

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Joseph Montopoli, Fire Chief (954) 797-1842

PREPARED BY: Frank Suriano, Assistant Chief (954) 797-1843

SUBJECT: Resolution

AFFECTED DISTRICT: All

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXTEND THE CONTRACT FOR ONE (1) ADDITIONAL YEAR WITH ADVANCED DATA PROCESSING, INC. TO PROVIDE EMS BILLING SERVICES.

REPORT IN BRIEF: The Town is in need of a company to provide EMS billing services. Advanced Data Processing, Inc. (ADPI) has been successfully providing these services to the Town since October, 1998. ADPI has an extensive list of municipal clients which is attached hereto. The fee for services for all Broward County municipalities is identical. The agencies within Broward County that do not use ADPI, use their own staff or a hospital. ADPI has proven to be the most effective and efficient provider of these services. The initial contract was a three (3) year agreement with options to extend the contract for two (2) additional one (1) year terms by mutual agreement of the parties. Staff wishes to extend the agreement for one (1) year term, expiring on May 31st, 2008, at such time staff will evaluate the extension for the final additional term year or go out for bid.

PREVIOUS ACTIONS: R-2004-78

CONCURRENCES: n/a

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$ 110,000

Account Name: Contractual Services EMS/001-0602-522-0306

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Mutual Agreement Letter, Memo from Fire Rescue Dept., R-2004-78

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXTEND THE CONTRACT FOR ONE (1) ADDITIONAL YEAR WITH ADVANCED DATA PROCESSING, INC. TO PROVIDE EMS BILLING SERVICES.

WHEREAS, the Town is in need of a company to provide EMS billing services; and

WHEREAS, Advanced Data Processing, Inc. (ADPI) has unique expertise in this area and has been providing satisfactory services to the Town for several years as well as many other Florida municipalities; and

WHEREAS, after review, the Town Council authorizes the Mayor to extend a contract with ADPI for EMS billing services for one (1) additional year.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorized the Mayor to extend the contract agreement starting June 1, 2007 through May 31, 2008 with Advanced Data Processing, Inc. for EMS billing services which is attached hereto and identified as Attachment "A".

SECTION 2. The Town Council authorizes the expenditures from the EMS Contractual Services account.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007

MAYOR/COUNCILMEM

BER
Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007

Attachment "A"



August 14, 2007

Mr. Tom Truex, Mayor
Town of Davie
6591 Orange Drive
Davie, FL 33314

Dear Mr. Truex:

Advanced Data Processing, Inc. requests to renew our agreement with the Town of Davie, originally entered into on April 2, 2004, for EMS transportation billing and related services. The original agreement allows for two, one year extensions by mutual agreement of both parties. The agreement shall, upon your signature below, have an effective date of June 1, 2007 and run for a 12-month period until May 31, 2008.

Sincerely,

A handwritten signature in cursive script that reads "Brad Williams".

Brad Williams
Vice President - Finance

Town of Davie

By: _____
Mayor



MEMORANDUM
DAVIE FIRE RESCUE
OFFICE OF THE FIRE CHIEF

TO: Gary Shimun, Town Administrator

FROM: Joseph Montopoli, Fire Chief 

SUBJECT: EMS Billing Contract Extension Resolution

DATE: August 21, 2007

Please see the attached memo regarding the contract extension for Advanced Data Processing, Inc. (ADPI). This contract extension is for one year and does not involve an increase in cost to the Town. The detailed information can be found on Easy Agenda for the September 5, 2007 Council Meeting.



**TOWN OF DAVIE
INTEROFFICE MEMORANDUM
FIRE RESCUE DEPARTMENT**

DATE: August 15, 2007

TO: Joe Montopoli, Fire Chief

FROM: Frank Suriano, Assistant Chief

THROUGH: n/a

SUBJECT: EMS Billing Contract Extension

Attachment: YES NO

The Town has utilized Advanced Data Processing, Inc. (ADPI) for EMS billing since October, 1998. The initial contract with ADPI was a three (3) year agreement with options to extend the contract for two (2) additional one (1) year terms by mutual agreement of the parties. Staff wishes to extend the agreement for one (1) year term, expiring on May 31st, 2008, at such time staff will evaluate the extension for the final additional term year or go out for bid.

Advanced Data Processing, Inc.
Client List

Client Name	State
Town of Davie	FL
Brevard County	FL
Broward Sheriff's Office	FL
Charlotte County	FL
City of Boca Raton	FL
City of Boynton Beach	FL
City of Coral Springs	FL
City of Dania Beach	FL
City of Deerfield Beach	FL
City of Delray Beach	FL
City of Ft Lauderdale	FL
City of Ft. Myers Beach	FL
City of Hallandale Beach	FL
City of Hialeah	FL
City of Hollywood	FL
City of Jacksonville	FL
City of Kissimmee	FL
City of Lake Mary	FL
City of Lauderhill	FL
City of Lighthouse Point	FL
City of Longwood	FL
City of Maitland	FL
City of Margate	FL
City of Miami Beach	FL
City of Miramar	FL
City of North Lauderdale	FL
City of North Port	FL
City of Palm Beach Gardens	FL
City of Plantation	FL
City of Pompano Beach	FL
City of Riviera Beach	FL
City of Sanford	FL
City of Tamarac	FL
City of Tampa	FL
City of Winter Springs	FL
Collier County	FL
Hardee County	FL
Hendry County	FL
Highlands County	FL
Lee County	FL
Leon County	FL
Miami-Dade County	FL
Monroe County	FL
Okaloosa County	FL
Orange County	FL
Osceola County	FL
Palm Beach County	FL
Polk County	FL
Sarasota County	FL
Seminole County	FL

Seminole Tribe of Florida	FL
Blytheville	AR
Albany	CA
Angwin	CA
Barona	CA
Berkeley	CA
Big Bear Lake	CA
Burney	CA
City of Sacramento	CA
Corona	CA
Corte Madera	CA
CSA 69, San Diego County	CA
Donner Summit	CA
Downieville	CA
Ebbetts Pass	CA
El Centro	CA
Elk Grove	CA
Imperial Beach	CA
Lakeside	CA
Meeks Bay	CA
Niland	CA
North County	CA
North Tahoe	CA
Palo Alto	CA
Piedmont	CA
San Bernardino	CA
San Francisco	CA
Shasta County	CA
Sierra City	CA
South Lake Tahoe	CA
South San Francisco	CA
Truckee	CA
Bennett	CO
City of Englewood	CO
City of Littleton	CO
Couty of Moffitt	CO
Crested Butte	CO
Denver Health and Hospitals	CO
Indian Hills	CO
Inter-Canyon	CO
Mineral County	CO
Oak Creek	CO
Rio Blanco	CO
West Routt	CO
Washington DC	DC
Heard County EMS	GA
Cherokee County	GA
Grady Health Services	GA
Council Bluffs	IA
Underwood Volunteer Ambulance	IA
Adams County	IL

Advanced Data Processing, Inc.
Client List

Hancock County	IL
City of Chicago	IL
Johnson County Med Act	KS
Kansas City	KS
Lenexa	KS
Overland Park	KS
Covington, KY	KY
City of Blue Springs	MO
Lake Lotawana	MO
Metro West	MO
Adair County Ambulance District	MO
Linn County Ambulance District	MO
Ste Genevieve County EMS	MO
Cochiti Lake	NM
Santa Fe	NM
Carlsbad	NM
Cimarron	NM
Ft. Sumner	NM
McKinley County dba/Thoreau	NM
Sandoval County	NM
Town of Tatum	NM
Mesquite	NV
North Lake Tahoe	NV
Tahoe Douglas	NV
Carson City	NV
Central Lyon	NV
Beavercreek Township	OH
City of Cincinnati	OH
City of Lakewood	OH
City of Toledo	OH
City of Guthrie EMS	OK
Colbert EMS	OK
Collinsville EMS	OK
Oologah Talala EMS	OK
Picher Fire & EMS	OK
Skiatook Fire & EMS	OK
Colleton County	SC
City of Memphis	TN
City of Nashville and Davidson County	TN
Allen Fire Department	TX
Angleton Area EMC	TX
Argyle Volunteer Fire District	TX
Aubrey Area Ambulance	TX
Azle Fire Department	TX
Bedford Fire Department	TX
Bonham Fire Department	TX
Bulverde-Spring Branch EMS	TX
Canyon Lake Fire & EMS	TX
Channelview VFD	TX
City of Alvin EMS	TX
City of Bellaire EMS	TX

City of Bowie Fire Department	TX
City of Everman EMS	TX
City of Ferris EMS	TX
City of Nassau Bay EMS	TX
City of Pearland EMS	TX
City of Sherman EMS	TX
City of Southlake Fire Department	TX
City of Whitewright EMS	TX
Clear Lake Emergency Medical Corps	TX
Colleyville Fire Department	TX
Colorado County EMS	TX
Cooke County EMS	TX
Copperas Cove FD/EMS	TX
Cove Fire & EMS / Trinity Bay EMS	TX
Crockett County EMS	TX
Cy-Fair Volunteer Fire Dept.	TX
Danbury EMS, Inc.	TX
Denton Fire Department	TX
DFW Airport EMS	TX
Dickinson Public Safety	TX
Eagle Mountain Fire Department	TX
East Coke County Ambulance Service	TX
Erath County EMS	TX
Eules Fire Department	TX
Fayette County EMS	TX
Ft. Stockton EMS	TX
Goliad County EMS	TX
Grapevine Fire Department	TX
Harris County ESD 1	TX
Highland Village Fire Department	TX
Highlands Volunteer Fire Department	TX
Joshua Fire Department	TX
Justin VFD	TX
Keller Fire-Rescue	TX
Kendall County EMS	TX
Kennedale Fire Department	TX
Krum Fire Department	TX
La Marque Fire/Rescue	TX
Lake Cities Fire Department	TX
Lifecare EMS	TX
Little Elm Fire Department	TX
Lone Star EMS, LLC	TX
Lumberton Fire & EMS	TX
Marble Falls Area EMS	TX
Midlothian Fire Department	TX
Mont Belvieu EMS	TX
N. Tarrant County FD	TX
New Braunfels Fire Dept	TX
Pantego Fire-Rescue	TX
Patriot EMS Group, Inc.	TX
Pecos Volunteer Ambulance Service Inc.	TX

Advanced Data Processing, Inc.
Client List

Pilot Point EMS	TX
Preston Emergency Services	TX
Rendon Fire Department	TX
Richland Hills Fire Department	TX
Sanger VFD	TX
Santa Fe Fire and Rescue	TX
Seguin Fire Department	TX
Southeast Volunteer Fire Department	TX
Stafford Fire Department	TX
Sweeny Community Hospital EMS	TX
Trophy Club Fire Department	TX
Tx Vital Care / Bells Savoy	TX
Van Alstyne Fire Dept. EMS	TX
Victoria Fire Department	TX
Village Fire Department	TX
Washington County EMS	TX
Watauga Department of Public Safety	TX
West Harris County EMS	TX
Westlake DPS	TX
Westlake Volunteer Fire Department	TX
Wilmer	TX
Wise County EMS	TX
North Fork	UT
Alexandria	VA
Arlington County	VA
Grant County	WA
Walla Walla County	WA
Racine	WI

RESOLUTION NO. R-2004-78

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ADVANCED DATA PROCESSING, INC. TO PROVIDE EMS BILLING SERVICES.

WHEREAS, the Town is in need of a company to provide EMS billing services; and

WHEREAS, Advanced Data Processing, Inc. (ADP) has unique expertise in this area and has been providing satisfactory services to the Town for several years as well as many other Florida municipalities; and

WHEREAS, after review, the Town Council authorizes the Mayor to execute a contract with ADP for EMS billing services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council authorizes the Mayor to execute a contract with ADP to provide EMS billing services which is attached hereto and identified as Attachment "A".

SECTION 2. The initial term of the contract is three years with options to extend the contract for two (2) additional one (1) year terms by mutual agreement of the parties. Contract extensions, if appropriate, will be handled administrative subject to budget approval by Town Council.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 21st DAY OF April, 2004


MAYOR/COUNCILMEMBER

Attest:


TOWN CLERK

APPROVED THIS 21st DAY OF April, 2004

**AGREEMENT BETWEEN
TOWN OF DAVIE
AND
ADVANCED DATA PROCESSING, INC.
FOR RESCUE AMBULANCE BILLING & RELATED PROFESSIONAL SERVICES.**

THIS AGREEMENT, hereinafter "AGREEMENT", made and entered into this 2nd day of April, 2004 by and between TOWN OF DAVIE, a Florida Municipal corporation, with principal offices located at 6905 Orange Drive, Davie, Florida 33314 hereinafter referred to as the "TOWN", and Advanced Data Processing, Inc., a Delaware Corporation with principal offices located at 520 NW 165 Street, Suite 201, Miami, Florida 33169, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which the CONTRACTOR will render those professional services in connection with said project as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

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

2. SCOPE OF SERVICES. The CONTRACTOR shall perform and carry out the work as defined in "EXHIBIT B – Scope of Work", which is attached hereto.

3. TIME OF PERFORMANCE. This Agreement shall be effective for a three-year period from June 1, 2004 through May 31, 2007, under the terms and conditions contained herein unless otherwise terminated. This Agreement will may be renew for two (2) additional one year periods by mutual consent of the parties under the then in force terms and conditions unless terminated by TOWN within thirty (30) days prior to expiration of the initial Agreement term.

4. COMPENSATION AND METHOD OF PAYMENT.

4.01 The TOWN reserves the right to request changes in the services within the general scope of the Agreement to be performed upon mutual agreement by the TOWN and CONTRACTOR that shall specify the change ordered and the adjustment of time and compensation required therefore.

4.02 Any services added to the scope of this Agreement by a change order shall be executed in compliance with all other applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized unless contained in the duly executed change order.

4.03 The CONTRACTOR shall be paid by the TOWN a monthly amount representing fees for the services provided computed as:

4.03 (a) Seven percent (7%) of all monies collected by CONTRACTOR, excluding amounts collected from Florida Medicaid, plus

4.03 (b) Eleven dollars and Forty cents \$11.40 per account where Florida Medicaid is the primary insurance coverage, whether or not such account is ultimately paid by Florida Medicaid.

4.03 (c) Three hundred and sixty dollars (\$360.00) per month for the mailing of the TOWN's HIPAA-compliant Privacy Notice to all emergency transport patients.

Contractor reserves the right to increase these fees if postage is increased by the United States Postal Service, but only to cover additional postage costs.

4.04 The TOWN shall issue a check for the amount invoiced, within thirty (30) days of receipt and acceptance of an accurate invoice. TOWN's obligation hereunder are absolute and unconditional and not subject to set-off, delay, counterclaim, termination or performance. Contractor will resolve any disputed amounts within 60 days from the date Town gives notification.

4.05 The TOWN shall bear the cost of any and all Lock-box services. TOWN, should they elect to participate in any credit card acceptance program, agrees to assume and be responsible for all costs associated with such program. All other costs incurred by CONTRACTOR in the performance of services as specified herein (including, but not limited to postage, materials, communications and phone costs and other operating costs) shall be assumed by the CONTRACTOR.

5. REPORTS. The CONTRACTOR shall provide the TOWN with status reports as set forth in Exhibit B and other reports as mutually agreed. The CONTRACTOR shall also provide changes to such reports and ad hoc report requests on a reasonable basis and as mutually agreed. CONTRACTOR reserves the right to charge an additional fee for any programming cost associated with ad hoc reports that would require more than a reasonable amount of time to accomplish.

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

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

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

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

CONTRACTOR shall not utilize subcontractors in the performance of this Agreement. The use of subcontractors requires the prior approval of the TOWN. Subcontractor shall be defined as persons who perform billing and accounts receivable management services substantially similar to those services performed by CONTRACTOR.

8. INDEMNIFICATION. Both Parties shall indemnify and hold the other party harmless from any and all claims, losses and causes of actions which may arise out of each party's performance of this Agreement as a result of an act of negligence or intentional acts, omissions, or wrongdoings of the parties including their employees, agents, representatives, consultants, or subcontractors. The Wrongful Party shall pay all reasonable claims and losses of any nature whatsoever in connection therewith and shall pay all reasonable costs and judgments (including, but not limited to, attorneys' fee and expenses incurred at the trial, administrative levels, or on appeal) that may issue thereon. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

Nothing contained herein is intended nor shall be construed to waive Either Parties rights and immunities under the common law or Florida Statutes §768.28, as amended from time to time.

This contract shall not confer rights to third parties in any matters arising out of this Agreement or any other contract and shall not be construed as consent by the parties to be sued by third parties in any matter arising out of this Agreement or any other contract. This contract shall not serve as a waiver of sovereign immunity to which sovereign immunity may be applicable.

9. INSURANCE. Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance is the responsibility of the Contractor.

9.01 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate.
- b. Automobile Liability: One Million (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. (*Non-owned, Hired Car*).

c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employee's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. *Waiver of Subrogation in lieu of Additional Insured will suffice.*

d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the TOWN a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) -year periods.

e. Umbrella: \$2,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

f. Crime Policy: Contractor shall provide a Crime Policy in the amount of \$500,000. Coverage to be provided shall include: Theft – Per Loss Coverage; Forgery or Alteration; Inside the Premises – Theft of Money and Securities; Inside the Premises – Robbery or Safe Burglary of Other Property; Outside the Premises; Computer Fraud; Funds Transfer Fraud; and Money Orders and Counterfeit Paper Currency.

9.02. Deductibles and Self-Insured Retentions

Deductibles or self-insurance shall be maintained in amounts or at levels which are customary for the size, profile and industry in which CONTRACTOR is employed. No decreases in coverage can occur without the approval of the TOWN.

9.03. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverage (*TOWN is to be named as Additional Insured*).

1. The TOWN, its officers, officials, employees and volunteers are to be covered as additional insured as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the TOWN, its officers, officials, employees or volunteers.

2. The Contractor's insurance coverage shall be primary insurance as respects the TOWN, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the TOWN, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance

and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the TOWN.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the TOWN, its officers, officials, employees or volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Companies issuing the insurance policy, or policies, shall have no recourse against the TOWN for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

b. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the TOWN.

9.04. Acceptability of Insurers

Insurance is to be placed with insurers with a Best rating of no less than A: VII.

9.05. Verification of Coverage

Contractor shall furnish the TOWN with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the TOWN before work commences. The TOWN reserves the right to require complete, certified copies of all required insurance policies at any time.

10. OWNERSHIP OF DOCUMENTS. CONTRACTOR shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. The CONTRACTOR agrees that any and all documents, records, disks, and electronic data produced in the performance of this Agreement shall be the sole property of the TOWN, including all rights therein of whatever kind except as may otherwise be provided hereinafter. Failure to turn over such documents within thirty (30) days of a written request by TOWN may be cause for the TOWN to withhold payments due CONTRACTOR or to enforce this clause by legal remedies.

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

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

12. TERMINATION. During the time of this agreement either party may terminate this Agreement either for convenience or for default after first giving to other party sixty (60) days written notice.

For cases of default, the CONTRACTOR shall be given opportunity to cure the default within the thirty (30) day period following such written notice. In the event the acts constituting default are a violation of law, CONTRACTOR shall be subject to immediate termination of Agreement.

Upon termination for any cause, the CONTRACTOR shall submit an invoice(s) to the TOWN in an amount(s) representing fees for services actually performed or obligations incurred to the date of effective termination for which the CONTRACTOR has not been previously compensated. Upon payment of all sums found due, the TOWN shall be under no further obligation to the CONTRACTOR, financial or otherwise.

For purposes of this section, the notice period begins when the CONTRACTOR receives written notice from the TOWN.

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

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

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

15. ASSIGNMENT OF AGREEMENT. Except to a parent, subsidiary, or affiliate, the CONTRACTOR shall not sell, transfer, assign or otherwise dispose of this Agreement or any part thereof or work provided therein, or of its right, title or interest therein, unless otherwise provided in the Agreement, without express prior consent by the TOWN.

16. NOTICES. All notices pertaining to this Agreement shall be delivered or mailed to such party at their respective address as follows:

To the **TOWN:**

Chief Joseph Rivero
TOWN OF DAVIE
6905 Orange Drive
Davie, Florida 33314

To the **CONTRACTOR:**

Brad Williams
Vice President, Finance
Advanced Data Processing, Inc.
500 NW 165 Street Road, Suite 104
Miami, Florida 33169

17. REPRESENTATION AND WARRANTY. CONTRACTOR represents that they have experience and agrees to follow all Federal, State and Local Laws including, but not limited to, Public Records Laws and those laws and statutes applicable to discrimination.

18. INTEREST OF CONTRACTOR. It is agreed that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the CONTRACTOR'S services under this Agreement. It is further agreed that in the performance of this Agreement the CONTRACTOR shall employ no person having any such interest.

19. SERVERABILITY. Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected thereby.

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

IN WITNESS OF THE FOREGOING, the TOWN has caused this Agreement to be signed by the Mayor, attested by the Town Clerk, and the Contractor has executed this Agreement effective as of the date set forth above.

TOWN OF DAVIE, FLORIDA

By: [Signature]
Mayor

ATTEST:
Town Clerk
Town of Davie, Florida

BY: [Signature] (SEAL)

APPROVED AS TO FORM:
Town of Davie Attorney's Office

BY: [Signature]

CONTRACTOR:
Advanced Data Processing, Inc.
A Delaware Corporation

[Signature]
DOUG SHAMON
PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA
MIAMI-DADE COUNTY

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared **Doug Shamon, as President of Advanced Data Processing, Inc.**, a Delaware corporation, and acknowledged execution of the foregoing **Agreement** for the use and purposes mentioned in it and that the instrument is the act and deed of the **Contractor**.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on April 19, 2004.

[Signature]
Notary Public, State of Florida at Large
My Commission expires:

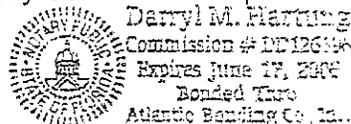


Exhibit A

Business Associate Addendum

Advanced Data Processing, Inc. the "Business Associate" (hereinafter referred to as "ADPI") and Town of Davie (hereinafter referred to as Town of Davie) hereby amend the Agreement entered into on February ____, 2004, ("the Agreement") by adding the following additional language to the Agreement.

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

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

Exhibit B: Scope of Services

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

Contractor's Responsibilities:

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

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

1. Provide billing and accounts receivable management services to Town as required on a case-by-case basis.
2. Ensure that all required documentation and agreements with payors (e.g. Medicare, Medicaid, Champus, etc.) are filed and maintained and that the TOWN is kept apprised of important changes to industry regulations.
3. Ensure knowledge of different industry insurance plans and will ensure that every billable claim is pursued.
4. Provide reasonably necessary training periodically, as requested by TOWN, to TOWN's EMS and/or TOWN FIRE RESCUE PARAMEDICS personnel regarding the gathering of the necessary information and proper completion of run tickets. .
5. Provide prompt submission of Medicare, Medicaid and insurance claims after receiving completed run ticket and corresponding insurance claim information . Secondary insurance provider claims shall be submitted after the primary insurance provider has paid.
6. Provide follow-up on rejected and inactive claims.
7. Utilize most up-to-date knowledge and information with regard to coding requirements and standards, to ensure compliance with applicable Federal, State and local regulations.
8. Reconcile the number of transports processed with those received
9. Provide a designated liaison for patient/payor concerns.
10. Provide all customer-related inquiry services and prepare additional third-party claims or patient payment arrangements based on this information exchange.
11. Provide a toll free telephone number for patients to be answered as designated by the TOWN.
12. Facilitate proper security of confidential information and proper shredding of all disposed materials containing such information.

13. Establish arrangements with hospitals to obtain/verify patient insurance and contact information.
14. Respond to any TOWN or patient inquiry or questions promptly
15. Maintain appropriate accounting procedures for reconciling all deposits, receivables, billings, patient accounts, adjustments and refunds.
16. Provide access to TOWN for all requested information in order for TOWN to perform appropriate and periodic audits. Reasonable notice will be given to CONTRACTOR for any planned audit and will be conducted during normal business hours of CONTRACTOR
17. Provide timely comprehensive reports facilitating all required aspects of monitoring, evaluating, auditing and managing the services provided. Process refund requests and provide the TOWN with documentation substantiating each refund requested.
18. Provide TOWN all unpaid invoices along with the complete processing history once collection efforts are exhausted.

Specific Scope Compliance

The CONTRACTOR will provide the specific services:

1. Assign billing patient numbers providing cross-reference to the TOWN'S assigned transport numbers.
2. Maintain responsibility for obtaining missing or incomplete insurance information.
3. Provide accurate coding of medical claims.
4. Make recommendations for fee schedule changes, regularly advise on changes in statutes and industry regulations.
5. Respond to all patients' requests and inquiries, either written or verbal.
6. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.
7. Retain all accounts for a minimum of twelve (12) months (unless otherwise specified by mutual agreement) turning over accounts for which no collection has been made (unless insurance payment is pending).
8. Provide for facilities to permit real-time read only electronic look-up access to CONTRACTOR'S system to obtain patient data and billing information.
9. Maintain records in an electronic format that is readily accessible by the TOWN personnel and meets all federal and state requirements for maintaining patient medical records.
10. Maintain daily deposit control sheets and original documentation
11. Implement and comply with a Compliance Plan consistent with the intent and activities included in the U.S. Office of Inspector General (OIG) Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998).

TOWN's Responsibilities:

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



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Foreign Profit Corporation

ADVANCED DATA PROCESSING, INC.

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