

Item # 4-4A

**City of Carson City
Agenda Report**

Date Submitted: June 12, 2007

Agenda Date Requested: June 21, 2007

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to approve Amendment No. 2 for Contract No. 0405-076 the renewal of the contract through June 30, 2008 for Ambulance Billing Services with Advanced Data Processing, Inc.

Staff Summary: Amendment No. 2 will extend the contract through June 30, 2008.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve Amendment No. 2 for Contract No. 0405-076 the renewal of the contract through June 30, 2008 for Ambulance Billing Services with Advanced Data Processing, Inc.

Explanation for Recommended Board Action: On May 4, 2005 the Board of Supervisors awarded Contract No. 0405-076 Ambulance Billing Services to Advanced Data Processing, Inc., 500 NW 165th Street, Suite 102, Miami, FL 33169 305-459-0658 FAX #305-521-0786 to provided ambulance billing services at a rate of 4.95% of collections through June 30, 2007 with the option to renew for five (5) additional one (1) year periods subject to negotiation. On September 15, 2005 the Board of Supervisors approved Amendment No. 1 that provided access to and use of the HealthEMSTM System at a cost of \$1.50 per incident Patient Care Report processed.

Pamela Olkowski, Vice-President for Advanced Data Processing, Inc., has provided a letter confirming the first renewal will continue with the same price, terms and conditions as originally bid and amended. Vincent Pirozzi, has requested that this contract be renewed for the 1st renewal period.

Applicable Statue, Code, Policy, Rule or Regulation: N.R.S. Chapter 332 Purchasing: Local Governments.

Fiscal Impact: 4.95% of net amount collected and \$1.50 per incident Patient Care Report processed

Explanation of Impact: 4.95% of net amount collected and \$1.50 per incident Patient Care Report processed

Funding Source: 4.95% of net amount collected and \$1.50 per incident Patient Care Report processed

Supporting Material: Letter from Advanced Data Processing, Inc., Amendment No. 2, and Agenda Report 9/15/05

Prepared By: Cheryl Adams, Purchasing & Contracts Manager

Reviewed By: *Raul S. Ibanez* Date: 6-12-07
(Fire Department)
[Signature] Date: 6-12-07
(City Manager)
[Signature] Date: 6-12-07
(District Attorney)
[Signature] Date: 6/12/7
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)



ADVANCED
DATA PROCESSING, INC.

Cheryl Adams, Purchasing & Contracts Manager
Carson City Purchasing & Contracts
201 North Carson Street Suite 11
Carson City, NV 89701

Dear Ms. Adams:

Pursuant to your request, this letter will serve as notice that ADPI does intend to renew Contract #0405-076 for Ambulance Billing Service with Carson City EMS.

This renewal will continue with the same price, terms and conditions as the existing contract.

Please do not hesitate to call me with any questions. You can reach me directly at 303.336.3492.

Sincerely,

Pamela Olkowski
Vice-President

4251 Kipling Street, Suite 200 • Wheatridge, CO 80033

303.329.9044 • 800.248.2262 • 303.336.3166 fax

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 0405-076**

THIS AMENDMENT is made and entered into this 21st day of June, 2007, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Advanced Data Pro, 4251 Kipling Street, Suite 200, Wheatridge, CO 80033 303-329-9044 800-248-2262 FAX #303-336-3166, hereinafter referred to as the "**INDEPENDENT CONTRACTOR**", and is made to amend the existing contract known as **CONTRACT #0405-076 Ambulance Billing Services**.

WITNESSETH:

WHEREAS, the **CITY** desires to amend sections of Articles 1 and 2 of the original contract to include that which is contained herein; and

WHEREAS, it is deemed that said amendment is both necessary and in the best interests of the **CITY**.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties agree as follow:

ARTICLE 1

1 CONTRACT TERM:

- 1.1 This Contract shall be effective until June 30, 2008, unless sooner terminated by either party as specified in **Article 6 Contract Termination**.

ARTICLE 2

2 Notice:

- 2.2.1 Notice to **INDEPENDENT CONTRACTOR** shall be addressed to:

Advanced Data Processing, Inc.
Pamela Olkowski, Vice President
4251 Kipling Street, Suite 200
Wheatridge, CO 80033
303-329-9044 800-248-2262 / FAX #303-336-3166
POlkowski@emsclairns.com

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 0405-076**

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 0405-076**

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

CARSON CITY

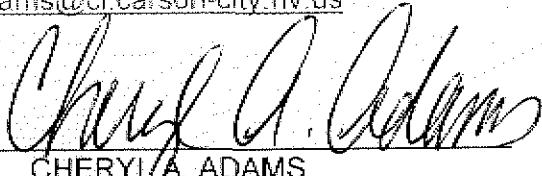
Finance Director
Attn: Cheryl A. Adams, Purchasing &
Contracts Manager
201 North Carson Street Suite 11
Carson City, Nevada 89701
Telephone: 775-887-2027 ext 1100
FAX: 775-887-2107
CAdams@ci.carson-city.nv.us

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

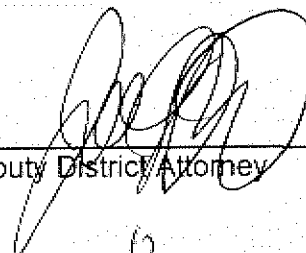
I have reviewed this Contract and approve
as to its legal form.

By:



CHERYL A. ADAMS
Purchasing & Contracts Manager

Deputy District Attorney

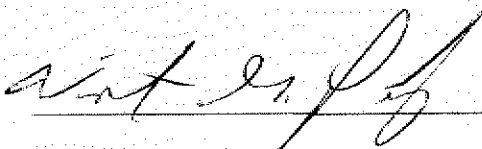


DATED this 12th day of June, 2007.

DATED this 12 day of June, 2007.

CITY'S ORIGINATING DEPARTMENT

BY: Stacey Giomi, Fire Chief *VINCENT G P (12022)*
Fire Department
777 S. Stewart Street
Carson City, NV 89701
Telephone: 775-887-2210 Ext. 1005
Fax: 775-887-2209
SGiomi@ci.carson-city.nv.us



DATED this 2 day of JUNE, 2007.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 0405-076**

Doug Shamon being first duly sworn, deposes and says: That he is the **INDEPENDENT CONTRACTOR**, or authorized agent of the **INDEPENDENT CONTRACTOR**, for whom the aforesaid described work is to be performed by; that he has read the foregoing Contract Amendment and understands the terms, conditions, and requirements thereof.

INDEPENDENT CONTRACTOR

BY: Doug Shamon
TITLE: CEO
FIRM: Advanced Data Processing, Inc.
BUSINESS LICENSE #: 07 21856
Address: 4251 Kipling Street, Suite 200
City: Wheatridge
State: CO Zip Code: 80033
Telephone: 303-329-9044 / Fax #: 303-336-3166
E-mail Address: DShamon@emsclaims.com



(Signature of **INDEPENDENT CONTRACTOR**)

DATED this 21 day of May, 2007.

STATE OF Florida)
County of Broward) ss

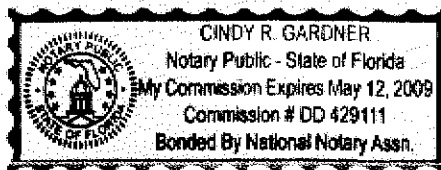
On this 21 day of May, in the year 2007, before me, Cindy Gardner, Notary Public, personally appeared Doug Shamon, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Cindy Gardner
Notary's Signature

L.S.

My Commission Expires: May 12, 2009



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 0405-076**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board Of Supervisors for Carson City, Nevada at their publicly noticed meeting of June 21, 2007 approved Amendment No. 2 for **CONTRACT No. 0405-076**. Further, the Board Of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

MARV TEIXEIRA, MAYOR

DATED this 21st day of June, 2007.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 21st day of June, 2007

**City of Carson City
Agenda Report**

Date Submitted: September 6, 2005

Agenda Date Requested: September 15, 2005

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to approve Amendment No. 1 for Contract No. 0405-076
Ambulance Billing Services with Advanced Data Processing, Inc.

Staff Summary: Amendment No. 1 will provide the City access to and use of a new EMS reporting system.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve Amendment No. 1 for Contract No. 0405-076 Ambulance Billing Services with Advanced Data Processing, Inc.

Explanation for Recommended Board Action: On May 4, 2005 the Board of Supervisors awarded Contract No. 0405-076 Ambulance Billing Services to Advanced Data Processing, Inc., 500 NW 165th Street, Suite 102, Miami, FL 33169 305-459-0658 FAX #305-521-0786 to provided ambulance billing services at a rate of 4.95% of collections through June 30, 2007 with the option to renew for five (5) additional one (1) year periods subject to negotiation.

Staff is requesting approval of Amendment No. 1 for access to and use of the HealthEMSTTM System at a cost of \$1.50 per incident Patient Care Report processed.

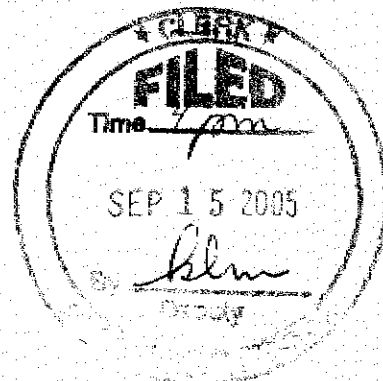
Applicable Statue, Code, Policy, Rule or Regulation: N.R.S. Chapter 332 Purchasing: Local Governments.

Fiscal Impact: \$1.50 per incident Patient Care Report processed

Explanation of Impact: \$1.50 per incident Patient Care Report processed

Funding Source: \$1.50 per incident Patient Care Report processed

Supporting Material: Amendment No. 1 and Agenda Report 5/5/05



Prepared By: Cheryl Adams, Purchasing & Contracts Manager

Reviewed By: *Ant G. Pz* Date: 9/6/05
(Fire Department)
Bill Date: 9-6-05
(City Manager)
Melanie Pouchetta Date: 9-6-05
(District Attorney)
J. Minton Date: 9/6/05
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0405-076**

THIS AMENDMENT is made and entered into this 15th day of September, 2005, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and ADPI West, Inc., 7750 Pardee Lane, Suite 201, Oakland, CA 94621 510-769-9648 FAX #510-904-5719 , hereinafter referred to as the "**INDEPENDENT CONTRACTOR**", and is made to amend the existing contract known as **CONTRACT #0405-076 Ambulance Billing Services**.

WITNESSETH:

WHEREAS, the **CITY** desires to amend sections of Articles 3 and 4 of the original contract to include that which is contained herein; and

WHEREAS, it is deemed that said amendment is both necessary and in the best interests of the **CITY**.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties agree as follow:

ARTICLE 3

3 SCOPE OF WORK:

- 3.2 According to the terms and conditions of Exhibit A, which is a copy of the executed HealthEMS™ Subscription Agreement between Advanced Data Processing, Inc. and ScanHealth, Inc. with the confidential pricing information redacted, **INDEPENDENT CONTRACTOR** agrees to provide **CITY** with ScanHealth, Inc.'s HealthEMS™ System; supply **CITY** with two-part patient care reports; and supply **CITY** with access to the HealthEMS™ System for scanning, correcting ("scanalyzing") scanned patient care reports, accessing scanned images and data, reporting and analysis, and extracting state EMS reports.
- 3.3 The parties agree that the **CITY** shall not have any contractual relationship with ScanHealth, Inc.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0405-076**

ARTICLE 4

4 CONSIDERATION:

- 4.3 The parties agree that **INDEPENDENT CONTRACTOR** will provide the access and use of the HealthEMS™ System at a cost to the **CITY** of one-dollar and fifty cents (\$1.50) per incident patient care report processed in the prior month. Such costs shall be invoiced to the **CITY** in the same invoice and manner as for all other **INDEPENDENT CONTRACTOR** services billed monthly and with the same payment terms.
- 4.4 The parties agree that the **INDEPENDENT CONTRACTOR** shall make all necessary payments to ScanHealth, Inc. and that **CITY** shall have no obligation to make any payments to ScanHealth, Inc.

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0405-076**

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

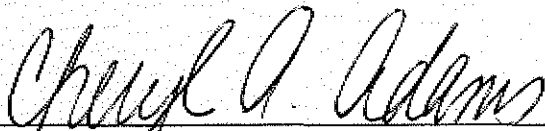
CARSON CITY

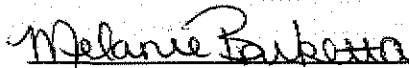
Finance Director
Attn: Cheryl A. Adams, Purchasing &
Contracts Manager
201 North Carson Street Suite 11
Carson City, Nevada 89701
Telephone: 775-887-2027 ext 1100
FAX: 775-887-2107
CAdams@ci.carson-city.nv.us

CITY'S LEGAL COUNSEL

Noel S. Waters, District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: 
CHERYL A. ADAMS
Purchasing & Contracts Manager

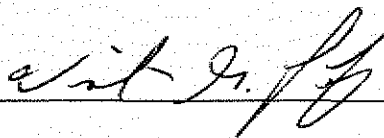

Deputy District Attorney

DATED this 7th day of September, 2005.

DATED this 6th day of September, 2005.

CITY'S ORIGINATING DEPARTMENT

BY: Stacey Giomi, Fire Chief
Fire Department
777 S. Stewart Street
Carson City, NV 89701
Telephone: 775-887-2210 Ext. 1005
Fax: 775-887-2209
SGiomi@ci.carson-city.nv.us


DATED this 6 day of September, 2005.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0405-076**

Doug Shamon being first duly sworn, deposes and says: That he is the **INDEPENDENT CONTRACTOR**, or authorized agent of the **INDEPENDENT CONTRACTOR**, for whom the aforesaid described work is to be performed by; that he has read the foregoing Contract Amendment and understands the terms, conditions, and requirements thereof.

INDEPENDENT CONTRACTOR

BY: Doug Shamon
TITLE: CEO
FIRM: ADPI West, Inc.
BUSINESS LICENSE #: 05 21856
Address: 7750 Pardee Lane, Suite 201
City: Oakland
State: CA **Zip Code:** 94621-1424
Telephone: 510-768-9648 / **Fax #:** 510-904-5719
E-mail Address: DShamon@emsclaims.com



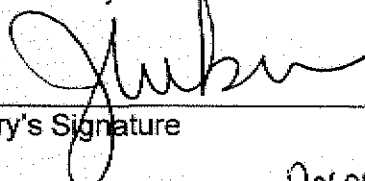
(Signature of **INDEPENDENT CONTRACTOR**)

DATED this 2nd day of September 2005.

STATE OF Florida)
County of Miami-Dade) ss

On this 2nd day of September, in the year 2005, before me, Jennifer Wilberger Notary Public, personally appeared Doug Shamon, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

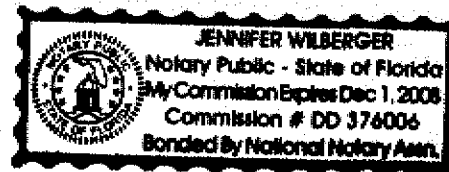
WITNESS my hand and official seal.



Notary's Signature

My Commission Expires: December 1, 2008

L.S.

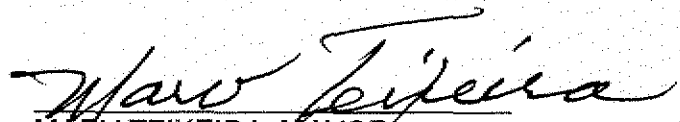


**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0405-076**

CONTRACT ACCEPTANCE AND EXECUTION:

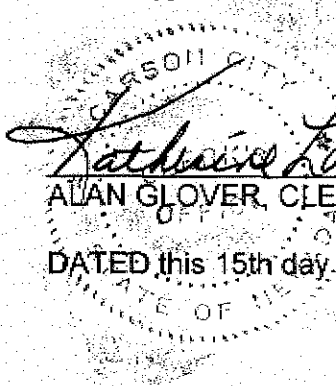
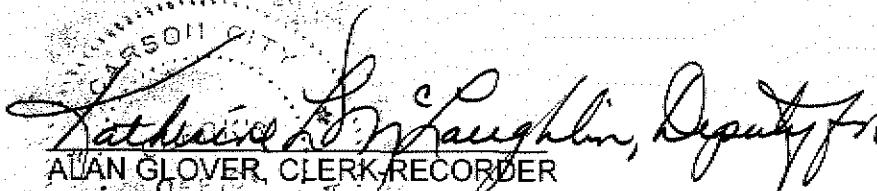
The Board Of Supervisors for Carson City, Nevada at their publicly noticed meeting of September 15, 2005 approved Amendment No. 1 for **CONTRACT No. 0405-076 Ambulance Billing Services**. Further, the Board Of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA


MARV TEIXEIRA, MAYOR

DATED this 15th day of September, 2005.

ATTEST:



ALAN GLOVER, CLERK, RECORDER

DATED this 15th day of September, 2005.



HealthEMS™ SUBSCRIPTION AGREEMENT

This HealthEMS™ Subscription Agreement (the "Agreement"), is between ScanHealth, Inc., a Minnesota corporation ("ScanHealth"), and the undersigned customer ("Customer").

1. HealthEMS™ SYSTEM. ("System")

- 1.1 **Licensed Software.** The Licensed Software is the ScanHealth HealthEMS™ Software, a web-enabled application that performs data analysis and reporting over the Internet (the "Licensed Software") for the Emergency Medical Services (EMS) industry. ScanHealth owns all rights to this software.
- 1.2 **Professional Services.** ScanHealth makes available numerous professional services ("Professional Services") per Section 4 to help maximize your investment in HealthEMS™. Services include, but may not be limited to, Application Support, Classroom Training, Web Training, Consulting and Educational Resources. Professional services may be accessed through myHealthEMS™, ScanHealth's single portal of entry to the System.
- 1.3 **Data Center Services.** The Data Center ("Data Center") is comprised of infrastructure and services that host, manage, and support the HealthEMS™ Software. ScanHealth is responsible for the Data Center as defined in Section 5.2 up to the point of external Internet access. It is the responsibility of Customer to provide its own Internet connectivity with sufficient bandwidth to meet user demands.
- 1.4 **Scanning Services.** ScanHealth provides a point-of-occurrence data collection system using proprietary OCR scannable electronic Pre-hospital Care Report ("ePCR") sheets and a secure file transfer program that uploads scanned data via the Internet (the "Scanning Services"). In order to use the Scanning Services, Customer must obtain scanning hardware that meets the specifications set forth by ScanHealth.

2. LICENSE AND FEES.

- 2.1 **License.** ScanHealth hereby grants to Customer a non-exclusive, non-transferable (except as provided in this Agreement) license to access the System over the Internet. Hosting and deployment of the System is provided by ScanHealth. ScanHealth will invoice Customer monthly for license and support fees contracted for under this Agreement.
- 2.2 **Fees.**
 - 2.2.1 **Activation Fee.** Activation Fee is the one-time per Provider Initial System Activation and Provider Set-up as set forth on Schedule A.
 - 2.2.2 **Initial Payment.** Initial Payment from Customer is due upon acceptance of this Agreement. Initial Payment is the Activation Fee as set forth in Schedule A.
 - 2.2.3 **Monthly Subscription Fees.** Customer agrees to pay the Monthly Subscription Fees as set forth on Schedule A, which forms a part of this Agreement. In the event the Customer's actual annual run volume, as listed in Schedule A, varies from estimated annual run volume by more than +/- 10%, ScanHealth reserves the right to make annual adjustments to the Subscription Fees provided the Customer is given 60 days prior written notice of such adjustment. Subscription Fees include: Data Center Services, application licensing, system maintenance and application support, system upgrades, scheduled training at ScanHealth's corporate training center and the quantity of scannable ePCR sheets as set forth in Schedule A.

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Revised 05/10/05

2.2.4. **Monthly Invoicing.** Following identification of Customer's System Activation Date as set forth in Schedule B, ScanHealth will invoice the Customer as set forth in Schedule A. Customer will be invoiced monthly installment fees 30 days in advance, due and payable by the first of the month during the Term identified in 8.1. Upon receipt of payment, ScanHealth will deliver the corresponding number of ePCR sheets to the Customer for the following period. Shipping costs for the ePCR sheets remain the responsibility of the Customer and will be included in the monthly subscription invoice.

2.2.5. **ePCR Shipment.** Initial ePCR shipment will include a minimum of three months supply of sheets. Thereafter, ePCRs will be automatically shipped to Customer per frequency listed below and upon payment of invoice for the corresponding monthly Subscription Fee. Shipping charges remain the responsibility of the Customer and will be included with the monthly subscription invoice.

Yearly Shipment:	annual run volume < or =	2,500	
Quarterly Shipment:	annual run volume between	2,501	and 12,000
Monthly Shipment:	annual run volume > or =	12,001	

2.2.6. **Supplemental Forms.** In addition to the base ePCR sheets included in the subscription agreement pricing, supplemental forms are available on a unit price basis per form. The unit price for the supplemental forms, which includes the form cost and electronic image storage within the System, are posted on the System web site. Customer will be invoiced monthly for purchase of supplemental forms. Payment shall be due within thirty (30) days from the date of invoice.

2.2.7. **Storing "Other" Ancillary Images.** ScanHealth will provide Customer HealthEMS™ "Other" image functionality to store, on average, up to three, single-page "Other" images per ePCR, at no additional cost.

3. INITIAL SETUP.

3.1 **Customer's Responsibilities for Setup.** Customer must provide Internet connectivity to the System web site with sufficient bandwidth to meet Customer's utilization demands. System performance is a function of bandwidth and latency time from client desktop to the System web site. Customer must connect with Microsoft Internet Explorer version 5.5 or higher.

3.2 **Customer Passwords.** Both a Logon Identity and a password are necessary to access the System through the Web site. The password provides vital security in preventing unauthorized access to Customer's Data and Confidential Information. Customer is responsible for keeping and maintaining the security of the passwords that are assigned to Customer. ScanHealth shall have no responsibility for unauthorized access to Customer's Data or Confidential Information that results from Customer's failure to keep secure the assigned passwords.

3.3 **System Activation Date.** Following identification by Customer and ScanHealth of Customer's Activation Date ("Activation Date") as set forth in Schedule B, ScanHealth will invoice the Customer as set forth in Schedule A. The System Activation Date is the date at which ScanHealth will activate the System to allow for Customer set-up of the Licensed Software via the Data Center. The System Activation Date represents the first day of the Subscription Term. Once a mutually agreeable system Activation Date has been set, ScanHealth will invoice Customer for the first monthly Subscription Fee as set forth in Schedule A.

4. PROFESSIONAL SERVICES.

4.1 **Application Support.** ScanHealth provides phone and web-based application support at no additional cost to Customers who have successfully completed Core Classroom Training and are active Users. Application Support is defined as help with application navigation or troubleshooting arising from the use of the System, as designed. ScanHealth's Call Center is staffed from 7 AM – 6 PM Central Time, excluding Holidays, as posted on myHealthEMS™.

- 4.2 **Classroom Training.** ScanHealth offers training regarding the use of the System for the benefit of its Customers. Customer will be required to participate in ScanHealth's Core Classroom Training ("Core Classroom Training") at its corporate offices in Duluth, MN. Dates for Core Classroom Training will be confirmed by ScanHealth's Customer Service staff and sessions will be scheduled no earlier than three (3) weeks from receipt of signed Subscription Agreement and Initial Payment as set forth on Schedule A. Classroom training in addition to Core Classroom Training is free for active Users at ScanHealth's corporate offices in Duluth, MN. Attendance at ScanHealth's regularly scheduled Core Classroom Training courses must be requested and coordinated through ScanHealth's Customer Service staff. Customer will be responsible for its own travel and accommodations.
- 4.3 **Project Manager Implementation Support.** ScanHealth shall provide Customer up to a maximum of 20 hours of Project Manager Implementation Support to assist Customer with implementing the System. Project Manager Implementation Support, will be provided at no additional charge to Customer from the date of execution of this Agreement through implementation, up to a maximum of 20 hours or 6 months from Activation Date, whichever comes first. Additional Project Manager Implementation Support hours requested by Customer will be charged at ScanHealth's hourly rates for Consulting services as set forth in Section 4.5.
- 4.4 **Web Training.** Through the use of the Internet, ScanHealth is able to provide supplemental Web Training on focused sections of the application. Examples of additional remote training are modularized training for new employees, including documentation, scanning, billing, etc. Web training will be provided to the Customer at ScanHealth's hourly rates, as posted on the myHealthEMS™ portal.
- 4.5 **Consulting.** ScanHealth provides Consulting services to customers requiring support over and above standard Application Support. Consulting is defined as customer assistance that requires specific knowledge of the Customer's data set, research goals, and operational objectives. Consulting services are available both onsite and online. Consulting services will be provided to the Customer at ScanHealth's regular hourly rates, as posted on myHealthEMS™. Upon Customer's request, ScanHealth shall schedule consulting services at its earliest convenience.
- 4.6 **Educational Resources.** ScanHealth provides numerous Educational Resources for Customers which should be used before contacting the Call Center for Application Support. These include user guide(s), training videos, Frequently Asked Questions and important industry links to other websites.
- 4.7 **Invoicing.** Customer shall reimburse ScanHealth for any reasonable out of pocket expenses including travel to and from the Customer site, lodging, meals, telephone, and shipping, as may be necessary in connection with duties performed under this Agreement by ScanHealth. No travel expenses shall be reimbursed except for travel at Customer's request. ScanHealth shall invoice Customer for such additional services and out of pocket expenses. Payment shall be due within thirty (30) days from the date of invoice.

5. DATA CENTER SERVICES.

- 5.1 **System Maintenance.** ScanHealth will provide software upgrades and enhancements at the same time as generally available to other licensees. ScanHealth is responsible for installing upgrades and enhancements for Customer's use at no charge to Customer. Backups of hosted applications and data are performed on a weekly (full) and nightly (incremental) basis. Backups will be scheduled at times so as to provide minimal impact to Customer's business activity. Customer will not have access to the System while backups are being performed, or during other times of scheduled maintenance.
- 5.2 **System Access Level.** ScanHealth is not responsible for loss of access to the Data Center for reasons that are beyond ScanHealth's reasonable control. With the exception for loss of access that is beyond ScanHealth's reasonable control, ScanHealth shall maintain a level of access to the Data Center (excluding periods of scheduled maintenance, emergency maintenance and scheduled application upgrades) of 99.5% Access Availability ("Access Availability"). Access Availability is defined as 1-((Total System Access Unavailable minutes per month between the hours of 6:00AM - 10:00PM Central Time) / (16 hours x 60 minutes x 30 days per month)). System Access Unavailable ("System Access Unavailable") is defined as the reported unscheduled inability of all subscribed users of Customer to access the Data Center and verification that the problem is within the Data Center. Total System Access Unavailable minutes are calculated by adding the period of time beginning when the Customer reports System Access Unavailable to ScanHealth's application support and ending when ScanHealth's application support corrects the unavailable status and closes the incident with the Customer. If the Customer does not initiate an

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Revised 06/19/05

application support call or release the System for ScanHealth maintenance, ScanHealth will not be obligated to issue a System Access Unavailable Credit ("System Access Unavailable Credit") for the System Access Unavailability. ScanHealth will apply a System Access Unavailable Credit to the next Customer invoice in the event that the stated Access Availability commitment was not met. This occurs on a prorated basis limited to the maximum of the total invoice charges based on the total billing period. System Access Unavailable Credits will not be given for events occurring during any period in which the Customer's account has an undisputed past due balance or the Customer is otherwise in breach of Agreement. The System Access Unavailable Credit will be calculated according to the following schedule:

88.5% - 100%	(0 - 7.2 hours/month)	covered under Agreement
97.0% - 98.49%	(7.2 - 14.4 hours/month)	(1) day credit
95.5% - 96.99%	(14.4 - 21.6 hours/month)	(2) days credit
94.0% - 95.49%	(21.6 - 28.8 hours/month)	(1) week credit
92.5% - 93.99%	(28.8 - 36 hours/month)	(2) weeks credit
0% - 92.5%	(over 36 hours/month)	(1) month credit

6. TERM AND TERMINATION.

- 6.1 Term Initiation.** This Agreement takes effect on the latest signature date below and continues through the conclusion of the Subscription Term or any subsequent Renewal Subscription Terms. The Subscription Term (the "Term") begins on the System Activation Date and ends at the conclusion of the period set forth in Schedule A or any subsequent Renewal Schedule A's. Subscription Fees commence on the System Activation Date and continue throughout the Term of this Agreement. Upon acceptance of this Agreement, ScanHealth will provide Customer with an access code to use the Licensed Software via ScanHealth's Data Center and the Internet.
- 6.2 Term Renewal.** This Agreement may be renewed upon such terms and for such period set forth in a new Schedule A (the "Renewal Schedule A") provided by ScanHealth and executed by Customer within sixty (60) days before the end of the then current Term. If Customer does not execute the Renewal Schedule A, this Agreement shall automatically terminate upon expiration of the then current Term.
- 6.3 Termination.** Either party may terminate the Agreement upon the other party's material breach of this Agreement. If within 30 days of receipt of written notification of breach (10 days in the case of non-payment), the breaching party has failed to cure its breach, ScanHealth may terminate Customer's access to the System immediately upon termination of the Agreement. In the event of early termination due to material breach by Customer, Customer shall be responsible for early termination fees per Section 6.4 of this Agreement.

Notwithstanding anything in this Section 6 or in this Agreement to the contrary, Customer may terminate this Agreement and Customer obligations hereunder during the initial Term or any subsequent renewal Term, without cause, for any reason, or for no reason, and in Customer's sole and absolute discretion by payment to ScanHealth of the early termination fee as set forth in Section 6.4. ScanHealth acknowledges and agrees that payment of such early termination fee shall be ScanHealth's sole remedy therefore. Customer must notify ScanHealth of its intention for this early termination by written notification at least 90 days before the desired termination date. Early Termination must occur on a monthly anniversary of the then current Term.

Notwithstanding any term or provision in this Agreement to the contrary, within 20 days of termination or expiration of this Agreement, ScanHealth will perform one XML export of Customer's data in agreed upon format, and provide it to the Customer at no charge.

- 6.4 Early Termination Fee.** Upon early termination for breach by Customer or for such other early termination as described in section 6.3. of this Agreement, ScanHealth reserves the right to charge Customer a pro-rated termination fee based on the percentage of the current Term utilized. The percentage will be applied to the remaining subscription fees for the current Term as selected by Customer on Schedule A. ScanHealth acknowledges and agrees the early termination fee will be ScanHealth's sole remedy therefore.

Example:	Current Term Length:	36 month
	Desired Early Termination Date:	end of month 30
	Percentage of Term Utilized:	83%
	Pro-Rated Termination Percentage:	17%
	Monthly Subscription Fee:	\$ 2,000 (Per Schedule A)
	Remaining Subscription Fees per current term:	\$12,000 (6 months @ \$2,000)
	Early Termination Fee:	\$ 2,040 (17% of \$12,000)

7. PROPRIETARY RIGHTS OF SCANHEALTH IN THE LICENSED SOFTWARE.

- 7.1 Nature of Rights and Title.** Customer acknowledges that the Licensed Software, scannable aPCR sheets, the Scanning Services, System documentation manuals and other proprietary materials supplied by ScanHealth to Customer are and shall remain the property of ScanHealth and nothing in this Agreement shall be construed as transferring any aspect of such rights to Customer or any third party. Any changes, additions, and enhancements in the form of new or partial programs or documentation as may be provided under this Agreement shall remain the proprietary property of ScanHealth. Customer agrees with ScanHealth that the Licensed Software, documentation and all other proprietary information or data supplied by ScanHealth are trade secrets of ScanHealth, are protected by civil and criminal law, and by the law of copyright, are very valuable to ScanHealth, and that their use and disclosure must be carefully and continuously controlled. Customer further understands that operator manuals, training aids and other written materials regarding the System are subject to the Copyright Act of the United States. Customer shall keep each and every item to which ScanHealth retains title free and clear of all claims, liens and encumbrances except those of ScanHealth and any act of Customer, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such an item shall be void.
- 7.2 Unauthorized Acts.** Customer agrees to notify ScanHealth promptly of the unauthorized possession, use, or knowledge of any item supplied under this license and of other information made available to Customer under this Agreement, by any person or organization not authorized by this Agreement to have such possession, use or knowledge. Customer will promptly furnish full details of such possession, use or knowledge to ScanHealth, will assist in preventing the continuation or recurrence of such possession, use or knowledge, and will cooperate with ScanHealth in any litigation against third parties deemed necessary by ScanHealth to protect its proprietary rights. Customer's compliance with this subparagraph shall not be construed in any way as a waiver of ScanHealth's right, if any, to recover damages or obtain other relief against Customer for its negligent or intentional harm to ScanHealth's proprietary rights, or for breach of contractual rights.
- 7.3 Remedies.** If Customer attempts to use, copy, license, sub-license or otherwise transfer the Licensed Software or access to the System supplied by ScanHealth under this Agreement, in a manner contrary to the terms of this Agreement or in competition with ScanHealth or in derogation of ScanHealth's proprietary rights, whether these rights are explicitly stated, determined by law, or otherwise, ScanHealth shall have the right to injunctive relief enjoining such action, in addition to any other remedies available. Customer acknowledges that other remedies are inadequate.
- 7.4 Infringement Indemnification.** ScanHealth shall indemnify, defend and hold harmless Customer from and against any and all loss, cost, damage or liability, including reasonable attorneys' fees and expenses, arising out of or relating to any claim or cause of action for patent, copyright, and/or other intellectual property infringement ("Infringement Claim") asserted against Customer by virtue of the System, Software or Documentation or Customer's use or possession of the System, Software or Documentation pursuant to this Agreement. ScanHealth shall defend and settle at its sole expense all suits and proceedings arising out of the foregoing, provided that Customer gives ScanHealth prompt notice of any such Infringement Claim of which it learns, in all events, Customer shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing. In the event any Infringement Claim is asserted by a third party with respect to the System or Customer's use thereof, then and in that event, Customer may terminate its use of the System and/or this Agreement without payment of any early termination fee.

8. CONFIDENTIALITY.

- 8.1 Confidential Information.** The parties agree that any Confidential Information provided under this Agreement shall be held and maintained in strict confidence. Each party agrees to protect the Confidential Information of the other party in a manner consistent with the protections used to protect its own

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Confidential information, including, without limitation, informing its employees of its obligations under this Agreement and taking such steps as are reasonable in the circumstances, or as reasonably requested by the other party, to prevent any unauthorized disclosure, copying or use of Confidential Information. "Confidential Information" means any proprietary material that the disclosing party designates as confidential. "Confidential Information" shall also include, without limitation, all information in any form which relates to the business, expertise and/or operations of the disclosing party, including without limitation, information in any form generally understood to be trade secret, proprietary or confidential and/or that is related to products and services, commercial and financial information, system functionality charts and descriptions, program code logic, trade secret information, and information about health care providers, customers and/or business partners. "Confidential Information" shall also include Protected Health Information as defined in Section 12 below. ScanHealth will not use "Confidential Information" except as expressly provided in this Agreement. "Confidential Information" does not include information that (i) is already known to the receiving party at the time it is disclosed and has not been obtained wrongfully, (ii) becomes publicly known without the fault of the receiving party, (iii) is independently developed by the receiving party, (iv) is approved for release in writing by the disclosing party, (v) is disclosed without restriction by the disclosing party to a third party, or (vi) is disclosed pursuant to legal obligation beyond the control of the receiving party.

- 8.2 Unauthorized Disclosure.** The recipient of any Confidential Information shall, upon discovery of any unauthorized use or disclosure of such Confidential Information by recipient, or any other breach of these confidentiality obligations by the recipient, fully cooperate with the disclosing party to assist the disclosing party regain possession of the Confidential Information and prevent the further unauthorized use or disclosure of the Confidential Information.
- 8.3 Remedies.** The parties acknowledge and agree that in the event of a breach of this Section B, the non-breaching party will suffer irreparable injuries not compensable by money damages alone and therefore the non-breaching party will not have an adequate remedy at law. The non-breaching party shall be entitled to injunctive relief without the necessity of posting any bond or undertaking to prevent any further breach. Such remedy shall be in addition to any other remedy the non-breaching party may have.

9. LIMITED WARRANTY.

- 9.1 Software.** For duration of this Agreement (the "Warranty Period"), ScanHealth will check out, document and deliver any amendments or alterations to the Licensed Software that may be required to correct errors which significantly affect performance. This warranty is contingent upon Customer advising ScanHealth in writing of such errors. ScanHealth shall not be responsible for maintaining Customer-modified portions of the Licensed Software. Corrections for difficulties or defects traceable to Customer errors or System changes will be billed at standard ScanHealth's time and materials rates.

THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS THE ONLY WARRANTY MADE BY SCANHEALTH. SCANHEALTH EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SCANHEALTH DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS IN THE LICENSED SOFTWARE WILL BE CORRECTED. SCANHEALTH'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF SCANHEALTH FOR THE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE OR PERFORMANCE OF THE SYSTEM.

10. LIMITATION OF LIABILITY.

A party's liability for any actions, claims or damages arising out of or resulting from this Agreement or the System is limited to the amounts paid by Customer in the 12-month period preceding the damages. In no event will either party be liable for any special or consequential damages. Notwithstanding the foregoing, and notwithstanding any other provision of this Agreement to the contrary, no limitation of liability or limitation of warranty or disclaimer shall be applicable to ScanHealth's breach of its obligations under Section 7.4, Infringement Indemnification, or to a party's breach of its obligations under Section 8 and/or Section 12, it being the intent of the respective parties that the breaching party remain fully liable therefore.

11. DATA

- 11.1 Customer grants ScanHealth a royalty-free license to compile, analyze, use and distribute de-identified aggregated data derived from information and data obtained through Customer's use of the System during the Term. ScanHealth represents and warrants that it will only employ methods to de-identify the data that do not involve actual disclosure of Protected Health Information to ScanHealth.
- 11.2 Customer's data will be backed up not less than that identified in Section 5.1. ScanHealth will maintain a copy of at least one full backup copy until after the next [daily/weekly] backup is performed. Backup will be maintained on a rolling basis and ScanHealth will not be responsible for archiving more than the most recent full [day's/week's] backup. ScanHealth will take commercially reasonable steps to maintain data integrity in any backup, but ScanHealth is not responsible for loss of data or data integrity so long as ScanHealth has performed the backup in a commercially reasonable manner.

12. HIPAA

Pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and its implementing regulation, the HIPAA Privacy Regulations, including, but not limited to, 45 C.F.R. Parts 160 and 164, Subpart A and Subpart E (hereinafter the "Privacy Rule"), and HIPAA Security Regulations, including but not limited to, 45 C.F.R. Parts 160 and 164, Subpart A and Subpart C (hereinafter the "Security Rule"), all business associates of entities such as Customer must agree in writing to certain mandatory provisions regarding the use and disclosure of certain Individually Identifiable Health Information. In order to satisfy the requirements of the Privacy Rule effective upon the applicable compliance date set forth in 45 C.F.R., § 164.534 (the "Compliance Date"), and in order to satisfy the electronic storage requirements of the Security Rule as set forth in 45 C.F.R., § 164.318, the Parties agree as follows effective as of the Compliance Date:

- 12.1 ScanHealth acknowledges and agrees that in the course of performance of ScanHealth's obligations under this Agreement, ScanHealth might be given or obtain access to information which contains Protected Health Information. For purposes of this Agreement "Protected Health Information" (or "PHI") has the same meaning as set forth in 45 C.F.R. § 164.501, which generally includes any information, including demographic information, collected from an individual that has been received or created by Customer and related to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual, and identifies the individual or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual. Furthermore, for purposes of this Agreement, "Protected Health Information" or "PHI" will be limited to information created or received by ScanHealth from or on behalf of Customer. For purposes of this Agreement, "individual" means the person who is the subject of the PHI.
- 12.2 ScanHealth agrees to comply with applicable requirements of state and federal law relating to PHI. ScanHealth further agrees to reasonably cooperate with Customer in Customer's compliance with the Privacy Rule and the Security Rule.
- 12.3 ScanHealth will not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
- 12.4 ScanHealth will not use or further disclose PHI in a manner that would violate the requirements of the Privacy Rule or the Security Rule, if done by Customer.
- 12.5 ScanHealth will use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. ScanHealth agrees to use appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of any electronic PHI in accordance with the Security rule and at all times after the compliance date of the HIPAA Security Regulations.
- 12.6 ScanHealth will report to Customer any use or disclosure of PHI not provided for by this Agreement of which ScanHealth becomes aware.
- 12.7 ScanHealth will ensure that any agent, including a subcontractor, to whom ScanHealth provides PHI received from, or created or received by ScanHealth on behalf of, Customer agrees to the same restrictions and conditions that apply to ScanHealth with respect to such information.

- 12.8 ScanHealth will, at the request of Customer, make available Protected Health Information maintained by ScanHealth in a Designated Record Set (as defined in 45 C.F.R. § 164.501) to Customer in order for Customer to meet the requirements under 45 C.F.R. § 164.524.
- 12.9 ScanHealth will, at the request of Customer, make available for amendment, and allow Customer to incorporate any amendment(s) in, any Protected Health Information in a Designated Record Set maintained by ScanHealth, which the Customer directs or agrees to pursuant to 45 C.F.R. § 164.526.
- 12.10 ScanHealth agrees to make ScanHealth's internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by ScanHealth on behalf of, Customer available to the Secretary of the United States Department of Health & Human Services for purposes of determining Customer's compliance with the Privacy Rule and the Security Rule. ScanHealth shall notify Customer upon receipt by ScanHealth of any such request.
- 12.11 To the extent ScanHealth discloses PHI and such disclosure would be subject to an accounting under 45 C.F.R. § 164.528, ScanHealth will document such disclosures of PHI and related information as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.526. ScanHealth will provide to Customer, at Customer's request, such information so as to permit Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 12.12 Except as otherwise limited in this Agreement, ScanHealth may use PHI for the proper management and administration of ScanHealth or to carry out the legal responsibilities of ScanHealth. Except as otherwise limited in this Agreement, ScanHealth may disclose PHI for the proper management and administration of ScanHealth, provided that disclosures are required by law, or ScanHealth obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies ScanHealth of any instances of which it is aware in which the confidentiality of the information has been breached.
- 12.13 Upon termination of this Agreement for any reason, if feasible, ScanHealth will return or destroy all Protected Health Information received from Customer, or created or received by ScanHealth on behalf of Customer. In the event that ScanHealth determines that returning or destroying the Protected Health Information is infeasible, ScanHealth will extend the protections of this Section 12 to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as ScanHealth maintains such Protected Health Information.
- 12.14 Customer will provide ScanHealth with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect ScanHealth's permitted or required uses or disclosures.
- 12.15 Customer will notify ScanHealth of any restrictions to the use or disclosure of PHI that Customer has agreed to in accordance with 45 C.F.R. § 164.522, to the extent such restrictions affect ScanHealth's permitted or required uses or disclosures.
- 12.16 ScanHealth will develop and maintain such policies and procedures which ScanHealth, in its sole discretion, determines to be necessary for the performance of its obligations under this Agreement. ScanHealth will train its employees in and enforce such policies and procedures as it deems appropriate. ScanHealth agrees to provide a copy of such policies and procedures as may relate to the services under this Agreement, to Customer from time to time upon request.

13. GENERAL.

- 13.1 **No Assignment.** This Agreement is not assignable without the prior written consent of ScanHealth which shall not be unreasonably withheld. Any attempt by Customer to assign any of the rights, duties or obligations of this Agreement without such consent is void. After and upon approved assignment, this Agreement shall bind and inure to the benefit of the parties and their respective successors, and assigns, transferees, and legal representatives.
- 13.2 **Amendment.** This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of Customer and of ScanHealth, and variance from the terms and

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conditions of this Agreement in any order or other written notification from the Customer will be of no effect.

- 13.3 **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 13.4 **Governing Law and Venue.** This Agreement will be governed by the laws of the State of Minnesota and any action must be brought in the United States District Court for the District of Minnesota or the State of Minnesota District Court in Hennepin County, Minnesota.
- 13.5 **Schedules.** All schedules are attached hereto and incorporated by reference herein.
- 13.6 **Entire Agreement.** Customer acknowledges that its undersigned representative has read this Agreement, understands it, and agrees on behalf of Customer to be bound by its terms and conditions. Further Customer agrees that this Agreement constitutes the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

This Agreement is executed by:

Advanced Data Processing, Inc.
COMPANY

ScanHealth, Inc.

BY:

Doug Shannon
Name (Print)
[Signature]
Signature Date
President
Title

BY:

Tim Hakamaki
Name (Print)
[Signature] 7/11/05
Signature Date
VP EMS
Title

Address 1

Address 2

City

State

Zip



SUBSCRIPTION AGREEMENT Addendum 1

Whereas ScanHealth, Inc. ("ScanHealth") and ADPI ("Customer") desire to modify the HealthEMS™ SUBSCRIPTION AGREEMENT (the "Agreement"), this Addendum ("Addendum 1") identifies that the parties agree that the Agreement is modified as follows:

2.2 Fees. Section 2.2 to be modified as follows:

2.2.1 Activation Fee. To be replaced with:

A one-time Activation Fee of \$_____ will be assessed per Provider and included in Customer's monthly invoice corresponding with the Activation Date.

2.2.2 Initial Payment. Deleted

2.2.3 Monthly Subscription Fees. Replaced with:

Schedule A will be replaced with the volume pricing model below to determine the monthly subscription fees. In consideration for a \$_____ deposit, ScanHealth will provide Customer with the annualized run volume price/run as per schedule identified below. The contracted annualized run volume will be determined by multiplying the contracted monthly run volume by 12.

The _____ deposit will be credited to Customer if the Customer's actual contracted annualized run volume combined for Methods 1 and 2 reaches _____ within 18 months from the Activation Date defined in Schedule B. For purposes of determining when this goal is achieved, a _____ tolerance will be provided, resulting in an annualized target of _____ runs. Should Customer contract for any less than _____ annualized runs within _____ months from the Activation Date the deposit will be forfeited. If the contracted annualized run goal is achieved within the _____ month time frame, the _____ deposit will be applied to future Customer invoices.

ScanHealth will create an "ADPI Site Activation" schedule as Customer adds sites. Customer will notify ScanHealth of the addition of a new site via email. A separate Schedule B will be executed with the activation of each new site. As new sites are added, ScanHealth will invoice a pro-rated monthly subscription fee based on the individual site's activation date. The rate for the new site will reflect Customer's new cumulative volume; no retroactive adjustments will be made to existing sites. Effective the first full month of services related to new site, the rate per run will be invoiced at the new cumulative volume.

The ADPI Site Activation schedule will also be used to designate which sites are using the HealthEMS™ ePCR and which are inputting the data with other methods (i.e. direct data entry, XML import etc...). The pricing for each Method is listed below. Subscription Fees include: Data Center Services, application licensing, system maintenance and application support, system upgrades, scheduled training at

ScanHealth's corporate training center and the quantity of scannable ePCR sheets as set forth in the ADPI Site Activation schedule.

ScanHealth HealthEMS™ Volume Pricing Model

Annualized Run Volume	Price/Run		
	Method 1	Method 2	Method 3
	Base	w/o ePCR	Impact of Billing Data

2.2.5 ePCR Shipment. To be supplemented as follows:

ScanHealth will ship the ePCRs directly to sites identified in the ADPI Site Activation schedule.

2.2.8 Existing ScanHealth Customers, New section:

Should Customer contract to provide its services to existing ScanHealth HealthEMS™ customers and desire to resell the System as a part of its integrated solution, Customer will contract with ScanHealth at its standard Schedule A pricing for those customers and the run volume will not contribute to Customer's annualized run volume for the purposes of the volume pricing model.

6.4 Early Termination Fee. Deleted – there will be no early termination fee

This Addendum 1 is executed by:

Advanced Data Processing, Inc.
COMPANY

ScanHealth, Inc.

BY:

Doug Shaman
Name (Print)

BY:

Tim Hakamaki
Name (Print)

[Signature] 7/12/05
Signature Date

[Signature] 7/11/05
Signature Date

President
Title

VP Ops
Title

Address 1

11 East Superior Street
Suite 310
Duluth, MN 55802

Address 2

City

State

Zip



Schedule B

HealthEMS™ ACTIVATION DATE AGREEMENT

Whereas ScanHealth, Inc. ("ScanHealth") and ADPE (the "Customer") agree to identify an Activation Date, the parties hereby agree to the Activation Date as identified below.

The Activation Date is defined as the date at which time ScanHealth and Customer agree that Customer will be allowed access to the system to allow for Customer set-up of the Licensed Software via the Data Center or 90 days from Customer's signature of Agreement, whichever comes first.

The Activation Date represents the first day of the Subscription Term; once a mutually agreeable System Activation Date has been set, ScanHealth will begin invoicing for the Customer's Monthly Subscription Fees as set forth in Schedule A and Section 2.2.3 of the HealthEMS™ Subscription Agreement.

This Schedule B is executed by:

Advanced Data Processing, Inc.
COMPANY

ScanHealth, Inc.

BY:

BY:

Doug Shaman
Name (Print)
[Signature]
Signature 7/12/05
Date
President
Title

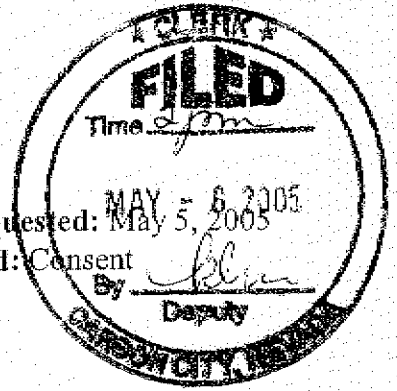
Tim Hakomaki
Name (Print)
[Signature]
Signature 7/14/05
Date
VP EMS
Title

Address 1
Address 2
City State Zip

11 East Superior Street
Suite 310
Duluth, MN 55802
To Be Completed By ScanHealth

8/15/05
ACTIVATION DATE:
(Date on which the initial subscription term begins)

City of Carson City
Agenda Report



Date Submitted: April 26, 2005

Agenda Date Requested: May 5, 2005

Time Requested: Consent

By *[Signature]*
Deputy

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to approve the award of Contract No. 0405-076 Ambulance Billing Services to Advanced Data Processing, Inc. as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 332 to provide ambulance billing services at a rate of 4.95% of collections through June 30, 2007 with the option to renew for five (5) additional one (1) year periods subject to negotiation

Staff Summary: The Carson City Fire Department desires to minimize its direct involvement with ambulance billing, while maintaining the highest level of customer service and maximizing collections.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve the award of Contract No. 0405-076 Ambulance Billing Services to Advanced Data Processing, Inc. as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 332 to provide ambulance billing services at a rate of 4.95% of collections through June 30, 2007 with the option to renew for five (5) additional one (1) year periods subject to negotiation

Explanation for Recommended Board Action: Four (4) **NOTICE TO BIDDERS** were mailed on February 17, 2005 and the **NOTICE TO BIDDERS** was published in the Nevada Appeal on February 23, 2005.

The bids were opened at approximately 2:30 p.m. on April 6, 2005 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Stacey Giomi, Fire Chief; Vince Pirozzi, Battalion Chief/ EMS; Lila Cummins, Management Assistant II; and Cheryl Adams, Purchasing & Contracts Manager.

Proposals were received from four (4) bidders: Advanced Data Processing, Inc., 500 NW 165th Street, Suite 102, Miami, FL 33169 305-459-0658 FAX #305-521-0786; TC Billing and Services Corp. dba Billing Associates, 5811 Foster Avenue, Brooklyn, NY 11234 800-794-7936 FAX

#718-504-7583; United Medicorp, Inc., PO Box 2397, Pampa, TX 79066 806-669-9223 FAX #806-665-0135; and Wittman Enterprises, LLC, 21 Blue Sky Court, Sacramento, CA 95628 800-772-6552 FAX #916-381-5047. Please refer to the **BID TABULATION** for specifics.

Proposals were reviewed for price; conformance to the specifications; qualifications; and past performance. The Review Team (Stacey Giomi, Vince Pirozzi, and Lila Cummins) conducted interviews on April 13th with the following vendors: Wittman Enterprises, LLC; Advanced Data Processing, Inc.; and TC Billing and Services Corp. dba Billing Associates and recommends award to Advanced Data Processing, Inc. as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 332.

Applicable Statue, Code, Policy, Rule or Regulation: N.R.S. Chapter 332 Purchasing: Local Governments.

Fiscal Impact: 4.95% of net amount collected

Explanation of Impact: 4.95% of net amount collected

Funding Source: 4.95% of net amount collected

Alternatives: Award contract to the higher bidder or do not award contract.

Supporting Material: Bid Tabulation Report, Contract for Services of Independent Contract #0405-076, Memo from V. G. Pirozzi III, Letters from Advanced Data Processing, Inc., and Bid Response from Advanced Data Processing, Inc.

Prepared By: Cheryl Adams, Purchasing & Contracts Manager

Reviewed By:

Stacey Giomi
(Fire Department)

Date:

4-26-05

[Signature]
(City Manager)

Date:

4-26-05

Shana M. Dehl
(District Attorney)

Date:

4/26/2005

[Signature]
(Finance Director)

Date:

4/26/05

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

BID TABULATION REPORT FROM CARSON CITY PURCHASING & CONTRACTS

775-887-2027 extension 1100

REQUEST FOR BID No. 0405-076 Ambulance Billing Services

DATE OF OPENING: April 6, 2005

TIME OF OPENING: 2:30 p.m.

ATTENDEES: Cheryl Adams, Purchasing & Contracts Manager; Stacey Giomi, Fire Chief; Vince Pirozzi, Battalion Chief/EMS; and Lila Cummins, Management Assistant II

Description	Advanced Data Processing, Inc. Don Passaro FAX #305-521-0777	TC Billing and Services Corp. dba Billing Associates Amit Malik FAX #718-504-7583	United Medicorp, Inc. Clint D. Owen FAX#972-926-4870	Wittman Enterprises, LLC Dona Wittman FAX #916-381-5047
Bidder submitted 1 original BID RESPONSE <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
Bidder submitted 5 copies of BID RESPONSE <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
49 Bidder Information provided <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
50 Business License information provided <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
51 Disclosure of Principals provided <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes

Description	Advanced Data Processing, Inc. Don Passaro FAX #305-521-0777	TC Billing and Services Corp. dba Billing Associates Amit Malik FAX #718-504-7583	United Medicorp, Inc. Clint D. Owen FAX#972-926-4870	Wittman Enterprises, LLC Dona Wittman FAX #916-381-5047
52 Bidder has read the SPECIFICATIONS and certifies that the product(s) and/or service(s) proposed meets or exceeds the requirements of this REQUEST FOR BID? <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
53 Bidder agrees to enter into a <i>Contract for Services of Independent Contractor</i> (Attachment "A" - Sample Contract) with Carson City for two (2) years from date of award by the Board of Supervisors. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
53.1 Bidder agrees that Carson City shall have the right to renew the Contract, for five (5) additional years, subject to negotiation. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
53.2 Bidder guarantees the pricing for a period of two (2) years from the date of award. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes

Description	Advanced Data Processing, Inc. Don Passaro FAX #305-521-0777	TC Billing and Services Corp. dba Billing Associates Amit Malik FAX #718-504-7583	United Medicorp, Inc. Clint D. Owen FAX#972-926-4870	Wittman Enterprises, LLC Dona Wittman FAX #916-381-5047
54 Bidder agrees that all prices shall be F.O.B. Carson City . No additional charges for freight, packaging, handling, insurance, etc., shall be allowed. Bidder shall be responsible for all shipping charges for items returned due to error and/or unacceptable condition. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	yes	yes	yes	yes
55 Bidder agrees that should he fail to deliver the product(s) and/or perform the service(s) bid in accordance with this REQUEST FOR BID , the City may declare the Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	yes	yes	yes	yes

Description	Advanced Data Processing, Inc. Don Passaro FAX #305-521-0777	TC Billing and Services Corp. dba Billing Associates Amit Malik FAX #718-504-7583	United Medicorp, Inc. Clint D. Owen FAX#972-926-4870	Wittman Enterprises, LLC Dona Wittman FAX #916-381-5047
56 Bidder agrees that in the event of default by the Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure the product(s) and/or service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies. <input type="checkbox"/> No	yes	yes	yes	yes
57 Bidder agrees that if necessity requires the use of materials or supplies not conforming to the SPECIFICATIONS , they may be accepted and payment shall be made at a proper adjustment in price. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes

Description	Advanced Data Processing, Inc. Don Passaro FAX #305-521-0777	TC Billing and Services Corp. dba Billing Associates Amit Malik FAX #718-504-7583	United Medicorp, Inc. Clint D. Owen FAX#972-926-4870	Wittman Enterprises, LLC Dona Wittman FAX #916-381-5047
58 Bidder has read and agrees to abide by the TERMS AND CONDITIONS of this REQUEST FOR BID . <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
59 Bidder agrees to provide a certificate of general liability insurance containing limits of not less than One Million Dollars (\$1,000,000) naming Carson City as an additional insured and certificate holder within ten (10) days of award by the Board of Supervisors. Certificate shall be furnished to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes

Description	Advanced Data Processing, Inc. Don Passaro FAX #305-521-0777	TC Billing and Services Corp. dba Billing Associates Amit Malik FAX #718-504-7583	United Medicorp, Inc. Clint D. Owen FAX#972-926-4870	Wittman Enterprises, LLC Dona Wittman FAX #916-381-5047
60 Bidder agrees to provide a certificate of professional liability insurance containing limits of not less than One Million Dollars (\$1,000,000) listing Carson City as a certificate holder within ten (10) days of award by the Board of Supervisors. Certificate shall be furnished to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
61 Bidder agree to provide a certificate of workers' compensation insurance listing Carson City as a certificate holder within ten (10) days of award by the Board of Supervisors. Certificate shall be furnished to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
62 CASH DISCOUNT of _____ % may be taken in addition to the price(s) stated for the terms of _____ days.	0.0% n/a days	0% n/a days	0% 0 days	0%

Description	Advanced Data Processing, Inc. Don Passaro FAX #305-521-0777	TC Billing and Services Corp. dba Billing Associates Amit Malik FAX #718-504-7583	United Medicorp, Inc. Clint D. Owen FAX#972-926-4870	Wittman Enterprises, LLC Dona Wittman FAX #916-381-5047
63 Sealed Bid Inventory				
63.1 Table of Contents (Tab 1) <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
63.2 Executive Summary (Tab 2) <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
63.3 Bid Response (Tab 3) <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
63.4 Scope of Services Anticipated (Tab 4) <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
63.5 Financial Proposal (Tab 5) <input type="checkbox"/> Yes <input type="checkbox"/> No	yes - *	yes - **	yes - ***	yes - ****
63.6 History of Firm (Tab 6) <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
63.7 References (Tab 7) <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
63.8 Response to questions (Tab 8) <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
63.9 Financial Information (Tab 9) <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
63.10 Exhibits (Tab 10) <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
64 BID RESPONSE signed & notarized <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes
65 Exceptions taken <input type="checkbox"/> Yes <input type="checkbox"/> No	none	left blank	none	none

Description	Advanced Data Processing, Inc. Don Passaro FAX #305-521-0777	TC Billing and Services Corp. dba Billing Associates Amit Malik FAX #718-504-7583	United Medicorp, Inc. Clint D. Owen FAX#972-926-4870	Wittman Enterprises, LLC Dona Wittman FAX #916-381-5047
Bidder initialed & dated each page of BID RESPONSE <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes	yes	yes

*** End Of Document ***

***Advanced Data Processing, Inc. - Financial Proposal**

Our fee for these services is 4.95% of collections, plus 75¢ for each mailing of privacy notices (optional).

Our fee will remain constant throughout the contract period and will only be revised to the extend US postage rates change the cost of postage.

****TC Billing and Services Corp. dba Billing Associates - Financial Proposal**

Billing Associates expected method of compensation for providing billing and collection services to Carson City is a percentage of net collections.

Billing Associates' proposed fee is 6% of collections less refunds.

*****United Medicorp, Inc. - Financial Proposal**

UMC will deliver the services outlined in this Proposal to Carson City ("Provider") upon completion of mutually agreeable contract language that incorporates the following fees:

A. Fee Schedule

- UMC will charge a contingency fee of 9% for the billing and collection of claims.
- UMC will charge a contingency fee of 12% for the self pay early stage collections
- UMC will charge a contingency fee of 25% for the Bad Debt Collection Services.

B. Start-up/Initiation Fees

\$0 - There are NO Start-Up Fees. PROVIDER Will Pay Based Only On What UMC Collects.

*****Wittman Enterprises, LLC - Financial Proposal

Wittman Enterprises, LLC appreciates all of the information provided during this RFB process. The numbers provided have been most helpful in determining a fair price. By providing the participants in this process with your payer mix, average trip cost and numbers of runs in all categories, we have a clear picture of what our costs will be to perform excellent billing services for the City.

Since you have such a high percentage of your patients with the Medicare Payer, Wittman Enterprises, LLC is in a unique position. As stated earlier in our response, we discussed how we keep our clients informed as to how the Fee Schedule changes will affect each of them. We have applied our knowledge to your numbers and see a slight decrease in percentage of Medicare dollars in 2006, but a steady rise in allowed amounts through 2013 up to 54% of billed dollars. This increase, along with our diligent efforts on behalf on the City will improve your collection rate significantly.

Wittman Enterprises, LLC sees no reason to muddy up the bid process with "if, then" statements regarding how much we will charge based on how much we collect. We will collect the maximum legal amount possible by applying all of our resources to all sources of payment. We believe we have arrived at a fair fee to accomplish that end.

Wittman Enterprises, LLC is pleased to provide all services described in this response for a fee of 6% of net collections or \$21 per trip. There are no additional costs or hidden start up fees required. If the City chooses the percentage option, payment to us will be based solely on the net dollars collected monthly. If the City chooses the per trip fee, the charge will apply to all trips as that are presented.

We considered the possibility of the prompt payment discount as described in number 62 of the Purchasing and Contracts Bid Response, but decided that since these services are ongoing, inflating the price just to take advantage of an early payment discount was not in the best interest of the City. We are confident that the City's normal payment process will be satisfactory.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0405-076

THIS CONTRACT, made and entered into this 5th day of May, 2005, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and ADPI West, Inc., 7750 Pardee Lane, Suite 201, Oakland, CA 94621 510-769-9648 FAX #510-904-5719 hereinafter referred to as the "**INDEPENDENT CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing & Contracts Director for the City and County of Carson City is authorized, pursuant to Nevada Revised Statute Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept the Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **INDEPENDENT CONTRACTOR** for **CONTRACT No. 0405-076 Ambulance Billing Services** are both necessary and in the best interests of the **CITY**.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

ARTICLE 1

1 CONTRACT TERM:

- 1.1 This Contract shall be effective until June 30, 2007, unless sooner terminated by either party as specified in **Article 6 Contract Termination**.

ARTICLE 2

2 NOTICE:

- 2.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party.

For P&C Use Only

BL expires	_____
GL expires	_____
PL expires	_____
WC expires	_____

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 0405-076

2.2 All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

2.2.1 Notice to **INDEPENDENT CONTRACTOR** shall be addressed to:

Advanced Data Processing, Inc.
Don Passaro, Vice President - Western Operations
7750 Pardee Lane, Suite 201
Oakland, CA 94621-1424
510-769-9648 ext. 333 / FAX #510-904-5719
Dpassaro@emsclaims.com

2.2.2 Notice to **CITY** shall be addressed to:

Carson City Purchasing & Contracts
Cheryl Adams, Purchasing & Contracts Manager
201 North Carson Street Suite 11
Carson City, NV 89701
775-887-2027 extension 1100 / FAX 887-2107
cadams@ci.carson-city.nv.us

ARTICLE 3

3 SCOPE OF WORK:

3.1 The parties agree that the scope of work for the **INDEPENDENT CONTRACTOR** shall be as follows:

3.1.1 Receive all Patient Care Reports (PCRs) and any supporting documentation.

3.1.2 Verify receipt of each individual Patient Care Report (PCR) and send confirmation to the Carson City Fire Department.

3.1.3 Code each PCR for level of service, medications administered, appropriate ICD9-CM diagnosis codes, and procedures codes for billing.

3.1.4 Categorize each account by financial class and generate appropriate charges from an established, automated "master fee schedule".

3.1.5 Identify insurance eligibility for each claim.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0405-076

- 3.1.6 Transmit billing claims electronically or on electronic media to payers accepting electronic claim submission.
- 3.1.7 Submit "hardcopy claims" for each payer where an electronic claim cannot be submitted.
- 3.1.8 Produce and mail initial invoice to patients with no insurance information requesting insurance coverage information or payment in full.
- 3.1.9 Research accounts with inadequate billing information using our "multiple method" approach:
 - 3.1.9.1 Review patient historical database.
 - 3.1.9.2 Submit electronic eligibility requests to participating payers.
 - 3.1.9.3 Contact receiving hospital to get the needed information from admitting/registration records.
 - 3.1.9.4 Call patients or emergency contacts for information.
 - 3.1.9.5 Mail inquiry forms to patients to obtain medical coverage information.
 - 3.1.9.6 Perform skip-tracing searches when necessary to contact the patient.
- 3.1.10 Process all attorney liens, court subpoenas, and bankruptcy filing.
- 3.1.11 Produce and mail reminder letters and conduct phone audits on all open accounts according to pre-defined timetable.
- 3.1.12 Provide nationwide toll-free telephone lines in adequate numbers to accommodate billing inquiry calls.
 - 3.1.12.1 Handle all calls and correspondence in a timely, professional, and courteous manner.
- 3.1.13 Appeal all denied claims from Medicare, Medicaid, and Insurance Carriers.
 - 3.1.13.1 If further denial occurs, trained specialists will request a hearing to further dispute the denial, and "fight" for payment

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 0405-076

on qualified claims.

- 3.1.14 Perform performance audit on all accounts deemed delinquent before transferring to the **CITY** for either write-off or further action by a collection agency.
- 3.1.15 Process all receipts, correspondence, and reports daily.
 - 3.1.15.1 Provide revenue accounting to the Carson City Finance Department.
- 3.1.16 Post all payments and adjustments to accounts receivable daily.
- 3.1.17 Send "cross-over" and balance billings to responsible parties.
- 3.1.18 Process requests for refunds and reconciling receipts with the **CITY**.
- 3.1.19 Provide easy-to-read monthly, quarterly, and annual accounting statements to the City's Fire and/or Finance Department.
 - 3.1.19.1 Produce detailed and summary reports for Financial, Statistical, and CQI, customized to meet the individual requirements of the **CITY**.
- 3.1.20 Produce, in a timely manner, any special "on-request" reports, containing financial, statistical, and/or CQI information.
- 3.1.21 Meet with representatives of City's Fire and/or Finance Department in person to discuss the success of the project and future needs.
 - 3.1.21.1 Such meetings will occur on a routine schedule or upon request.
- 3.1.22 Make all books and records available to both internal and external auditors, upon request.
- 3.1.23 Handle all disputed claims from third-party payers and act as liaison for the Carson City Fire Department.
- 3.1.24 Monitor all billing and regulatory charges impacting ambulance reimbursement and adjust the system to ensure regulatory compliance and update the **CITY** of any such changes and an explanation of how it will affect the **CITY** and its patients.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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- 3.1.25 Abide by all **CITY** policies, standards, and security regarding the release of any data pertaining to **CITY** or its patients.
- 3.1.26 Provide continuous training for all in-house staff, including immediate updates of all changes in the healthcare industry that may have an impact on reimbursement and/or customer service.
- 3.1.27 Provide all necessary up-front and on-going training for administration staff and EMS personnel.
- 3.1.28 Apply applicable technology that will improve reimbursement and/or customer service.
- 3.1.29 Establish remote access for the **CITY**'s authorized employees to view patient accounts and records in **INDEPENDENT CONTRACTOR'S** system.
- 3.1.30 Establish a professional and effective relationship with all receiving hospitals.
- 3.1.31 Provide to the **CITY** all necessary resources and personnel for a complete and successful customer service that is immediately responsive to all requests while maximizing the **CITY**'s revenue.

ARTICLE 4

4 CONSIDERATION:

- 4.1 The parties agree that **INDEPENDENT CONTRACTOR** will provide the services specified in **Article 3 Scope of Work** at a cost of 4.95% of net collections.
- 4.2 The **CITY** does not agree to reimburse **INDEPENDENT CONTRACTOR** for expenses unless otherwise specified.

ARTICLE 5

5 INSPECTION & AUDIT:

5.1 Books and Records:

- 5.1.1 **INDEPENDENT CONTRACTOR** agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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records, contracts, books, and documents as are necessary to fully disclose to the CITY, State of Nevada, or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all city, state, and federal regulations and statues.

5.2 Inspection & Audit:

5.2.1 **INDEPENDENT CONTRACTOR** agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of **INDEPENDENT CONTRACTOR** or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of **INDEPENDENT CONTRACTOR** where such records may be found with or without notice by the CITY.

5.2.2 All subcontracts shall reflect requirements of this paragraph.

5.3 Period of Retention:

5.3.1 **INDEPENDENT CONTRACTOR** must retain all books, records, reports, and statements relevant to this Contract a minimum of three years.

5.3.2 The retention period runs from the date of payment for the relevant goods or services by the CITY, or from the date of termination of the Contract, whichever is later.

5.3.3 Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

ARTICLE 6

6 CONTRACT TERMINATION:

6.1 Termination Without Cause:

6.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

6.2 Termination for Nonappropriation:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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6.2.1 The continuation of this Contract beyond June 30, 2005 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors.

6.2.2 The **CITY** may terminate this Contract, and **INDEPENDENT CONTRACTOR** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

6.3 **Cause Termination for Default or Breach:**

6.3.1 A default or breach may be declared with or without termination.

6.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

6.3.2.1 If **INDEPENDENT CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **INDEPENDENT CONTRACTOR** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

6.3.2.3 If **INDEPENDENT CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

6.3.2.4 If the **CITY** materially breaches any material duty under this Contract and any such breach impairs **INDEPENDENT CONTRACTOR'S** ability to perform; or

6.3.2.5 If it is found by the **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **INDEPENDENT**

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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CONTRACTOR, or any agent or representative of **INDEPENDENT CONTRACTOR**, to any officer or employee of the State of Nevada or the **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Contract.

6.4 Time to Correct:

6.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Article 2 Notice**, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

6.5 Winding Up Affairs Upon Termination:

6.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

6.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract.

6.5.1.2 Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

6.5.1.3 **INDEPENDENT CONTRACTOR** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the **CITY**;

6.5.1.4 **INDEPENDENT CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the **CITY**;

6.5.1.5 **INDEPENDENT CONTRACTOR** shall promptly deliver into **CITY** possession all proprietary information in accordance with **Article 20 City Ownership of Proprietary Information**.

ARTICLE 7

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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7 REMEDIES:

- 7.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.
- 7.2 It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for **CITY**-employed attorneys and **INDEPENDENT CONTRACTOR**-employed attorneys.
- 7.3 The **CITY** may set off consideration against any unpaid obligation of the **INDEPENDENT CONTRACTOR** to the **CITY**.

ARTICLE 8

8 LIMITED LIABILITY:

- 8.1 The **CITY** will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases.
- 8.2 Contract liability of both parties shall not be subject to punitive damages.
- 8.3 Liquidated damages shall not apply unless otherwise specified in the incorporated attachments.
- 8.4 Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **INDEPENDENT CONTRACTOR**, for the fiscal year budget in existence at the time of the breach.
- 8.5 **INDEPENDENT CONTRACTOR'S** tort liability shall not be limited.

ARTICLE 9

9 FORCE MAJEURE:

- 9.1 Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms.
- 9.2 In such an event the intervening cause must not be through the fault of the party

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

ARTICLE 10

10 INDEMNIFICATION:

- 10.1 To the fullest extent permitted by law, **INDEPENDENT CONTRACTOR** shall indemnify, hold harmless and defend (at **CITY'S** option), not excluding the **CITY'S** right to participate, the **CITY** from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent, willful, or unlawful acts or omissions of **INDEPENDENT CONTRACTOR**, its officers, employees, agents, representatives, volunteers, and any others performing work for **INDEPENDENT CONTRACTOR**.
- 10.2 To the fullest extent permitted by law, **CITY** shall indemnify, hold harmless and defend, not excluding the **INDEPENDENT CONTRACTOR'S** right to participate, the **INDEPENDENT CONTRACTOR** from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent, willful, or unlawful acts or omissions of **CITY**, its officers, employees, agents, representatives, volunteers, and any others performing work for **CITY**.

ARTICLE 11

11 INDEPENDENT CONTRACTOR:

- 11.1 **INDEPENDENT CONTRACTOR** is associated with the **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract.
- 11.2 **INDEPENDENT CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.
- 11.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **INDEPENDENT CONTRACTOR** or any other party.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0405-076

- 11.4 **INDEPENDENT CONTRACTOR** and **CITY** intend and agree that **INDEPENDENT CONTRACTOR**, and any of its employees, shall not be considered as an employee for all purposes including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and any Nevada revenue and taxation laws, and that **INDEPENDENT CONTRACTOR** shall solely be responsible for the following for **INDEPENDENT CONTRACTOR** and its employees:
- 11.4.1 withholding of income taxes, FICA, FUTA or any other taxes or fees.
 - 11.4.2 workers compensation and employers liability coverage.
 - 11.4.3 health or other benefit plans.
 - 11.4.4 participation or contribution to any retirement plan.
 - 11.4.5 sick leave, vacation leave or any other type of leave.
 - 11.4.6 unemployment compensation coverage.
 - 11.4.7 wages or overtime compensation due its employees in rendering services pursuant to this contract.
- 11.5 **INDEPENDENT CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses, including, without limitation, reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law, arising or incurred because of, incident to, or otherwise with respect to Sections 11.4.1 through 11.4.7.
- 11.6 Neither **INDEPENDENT CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the **CITY**.
- 11.7 The **CITY** and **INDEPENDENT CONTRACTOR** shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.
- 11.8 It is specifically understood and agreed that
- 11.8.1 the **CITY** does not have the right to require control of when, where

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0405-076

and how the **INDEPENDENT CONTRACTOR** is to work;

- 11.8.2 the **CITY** will not be providing training to the **INDEPENDENT CONTRACTOR**;
- 11.8.3 the **CITY** will not be furnishing the **INDEPENDENT CONTRACTOR** with worker's space, equipment, tools, supplies or travel expenses;
- 11.8.4 none of the workers who assist the **INDEPENDENT CONTRACTOR** in performance of his/her duties are employees of the **CITY**;
- 11.8.5 the arrangement with the **INDEPENDENT CONTRACTOR** does not contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration);
- 11.8.6 the **CITY** will not incur any employment liability if the **INDEPENDENT CONTRACTOR** is terminated for failure to perform; and
- 11.8.7 the **INDEPENDENT CONTRACTOR** is not restricted from offering his/her services to the general public while engaged in this work relationship with the **CITY**.

ARTICLE 12

12 GENERAL LIABILITY INSURANCE:

12.1 Unless waived in writing by the **CITY**, the **INDEPENDENT CONTRACTOR** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Contract, to furnish and maintain throughout the term of the Contract at no cost to the **CITY**, such general liability and property damage insurance as shall protect him and any subcontractor performing work covered by the Contract from claims for, but not limited to, bodily injury, sickness, disease, death, or property damage arising or resulting from the **INDEPENDENT CONTRACTOR'S** performance, or by any subcontractor, person, firm or employee directly or indirectly employed by him.

12.1.1 Insurance shall contain limits of not less than One Million Dollars (\$1,000,000.00).

12.2 The City's Risk Management Department must be consulted prior to any waiver of insurance.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0405-076

- 12.3 The **INDEPENDENT CONTRACTOR** agrees that Carson City shall be listed as an additional insured on such insurance policy as is required in this Article 12, that such insurance shall be primary as respects Carson City and that any "other insurance" provision shall not apply to the additional insured.
- 12.4 Carson City Purchasing & Contracts shall be listed as a certificate holder.
- 12.5 The **INDEPENDENT CONTRACTOR** shall furnish to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701, a certificate of said insurance prior to commencing work.
- 12.6 In the event the **CITY** must pay any premium(s) on behalf of the **INDEPENDENT CONTRACTOR**, after the execution of this Contract, the **INDEPENDENT CONTRACTOR** shall reimburse the **CITY** for all such payment(s). Said payment(s) shall be deducted from any compensation due, or about to become due the **INDEPENDENT CONTRACTOR** by the **CITY**.

ARTICLE 13

13 PROFESSIONAL LIABILITY:

- 13.1 Unless waived in writing by the **CITY**, the **INDEPENDENT CONTRACTOR** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Contract, to furnish and maintain throughout the term of the Contract at no cost to the **CITY**, professional liability insurance as shall protect the **INDEPENDENT CONTRACTOR**, subcontractors, agents, and employees thereof for the performance of this Contract.
 - 13.1.1 Insurance shall contain limits of not less than One Million Dollars (\$1,000,000.00).
- 13.2 The City's Risk Management Department must be consulted prior to any waiver of insurance.
- 13.3 The **INDEPENDENT CONTRACTOR** agrees that Carson City Purchasing & Contracts shall be listed as a certificate holder.
- 13.4 The **INDEPENDENT CONTRACTOR** shall furnish to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701, a certificate of said insurance prior to commencing work.
- 13.5 In the event the **CITY** must pay any premium(s) on behalf of the **INDEPENDENT CONTRACTOR**, after the execution of this Contract, the **INDEPENDENT CONTRACTOR** shall reimburse the **CITY** for all such payment(s). Said payment(s) shall be deducted from any compensation due, or about to become

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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due the **INDEPENDENT CONTRACTOR** by the **CITY**.

ARTICLE 14

14 INDUSTRIAL INSURANCE:

- 14.1 Unless waived in writing by the **CITY**, the **INDEPENDENT CONTRACTOR** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Contract, to furnish and maintain throughout the term of the Contract at no cost to the **CITY**, worker's compensation insurance as required by the provisions of Chapters 616 and 617 of the NRS.
- 14.2 The City's Risk Management Department must be consulted prior to any waiver of insurance.
- 14.3 The **INDEPENDENT CONTRACTOR** agrees that Carson City Purchasing & Contracts shall be listed as a certificate holder.
- 14.4 The **INDEPENDENT CONTRACTOR** shall furnish to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701, a certificate of said insurance prior to commencing work.
- 14.5 In the event the **CITY** must pay any premium(s) on behalf of the **INDEPENDENT CONTRACTOR**, after the execution of this Contract, the **INDEPENDENT CONTRACTOR** shall reimburse the **CITY** for all such payment(s). Said payment(s) shall be deducted from any compensation due, or about to become due the **INDEPENDENT CONTRACTOR** by the **CITY**.

ARTICLE 15

15 BUSINESS LICENSE:

- 15.1 **INDEPENDENT CONTRACTOR** shall obtain a Carson City business license and provide a copy of same to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701 prior to commencing work.

ARTICLE 16

16 GOVERNMENT OBLIGATIONS:

- 16.1 **INDEPENDENT CONTRACTOR** shall be responsible for all applicable federal, state, and local government obligations.
- 16.2 **INDEPENDENT CONTRACTOR** will be responsible to pay all taxes,

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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assessments, fees, premiums, permits, and licenses required by law.

- 16.3 Real property and personal property taxes are the responsibility of **INDEPENDENT CONTRACTOR** in accordance with NRS 361.157 and 361.159.
- 16.4 **INDEPENDENT CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
- 16.5 The **CITY** may set-off against consideration due any delinquent government obligation.

ARTICLE 17

17 **WAIVER OF BREACH:**

- 17.1 Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

ARTICLE 18

18 **SEVERABILITY:**

- 18.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity; this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

ARTICLE 19

19 **ASSIGNMENT:**

- 19.1 **INDEPENDENT CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of the **CITY**.

ARTICLE 20

20 **CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

- 20.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, codes, and records (which are intended to be consideration under the Contract).

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0405-076

or any other documents or drawings, prepared or in the course of preparation by **INDEPENDENT CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the **CITY** and all such materials shall be delivered into **CITY** possession by **INDEPENDENT CONTRACTOR** upon completion, termination, or cancellation of this Contract.

- 20.2 **INDEPENDENT CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **INDEPENDENT CONTRACTOR'S** obligations under this Contract without the prior written consent of the **CITY**.
- 20.3 Notwithstanding the foregoing, the **CITY** shall have no proprietary interest in any materials licensed for use by the **CITY** that are subject to patent, trademark or copyright protection.

ARTICLE 21

21 PUBLIC RECORDS:

- 21.1 Pursuant to NRS 239.010, information or documents received from **INDEPENDENT CONTRACTOR** may be open to public inspection and copying.
- 21.2 The **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- 21.3 **INDEPENDENT CONTRACTOR** may clearly label individual documents as a "trade secret" or "confidential" provided that **INDEPENDENT CONTRACTOR** thereby agrees to indemnify and defend the **CITY** for honoring such a designation.
- 21.4 The failure to so label any document that is released by the **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
- 21.5 If a public records request for a labeled document is received by the **CITY**, the **CITY** will notify **INDEPENDENT CONTRACTOR** of the request and delay access to the material until seven (7) working days after notification to **INDEPENDENT CONTRACTOR**.
- 21.6 Within that time delay, it will be the duty of **INDEPENDENT CONTRACTOR** to act in protection of its labeled record. Failure to so act shall constitute a complete waiver.

ARTICLE 22

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0405-076

22 **CONFIDENTIALITY:**

22.1 **INDEPENDENT CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **INDEPENDENT CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

ARTICLE 23

23 **FEDERAL FUNDING:**

23.1 In the event federal funds are used for payment of all or part of this Contract:

23.1.1 **INDEPENDENT CONTRACTOR** certified, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

23.1.2 This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations.

23.1.3 This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

23.1.4 **INDEPENDENT CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

23.1.5 **INDEPENDENT CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0405-076

ARTICLE 24

24 GENERAL WARRANTY:

24.1 **INDEPENDENT CONTRACTOR** warrants that all deliverables and work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

ARTICLE 25

25 PROPER AUTHORITY:

25.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract.

ARTICLE 26

26 GOVERNING LAW; JURISDICTION:

26.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. **INDEPENDENT CONTRACTOR** consents to the jurisdiction of the Nevada district courts for enforcement of this Contract.

ARTICLE 27

27 ENTIRE CONTRACT AND MODIFICATION:

27.1 This Contract and its integrated attachment(s) constitutes the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof.

27.2 Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract.

27.3 Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0405-076

ARTICLE 28

28 ACKNOWLEDGMENT AND EXECUTION:

28.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CARSON CITY

Finance Director

Attn: Cheryl A. Adams, Purchasing &
Contracts Manager

201 North Carson Street Suite 11

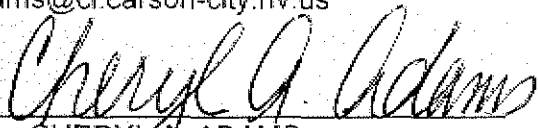
Carson City, Nevada 89701

Telephone: 775-887-2027 extension 1100

Fax: 775-887-2107

cadams@ci.carson-city.nv.us

By:



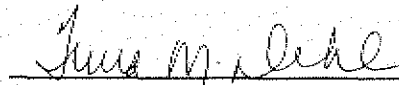
CHERYL A. ADAMS
Purchasing & Contracts Manager

DATED this 26th day of April, 2005.

CITY'S LEGAL COUNSEL

Noel S. Waters, District Attorney

I have reviewed this Contract and approve
as to its legal form.



Deputy District Attorney

DATED this 26th day of April, 2005.

CITY'S ORIGINATING DEPARTMENT

BY: Stacey Giomi, Fire Chief

Fire Department

777 S. Stewart Street

Carson City, NV 89701

Telephone: 775-887-2210 Ext. 1005

Fax: 775-887-2209

SGiomi@ci.carson-city.nv.us



DATED this 26th day of April, 2005.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0405-076

Doug Shamon being first duly sworn, deposes and says: That he is the **INDEPENDENT CONTRACTOR**, or authorized agent of the **INDEPENDENT CONTRACTOR**, for whom the aforesaid described work is to be performed by; that he has read the foregoing Contract and understands the terms, conditions, and requirements thereof.

INDEPENDENT CONTRACTOR
BY: Doug Shamon
TITLE: CEO
FIRM: ADPI West, Inc.
BUSINESS LICENSE #: _____
Address: 7750 Pardee Lane, Suite 201
City: Oakland
State: CA **Zip Code:** 94621-1424
Telephone: 510-768-9648 / **Fax #:** 510-904-5719
E-mail Address: DShamon@emsclaims.com



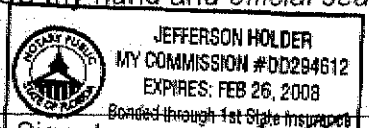
(Signature of **INDEPENDENT CONTRACTOR**)

DATED this _____ day of April, 2005.

STATE OF Florida)
County of DADE) ss

On this 21st day of April, in the year 2005, before me, Jefferson Holder Notary Public, personally appeared Doug Shamon, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.



Notary's Signature Jefferson Holder L.S.
My Commission Expires: FEB 26, 2008

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0405-076

CONTRACT ACCEPTANCE AND EXECUTION:

The Board Of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 5, 2005 approved the acceptance of **CONTRACT No. 0405-076 Ambulance Billing Services**. Further, the Board Of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA


MARV TEIXEIRA, MAYOR

DATED this 5th day of May, 2005.

ATTEST:



ALAN GLOVER, CLERK-RECORDER

DATED this 5th day of May, 2005.

CARSON CITY FIRE DEPARTMENT
EMS DIVISION

DATE: April 15, 2005

TO: CHERYL ADAMS - PURCHASING
FROM: V. G. PIROZZI III - CHIEF OF EMS
RE: BID FOR AMBULANCE BILLING

On April 13, 2005, we interviewed three bidders for the ambulance billing contract. Present for the interview were myself, Stacey Giomi - Fire Chief, and Lila Cummins. After the interviews, one bidder, TC Billing and Services Corp. was eliminated because they were not prepared for questioning, and therefore could not provide statistical information based on the figures given to them pertaining to Carson City billing history. The two remaining bidders, Wittman Enterprises, LLC, and Advanced Data Processing, Inc. remained in contention. The following is the recommendation for awarding the contract:

We recommend *Advanced Data Processing, Inc.*, based on the following:

1. A proven local track record with contracts for several fire based ambulance services in the area.
2. A bid presentation that more than adequately answered pertinent questions regarding providing the service for Carson City.
3. A fee rate of 4.95%, which is considerably less than competitors.
4. A willingness to work with the City to provide the necessary software engineering at no cost, to facilitate the data transfer needed to create the billing records.

**** NOTE:** One contingency that must be satisfied by *Advanced Data Processing, Inc.* prior to awarding the bid, is to **guarantee in writing** that part 4 above will be accomplished before to June 1, 2005.

While Wittman Enterprises, LLC also made a very impressive presentation, and we believe they could provide the service, some of their statistical figures raised some questions as to validity. They also bid a fee rate of 6.0% with an option of \$21.00 per bill instead. We believe this rate would be more costly in the long run.

Thank you,

V. G. Pirozzi III
Chief of EMS




Attn: Cheryl Adams
Carson City Purchasing and Contracts
201 North Carson Street
Suite 11
Carson City, Nevada 89701

Dear Cheryl,

Please let this letter serve as your authorization to change the name of the INDEPENDENT CONTRACTOR as defined in the Contract For Services Of Independent Contractor – Contract No. 0405-076 from Advanced Data Processing, Inc. (“ADPI”) to ADPI West, Inc. (“West”), 7750 Pardee Lane, Suite 201, Oakland, CA 94621-1424. West is a wholly owned subsidiary of ADPI and is the office that will be performing the billing and accounts receivable management services for Carson City.

Should you have any questions or require further information, please contact Brad Williams at 305-459-0658 or myself at 305-459-0650.

Sincerely,



Doug Shamon
President



ADVANCED

DATA PROCESSING, INC.

EMS BILLING. COUNT ON US.

April 18, 2005

Cheryl Adams, Purchasing & Contracts Manager
Carson City Purchasing & Contracts
201 North Carson Street Suite 11
Carson City, NV 89701

Dear Cheryl:

Advanced Data Processing, Inc. (ADPI) is quite pleased with Carson City's selection allowing our company to provide the City's EMS and Fire Departments with the finest billing solution to meet their needs.

We agree to accept data from your current Firehouse billing export and map the data into our system.

We will commit to developing a working import by June 1. In order to accomplish this, Carson City will need to provide ADPI with; 1) a live extract file in the current format, 2) the translation table data and, 3) format of the table and data for converting Firehouse specific codes to meaningful billing data. The information is expected to be provided to ADPI by April 29th.

Again, we look forward to serving Carson City with excellence and fostering a long-term client relationship. Should you have a question or need to contact us for any reason, you may reach me at (510) 904-5733 or, you may reach Dan Kehoe at (800) 901-9122.

Respectfully submitted,

Donald V. Passaro
Vice President

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's Initials & date

J 4/4/05

49 BIDDER INFORMATION:

Company Name: Advanced Data Processing, Inc.
Federal ID No.: 22-3875190
Mailing Address: 500 NW 165th Street ~~Road~~, Suite 102
City, State, Zip Code: Miami, Florida 33169
Complete Telephone Number: 305-459-0658
Complete Fax Number: 305-521-0786

Contact Person/Title: Don Passaro- Vice President- Western Operations
Mailing Address: 7750 Pardee Lane, Suite 200
City, State, Zip Code: Oakland, CA 94621-1424
Complete Telephone Number: (510) 769-9648 x333
Complete Fax Number: 305-521-0777
E-mail Address: dpassaro@emsclaims.com

50 Carson City Municipal Code Section 4.04.010 requires that any business operating within Carson City is required to be in possession of a valid Carson City business license. Be advised that upon award of a contract by Carson City, you must either have a current business license or an exemption letter from the Carson City Treasurer's Office before commencing business. However, possession of said license is not a prerequisite for bidding.

50.1 If Bidder **has** a valid Carson City Business License, please provide number:

50.2 Bidder **does not have** a valid Carson City Business License. Bidder contacted a representative of the Treasurer's Office Business License Division at 775-887-2092 FAX #775-887-2102 and has been informed that **Bidder does need** a Carson City Business License for this **REQUEST FOR BID**. Bidder certifies that he will obtain a Carson City Business License if awarded this **REQUEST FOR BID**.

Signature _____



Date: April 4, 2005

50.3 Bidder **does not have** a valid Carson City Business License. Bidder certifies that he has spoken to _____ a representative of the Treasurer's Office Business License Division at 775-887-2092 and has been informed that **Bidder does not need** a Carson City Business License for this **REQUEST FOR BID**.

Signature _____

Date _____

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's initials & date

N 4.4.05

51 DISCLOSURE OF PRINCIPALS:

51.1 Individual and/or Partnership:

Owner 1) Name: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

Owner 2) Name: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

Other 1) Title: _____
Name: _____

Other 2) Title: _____
Name: _____

51.2 Corporation:

State in which Company is Incorporated: Delaware
Date Incorporated: October 2002
Name of Corporation: Advanced Data Processing, Inc.
Address: 500 NW 165th Street Road, Suite 102
City, State, Zip Code: Miami, Florida 33169
Complete Telephone Number: 305-459-0658

President's Name: Doug Shamon

Vice-President's Name: Don Passaro

Other 1) Name: Brad Williams
Title: Vice President- Controller

Other 2) Name: _____
Title: _____

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's initials & date

N 4-4-05

If Bidder responds NO to any of the following questions, Bidder must use the EXCEPTION SUMMARY document to record any deviations, modifications, and/or alternates proposed to this REQUEST FOR BID. Failure to do so may be justification for rejection of the BID RESPONSE. Bidder must indicate the title of document from the top of the page, the page number from the bottom of the page, the item number corresponding to the item, and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the EXCEPTION SUMMARY shall be interpreted to convey that the Bidder will perform in the manner described and/or specified in this REQUEST FOR BID.

52 Bidder has read the SPECIFICATIONS and certifies that the product(s) and/or service(s) proposed meets or exceeds the requirements of this **REQUEST FOR BID**?

GYes GNo

53 Bidder agrees to enter into a *Contract for Services of Independent Contractor* (Attachment "A" - Sample Contract) with Carson City for two (2) years from date of award by the Board of Supervisors.

GYes GNo

53.1 Bidder agrees that Carson City shall have the right to renew the Contract, for five (5) additional years, subject to negotiation.

GYes GNo

53.2 Bidder guarantees the pricing for a period of two (2) years from the date of award (C Yes G No)

54 Bidder agrees that all prices shall be **F.O.B. Carson City**. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed. Bidder shall be responsible for all shipping charges for items returned due to error and/or unacceptable condition.

GYes GNo

55 Bidder agrees that should he fail to deliver the product(s) and/or perform the service(s) bid in accordance with this **REQUEST FOR BID**, the City may declare the Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law.

GYes GNo

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's initials & date

J 4-4-05

56 Bidder agrees that in the event of default by the Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure the product(s) and/or service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies.

GYes GNo

57 Bidder agrees that if necessity requires the use of materials or supplies not conforming to the **SPECIFICATIONS**, they may be accepted and payment shall be made at a proper adjustment in price.

GYes GNo

58 Bidder has read and agrees to abide by the **TERMS AND CONDITIONS** of this **REQUEST FOR BID**.

GYes GNo

59 Bidder agrees to provide a certificate of general liability insurance containing limits of not less than One Million Dollars (\$1,000,000) naming Carson City as an additional insured and certificate holder within ten (10) days of award by the Board of Supervisors. Certificate shall be furnished to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701.

GYes GNo

60 Bidder agrees to provide a certificate of professional liability insurance containing limits of not less than One Million Dollars (\$1,000,000) listing Carson City as a certificate holder within ten (10) days of award by the Board of Supervisors. Certificate shall be furnished to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701.

GYes GNo

61 Bidder agree to provide a certificate of workers' compensation insurance listing Carson City as a certificate holder within ten (10) days of award by the Board of Supervisors. Certificate shall be furnished to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701.

GYes GNo

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's initials & date *JY-14-05*

62 **CASH DISCOUNT** of 0.0 % may be taken in addition to the price(s) stated for the terms of n/a days.

62.1 Prompt payment discounts will be considered in award recommendation only if discount period is fifteen (15) or more calendar days.

62.2 Discount period will be computed from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct invoice is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date.

62.3 Payment is deemed to be made on the date payment is mailed to the Bidder.

63 Sealed Bid Inventory

63.1 Table of Contents (Tab 1) **GYes** **GNo**

63.2 Executive Summary (Tab 2) **GYes** **GNo**

63.3 Bid Response (Tab 3) **GYes** **GNo**

63.4 Scope of Services Anticipated (Tab 4) **GYes** **GNo**

63.5 Financial Proposal (Tab 5) **GYes** **GNo**

63.6 History of Firm (Tab 6) **GYes** **GNo**

63.7 References (Tab 7) **GYes** **GNo**

63.8 Response to questions (Tab 8) **GYes** **GNo**

63.9 Financial Information (Tab 9) **GYes** **GNo**

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's initials & date *N 4-4-05*

63.10 Exhibits (Tab 10)

GYes **GNo**

CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE

Bidder's initials & date JS 4-4-05

64 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Florida)
) SS
COUNTY OF Miami-Dade)

I, Doug Shamon (Name of party signing this **BID RESPONSE**), being first duly sworn, do depose and say: That I am the Bidder, or the authorized agent of the Bidder, from whom the aforesaid described product(s) and/or service(s) is to be provided; that I have read and agree to abide by this **REQUEST FOR BID** which includes the following documents: **NOTICE TO BIDDERS, SPECIFICATIONS, TERMS AND CONDITIONS, and BID RESPONSE.**

BIDDER: Doug Shamon
PRINTED NAME OF BIDDER: Doug Shamon
TITLE: President and CEO
FIRM: Advanced Data Processing, Inc.
Address: 500 NW 165th Street Road, Suite 102
City: Miami
State / Zip Code: Florida 33169
Telephone Number: 305-459-0650
Fax Number: 305-521-0778
E-mail address: dshamon@emsclaims.com

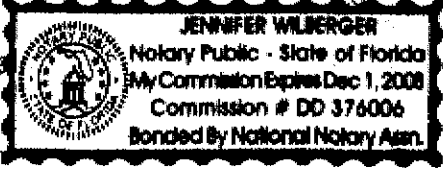
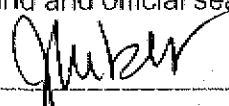


(Signature of Bidder)
DATED this 4th day of April, 2005.

ATTEST:

On this 4th day of April, in the year 2005, before me, Jennifer Wilberger Notary Public, personally appeared Doug Shamon personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it.

WITNESS my hand and official seal



L.S.

Notary's Signature
My Commission Expires: December 1, 2008

Jennifer Wilberger Notary Public for the State of Florida

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's initials & date *AV 4-4-05*

65 EXCEPTION SUMMARY INSTRUCTIONS:

- 65.1 Use this document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the title of document from the top of the page, the page number from the bottom of the page, the item number corresponding to the item, and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that the Bidder will perform in the manner described and/or specified in this **REQUEST FOR BID**.
- 65.2 If additional space is required, use company letterhead and mark as "**Exhibit 65.2**".
- 65.3 If there are no deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**, write "None".

NONE

***** END OF BID RESPONSE *****

Tab 2 EXECUTIVE SUMMARY

Carson City is seeking a highly qualified company to meet the City's requirements for Ambulance Billing Services with the best overall value. ADPI's proposal will respond to all the requirements of the RFP and demonstrate our high level of qualifications. Our proposal will also demonstrate our overall value combining proven superior collection results, solid compliance and excellent customer service with an extremely competitive fee structure.

Highlights of Qualifications:

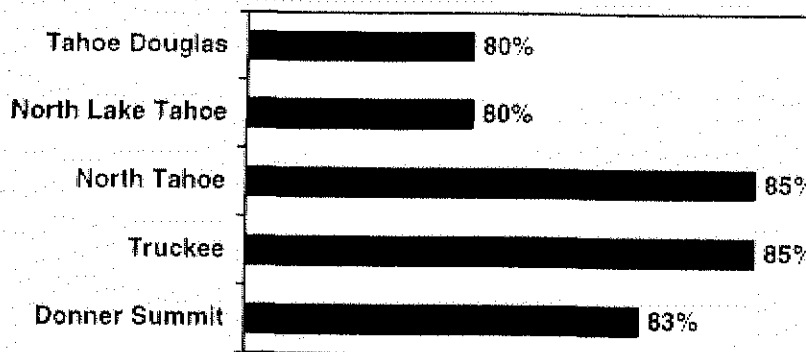
- Over twenty years of experience in EMS billing.
- Local experience and proven superior results with Reno/Tahoe clients and other clients in the State of Nevada.
- Superior management team with over 100 years of combined experience.
- Depth of management resources with over 15 management level employees.
- State of the art proprietary technology.
- Existing connectivity to Nevada Medicare and Medicaid payers.
- Excellent local references.
- Strong financial condition with over \$3 million cash on hand.
- Fully staffed local operations within driving distance to Carson City.

Highlights of Overall Value Delivered:

Superior Collection Results

Proven results. The chart below reflects the superior collection results we have historically achieved with clients in the Reno/Tahoe area.

ADPI Net Collection % Results



ADPI expects to exceed the historical collection levels achieved by Carson City.

Solid Compliance

ADPI prides itself on our advanced compliance capabilities. Most EMS billing companies are aware of major compliance risks and perhaps have a formal document on compliance. Some may even name an individual as their compliance person. At ADPI, we take compliance seriously. We have a separate compliance and quality department that performs routine internal audits to ensure compliance is not just a plan on a shelf. A senior executive, Joe McCloskey, leads our compliance effort with specific certification in compliance from the Health Care Compliance Association. Mr. McCloskey's expertise in EMS billing compliance is well known. He is a member of the Reimbursement Task Force of the American Ambulance Association and is a member of the Florida Medicare Ambulance Committee.

ADPI provides its customers crucial guidance and compliance leadership on medical necessity, HIPAA, Medicare/Medicaid regulations, billing related documentation, and other regulatory issues.

Customer Service

ADPI realizes that all the revenue optimization and risk mitigation can be entirely forgotten if the reputation of Fire Department and City is not upheld to the highest standards. To this end, all patient contact is done by trained Customer Service Representatives (CSRs). These ADPI representatives have been trained to work with patients who may be elderly, speak a different language (we have full-time, bilingual operators who will handle foreign language callers), feel angry about having received a bill or any number of circumstances that arise in our business of EMS Billing. Our CSR's will always handle your patients with the utmost respect and professional conduct.

Our proposal describes the ADPI's processes and procedures to fulfill your requirements. But above all, we understand that our role is to fully handle all functions of the billing process. Our customer-oriented approach provides Carson City with people who can identify risks and opportunities, solve problems, and keep you informed.

Competitive Fee Proposal

ADPI will present a fee proposal that indicates our confidence in the high collection levels we will achieve and reflects cost advantages we enjoy from our superior processes and technologies.

Closing

ADPI is the most highly qualified EMS billing company in the industry. Our qualifications fully meet the needs of Carson City. We hope you agree that in addition to being qualified, ADPI can deliver the best value to Carson City.

To this end, we will close this Executive Summary with a quote from the EMS Chief from an agency we just began to bill for in April of 2004, the City of Cincinnati. Thanks in advance for your consideration of ADPI to fulfill this important role.

"ADPI has raised the bar on our expectations as our new billing vendor. Their expertise helped in our recent integration of an electronic patient care-reporting package. They have helped us undertake the cleanup of receivables from our previous vendors. I am extremely impressed by their medical insurance expertise, local hospital integration, attention to detail, helpful attitude, prompt help in eliminating problems faced, insightful suggestions and quick solutions. Most importantly, they have significantly increased our collection results in less than six months... Great job!"

EMS Chief Mike Kroeger, City of Cincinnati Fire Department



Carson City, Nevada

Tab 5 FINANCIAL PROPOSAL

Our fee for these services is 4.95% of collections, plus \$.75 for each mailing of privacy notices (optional.)

Our fee will remain constant throughout the contract period and will only be revised to the extent US postage rates change the cost of postage.