Assign the appropriate billing code based on the documentation, treatment and chief complaint of the patient.**

Understood and agreed.

3. **The CONTRACTOR will be responsible for sorting the PCRs in numerical/date order, as well as, sorting all the paperwork in a systematic order for billing organization and future accessibility.**

Understood and agreed.

4. **To the extent possible, provide electronic claims processing and paper filings to all other insurance companies. The first invoice will be dated no later than fifteen (15) days after the date of service (DOS) or five (5) days after the contracted billing company has received the PCR. The second notice will be sent to the patient or responsible party thirty (30) days after the original invoice. The third notice (final notice) will be sent to the patient or responsible party after 30 days the second notice has been mailed. Services to be billed will include base fee, mileage, and hourly rate for ambulance/quick response vehicle standbys.**

Understood and agreed.

5. **The contracted billing agency will be responsible for the initial collection generation of any and all insurance forms, filings and record maintenance. The contracted billing agency will provide the contracted collection company with all accounts that have no payment activity for 180 days after the date of first billing. The CONTRACTOR will track the accounts turned over to the collection firm and will provide a monthly report to OCEMS listing the accounts surrendered to the collection firm. The CONTRACTOR will continue to work with the collection agency to assist with the following:**

- **Information gathering**
- **Filing insurance claims for accounts in collections**
- **Review account status with collections firm and/or OCEMS, as required;**
- **Receive and handle phone calls for patients with accounts placed in collections; and**
- **Receive, post and forward payments received on accounts placed in collections**

Understood and agreed.

6. **Provision of all monthly finance, billing, receivable and again reports as stated herein.**

- a. **Collections profiles for each month, dating back to the beginning of said contract.**

Intermedix affirms our capability to provide the requested report.

- b. **Status of all accounts (payer mix) for the current month and total in system.**

Intermedix affirms our capability to provide the requested report.

- c. **Aging report.**

Intermedix affirms our capability to provide the requested report.

**d. Monthly detail for current month reports.**

Intermedix affirms our capability to provide the requested report.

**e. Transport log.**

Intermedix affirms our capability to provide the requested report.

**f. Month end information for Finance.**

Intermedix affirms our capability to provide the requested report.

**g. Monthly write off reports.**

Intermedix affirms our capability to provide the requested report.

**h. Refund reports including refunds pending.**

Intermedix affirms our capability to provide the requested report.

**i. HIPPA records release reports.**

Intermedix affirms our capability to provide the requested report.

**j. Any additional reports that OCEMS may need or request will automatically be formatted to their requirement and sent to the department.**

Intermedix affirms our capability to provide the requested report.

**k. Daily payment logs with deposit confirmation attached.**

Intermedix affirms our capability to provide the requested report.

**l. Month end payment logs to balance to dailies.**

Intermedix affirms our capability to provide the requested report.

**7. The CONTRACTOR will comply with the policies and procedures developed and implemented by OCEMS in response to the improvement of the department and the privacy act of HIPPA. The agency will enter into a business associates agreement with OCEMS to insure all HIPPA policies are adhered to. Any violations of the HIPPA by contracted billing company will be grounds to terminate all contractual agreements.**

Understood and agreed. HIPAA privacy and security is considered an integral part of the Intermedix compliance training program, and is included in each training session provided to employees and contractors.

Each member of the Intermedix workforce is required to attend comprehensive compliance training within the first 30 days of employment (or contract). The majority of the time spent during the new hire sessions focuses on confidentiality of information and HIPAA privacy and security.



Our compliance program is complete with documented policies and procedures for all employees and contractors regarding safeguarding confidential information, breach notification, PHI use and disclosure, as well as additional policies and procedures regarding data security, covering such topics as laptop security, virus management, physical security, file encryption, etc.

In order to make sure each policy is reviewed at least annually to remain in compliance with all regulations, our Corporate Compliance and Policy Committee (CCPC) meets monthly to modify existing policies and create new ones as regulations change and law dictates. Intermedix customarily executes Business Associate Agreements with our clients to support HIPAA compliance, and will do so with the County as requested.

We make sure we maintain business associate agreements (BAA) with all clients, subcontractors and vendors with whom we share PHI. These BAAs protect the integrity of the information by clearly setting forth the permissible uses and disclosures of this information. Upon request, we would be happy to share any of these policies with the County on a confidential basis.

8. **The CONTRACTOR will comply with HIPPA regarding protected health information (PHI) and guardian of all record sets and will maintain any and all documentation records and patient information in a safe and secure manner allowing for inspection and/or audit by the COUNTY.**

Understood and agreed. Intermedix will maintain all County payment records for the required duration, either in the original electronic format, or via a scanned copy created from all paper-based payment records.

All records are the property of the County and will be made available for audit and/or inspection upon request. The County owns its data, and Intermedix acts as a host and custodian of the municipal data.

9. **The CONTRACTOR will be required to store all record sets for a minimum of thirty-six (36) months and then turn them over to Okaloosa County for permanent storage.**

Understood and agreed.

10. **The CONTRACTOR will be in compliance with the Final Security Rule of HIPPA and remain under a business associates agreement during the duration of the contract.**

Understood and agreed.

11. **Provide sufficient Customer Service Representative(s) to assist patients and/or other third party payees in all billing inquiries in a timely manner, not to exceed three (3) business days.**

Understood and agreed. Our professionally staffed Patient Contact Center is focused solely on interacting with EMS transport patients. Our representatives handle both insurance and self-pay arrangements.

Patients can use a client-specific, toll-free number to access the Contact Center, which takes calls between 8:00 a.m. and 8:00 p.m. EST, Monday through Friday. After-hours calls are received by a messaging system and voicemail is returned the next day. The Patient Contact Center uses the latest telephony technology, including skills-based routing by call type and language preferences.

We have a number of bilingual Contact Center representatives for foreign language calls with fluency in many languages including Burmese, Cantonese, Creole, Dutch, Filipino/Tagalog, French, Gujarati, Hindi, Korean, Mandarin, Russian, Spanish, and Vietnamese. Translation services are also available.

Patient account representatives can dial-in the vendor for a live conference with a translator for one of the 150 languages they provide. You will find an overview of how we focus on your patients in the Patient Experience Overview we have provided in Attachment C.

**12. Conduct any follow-up required to obtain necessary insurance information for payment processing.**

Understood and agreed. A series of insurance eligibility transactions help retrieve appropriate insurance information. To ensure the information is complete, we interface with such external sources as Medicare HIPAA Eligibility Transaction System (HETS), Medicaid, Emdeon, and ZirMed.

Our Hospital Liaison Program is focused on connecting with the hospitals that are your receiving facilities to help gather as much demographic and insurance information from their on-site registration staff to augment the data in our database.

For additional demographic and insurance information, we search our proprietary linkage database that contains over 30 million active patient records and is growing every day, from across our physician services division and the patient portal that contains updates provided by the patient.

If the patient demographic information is not found during the initial search of our databases, we utilize an external demographic data provider to perform skip-tracing. All data updates are completed with quantitatively defined metrics and our data gathering specialists review all records.

**13. All payments received by the CONTRACTOR on behalf of OCEMS will be deposited to the COUNTY's designated bank account within three (3) business days. Records of deposits will be correlated with database reports on a daily basis and this information will be faxed to the County on a daily basis.**

Understood and agreed.

14. **CONTRACTOR will follow-up with patient or patient's third party for collection of the receivable in increments of 30 days, 60 days and 90 days, after the initial billing. OCEMS shall be provided information and a quarterly basis on those accounts deemed "non-collectible except by further legal means" and OCEMS will decide the method in which it wishes to proceed. No such account will be reported as long as payments are being made in good faith. The CONTRACTOR agrees to negotiate and arrange a modified payment schedule for those individuals who are unable to pay the full amount when invoiced. The CONTRACTOR is authorized to establish a monthly payment no less than \$5.00 per month and ensure those individuals continue to pay at least the amount for the duration of the invoice.**

Understood and agreed.

15. **Collect remaining amounts after the patients insurance or other third party payments are made from the patient where permitted by law and provider agreement.**

Understood and agreed.

16. **The CONTRACTOR shall provide up to 4 hours training of EMS personnel annually, at the discretion of the EMS Division Chief, on changes in the billing process and new requirements for data gathering as they occur. In addition, the contractor must apply up to 3 hours training annually on the use of the read-only version of the software to be provided under this contract for OCEMS-based use.**

We are pleased to be the current billing provider for the County. As such, the people, processes, facilities, and technology are already in place and functioning well. We currently maintain the necessary data and documentation needed in order to perform the services proposed.

Given that we have all your accounts, data, payers, charges etc. in our system, there are no transition risks or ramp-up periods impacting cash flow. While some of your personnel are already familiar with our billing system, training will be provided to facilitate your full use of our system in the billing of your calls, the posting of payments, and all other functions associated with utilizing our system.

We are flexible to your needs, and will provide training for the field personnel on the essential elements of clinical, patient demographic, and insurance information that helps maximize reimbursements when properly collected. In fact, many agencies choose to record the training session and incorporate it into their new hire training.

17. **The CONTRACTOR also agrees to provide:**

- a. **All invoices and related insurance forms with remittance advice.**

Understood and agreed.

- b. Return envelope with the address to be designated and approved by OCEMS. Window envelopes are acceptable for satisfying this requirement.**

Understood and agreed.
- c. Postage for the mailing of all said invoices and forms for the billing operation.**

Understood and agreed.
- d. Patient statement with a message stating “all checks must be made payable to Okaloosa County EMS”. Sample of invoice to be provided.**

Understood and agreed. We have provided a sample invoice in Attachment D.
- e. Reasonable effort to locate and correct any incorrect billing address for billable patients.**

Understood and agreed.
- f. A working arrangement with all OCEMS service hospitals.**

Intermedix current has working arrangements with Fort Walton Beach and Twin Cities Hospital which represent 78% of OCEMS' EMS transports.
- g. A reconciliation report on the 15th and the last day of the month that will show all patients that have been billed for the previous 15 days. The invoice will display the PCR number, date of service, level of care (BLS, ALS< ALS-2, SCT, etc.), miles transported, patient billing code assignment, and the total amount of the invoice.**

Understood and agreed.
- h. A reconciliation report on the 15th and the last day of the month that will show a breakdown of BLS/ALS/ALA-2 patients and the mileage charges for each category. It will be broken down per category to ensure all PCRs processed and forwarded to the CONTRACTOR have been processed within approved time line.**

Understood and agreed.
- i. The CONTRACTOR must provide OCEMS with a refund request including all patient information relating to refund payments to patients and/or insurance company indicating the refund payee's name, address, and reason for refund.**

Understood and agreed.

- j. **The CONTRACTOR shall follow up on electronically submitted claims for which payment has not been received between 30 and 45 days following initial submittal. Follow-up shall be accomplished on all unpaid paper claims between 45 & 60 days after initial submittal.**

**Follow-up efforts and results must be documented and available to the COUNTY. Follow-up efforts subsequent to the initial effort must also be documented and retrievable.**

Understood and agreed.

- k. **The CONTRACTOR agrees to provide the COUNTY with information necessary for OCEMS to pursue collection of non-sufficient fund checks.**

Understood and agreed.

- l. **Given reasonable notifications, OCEMS has the right to audit all financial records pertaining to the billing and collection for OCEMS.**

Understood and agreed. All records are the property of the County and will be made available for audit and/or inspection upon request.

- m. **Subpoenas: Any subpoena request processed through OCEMS and sent to the individual names on the subpoena requesting the medical records.**

Understood and agreed

- n. **The CONTRACTOR will keep a log of the medical records sent out in compliance with subpoenas or other legal and HIPPA compliant request and will send a copy of the PHI log electronically to the Privacy Officer of HIPPA on a monthly basis. A copy of the request will also be placed in the medical records.**

Understood and agreed

- o. **The CONTRACTOR will comply with any special report request in reference to transport locations and response modes to specific locations on a case by case basis.**

Understood and agreed

**19. Reports:**

- a. **Distribution of Charges and Collections – This report will track the charges, payments and financial class mix of all patients for a given month or other specified period. (Provide sample of this report.)**

Intermedix affirms our capability to provide the requested report. We have provided a sample of this report in Attachment E.

- b. **Aged Receivable Report** – This report will have outstanding invoices sorted by date or account for thirty, sixty, ninety, one-hundred twenty and over one-hundred twenty days. This report will provide totals for these categories. (Provide sample of this report.)

Intermedix affirms our capability to provide the requested report. We have provided a sample of this report in Attachment E.

- c. **Patient Alpha Listing** – This report lists all patients alphabetically by patient name. (Provide Sample of this report.)

Intermedix affirms our capability to provide the requested report. We have provided a sample of this report in Attachment E.

- d. **Monthly Payment Listing** – This report lists payments, required charge offs (adjustments), and refunds posted to each patient's account. (Provide sample of this report.)

Intermedix affirms our capability to provide the requested report. We have provided a sample of this report in Attachment E.

- e. **Overpayment (Refund Request) Reports** – This report lists all patients due refunds as a result of overpayment of account. (Provide sample of this report.)

Intermedix affirms our capability to provide the requested report. We have provided a sample of this report in Attachment E.

- f. **NSF Check Reports** – This report lists all patients that have made payment with checks that have been returned for non sufficient funds of an account. (Provide sample of this report.)

Intermedix affirms our capability to provide the requested report. We have provided a sample of this report in Attachment E.

**Additionally, any other mutually agreed upon report (s) as may be required.**

Understood and agreed.

**20. Responsibility of OCEMS:**

**OCEMS will provide the necessary patient and insurance information to the CONTRACTOR on a twice weekly basis for those patients that have been recently transported or treated at scene. (Period may be adjusted dependent upon volume.)**

Understood and agreed.

**OCEMS will comply with all Federal, State and local laws, rule and regulations as applicable to the services being contracted for.**

Understood and agreed.

**OCEMS will agree to use the successful firm for all medical billings exclusively for the service specified herein as long as the contract agreement is in force, except for accounts past due six (6) months or more that have been deemed uncollectible by the CONTRACTOR and OCEMS.**

Understood and agreed.

**21. Performance Schedule:**

**Patient statements shall be at maximum intervals of 35 days with no patient receiving a statement until their insurance has had ample opportunity to act on the claim. Ample opportunity is defined as at least 60 days. Initial bills to insurance carriers are to be sent within fifteen (15) business days of the Date of Service of five (5) days of the CONTRACTOR receiving all necessary information to enable the billing process.**

Understood and agreed.

**The Proposer shall include sample bills forms and sample messages that can be used on patient statements, as part of the response. All text, format, color or printing and stock subject to approval by OCEMS.**

We have provided sample bill forms and sample messages in Attachment D.

## Appendix B: Proposal Attachments

- A FleetEyes Hardware Spec Sheet
- B Insurance Policies
- C Patient Experience Overview
- D Sample Bill Forms and Sample Messages
- E Sample Reports
- F Required Forms



# **Attachment A:**

## **FleetEyes Hardware Spec Sheet**

# Sierra Wireless AirLink® GX Series

## Rugged and mobile 3G/4G gateway

The AirLink® GX Series of mobile gateways delivers high performance, mission-critical cellular communication and GPS location. Its rugged military spec design (MIL-STD 810) and water-resistant aluminum casing (IP-64 rating) enables it to withstand the extreme temperature changes, humidity, shock, and vibration found in mobile applications.

The GX Series is ideal for in-vehicle field deployments such as connecting police cars, fire trucks, ambulances, public transit, taxis, or any other fleet

MODEL	HARDWARE INTERFACES
GX440/400 base	1 Ethernet, 1 RS-232 serial, 1 digital I/O, 1 USB, 2 cellular & 1 GPS antenna connectors
Wi-Fi option	Adds 802.11 b/g/n Wi-Fi hotspot with simultaneous client mode for cellular offloading
I/O option	Adds 4 Digital I/O, 4 analog I/O, and a second RS-232 Serial port
Ethernet option	Adds 2 more Ethernet ports for a total of 3

### WI-FI MODEL

Create a Wi-Fi hotspot for communicating with 8 other WLAN equipped devices, including laptops, card readers, fingerprint scanners, and point-of-sale terminals. The Wi-Fi Model will simultaneously switch from communicating over cellular to Wi-Fi when inside the range of a designated access point (ie. depot or service bay) while maintaining connection to the WLAN devices.

### I/O MODEL

Use the digital and analog I/O to monitor sensors and control digital relays and switches while using the second serial port to collect data from a programmable logic controller, data logger, or to remotely control serial equipment. The I/O Model enables a wide variety of monitoring applications such as doors, sirens, locks, temperature, humidity, or fluid/gas pressure.

### ETHERNET MODEL

Create a three port wireless Ethernet switch to connect any Ethernet enabled device such as a laptop, car reader, IP camera, or dispatch terminal. The Ethernet model provides both gateway and switch capabilities eliminating the need for additional hardware.



Wi-Fi Model



I/O Model



Ethernet Model



Base Model

### AIRLINK GX SERIES BENEFITS

- Intelligence that makes them quick to deploy and simple to manage
- Reliable connectivity that ensures they stay connected to the network
- Rugged design that lasts for years in the harshest environments
- Application framework that makes them easy to program
- Integration with AirVantage® M2M Cloud for building innovative applications and services
- 5-year warranty



AirLink®

# **Attachment B:**

## **Insurance Policies**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 Attn: FLauderdale.CertRequest@marsh.com F:212-948-0512  101309-GAWU-PROF-13-14	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:		<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Intermedix Corporation 6451 North Federal Highway, Suite 1000 Fort Lauderdale, FL 33308	<b>INSURER A:</b> St. Paul Mercury Insurance Company		<b>NAIC #</b> 24791
	<b>INSURER B:</b> Farmington Casualty Company		41483
	<b>INSURER C:</b> Columbia Casualty Company		31127
	<b>INSURER D:</b> Travelers Property Casualty Company Of America		25674
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** ATL-002988451-13                      **REVISION NUMBER:** 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ZLP-10T9611A-13-14	06/30/2013	06/30/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
7	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			BA-1A817433 Owned Comp/Coll Ded. \$1,000 Hired Comp/Coll Ded. \$100/\$1,000	06/30/2013	06/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000			ZLP-10T9611A-13-14	06/30/2013	06/30/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB-1A837272-13	06/30/2013	06/30/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Y/N <input checked="" type="checkbox"/> N N/A						
C	<b>Professional Liability</b> Retro Date: 10/1/2002			425573593 SIR: \$75,000	06/30/2013	06/30/2014	Each Claim or Proceeding 3,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance

<b>CERTIFICATE HOLDER</b>  Intermedix Corporation 6451 N. Federal Highway, Suite 1002 Fl. Lauderdale, FL 33308	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc.  Carmen Gordon <i>Carmen Gordon</i>

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# **Attachment C:**

## **Patient Experience Overview**

# PATIENT EXPERIENCE

## AN EXTENSION OF YOU

At Intermedix, we see ourselves as an extension of the clients we serve. Your patients should be focusing on their health, not worrying about their bills. Patient satisfaction is at the heart of what we do and in our opinion, the best experience is the one with the least amount of patient touch points prior to resolution of the account.

Towards that goal, we have adopted the following processes to streamline the patient experience:

- Automatically check every patient record against our internal database of more than 30 million patient encounters to identify missing information.
- Automatically search for missing insurance and demographic information through external eligibility partners and demographic data providers.
- Proactively initiate outbound phone calls to gather information that is still missing after these automated searches are run.
- Send patient mail with multiple options for response, including a phone call to our contact center, utilizing the online patient portal, or sending response via mail.



*Of all patient records processed by Intermedix, 61% of accounts are resolved without direct patient interaction.*

## PHONE CALLS

### *Streamlined Resolution*

Our professionally-staffed patient contact center works toward the goal of resolving patient inquiries during the initial contact, and has invested in leading technology to assist in streamlining this process.

Patients can:

- Connect with the most appropriate and experienced patient account representative (PAR) upon initial contact.
- Communicate with patient account representatives in over 200 languages.
- Utilize self-service features, such as balance check.

Clients can:

- Receive detailed statistics and reports to validate that their patients are receiving optimal service.
- Rest assured that real-time dashboard capabilities allow management to respond immediately to a surge in call volume and reallocate resources to ensure satisfaction is maintained.

# **Attachment D:**

## **Sample Bill Forms and Sample Messages**

Phone: 888-987-1485

# Emergency Medical Services Bill

Statement Date: [REDACTED]

Date of Service: [REDACTED]

Account Number: [REDACTED]

Incident No. [REDACTED]

Primary Insurance: Cigna Health Care

Policy Number: [REDACTED]

Secondary Insurance: Aetna

## Statement of Account

Emergency Medical Services

\$ [REDACTED]

Amount Due: \$ [REDACTED]

**\*\*DETACH LOWER PORTIONS AND RETURN STUB WITH YOUR PAYMENT, THANK YOU\*\***



IF PAYING BY CREDIT CARD, FILL OUT BELOW			
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> DISCOVER	<input type="checkbox"/> AMEX
CARD NUMBER	EXP. DATE	AMOUNT	
SIGNATURE		MUST INCLUDE 3 DIGIT SECURITY CODE FROM BACK OF CARD	
INCIDENT NO.	STATEMENT DATE	PAY THIS AMOUNT	ACCOUNT NO.
[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]

Make checks payable to: [REDACTED]

To pay online, go to [www.intermedix.com/billpay](http://www.intermedix.com/billpay)





Toll Free Main: 888-987-1124

Statement Date:

# Emergency Medical Services Bill

Date of Service:

Account Number:

99471-1

Our records indicate that you were recently transported to the hospital by [redacted] If you have insurance, please complete and sign the reverse side of this statement and return it in the enclosed envelope as soon as possible. We understand that dealing with insurance companies may be confusing; please allow us to help resolve this account by billing your insurance directly.

If you do not have insurance or your provider has not covered the total charges associated with your account, the amount due is your responsibility. Please remit payment along with the bottom portion of this statement. Acceptable payment methods are check or money order made payable to [redacted]

If you have any questions about your account, or wish to provide your insurance information over the phone, please call 888-987-1124.

Thank you for your cooperation.

## Statement of Account

ALSI Non-Emergency Base Rate

\$

ALS Non-Emergency Mileage

\$

Amount Due

\$678.00

**\*\*DETACH LOWER PORTION AND RETURN STUB WITH YOUR PAYMENT, THANK YOU\*\***



Statement Date:

STATEMENT DATE	PAY THIS AMOUNT	ACCOUNT NO.
[redacted]	\$678.00	[redacted]

SHOW AMOUNT PAID HERE \$

Make Payable To:



99471-1

PAP-259-A-C

Toll Free Main: 888-987-1124

Statement Date:

# Emergency Medical Services Bill

Date of Service:

Account Number:

99471-2

transported you on the aforementioned service date. The amount due is your responsibility; please remit payment immediately along with the bottom portion of this statement. Acceptable payment methods include check or money order made payable to  
If we do not receive payment in within 30 days your account may be transferred to a collection agency. To avoid collections status, please contact us at 888-987-1124 for payment plan options.

Thank you for your cooperation.

## Statement of Account

ALS1 Non-Emergency Base Rate

\$

ALS Non-Emergency Mileage

\$

Amount Due \$678.00

\*\*DETACH LOWER PORTION AND RETURN STUB WITH YOUR PAYMENT, THANK YOU\*\*



Statement Date:

STATEMENT DATE	PAY THIS AMOUNT	ACCOUNT NO.
	\$678.00	

SHOW AMOUNT PAID HERE \$

PAP-259-A-C



99471-2

Toll Free Main 1-888-227-5513

# Emergency Medical Services Bill

Date of Service:

Account:

provided you 911 emergency medical services on the above mentioned service date. At this time, we have not yet obtained insurance information. If you have insurance or participate in any program which will pay for these services, please complete and sign the reverse side of this bill and return in the envelope provided, or call us toll free at 1-888-227-5513 with your insurance information.

If you do not have insurance, the amount due is your responsibility. Please pay by the due date indicated on this bill. Thank you.

would appreciate it if you take some time to fill out our on-line Patient Satisfaction Survey so that we can better serve our patients. Please visit us at

## STATEMENT OF ACCOUNT

<input type="text"/>	ALS1 Emergency Base Rate	700.00
	ALS Emergency Mileage	45.60
	Payment to EMS - Primary Insurance	354.89
	Adjustment/Assignment - Primary Insurance	301.99

**AMOUNT DUE** \$88.72

\*\*\*DETACH LOWER PORTION AND RETURN STUB WITH YOUR PAYMENT. THANK YOU.\*\*\*



Account #:

Balance Due: \$88.72



Return Service Requested

Payment amount enclosed: \$

\*\*\*\*\*AUTO\*\*3-DIGIT 329

MAKE CHECK PAYABLE TO:



# **Attachment E:**

## **Sample Reports**



# **Attachment F:**

## **Required Forms**

**CRITERIA FOR SELECTION**

All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel. This committee will recommend for selection the proposal which most closely meets the requirements of the RFP.

The following criteria will be of major importance in making the selection:

- a. QUALIFICATIONS: Ability of the vendor to satisfy requirements specified in Scope of Work including, but not limited to, firm's qualifications/experience.
- b. TECHNICAL: Vendor's plan for accomplishment of the task to include the qualifications of personnel assigned to the project; understanding of experience; technology and equipment.
- c. PRICE/FEES
- d. OTHER: Including responses from client references, locations, and government experience.

**PROPOSER'S WARRANTY**

The undersigned person warrants that:

- 1. She/he is an officer of the organization
- 2. She/he is authorized to offer a proposal in full compliance with all requirements and conditions as set forth in the RFP.
- 3. She/he has fully read and understands the RFP and has full knowledge of the scope, nature, quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

PROPOSER:

BY: \_\_\_\_\_



(SIGNATURE)

Doug Shamon - President and Chief Executive Officer

(PRINT NAME AND TITLE)

Advanced Data Processing, Inc. DBA Intermedix

(NAME OF COMPANY)

Fort Lauderdale, FL 33308

(CITY, STATE, ZIP)

(954) 308-8700

(TELEPHONE NUMBER)

## CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_

NO   X   \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

Not applicable.

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FIRM NAME: Advanced Data Processing, Inc. DBA Intermedix

BY (PRINTED): Doug Shamon

BY (SIGNATURE): 

TITLE: President and Chief Executive Officer

ADDRESS: 6451 N. Federal Highway, Suite 1000

Fort Lauderdale, FL 33308

PHONE NO. (954) 308-8700

E-MAIL doug.shamon@intermedix.com



## DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: March 5, 2014

COMPANY: Intermedix

ADDRESS: 6451 N. Federal Highway

Suite 1000

Fort Lauderdale, FL 33308

PHONE NO.: (954) 308-8700

SIGNATURE:  \_\_\_\_\_

NAME: Doug Shamon  
(Typed or Printed)

TITLE: President and Chief Executive Officer

E-MAIL: doug.shamon@intermedix.com

## NO CONTACT CLAUSE

The Board has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing Advanced Data Processing, Inc. DBA Intermedix  
**Signature** Doug Shamon **Company Name**

On this 5th day of March, 2014 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

## INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Advanced Data Processing, Inc.  
DBA Intermedix

Proposer's Company Name  
6451 N. Federal Highway, Suite 1000  
Fort Lauderdale, FL 33308

Physical Address  
6451 N. Federal Highway, Suite 1000  
Fort Lauderdale, FL 33308

Mailing Address

(954) 308-8700

Phone Number

N/A

Cellular Number

March 5, 2014

DATE



Authorized Signature – Manual

Doug Shamon

Authorized Signature – Typed

President and Chief Executive Officer  
Title

(954) 308-8725

FAX Number

(954) 308-8700

After-Hours Number(s)

# FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

---

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: March 5, 2014  
          Advanced Data Processing, Inc.  
COMPANY: DBA Intermedix

SIGNATURE:   
NAME: Doug Shamon

ADDRESS: 6451 N. Federal Highway, Suite 1000  
          Fort Lauderdale, FL 33308

TITLE: President and Chief Executive Officer  
E-MAIL: doug.shamon@intermedix.com

PHONE NO.: (954) 308-8700

## LOCAL PREFERENCE DATA SHEET

Okaloosa County grants a preference to in-county bidders only when bids are received from firms located in states, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which the out-of-county bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? If "YES," list below the extent of such preference. (If your firm is located in Okaloosa County, you will check "YES"-reciprocal only.)

YES \_\_\_\_\_

NO \_\_\_\_\_ X \_\_\_\_\_

If yes, you must identify how you confirmed this information or who you spoke with within your area of business location below:

Not applicable.

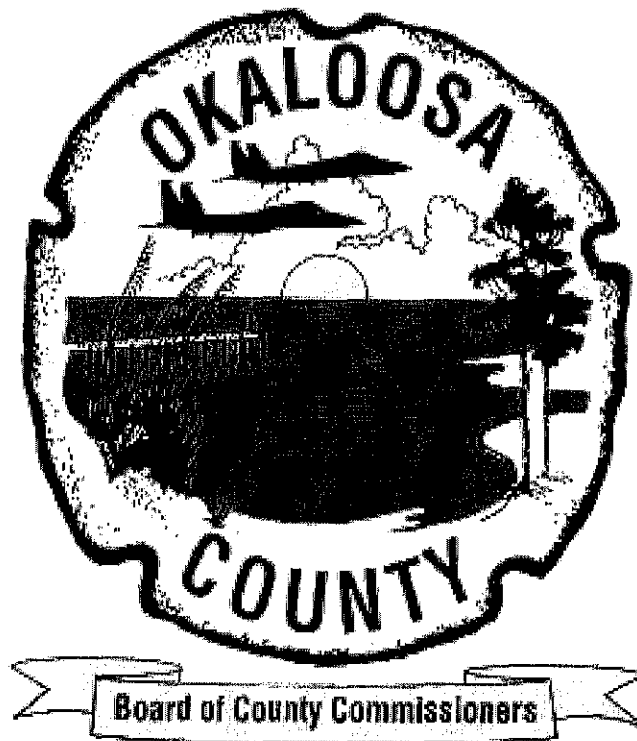
Advanced Data Processing, Inc.  
DBA Intermedix  
Bidder's Company Name

  
Authorized Signature – Manual

Doug Shamon  
Printed Name

March 5, 2014  
Date

**REQUEST FOR PROPOSALS  
TO FURNISH  
EMS AMBULANCE BILLING SERVICES  
FOR OKALOOSA COUNTY, FLORIDA**



**RFP # EMS 23-14**

**PROPOSAL CLOSES: \_\_\_\_\_ @ 4:00 P.M.**

**REQUEST FOR PROPOSAL**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **4:00 p.m.** (local time), \_\_\_\_\_, **2014** to **Furnish EMS Ambulance Billing Services for Okaloosa County, Florida**. Pursuant to copies of proposal provisions, proposal forms and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536; 850-689-5960 or they may be viewed from our website at [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us) (Departments, Purchasing, View Current Solicitation).

At **4:00 p.m.** (local time), \_\_\_\_\_, **2014** the proposals will be opened and read aloud. All proposals must be in sealed envelope reflecting on the outside thereof the proposer's name and **"Proposal on Furnishing EMS Ambulance Billing Services for Okaloosa County, Florida"**. The Board of County Commissioners will consider all proposals properly submitted at its scheduled proposal opening. Proposals may be submitted to the County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536

Any proposer failing to mark outside of envelope as set forth herein may not be entitled to have their proposal considered.

All proposals should be addressed as follows:

Okaloosa County Purchasing Department  
Attn: Zan Fedorak  
602-C North Pearl St.  
Crestview FL 32536

\_\_\_\_\_  
Zan Fedorak  
Purchasing Manager

\_\_\_\_\_  
Date

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

CHARLES K. WINDES, JR.  
Chairman

**I. INSTRUCTIONS TO PROPOSERS**

Qualified firms are invited to submit a proposal to furnish EMS AMBULANCE BILLING SERVICES for Okaloosa County by replying to the enclosed specifications. In order for your proposal to be considered, you must fill in completely all items in this specification.

Proposals should be submitted in a sealed package clearly marked with the RFP number and due date. If more than one package is submitted, they should be mark 1 of 2 etc.

All proposals must be submitted with one (1) identified original copy plus five (5) additions copies to:

Okaloosa County Purchasing Department  
Attn: Zan Fedorak  
602-C North Pearl Street  
Crestview, FL 32536

Proposals must be received at the above address no later than **4:00 p.m.**, \_\_\_\_\_, **2014**. Late proposals will not be considered regardless of the reason.

**INTERPRETATION OF SPECIFICATIONS**

During the proposals period, questions of interpretation and clarification should be directed to: Okaloosa County Purchasing Department. Questions should be submitted at least seven (7) days before the due date of the RFP. It is mandatory that all questions be submitted in writing, to Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536, [jallen@co.okaloosa.fl.us](mailto:jallen@co.okaloosa.fl.us); fax 850-689-5970. Please note that no part of the proposal shall be submitted via facsimile.

Any questions answered during the proposal period, if said answer affects the essence of the proposal, will be incorporated in an addendum, which will be posted on the County purchasing website. No verbal instructions or interpretations of specifications will be made other than indicated above.

**II. INFORMATION TO PROPOSERS**

**REQUEST FOR PROPOSAL**

This Request for Proposals (RFP) provides interested vendor with sufficient information to enable them to prepare and submit proposals for consideration by Okaloosa County.

This RFP contains instructions governing the proposals to be provided, requirements which must be met for eligible consideration, general evaluation criteria, and other requirements to be met by each proposal.

The County reserves the right to accept or reject any or all proposals received as a result of this request, or to negotiate separately with competing contractors, and to waive any informalities, defects, or irregularities in any proposal.

The County reserves the right to accept the proposal of a vendor other than that of the lowest bidder.



Proposals should be simple and economical, providing a straight-forward, concise description of the vendor's ability to meet the requirements of the RFP.

To be considered, vendor must submit a complete response to this RFP using the format provided. Each proposal must be submitted in five (5) copies. Proposals must be signed by an official authorized to bind vendor to its provisions.

### **CONTRACTUAL CONDITIONS**

For this RFP, the proposal must remain valid for at least ninety (90 days). Moreover, the contents of the proposal of this successful bidder may become contractual obligations if a contract is entered into.

The amount for the services to be rendered will be negotiated with the firm selected, and said firm will be required to enter into a formal agreement with Okaloosa County. The County reserves the right to delete or amend any of the services as listed and described in this RFP.

If a satisfactory contract cannot be negotiated, negotiations will be formally terminated. Contract negotiations will then be started with the first alternate vendor.

The content of the RFP and the successful vendor's proposal will become an integral part of the contract, but may be modified by the provisions of the contract.

The successful vendor will be required to include a disclosure statement of any potential conflicts of interest that the firm may have due to other clients, contracts, or interested associated with this project.

The selected vendor will be required to assume responsibility for all services offered in the proposal whether or not she or he provides them. Further, the County will consider the selected vendor to be the sole point of contact with regard to contractual matters. News releases pertaining to this project will not be made without prior County approval.

### **KNOWLEDGE OF CONDITIONS**

At the time of the opening the proposals, each proposer will be presumed to have inspected any sites and to have read and to be thoroughly familiar with the specifications.

The proposer shall satisfy himself as to the nature and location of the work and general and local conditions. He or she shall gain full knowledge of working conditions and other facilities in the area which have a bearing on the performance of his or her work. Any failure by the proposer to acquaint himself/herself with all of the available information shall not relieve that proposer from any responsibility for performing all work properly. No additional compensation shall be allowed for conditions increasing the proposers cost which were not known or appreciated by that proposer when submitting the proposal.

The County may disqualify any proposal not prepared and submitted in accordance with the provision hereof. Proposers shall understand that the County will not be responsible for any errors or omissions by the proposer in the presentation of the response.

All materials submitted become the property of the County, and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to the RFP. Selection or rejection of the proposal does not affect this RFP.

**CRITERIA FOR SELECTION**

All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel. This committee will recommend for selection the proposal which most closely meets the requirements of the RFP.

The following criteria will be of major importance in making the selection:

- a. QUALIFICATIONS: Ability of the vendor to satisfy requirements specified in Scope of Work including, but not limited to, firm's qualifications/experience.
- b. TECHNICAL: Vendor's plan for accomplishment of the task to include the qualifications of personnel assigned to the project; understanding of experience; technology and equipment.
- c. PRICE/FEES
- d. OTHER: Including responses from client references, locations, and government experience.

**PROPOSER'S WARRANTY**

The undersigned person warrants that:

- 1. She/he is an officer of the organization
- 2. She/he is authorized to offer a proposal in full compliance with all requirements and conditions as set forth in the RFP.
- 3. She/he has fully read and understands the RFP and has full knowledge of the scope, nature, quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

PROPOSER:

BY: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINT NAME AND TITLE)

\_\_\_\_\_  
(NAME OF COMPANY)

\_\_\_\_\_  
(CITY, STATE, ZIP)

\_\_\_\_\_  
(TELEPHONE NUMBER)

# CONTRACT

This agreement, executed in Crestview, Florida this \_\_\_\_\_ day of \_\_\_\_\_ 2014 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and \_\_\_\_\_ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

**WITNESSETH:**

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work involved with **providing EMS Ambulance Billing Services Bid # EMS 23-14** in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

As security for the full and faithful performance of this contract and all incidents thereto, the Party of the Second Part had made and furnished a Contract Bond with \_\_\_\_\_ as Surety (as required per the bid package), which is accepted by Parties of the First Part and made a part of this contract.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said specifications.

The contractor shall be prepared to begin work to be performed under the contract as set forth in their proposal, but will not begin until the official Notice to Proceed has been issued.

This contract will become effective upon completion of signatures by both parties and will run through September 30, 2016. This contract may be renewed for two (2) additional one (1) year periods upon signed agreement by both parties.

**REPRESENTATIVES:** The authorized representative of the County shall be:

**Dino Villani, EMS Director  
Public Safety Department  
90 College Blvd, East  
Niceville, FL 32578  
850-651-7150  
E-Mail: [dvillani@co.okaloosa.fl.us](mailto:dvillani@co.okaloosa.fl.us)**

The authorized representative for \_\_\_\_\_ shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-Mail: \_\_\_\_\_

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

**Joanne Kublik**  
**Contracts & Leases**  
**Okaloosa County Purchasing Department**  
**602-C North Pearl Street**  
**Crestview, FL 32536**  
**850-689-5960 / 850-689-5032 (FAX)**  
E-Mail: [jkublik@co.okaloosa.fl.us](mailto:jkublik@co.okaloosa.fl.us)

**IN WITNESS WHEREOF**, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said \_\_\_\_\_ has hereto fixed his signature, the day and year above written.

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR**

**BY** \_\_\_\_\_

\_\_\_\_\_

**TITLE**

**STATE OF FLORIDA**  
**COUNTY OF OKALOOSA**

This contract is accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2014 and is effective on the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**ATTEST:**

**COUNTY OF OKALOOSA, FLORIDA**

\_\_\_\_\_  
Gary Stanford  
Deputy Clerk of Court

**BY** \_\_\_\_\_  
Charles K. Windes, Jr., Chairman

## **SPECIAL CONDITIONS**

1. **Applicable Laws and Regulations** - The proposers attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.
2. **Proposal Information** - Questions concerning proposal requirements or specifications should be directed to the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, Florida 32536, at 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal.
3. **Right to Waive and Reject**
  - A. The Board, in its absolute discretion, may reject any proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Services Manager to emphasize this condition to potential proposers.
  - B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
  - C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.
  - D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true amount of the proposal.
4. **Disqualification of Proposers** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his/her proposal or proposals:
  - A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
  - B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.

- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.

- 5. **Conditional and Incomplete Proposals** - The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the proposal.
- 6. **Investigation of Proposer** - The owner may make such investigations as he deems necessary to determine the stability of the Proposer to perform the work and that there is no conflict of interest as it relates to the project. The proposer shall furnish to the County any additional information and financial data for the purpose as the County may request.
- 7. **Preparation of Proposals** - Proposals must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or typed in both words and numbers with the amounts extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amounts shall govern. Any proposal may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions of published notice inviting proposals.
- 8. **Indemnification & Hold Harmless** - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.  
**Note: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.**
- 9. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its' agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee of the County, disclosing his or spouses or child's interest and the nature of the intended business.

**Note: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.**

10. **Identical Tie Proposal** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

**Note: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.**

11. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. **Local Preference** - Okaloosa County grants a preference to in-county bidders only when bids are received from firms located in states, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipalities or other political subdivisions in which the out-of-county bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to its local firms, to include the amount and type of preference. Any bidder failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.  
**NOTE: For bidder's convenience, the certificate form is enclosed and is made part of the bid package.**

13. **Bid Opening** - Bid Opening shall be public on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place. Offers by e-mail, facsimile, or telephone are **NOT** acceptable.  
**Note: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.**

14. **Awards and Rejections** - The Board in its absolute discretion may reject any bid of a bidder that has failed, in the opinion of the Board to complete or perform an Okaloosa County contracted project in a timely fashion, and has directed the Okaloosa County Purchasing Manager to emphasize this condition to potential bidders.

There is no obligation on the part of the County to award the bid to the lowest bidder, submitting a responsive bid with a resulting negotiating agreement that is in its best interest and its decision shall be final.

The Board of County Commissioners reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

The Board of County Commissioners specifically reserves the right to reject any conditional bid and will reject those which make it impossible to determine the true amount of the bid. Each item must be paid separately and no attempt will be made to tie any item to any other item or items.

15. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
16. **Proposal Opening Information** - Proposal Opening shall be public, on the date and time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable.
17. **No Contact Clause** - The Okaloosa County Board of County Commissioners have established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (Formal Bids, Requests for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The Period commences when the procurement document is received and terminates when the Board of County Commissioners approves the award.  
**Note: For proposer's convenience, the certificate form is enclosed and is made part of the bid package.**
18. **Protection of Resident Workers** - The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Contractors doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.



## INSURANCE REQUIREMENTS

### Contractor's Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such

cancellation or amendment. Such notice shall be given directly to the County Representative.

### **Workers' Compensation Insurance**

1. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the **CONTRACTOR** shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. Coverage shall include a waiver or subrogation clause in favor of Okaloosa County. Also, this endorsement must be indicated on all Certificates of Insurance.

### **Business Automobile and Commercial General Liability Insurance**

- A. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-Owned & Hired motor vehicle coverage.
- B. The **CONTRACTOR** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
- C. In addition to the required coverage in B. above, Commercial General Liability coverage shall include the following:
  - 1.) On and Off Premises Operation Liability
  - 2.) Personal Injury Liability Insurance
  - 3.) Independent Contractor Liability
  - 4.) Completed Operations and Products Liability
- D. The **CONTRACTOR** shall agree to maintain in force Commercial General Liability Insurance including Completed Operations and Products Liability coverage for at least two (2) years following acceptance of the project by the COUNTY.
- E. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella

or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

**Limits of Liability**

The insurance required shall be written for not less than the following limits unless law requires higher amounts:

<b><u>COVERAGE</u></b>	<b><u>LIMIT</u></b>
A. Workers Compensation 1.) State 2.) Employers Liability	Statutory \$1 million each accident
B. Business Automobile	\$1 million each occurrence (Combined Single Limit)
C. Commercial General Insurance	\$1 million each occurrence (Combined Single Limit)
D. Professional Liability	\$1 million each occurrence (Combined Single Limit)
E. Personal and Advertising Injury	\$250,000

**Owner & Contractor's Protective Liability**

In addition to the liability requirements above, the **CONTRACTOR** shall, at his expense, provide an Owner and **CONTRACTOR's** Protective Liability insurance policy issued in the name of the OWNER and ENGINEER. Coverage shall be provided under this policy for not less than the following amounts:

A. Bodily Injury	\$1 million each occurrence
B. Property Damage	\$1 million each occurrence

**Property Insurance**

**CONTRACTOR** shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost. Any deductible amount is the responsibility of the **CONTRACTOR**. This insurance shall (1) include as an insured the OWNER, CONTRACTOR, ENGINEER and any others who have an insurable interest, (2) be written on a Builder's Risk special cause of loss policy form; (3) include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects); (4) cover materials and equipment stored on the site or at another location that was agreed on in writing by the OWNER prior to being incorporated in the Work; (5) allow for partial utilization of the work by the OWNER; (6) include testing and startup; and, (7) be maintained in effect until final payment is made unless otherwise agreed to in writing by the OWNER, **CONTRACTOR** and ENGINEER with 30-day written notice to each other entity to whom a certificate of insurance has been issued.

### Notice of Claims or Litigation

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the **CONTRACTOR's** knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

### Indemnification and Hold Harmless

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless **COUNTY**, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this Agreement.

### Certificate of Insurance

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:
- Okaloosa County  
602-C North Pearl Street  
Crestview, Florida 32536
- B. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a proposal without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- F. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

### **General Terms**

Any type of insurance or increase of limits of liability not described above which the **CONTRACTOR** required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the **CONTRACTOR** of any responsibility under this contract.

Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The **CONTRACTOR** hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the **CONTRACTOR** under all the foregoing policies of insurance.

### **Umbrella Insurance**

The **CONTRACTOR** shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

## CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_

NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**


FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO. \_\_\_\_\_

E-MAIL \_\_\_\_\_

## DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

## NO CONTACT CLAUSE

The Board has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I \_\_\_\_\_ representing \_\_\_\_\_  
**Signature** **Company Name**

On this \_\_\_\_ day of \_\_\_\_\_, 2014 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.



# INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

\_\_\_\_\_  
Proposer's Company Name

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Cellular Number

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_  
Authorized Signature – Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
After-Hours Number(s)

# FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

# LOCAL PREFERENCE DATA SHEET

Okaloosa County grants a preference to in-county bidders only when bids are received from firms located in states, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which the out-of-county bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? If "YES," list below the extent of such preference. (If your firm is located in Okaloosa County, you will check "YES"-reciprocal only.)

YES \_\_\_\_\_

NO \_\_\_\_\_

If yes, you must identify how you confirmed this information or who you spoke with within your area of business location below:

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\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## **VENDOR INFORMATION**

### **PURPOSE**

The Okaloosa County Board of County Commissioners, hereinafter referred to as the "COUNTY", is seeking proposals from qualified firms, hereinafter referred to as the "CONTACTOR", to PROVIDE EMS AMBULANCE BILLING SERVICES, for Okaloosa County Emergency Medical Services, hereinafter referred to as "OCEMS", in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

### **1. ELIGIBILITY**

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to this project, have successfully completed services similar to those specified in the Scope of Services section of this RFP for at least three governmental entities within the State of Florida and are licensed, insured, bondable and Health Insurance Portability and Accountability Act (HIPPA) compliant in the State of Florida.

The proposal should demonstrate at least three years of documented successful experience with and current knowledge of ambulance services billing. Experience must include filing claims with government programs such as Medicare and Medicaid, as well as, commercial health insurance programs (HMOs and PPOs) and the processing of at least 24,000 transports per year with a minimum of 85% documented collection percentage rate.

### **2. VARIANCES**

While the County allows CONTRACTORS to make variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

### **3. ADDITIONAL ITEMS/SERVICES**

The COUNTY may require additional items or services of a similar nature, but not specifically listed in the contract. The CONTRACTOR agrees to provide such items or services, and shall provide the COUNTY prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in the proposal. If the price (s) offered are not acceptable to the COUNTY, and the situation cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to procure those items or services from other vendors or to cancel the contract upon giving the CONTRACTOR thirty (30) days written notice.

### **4. CONTRACT TERM**

The contract term will be as defined in the enclosed contract document.

Any allowances requested due to increase must be requested prior to renewal. Fees shall be based upon contractor performance and expressed as per claim price or as a percentage of actual collections remitted to the OCEMS. Medicaid claims are the exception and must be expressed as a flat rate per claim. These fees shall be all-inclusive

of materials and personnel required for the performance of the final negotiated contract.

5. **SECURITY FOR FAITHFUL PERFORMANCE**

A bid bond, cashier's check or certified check representative of five percent (5%) for the first year's total bid price must be submitted with the bid package.

A payment and performance bond in the amount of \$25,000 made out to the Okaloosa Board of County Commissioners, issued by and institution approved by the County, will be due at the signing of the contract by the successful bidder.

**IV. SCOPE OF SERVICES**

**BACKGROUND**

It is the intent of the COUNTY to establish a contract with an established billing services provider for the purpose of collecting fees from EMS patients, and their insurance carriers, transported via ambulance to health facilities by OCEMS. This RFP is intended to cover all points of a contract from the reporting by OCEMS of the service to the satisfaction of the receivable, including potential future placement with the contracted Collection Agency after CONTRACTOR's collection efforts have failed.

The COUNTY, via OCEMS, will initiate providing Advanced Life Support (ALS) ambulance services, Basic Life Support (BLS) and non-emergency ambulance services, and on-scene medical treatment (non-transport fees) to the citizens and visitors of the COUNTY, within OCEMS boundaries in Okaloosa County, Florida. The COUNTY wishes to obtain the services of a qualified service provider for the actual billing of funds due and Accounts Receivable posting of funds received by OCEMS for these services.

At this time, charges for service are as follows:

<b>SERVICES</b>	<b>FEE</b>
Non-Emergency Medical Transportation Service	\$175.00 (+Mileage)
Base Rate for BLS	\$800.00 (+Mileage)
Base Rate for ALS -- 1	\$800.00 (+Mileage)
Base Rate for ALS -- 2	\$800.00 (+Mileage)
Specialty Care Transport	\$800.00 (+Mileage)
Mileage	\$15.00 per mile
Treatment / No Transport	\$250.00
Ambulance Standby	\$200.00 per hour
Non-profit Organization Ambulance Standby	\$120.00 per hour
Quick Response Vehicle Standby (with 1 Staff Member)	\$100.00 per hour
EMT (No Vehicle)	\$75.00 per hour
Paramedic (No Vehicle)	\$100.00 per hour

Records reflect that OCMES has estimated the following number of transports, which would fall under the scope of services under this contract:

YEAR	NUMBER OF BILLABLE TRANSPORTS*
2010	17,268
2011	19,154
2012	19,349

\* The number of patient transports in prior years are considered to be estimated, and there is no warranty or guarantee that future service requirements will remain constant.

#### SCOPE OF WORK

The successful contractor, under this agreement, will provide all services necessary to collect for services provided by OCEMS. These services shall include, but are not limited to:

1. Receipt from OCEMS of the patient data necessary for billing. This data will come from a department approved "Patient Care Report" (PCR) in computerized format. The CONTRACTOR will be furnished with these reports either in a batch mode via mail or electronic transfer. The patient care reports will be electronically generated in a format approved by this department in ruggedized tablet devices capable of supporting electronic PCR and automated vehicle location (AVL) functionality:
  - a. The CONTRACTOR shall be responsible for obtaining the appropriate software that will be compatible to interface with our computerized report writing system and to enter furnished data into their computerized billing system.
  - b. The CONTRACTOR shall provide a GPS compatible AVL system that supports fleet management and real-time information sharing between field units and dispatch.
2. The CONTRACTOR will be responsible for reviewing each PCR for content to accomplish the following:
  - a. Check for discrepancies to ensure the number of PCRs received match the number of patients transported as documented on the PCRs. This is particularly important on multiple patients at one incident.
  - b. Assign the appropriate billing code based on the documentation, treatment and chief complaint of the patient.
3. The CONTRACTOR will be responsible for sorting the PCRs in numerical/date order, as well as, sorting all the paperwork in a systematic order for billing organization and future accessibility.
4. To the extent possible, provide electronic claims processing and paper filings to all other insurance companies. The first invoice will be dated no later than fifteen (15) days after the date of service (DOS) or five (5) days after the contracted billing company has received the PCR. The second notice will be sent to the patient or responsible party thirty (30) days after the original invoice. The third notice (final notice) will be sent to the patient or responsible party after 30 days

the second notice has been mailed. Services to be billed will include base fee, mileage, and hourly rate for ambulance/quick response vehicle standbys.

5. The contracted billing agency will be responsible for the initial collection generation of any and all insurance forms, filings and record maintenance. The contracted billing agency will provide the contracted collection company with all accounts that have no payment activity for 180 days after the date of first billing. The CONTRACTOR will track the accounts turned over to the collection firm and will provide a monthly report to OCEMS listing the accounts surrendered to the collection firm. The CONTRACTOR will continue to work with the collection agency to assist with the following:
  - Information gathering
  - Filing insurance claims for accounts in collections
  - Review account status with collections firm and/or OCEMS, as required;
  - Receive and handle phone calls for patients with accounts placed in collections; and
  - Receive, post and forward payments received on accounts placed in collections
  
6. Provision of all monthly finance, billing, receivable and again reports as stated herein.
  - a. Collections profiles for each month, dating back to the beginning of said contract.
  - b. Status of all accounts (payer max) for the current month and total in system.
  - c. Aging report.
  - d. Monthly detail for current month reports.
  - e. Transport log.
  - f. Month end information for Finance.
  - g. Monthly write off reports.
  - h. Refund reports including refunds pending.
  - i. HIPPA records release reports.
  - j. Any additional reports that OCEMS may need or request will automatically be formatted to their requirement and sent to the department.
  - k. Daily payment logs with deposit confirmation attached.
  - l. Month end payment logs to balance to dailies.

7. The CONTRACTOR will comply with the policies and procedures developed and implemented by OCEMS in response to the improvement of the department and the privacy act of HIPPA. The agency will enter into a business associates agreement with OCEMS to insure all HIPPA policies are adhered to. Any violations of the HIPPA by contracted billing company will be grounds to terminate all contractual agreements.
8. The CONTRACTOR will comply with HIPPA regarding protected health information (PHI) and guardian of all record sets and will maintain any and all documentation records and patient information in a safe and secure manner allowing for inspection and/or audit by the COUNTY.
9. The CONTRACTOR will be required to store all record sets for a minimum of thirty-six (36) months and then turn them over to Okaloosa County for permanent storage.
10. The CONTRACTOR will be in compliance with the Final Security Rule of HIPPA and remain under a business associates agreement during the duration of the contract.
11. Provide sufficient Customer Service Representative(s) to assist patients and/or other third party payees in all billing inquiries in a timely manner, not to exceed three (3) business days.
12. Conduct any follow-up required to obtain necessary insurance information for payment processing.
13. All payments received by the CONTRACTOR on behalf of OCEMS will be deposited to the COUNTY's designated bank account within three (3) business days. Records of deposits will be correlated with database reports on a daily basis and this information will be faxed to the County on a daily basis.
14. CONTRACTOR will follow-up with patient or patient's third party for collection of the receivable in increments of 30 days, 60 days and 90 days, after the initial billing. OCEMS shall be provided information and a quarterly basis on those accounts deemed "non-collectible except by further legal means" and OCEMS will decide the method in which it wishes to proceed. No such account will be reported as long as payments are being made in good faith. The CONTRACTOR agrees to negotiate and arrange a modified payment schedule for those individuals who are unable to pay the full amount when invoiced. The CONTRACTOR is authorized to establish a monthly payment no less than \$5.00 per month and ensure those individuals continue to pay at least the amount for the duration of the invoice.
15. Collect remaining amounts after the patients insurance or other third party payments are made from the patient where permitted by law and provider agreement.
16. The CONTRACTOR shall provide up to 4 hours training of EMS personnel annually, at the discretion of the EMS Division Chief, on changes in the billing process and new requirements for data gathering as they occur. In addition, the contractor



must apply up to 3 hours training annually on the use of the read-only version of the software to be provided under this contract for OCEMS-based use.

17. The CONTRACTOR also agrees to provide:
- a. All invoices and related insurance forms with remittance advice.
  - b. Return envelope with the address to be designated and approved by OCEMS. Window envelopes are acceptable for satisfying this requirement.
  - c. Postage for the mailing of all said invoices and forms for the billing operation.
  - d. Patient statement with a message stating "all checks must be made payable to Okaloosa County EMS". Sample of invoice to be provided.
  - e. Reasonable effort to locate and correct any incorrect billing address for billable patients.
  - f. A working arrangement with all OCEMS service hospitals.
  - g. A reconciliation report on the 15<sup>th</sup> and the last day of the month that will show all patients that have been billed for the previous 15 days. The invoice will display the PCR number, date of service, level of care (BLS, ALS< ALS-2, SCT, etc.), miles transported, patient billing code assignment, and the total amount of the invoice.
  - h. A reconciliation report on the 15<sup>th</sup> and the last day of the month that will show a breakdown of BLS/ALS/ALA-2 patients and the mileage charges for each category. It will be broken down per category to ensure all PCRs processed and forwarded to the CONTRACTOR have been processed within approved time line.
  - i. The CONTRACTOR must provide OCEMS with a refund request including all patient information relating to refund payments to patients and/or insurance company indicating the refund payee's name, address, and reason for refund.
  - j. The CONTRACTOR shall follow up on electronically submitted claims for which payment has not been received between 30 and 45 days following initial submittal. Follow-up shall be accomplished on all unpaid paper claims between 45 & 60 days after initial submittal. Follow-up efforts and results must be documented and available to the COUNTY. Follow-up efforts subsequent to the initial effort must also be documented and retrievable.
  - k. The CONTRACTOR agrees to provide the COUNTY with information necessary for OCEMS to pursue collection of non-sufficient fund checks.

- l. Given reasonable notifications, OCEMS has the right to audit all financial records pertaining to the billing and collection for OCEMS
- m. Subpoenas: Any subpoena request processed through OCEMS and sent to the individual names on the subpoena requesting the medical records.
- n. The CONTRACTOR will keep a log of the medical records sent out in compliance with subpoenas or other legal and HIPPA compliant request and will send a copy of the PHI log electronically to the Privacy Officer of HIPPA on a monthly basis. A copy of the request will also be placed in the medical records.
- o. The CONTRACTOR will comply with any special report request in reference to transport locations and response modes to specific locations on a case by case basis.

19. **Reports:**

- a. Distribution of Charges and Collections – This report will track the charges, payments and financial class mix of all patients for a given month or other specified period. (Provide sample of this report.)
- b. Aged Receivable Report – This report will have outstanding invoices sorted by date or account for thirty, sixty, ninety, one-hundred twenty and over one-hundred twenty days. This report will provide totals for these categories. (Provide sample of this report.)
- c. Patient Alpha Listing – This report lists all patients alphabetically by patient name. (Provide Sample of this report.)
- d. Monthly Payment Listing – This report lists payments, required charge offs (adjustments), and refunds posted to each patient's account. (Provide sample of this report.)
- e. Overpayment (Refund Request) Reports – This report lists all patients due refunds as a result of overpayment of account. (Provide sample of this report.)
- f. NSF Check Reports – This report lists all patients that have made payment with checks that have been returned for non sufficient funds of an account. (Provide sample of this report.)

**Additionally, any other mutually agreed upon report (s) as may be required.**

20. **Responsibility of OCEMS:**

OCEMS will provide the necessary patient and insurance information to the CONTRACTOR on a twice weekly basis for those patients that have been recently transported or treated at scene. (Period may be adjusted dependent upon volume.)

OCEMS will comply with all Federal, State and local laws, rule and regulations as applicable to the services being contracted for.

OCEMS will agree to use the successful firm for all medical billings exclusively for the service specified herein as long as the contract agreement is in force, except for accounts past due six (6) months or more that have been deemed uncollectible by the CONTRACTOR and OCEMS.

21. **Performance Schedule:**

Patient statements shall be at maximum intervals of 35 days with no patient receiving a statement until their insurance has had ample opportunity to act on the claim. Ample opportunity is defined as at least 60 days. Initial bills to insurance carriers are to be sent within fifteen (15) business days of the Date of Service of five (5) days of the CONTRACTOR receiving all necessary information to enable the billing process.

**The Proposer shall include sample bills forms and sample messages that can be used on patient statements, as part of the response. All text, format, color or printing and stock subject to approval by OCEMS.**

**V. PROPOSAL FORMAT**

The Proposal must name all persons or entities interested in the proposal as principals. The proposal must be declared that it is made without collusion with any other person or entity submitting a proposal pursuant to this Request for Proposal.

Proposer shall prepare their proposals using the following format with each section clearly labeled and shall include the following:

- a. Letter of Transmittal.
- b. Statement acknowledging receipt of each addendum issued by the COUNTY.
- c. Qualifications and experience of the firms(s)/individual(s) who will provide the services which shall include documentation of the firm's experience in similar work.
- d. List at least two (2) current and pertinent professional and financial references (name, address, and phone number) that the COUNTY may contact in relations to the Proposer's qualifications, experience and stability.
- e. Scope of Work – This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach activities and work products. The proposal shall include:
  - 1) A rationale for the approach taken for schedule of deliverables.
  - 2) A list of work product which the Proposer will provide.

- 3) A list of any assistance OCMES may be requested to provide the Proposer.
- 4) Provide completed cost proposal (Attachment "A").
- 5) Provide evidence of current levels of insurance in areas of General Liability and Professional Liability or evidence of insurability.
- 6) Provide a statement of Proposer's financial stability, including information as to current or prior bankruptcy proceedings.
- 7) Provide a summary of any litigation filed against the proposer in the past three years which is related to the services that Proposer provides in the regular course of the business. The summary shall state the nature of litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved.
- 8) Identify the type of business entity involved (i.e., sole proprietorship, partnership, corporation, etc.). Identify whether the business entity is incorporated in Florida, another state, or a foreign country.
- 9) In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners or partners.
- 10) If proposer is a corporation, provide certification from the Florida Secretary of State verifying Proposer's corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business in the State of Florida.
- 11) Any additional information that the Proposer considers pertinent for consideration should be included in separate sections of the proposal. The COUNTY solicits a statement about why the Proposer feels its approach would be the most cost effective to the COUNTY.

**ATTACHMENT A (Format for Pricing)**

Overall contract fee or percentage for providing Billing & Receivable services as outlined in the attached Scope of Services for all billings EXCEPT FOR MEDICAID CLAIMS.

ESTIMATED CLAIMS X AVERAGE EXPECTED COLLECTIONS X PERCENTAGE FEE PER AMOUNT COLLECTED – ALL COSTS INCLUDED

\_\_\_\_\_ Claims x \$ \_\_\_\_\_ Estimated average collection per claim x Vendor percentage = Total County Cost.

OR

\_\_\_\_\_ x \_\_\_\_\_ Claims x \$ \_\_\_\_\_ Estimated average collection per claim x \_\_\_\_\_ % = \$ \_\_\_\_\_

(Insert Count's estimate where the x appears above.)

Are the above costs fixed for the three year duration of the contract? Yes ( ) / No ( )

If no, quantify any and all factors that will influence the cost of the service with a guaranteed percentage yearly maximum for each year of the contract.

Year 1 \_\_\_\_\_ %

Year 2 \_\_\_\_\_ %

Year 3 \_\_\_\_\_ %

MEDICAID CLAIMS must be shown as a flat rate for performing any billing.

This shall be per billing and shall not percentage. The COUNTY estimates there will be approximately \_\_\_\_\_ such claims annually based on past experience or projections. This is an estimate only and does not in any way guarantee the CONTRACTOR will be paid this amount. A "billing" is defined as a separate and initial paper or electronic transaction to recover costs from Medicare of Florida Medicaid and any and all follow-up or secondary filing associated with an ambulance run on that specific date of service.

\$ \_\_\_\_\_ /Billing x \_\_\_\_\_ bills = \$ \_\_\_\_\_ per year.

(Insert county's estimate where x appears above.)

What fee does the proposer pay for the processing of the following credit card transactions? This assumes that the Vendor will only pass along the vendor's cost of this service – additional vendor fees are not allowed. The COUNTY recognized that these

fees are adjusted periodically by Credit Card service providers and expects these fees to be adjusted accordingly, however, the COUNTY must receive a copy of the notification t provided to the Vendor by the Credit Card processor prior to the vendor adjusting these fees:

Master Card: \_\_\_\_\_

Visa: \_\_\_\_\_

American Express: \_\_\_\_\_

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Vendor Name

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Address

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Phone/Contact Person

# REFERENCE SHEET

Refer to Proposal Specification

**NAME OF CUSTOMER**  
**ADDRESS**  
**PHONE NUMBER**  
**PERSON TO CONTACT**

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**NAME OF CUSTOMER**  
**ADDRESS**  
**PHONE NUMBER**  
**PERSON TO CONTACT**

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**NAME OF CUSTOMER**  
**ADDRESS**  
**PHONE NUMBER**  
**PERSON TO CONTACT**

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**NAME OF CUSTOMER**  
**ADDRESS**  
**PHONE NUMBER**  
**PERSON TO CONTACT**

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**NAME OF CUSTOMER**  
**ADDRESS**  
**PHONE NUMBER**  
**PERSON TO CONTACT**

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**EMS AMBULANCE BILLING SERVICES  
RANKING SHEET  
BID # EMS 23-14**

<b>COMPANY NAME</b>				
Price/Fees (50 pts)				
Technical Solutions (20 pts)				
Qualifications and Experience (20 pts)				
References (10 pts)				
TOTAL				

**Person Scoring (Print)** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_