

REQUEST FOR PROPOSALS

- 32. Award RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County EMS / Fire / Rescue, to Advanced Data Processing, Inc, Miami. (6.25% of collections (excluding Medicaid Accounts) plus \$7.50 per Medicaid Account).**

RFP-0780-06/TRJ will provide billing services for Emergency Medical Services transport, as required on a case by case basis, with an emphasis on an accelerated turnaround between services provided and payment received. The selected firm will provide training to county personnel regarding the gathering of information and proper completion of run tickets. They will also provide standard services related to billing and collections, which are outlined specifically in the agreement's scope.

This project was publicly advertised and thirteen firms requested bid packages. The County received proposals from seven firms:

- Advanced Data Processing, Inc.
- Ambulance Billing Systems, Inc.
- Digitech Computer, Inc.
- Diversified Ambulance Billing
- EMS Consultants, LTD
- Intermedix, Inc.
- Per Se Technologies

The Evaluation Committee composed of Amy Rossi, Program Manager, Public Safety; Stanley Human, Battalion Chief, Public Safety; Terry Winn, Assistant Chief, Public Safety; and Angel Nater, Program Manager, Public Safety, evaluated the submittals against the criteria specified in the RFP documents. Consideration was given to the following:

- Ambulance Agency Processes & Procedures
- Fee Proposal
- Ambulance Agency Experience & Qualifications
- Location in Eastern Time Zone

The evaluation team unanimously recommends that the Board award RFP-0780-06/TRJ to *Advanced Data Processing, Inc.*, Miami, FL. Along with their 25 years of proven stability in the ambulance billing field, they submitted the most comprehensive proposal, supplying detailed information for each of the evaluation criteria listed in the solicitation. They have provided excellent customer service to the Seminole County Fire Department and citizens, maintained an effective rapport, and have readily

accepted Seminole County's policies and procedures over the course of their current agreement. Both Public Safety and county citizens will benefit from the seamless transition between the current and new contracts, as no additional proprietary software or hardware will be required.

The Public Safety Department/EMS/Fire Rescue Division and the Fiscal Services Department/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the Agreement as prepared by the County Attorney's Office.

B.C.C. - SEMINOLE COUNTY, FL RFP TABULATION SHEET

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

CONTRACT NUMBER: RFP-0780-06/TRJ

CONTRACT TITLE: Billing Services for EMS Transport
- Seminole County EMS / Fire /
Rescue Division

DUE DATE: April 19, 2006

PAGE: 1 of 1

Response 1	Response 2	Response 3	Response 4
Advanced Data Processing, Inc 500 NW 165 Street, Ste 102 Miami, FL 33169 William J. DeZonia Ph. (305) 945-2280 Fx. (305) 945-6692	Ambulance Billing Systems, Inc. 8026 Vantage Dr, Suite 232 San Antonio, TX 78320 Stephen R. McCormick Ph. (210) 375-1700 Fx. (888) 701-7217	Digitech Computer, Inc 555 Pleasantville Rd. Briarcliff Manor, NY 10510 Marty McNellis Ph. (303) 756-9943 Fx. (303) 692-0674	Diversified Ambulance Billing 4500 Holland Office Park Virginia Beach, VA 23452 Diane L. Vick Ph. (757) 557-0833 Fx. (757) 557-0936
Response 5	Response 6	Response 7	
EMS Consultants, LTD P.O. Box 2584 LaGrange, GA 30241 Richard A. Tibbetts Ph. (706) 845-8786 Fx. (706) 845-0006	Intermedix, Inc 16225 Park Ten Place, Ste 805 Houston, TX 77084 Richard Klemme Ph. (713) 559-4949 Fx. (866) 579-8325	Per Se Technologies 7955 NW 12 Street, Ste 100 Doral, FL 33126 Mauricio Chavez Ph. (305) 229-4302 Fx. (305) 229-4322	

TABULATED BY: T. Jecks, Contracts Analyst

EVALUATION MEETING: May 9, 2006 at 3:30 pm in the Public Safety
Conference Room

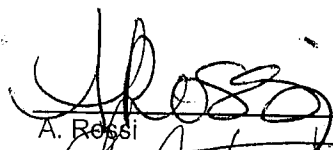
RECOMMENDATION OF AWARD: Advanced Data Processing, Inc.
(posted 5/10/2006)

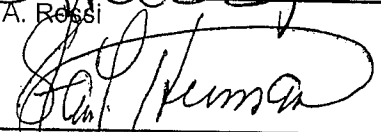
BCC Meeting: 6/13/2006

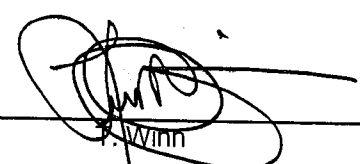
EVALUATION RANKINGS
RFP-0780-06/TRJ - Billing Services for EMS Transport

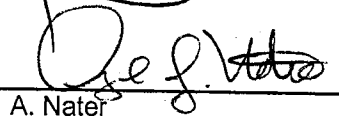
	A. Rossi	S. Human	T. Winn	A. Nater	TOTAL POINTS	RANKING
Advanced Data Processing, Inc	1	1	1	1	4	1
Ambulance Billing Systems, Inc	5	6	4	6	21	5
Digitech Computer, Inc	6	4	4	5	19	4
Diversified Ambulance Billing	2	3	2	3	10	2
EMS Consultants, LTD	7	5	6	4	22	6
Intermedix, Inc	3	7	7	7	24	7
Per-Sé Technologies	4	2	3	2	11	3

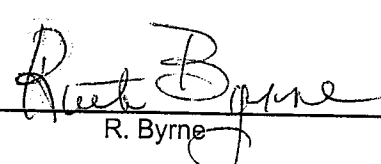
The Evaluation Committee recommends Advanced Data Processing

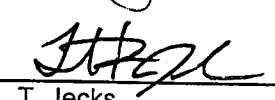

 A. Rossi


 S. Human


 T. Winn


 A. Nater


 R. Byrne


 T. Jecks

Rate Analysis**RFP-0780-06/TRJ - Billing Services for EMS Transport**

	% Rate	Medicare Fee	Score (30)
Advanced Data Processing, Inc	6.25	\$7.50	24.00
Ambulance Billing Systems, Inc	5.00	\$14.00	30.00
Digitech Computer, Inc	7.50	\$9.00	20.00
Diversified Ambulance Billing	6.10	\$11.20	24.59
EMS Consultants, LTD	7.00	\$12.00	21.43
Intermedix, Inc	10.50	\$13.00	14.29
Per-Sé Technologies	5.20	\$7.00	28.85

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Advanced Data Processing, Inc.

QUALIFICATION COMMITTEE MEMBER: Ross

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

Good 90 Collection rate
Excellent Procedures

Score 45
(0-45)

Criteria: Fee Schedule (30%)

6.25% 7.50 Medication
0.75 per patient (think 1080)

Score 24
(0-30)

Criteria: Experience & Qualifications (20%)

1704 Annually
focus on EMS Billing
Very Qualified
Tri County Billing Co.
Hospital Exp.

Score 20
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

Close enough Miami

Score 5
(0-5)

Total Score 94
(0-100)

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Ambulance Billing Systems, Inc.

QUALIFICATION COMMITTEE MEMBER: Rossi

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

Flow Chart Predata Entry
Web base submission Data Entry - changes code as required
Private Pay 4bills
Can take Credit Card Payments
120 days → collections 800 n/lin
Can write custom reports 24 hours Score 30
(0-45)

Criteria: Fee Schedule (30%)

50%
Medicaid
Privacy Notice enclosure
Score 30
(0-30)

Criteria: Experience & Qualifications (20%)

1998 Very Small
Joanne Mirelez, MBA 11/13 Ground & Air
2100 / per month
Trained annual on the PAA Steve McCormick
20 yrs.
State to State no relationship w/
NATHA Amb. Alliance Paul Hospitals
Increased transactions by 1/3 & no personnel
Score 10
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

San Antonio, TX

www.AmbulanceBills.com
www.Optistat.com
www.Sentryfile.com
www.CareImaging.com

Score 0
(0-5)

Total Score 70
(0-100)

5

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Digitech Computer, Inc

QUALIFICATION COMMITTEE MEMBER: (Ross)

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

Proprietary Imaging Software

Wells etc

Score 28
(0-45)

Criteria: Fee Schedule (30%)

7.5

9.00 per Audicael

Score 20
(0-30)

Criteria: Experience & Qualifications (20%)

1984

47 clients

1401
Good

Score 15
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

NY OK
Alinda has but E time zone

Score 5
(0-5)

Total Score 68
(0-100)

6

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Diversified Ambulance Billing

QUALIFICATION COMMITTEE MEMBER: Rossi

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

Policy training Accounts
Language Inter
Data Exchange

Score 43
(0-45)

Criteria: Fee Schedule (30%)

6.15 11.20 1.85
6.90

Score 24.59
(0-30)

Criteria: Experience & Qualifications (20%)

1996 Gary Matthews
Sp. SMS Billing SO client
37M
21M
Outsourcing Solutions
Prospect Hospital Relationship

Score 18
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

VA & Tampa

Score 5
(0-5)

Total Score 90.59
(0-100)

2

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: EMS Consultants, LTD

QUALIFICATION COMMITTEE MEMBER: Koss

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

Total Solution
Reporting Software "ARt"
5K Host 2K Per user
no thank

Score 25
(0-45)

Criteria: Fee Schedule (30%)

Score will be 27.27 if "Option 1" is accepted.

790
12 Per claim

Score 21.43
(0-30)

Criteria: Experience & Qualifications (20%)

1998
Good

Score 15
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

GA

Score 5
(0-5)

Total Score 66.43
(0-100)

7

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Intermedix, Inc.

QUALIFICATION COMMITTEE MEMBER: Rossi

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

full turn key
input into BlueCrossed Triptix
Dont track go rates
Supplied tablet in hand
Not interested in tablet
Score 43
(0-45)

Criteria: Fee Schedule (30%)

10.590
13.00 Medicaid
too high
Score 14.28
(0-30)

Criteria: Experience & Qualifications (20%)

2002
70 Clients 150 Mun
135K
too young
Score 18
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

WATS Pres TX
Score 0
(0-5)

Total Score 75.28
(0-100)

3

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Per-Sé Technologies

QUALIFICATION COMMITTEE MEMBER: ROSSI

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%) - No website to access
reports available through MDIV -

Contract language - 90 day notice
OK

Score 30
(0-45)

Criteria: Fee Schedule (30%)

5.2

#700

Score 28.85
(0-30)

Criteria: Experience & Qualifications (20%) Chavez, Mary Lopez

Focused on improv info mgmt + compliance
oversight? What about references?
large organization possibly to large, Very large Co.
has relationship w/ local host.
Set up electronic data PCR Information
Possible to get lost in large Co.

Score 10
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

Miami

The City of Miami
Indian River City
Flagler City
Manatee City

Score 5
(0-5)

Total Score 73.85
(0-100)

www.peryourhealth.com

4

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Advanced Data Processing, Inc.

QUALIFICATION COMMITTEE MEMBER: Stan Human

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

Current incumbent. Provides all needed and requested
reports as required. Easily read and understood.

Score 45
(0-45)

Criteria: Fee Schedule (30%)

6.25% Large account / Customer base. Several accounts
in Florida. "Large"
7.50 MEDICAID account

Score 24
(0-30)

Criteria: Experience & Qualifications (20%)

Current incumbent. Provided quality service for
last 5 years.

Score 20
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

Self-employed / analog.

Score 5
(0-5)

Total Score 94
(0-100)

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Ambulance Billing Systems, Inc.

QUALIFICATION COMMITTEE MEMBER: Stan Human

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

*No experience with current PCR software.
Highly questionable if all requested spreadsheets
can be produced efficiently.*

Score 30
(0-45)

Criteria: Fee Schedule (30%)

*5%
\$14.00 / hour
Medicaid*
*Small staff #. Small client base as far
as #'s of accounts.*

Score 30
(0-30)

Criteria: Experience & Qualifications (20%)

*Limited experience in billing in district. Small staff.
Small current client base. No experience with current
Division Patient Care Report Vendor.*

Score 10
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

Self-explanatory

Score 0
(0-5)

Total Score 70
(0-100)

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Digitech Computer, Inc

QUALIFICATION COMMITTEE MEMBER: Stan Human

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

Good accountability of sample patient reports.
Appears to have the ability to provide ad-hoc
reports as needed.

Score 40
(0-45)

Criteria: Fee Schedule (30%)

7.6% plus \$9.00 per Medicaid account.

Score 20
(0-30)

Criteria: Experience & Qualifications (20%)

Excellent experience in medical billing. Numerous
senior staff with patient billing history with the
company. No current Fla. clients.

Score 18
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

Self-explanatory

Score 5
(0-5)

Total Score 83
(0-100)

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Diversified Ambulance Billing

QUALIFICATION COMMITTEE MEMBER: Stan Hummer

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

Excellent process/procedures in paper. Will
Require extensive in-house training for switch over.

Score 40
(0-45)

Criteria: Fee Schedule (30%)

6.5%
\$11.20 acct
Excellent collection rate; Florida clients.

Score 24.59
(0-30)

Criteria: Experience & Qualifications (20%)

All senior management personnel are seasoned in
EMS and insurance billing. Company only does
Medical Transport billing.

Score 20
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

Self-administrative

Score 5
(0-5)

Total Score 89.59
(0-100)

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: EMS Consultants, LTD

QUALIFICATION COMMITTEE MEMBER: Stan Humon

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

*Too much involvement of SECS staff in daily
billing process. Company wants their software used
Not feasible at this time.*

Score 35
(0-45)

Criteria: Fee Schedule (30%)

Score will be 27.27 if "Option 1" is accepted.

*7%
1/2 acct Option 1 not feasible at current time.
Current PCR software is sufficient.*

Score 21.43
(0-30)

Criteria: Experience & Qualifications (20%)

*In business since 1988. Not sure if service can
handle. So far EMS billing service. Large client list.*

Score 20
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

Self explanatory

Score 5
(0-5)

Total Score 81.43
(0-100)

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Intermedix, Inc.

QUALIFICATION COMMITTEE MEMBER: Stan Human

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

Will hire additional staff. Does not use Red Alert Software.
Disaster plan is not extensive enough to address our
needs. More of an internal policy.

Score 40
(0-45)

Criteria: Fee Schedule (30%)

Uses a per trip. \$ amount. for collection fee.

Score 14.28
(0-30)

Criteria: Experience & Qualifications (20%)

Inception in July 2002
No F/A. Clients. S.C.F.D. would add 10% workload.

Score 15
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

Self-explanatory

Score 0
(0-5)

Total Score 69.28
(0-100)

10.5%
13/acc.

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Per-Sé Technologies

QUALIFICATION COMMITTEE MEMBER: Stan Human

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

Good Director / m. SC&S gives up too much
control and autonomy with the RFP.

Score 40
(0-45)

Criteria: Fee Schedule (30%)

5.28%
7/ Acct.

Score 28.85
(0-30)

Criteria: Experience & Qualifications (20%)

Not just an EMS billing agency. Clients also
include Hospitals, Doctors, Pharmacies, etc.

Score 18
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

Self-explanatory

Score 5
(0-5)

Total Score 91.85
(0-100)

①

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Advanced Data Processing, Inc.

QUALIFICATION COMMITTEE MEMBER: Terry Wirt

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

computer - e currently is doing

Score 40
(0-45)

Criteria: Fee Schedule (30%)

6.25%
7.50 MCR
0.75 PR

Score 24
(0-30)

Criteria: Experience & Qualifications (20%)

25 years
current relationship
↑ Big clients
1

Score 15
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

Miami - based -

Score 5
(0-5)

Total Score 85
(0-100)

2

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Ambulance Billing Systems, Inc.

QUALIFICATION COMMITTEE MEMBER: Terry Winn

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

This software required
flex scanning software required

Score 10
(0-45)

Criteria: Fee Schedule (30%)

5%
1/4 mcd
provid

Score 30
(0-30)

Criteria: Experience & Qualifications (20%)

7 yrs

Score 10
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

NO - TX
NO FL clients

collection after 120 days

Score 0
(0-5)

Total Score 50
(0-100)

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Digitech Computer, Inc

QUALIFICATION COMMITTEE MEMBER: Terry Winn

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

Need to scan PCs to their system
Need their software for units data
18¢ per patient charge

Score 10
(0-45)

Criteria: Fee Schedule (30%)

7.5%
\$9 MCD
pr incl

Score 20
(0-30)

Criteria: Experience & Qualifications (20%)

47 charts 140 million
1984

Score 15
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

New York
NO FL charts

Score 5
(0-5)

Total Score 50
(0-100)

(4)

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Diversified Ambulance Billing

QUALIFICATION COMMITTEE MEMBER: Terry Winn

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

Own process - will provide pt data & PCN transfer

120 day late - collection

Score 30
(0-45)

Criteria: Fee Schedule (30%)

6.5 3yr 6% renewal
11.20 MLD
1.5 PR

Score 24.59
(0-30)

Criteria: Experience & Qualifications (20%)

1996

Score 11
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

VAE Tampa office
4 FL clients \$121 million

3rd party report software required
Louiebot recommended

Score 5
(0-5)

Total Score 74.59
(0-100)

5

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: EMS Consultants, LTD

QUALIFICATION COMMITTEE MEMBER: Terry Winn

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

use their system to transmit PCR –
in units – purchase easy training software
they do own collection –

Score 5
(0-45)

Criteria: Fee Schedule (30%)

Score will be 27.27 if "Option 1" is accepted.

7⁸⁰
12⁰⁰
PCR ?

Score 21.43
(0-30)

Criteria: Experience & Qualifications (20%)

19+ Y
2 FL charts
small billing ops –

Score 10
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

Ca –

we print & mail
process doesn't match RFP
only 2 phone lines
5 mo bill cycle
Assist w/ national accreditation
install their software every
vehicle & office

Score 5
(0-5)

Total Score 41.43
(0-100)

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Intermedix, Inc.

QUALIFICATION COMMITTEE MEMBER: Terry Winn

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

own own rpt software
data → vendor
handle all mes records requests

Score 5
(0-45)

Criteria: Fee Schedule (30%)

10.5
\$13.00 mes
pr?

Score 14.28
(0-30)

Criteria: Experience & Qualifications (20%)

2002
70 clients

Score 5
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

TX
NO FL clients

negate map face sheets
120 day work max -
weekly reports
process doesn't match AFP

Score 0
(0-5)

Total Score 24.25
(0-100)

7
RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division

SUBMITTAL COMPANY NAME: Per-Sé Technologies

QUALIFICATION COMMITTEE MEMBER: Terry Win

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

we have no control - have to use their process -
their data interface
no dedicated Liaison

Score 5
(0-45)

Criteria: Fee Schedule (30%)

5,20%
\$17
no pr quote

Score 28.85
(0-30)

Criteria: Experience & Qualifications (20%)

Big - lots of "other" clients
5 large FL FDS
25 yrs

Score 20
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

Ga & Miami

Contract 1 yr renewal
Local bus req.
auditors not allowed

Score 5
(0-5)

* CAN change fee c 90 day notice
termination clause unacceptable

Total Score 53.85
(0-100)

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Advanced Data Processing, Inc.

QUALIFICATION COMMITTEE MEMBER: Angel J. Nater

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

STRENGTH - WILL ALLOW FOR CONTINUITY OF CURRENT PROCESSES
- HAS REDUCED CURRENT FEE % FROM .08 TO .625 %
- SUCCESSFULLY INCREASED COLLECTIONS OVER
PREVIOUS VENDOR. EXISTING INTERFACE & RED ALERT.

Score 40
(0-45)

Criteria: Fee Schedule (30%)

6.25 % FEE
\$ 7.50 - MEDICAID
\$.75 - HIPAA

Score 24
(0-30)

Criteria: Experience & Qualifications (20%)

OVER 25 YEARS EXPERIENCE
SERVING SEMINOLE COUNTY & 3 MUNICIPALITIES
SINCE 2001. 48 CLIENTS IN FL, 128 CLIENTS
IN 15 STATES

Score 20
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

(+) OFFICE LOCATED IN MIAMI

Score 5
(0-5)

Total Score 89
(0-100)

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Ambulance Billing Systems, Inc.

QUALIFICATION COMMITTEE MEMBER: ANGELO J. NATEL

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

- ① DID NOT ANSWER SUMMARY OF LITIGATION ACCURATELY
- ① CURRENT WORKLOAD OF 2,100 (SMALL OPERATION)
- ① REQUIRED CHANGE TO THEIR EMS REPORT.
- ① DOES NOT ADDRESS INTERFACING & REALTIME.

Score 15
(0-45)

Criteria: Fee Schedule (30%)

- ② 5% FEE
- ② \$14 PER MEDICATION

Score 30
(0-30)

Criteria: Experience & Qualifications (20%)

- ④ ESTABLISHED IN 1998. = 7-8 YEARS EXPER.
- ④ PRESIDENT/CEO CLAIMS 20 YEAR EXPERIENCE, ~~PER~~ INCLUDING ACCOUNTS RECEIVABLE FOR AMR & COO FOR SMALL BILLING CO. (ALEXANDER).
- ① MOST CURRENT CLIENTS ARE SMALL PROVIDERS

Score 10
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

- ① LOCATED IN SAN ANTONIO, TEXAS.

Score 0
(0-5)

Total Score 55
(0-100)

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Digitech Computer, Inc

QUALIFICATION COMMITTEE MEMBER: ANGEL J. NATEL

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

- ⊖ DOES NOT ADDRESS INTERFACING & RED ALERT
- ⊖ WOULD REQUIRE SWITCHING TO NEW EMS REPORT WRITING DATABASE - INHABITREND.
- ⊕ UNDERGOES AUDITING & PWU

Score 20
(0-45)

Criteria: Fee Schedule (30%)

7.50 % - FEE
\$ 0.00 - MEDICARD.

Score 20
(0-30)

Criteria: Experience & Qualifications (20%)

- ⊕ PRINCIPALS ARE VERY EXPERIENCED
- ⊖ 47 CLIENTS - DOES NOT ADDRESS MONTHLY VOLUME
- ⊕ ESTABLISHED IN 1984, BEGAN BILLING IN 1994 ~ 12 YRS

Score 15
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

LOCATED IN NEW YORK

Score 5
(0-5)

Total Score 60
(0-100)

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Diversified Ambulance Billing

QUALIFICATION COMMITTEE MEMBER: ANGEL J. WATER

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

- ④ WOULD ADD 6 ADDITIONAL FEES TO TAMPA OFFICE
- ④ IMPRESSIVE COLLECTION RATES & FLORIDA AGENCIES
- ④ DOES NOT ADDRESS HOW THEY PLAN TO INTERFACE 2 RED ALERT
- ④ OFFERING TRAINING FOR BILLING & BUS PERSONNEL

Score 30
(0-45)

Criteria: Fee Schedule (30%)

6.5% 1ST YR, 6% 2ND YR - FEE
\$11.20 MEDICAID

Score 24.59
(0-30)

Criteria: Experience & Qualifications (20%)

- ④ SERVES 4 FL. EMS AGENCIES & APPROX. 25,419/YR OR 3,785/mo.
- ④ 50 CLIENTS IN 4 STATES. HUSBANDSON Co - 5 YRS & NATURE COAST - 6 mo.
- ④ ESTABLISHED IN 4/96 = 10 YEARS
- ④ BILLING FOR AMR

Score 12
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

- ④ OFFICE LOCATED IN VIRGINIA & TAMPA

Score 5
(0-5)

Total Score 71.59
(0-100)

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: EMS Consultants, LTD

QUALIFICATION COMMITTEE MEMBER: _____

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

- ⊕ WILL ADD 2 FTEs
⊖ DOES NOT ADDRESS INTERFACING E RED ALERT.
⊖ REQUIRES SWITCHING TO THEIR AUTOMATED RUN TRACKING (ART) SOFTWARE

Score 25
(0-45)

Criteria: Fee Schedule (30%)

Score will be 27.27 if "Option 1" is accepted.

OPTION #1	5.5%	FEE	\$10	MEDICAID
OPTION #2	7%	FEE	\$12	MEDICAID

Score 21.43
(0-30)

Criteria: Experience & Qualifications (20%)

- ⊕ ESTABLISHED IN 1988 ^{or 89} = 12 YEARS
⊕ 26 CLIENTS IN FL., 211 CLIENTS IN 11 STATES / INCO CASSELBERRY
⊕ PRINCIPALS ARE EXPERIENCED IN MEDICARE, MEDICAID & LAW.

Score 20
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

LOCATED IN LAGRANGE, GA.

Score 5
(0-5)

Total Score 71.43 ^{OR}
(0-100) 77.27

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Intermedix, Inc.

QUALIFICATION COMMITTEE MEMBER: ANGEL J. NATER

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

⓪ DOES NOT ADDRESS INTERFACE E RED ALERT
⓪ REQUIRES SWITCHING TO TRIPTIK
⓪ ONLY COLLECTED 27%

Score 15
(0-45)

Criteria: Fee Schedule (30%)

10.5%
\$13 - MEDICARD

Score 14.28
(0-30)

Criteria: Experience & Qualifications (20%)

⓪ DOES NOT INDICATE % OF COLLECTION RATES
⓪ CURRENT WORKLOAD: 70 CLIENTS IN 2 STATES + 114,000/YR on 9,500/mo
⓪ ESTABLISHED IN 1995 = 11 YEARS
⓪ CLIENTS IN FL.

Score 12
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

NOT LOCATED IN FLORIDA OR EASTERN TIME ZONE
LOCATED IN HOUSTON, TX

Score 0
(0-5)

Total Score 41.28
(0-100)

**RFP-0780-06/TRJ – Billing Services for EMS Transport – Seminole County
EMS / Fire / Rescue Division**

SUBMITTAL COMPANY NAME: Per-Sé Technologies

QUALIFICATION COMMITTEE MEMBER: ANGEL J. NATER

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Processes & Procedures (45%)

④ EXPERIENCE INTERFACING & DOCUMENTED AND EMS SOFTWARE
⑤ DID NOT IDENTIFY HOW MANY FEES WOULD BE ADDED.
62% GROSS COLLECTION RATE
⑤ ~~HAS~~ PENDING LITIGATION
MAY HAVE

Score 35
(0-45)

Criteria: Fee Schedule (30%)

5.20 % - FEE
\$ 7.00 MEDICARE

Score 28.85
(0-30)

Criteria: Experience & Qualifications (20%)

OVER 25 YEARS IN BILLING & AR
④ PUBLICLY TRADED ON THE NASDAQ
⑤ 115K PHYSICIANS, 50K PHARMACIES, 3K HOSP & HMO - TOO DIVERSE

Score 18
(0-20)

Criteria: Located in FL or Eastern Time Zone (5%)

④ LOCATED IN MIAMI, FL.
160 OFFICES IN THE U.S.

Score 5
(0-5)

Total Score 86.85
(0-100)

BILLING SERVICES AGREEMENT (RFP-0780-06/TRJ)
EMERGENCY MEDICAL SERVICES TRANSPORT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **ADVANCED DATA PROCESSING, INC.**, duly authorized to conduct business in the State of Florida, whose address is 500 N.W. 165th Street, Suite 102, Miami, Florida 33169, hereinafter called the "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide billing services for emergency medical services transport in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to furnish services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by the CONTRACTOR under this Agreement shall be in the form of written Notice to Proceed issued and executed by the COUNTY.

SECTION 3. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement as follows: Compensation shall be an incentive fee (percentage of collected amount of 6.25%. Monthly contingency of all monies collected in the previous month (excluding Medicaid accounts) plus a \$7.50 flat fee per account for collecting of all Medicaid accounts, taking into consideration that Florida Statutes prohibit charging on the basis of receivables for billing of Medicaid accounts.

(b) Payments shall be made to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR'S invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

SECTION 4. BILLING AND PAYMENT.

(a) CONTRACTOR shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONTRACTOR for all services performed by the CONTRACTOR during that month and for which the COUNTY is billed and the name of the individual performing each service;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and

(5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Public Safety Department / EMS Fire Rescue
150 Bush Loop, Suite 2-138
Sanford, FL 32773

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR'S office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 6. RESPONSIBILITY OF CONTRACTOR.

(a) CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of all reports and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONTRACTOR'S performance of any of the services furnished under this Agreement.

SECTION 7. OWNERSHIP OF DOCUMENTS. All deliverable reference data, survey data, plans and reports that result from the CONTRACTOR'S services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONTRACTOR. No changes or revisions to the documents furnished by CONTRACTOR shall be made by COUNTY or its agents without the written approval of CONTRACTOR.

SECTION 8. TERM. This Agreement shall take effect on November 20, 2006 and shall remain in effect for a period of three (3) years and, at the option of the parties, may be renewed for two (2) additional one (1) year periods.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill CONTRACTOR'S Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination. CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be

beyond the control and without the fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 11. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this

provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 13. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 14. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONTRACTOR, whether caused by the CONTRACTOR or otherwise.

SECTION 15. INSURANCE.

(a) General. The CONTRACTOR shall at the CONTRACTOR'S own cost, procure the insurance required under this Section.

(1) The CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial

General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility for performance of any obligation including CONTRACTOR'S indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth

in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR'S insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The CONTRACTOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all

claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 16. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 17. REPRESENTATIVE OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon

request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 20. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONTRACTOR including its officers,

employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 21. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 22. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 23. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 24. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Public Safety Department / EMS Fire Rescue
150 Bush Loop, Suite 2-138
Sanford, FL 32773

For CONTRACTOR:

Advanced Data Processing, Inc.
500 N.W. 165th Street, Suite 102
Miami, FL 33169

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 27. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of

this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

ADVANCED DATA PROCESSING, INC.

Secretary

By: _____
WILLIAM J. DEZONIA, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

County Attorney
AC/lpk
5/23/06
rfp-0780

Attachments:

Exhibit "A" - Scope of Services
Exhibit "B" - Rate Schedule

EXHIBIT A

AMBULANCE BILLING SERVICES FOR THE SEMINOLE COUNTY EMS/FIRE/RESCUE DIVISION

SCOPE OF SERVICES

2006

Seminole County, Florida (County) desires to enter into a contract with an experienced and qualified firm (Agency) to:

1. Provide billing services for Emergency Medical Services transport, as required on a case by case basis, with an emphasis on an accelerated turnaround between services provided and payments received. The monthly invoice should show gross collections, patient refunds, Medicaid collections, net collections, Medicaid transports, Privacy Notice Mailing fee and Agency invoice amount.
2. Provide reasonably necessary training to appropriate County EMS/Fire/Rescue personnel regarding the gathering of necessary information and proper completion of run tickets. The Agency will work with the County's Collection Company for delinquent accounts.
3. Provide prompt submission of Medicare, Medicaid, and insurance claims within ten (10) business days after receiving the completed patient billing information, which shall be the Agency's notice to commence the billing/collection service. Ability to receive the County's transport records file digitally. The receipt of the digital transport records will meet with the County's file layout criteria. (Reference Attachment B). Secondary insurance provider claims shall be submitted within ten (10) business days after the primary insurance provider has paid, this process should also include Medicare secondary. Agency shall follow-up promptly on rejected and inactive claims and establish payer remittance accounts and procedures. If there is no response from insurance companies within 45 days claims will be resubmitted.
4. Reconcile the number of transports collected with those transmitted to the Agency. The Agency shall contact EMS/Fire/Rescue within twenty-four (24) hours of receipt to report any discrepancies.
5. Agency shall provide a designated liaison for patient/payer concerns.
6. Provide all customer-related inquiry services and prepare additional third party claims based on this information exchange. Provide a toll-free telephone number and secure web site address for customer access.
7. Implement a collection system involving a minimum of six (6) invoices, which will include an initial statement to all transported patients. Establish a follow-up campaign of up to twenty-four (24) telephone attempts to collect all private pay accounts with outstanding balances, including required co-payments and deductibles assessed by Medicare, Medicaid, HMO's or private insurance. Records of telephone calls and contacts shall be maintained and available to

the County via on-line access to the Agency's database. Any payment on an account shall reset this cycle. Returned mail accounts are exempt from the above-required subsequent mailings. The County reserves the right to approve the invoice format. The invoice will contain a statement in Spanish to call the toll-free telephone number for assistance.

8. Agency shall utilize the approved hospital medical record identifier number (MRI#) to contact the hospital in retrieving patient information that was not available during transport. It will be the responsibility of the agency to contact the receiving facility for additional insurance information.
9. Agency will provide skip tracing through a nationally recognized change of address system, example would be Accurant or similar agency. A credit information resource will be used to determine returned mail corrections and Agency will resubmit statement to patient with corrected address.
10. Attempt to collect all balances due for services rendered as well as attempt to assess patient's ability to repay the debt, and if necessary, extend time payments, all subject to such policy guidelines as the County may establish.
11. Process requests for refunds through County on a monthly basis and provide EMS/Fire/Rescue Division with documentation of each refund processed.
12. Provide to EMS/Fire/Rescue Division all unpaid invoices along with the complete processing history once collection efforts are exhausted. Should the agreement be terminated for any reason, the Agency shall turn over all existing information in its possession concerning existing unpaid accounts. Such information shall be transmitted by an electronic medium reasonably acceptable to EMS/Fire/Rescue.
13. The Agency shall provide sufficient bi-lingual personnel to process all billing/run tickets in a timely, efficient and effective manner and shall respond promptly to the County and patients on requests for information or records.
14. Agency will be HIPAA compliant with all their federal standards and will provide their policy upon request. **The Agency will be willing to sign the HIPAA Business Associate Agreement** (Reference Attachment C) regarding the use of any confidential records of care or treatment of patients solely for the purpose of processing and collecting claims and shall not release any such information in any legal action, business dispute or competitive bidding process other than disputes with the County over billing services.
15. Any procedures described in this scope of services represents a minimum effort required by the Agency and shall not limit the Agency's use of its proprietary accounts receivable and billing and collections systems, including modifications as required by major provider groups, or its usual and customary practices. The successful collection rate will be calculated on a monthly basis and reflect the percentage based upon what is billed versus what is actually collected before any other action is taken on the account, not

including any reduction or write-off for uncollectible Medicare or Medicaid payments. The Agency will use its "best efforts" to ensure that the annual collection rate does not fall below an annual 65% minimum. If the annual collection rate falls below 65%, the County will require the Agency to provide justification or corrective action.

16. The following monthly reports shall be prepared by the Agency and submitted to the County (Reference Attachment A):

Reports:

- Transport Charges & Collections
- Billing & Collection Summary
- Ambulance Payment
- Ambulance New Patient Billing
- Ambulance Unit Report
- Collection by Financial Class
- Report of Accounts Receivable
- Ambulance Billing Adjustments – Write Offs – Reversals
- Accounts Receivable for Collections
- Audit Report of Accounts Changed
- Insurance Denial
- Revenue Per Transport Report
- Revenue Report

17. The County requires on-line read-only and printable access to the Agency's patient billing database, which will include the ability to select by account number or by last name index. The database access will include the following patient information:

- Incident location and unit ID
- Patient contact information
- Date of Service
- Transport mileage
- Transport rate & mileage charge
- Number of mailings
- Patient message screen with dates and descriptions of mailings, communication with patient, insurance company, attorneys, etc.
- Payment screen showing adjustments, payment type, payer name, check number, date received, amount of payment and balance due

18. In the case of any untimely claims refusal of payment from an insurance company for which the Agency is responsible, the amount of the transport charge will be credited to the patient's account and deducted from the calculation of the County's monthly invoice.

19. In case of a catastrophic event a toll-free telephone number will be available for patient access within 24 hours. The Agency will provide the County with a copy of the Agency's Disaster Plan.

20. Agency will attend at least one meeting annually with the County at a mutually agreed upon specified location.
21. Agency will be responsible for tracking the Medicare and Medicaid renewal dates and application forms for the County.

Seminole County EMS/Fire/Rescue Division RFP Billing Summary

For the fiscal year October 2004 – September 2005, the transport net charges were @ \$3,700,000 and net revenue was @ \$2,700,000 with an additional \$70,000 in revenue from collection accounts.

The billing collection rate for that fiscal year was 72%.

The demographics of the 2004/2005 fiscal year collections were:

- 40% Insurance
- 47% Medicare
- 7% Medicaid
- 6% Self Pay

The current fee schedule for our EMS transports range from \$287 to \$493, depending on the level of service with an additional \$6.05 per loaded mile.

- BLS – Emergency \$287.31
- ALS1 – Emergency \$341.18
- ALS2 \$493.81

ATTACHMENT A

Brief description of monthly reports to be prepared and submitted:

1. Transport Charges & Collections:

Report should include the monthly transport gross charges, adjustments, net charges, receipts (based on transport date), net balance, gross % of collections, net % of collections and the % of paying patients. This should include a line of all the data from the first billing month and year to the present. Totals should be on each column.

2. Billing & Collection Summary:

Report should show by month/year total gross billing, adjustments, collections by month, collections to-date. Totals should be on each column.

3. Ambulance Payment Report:

Report should list patient number, patient name, address, check number, check amount, payment type (self-pay, Insurance, Medicare, Medicaid), payer if other than patient. It should subtotal for each transport deposit date with the batch number and total amount of deposit. Totals for check amount column and each of the payment types broken out separately and adjustments.

4. Ambulance New Patient Billing Report:

Report should include the following data for new patients transported during that month. Patient number, patient name, incident date, base amount, mileage amount, total billed and level of service. Totals on number of new accounts, base amount, mileage amount and totals by each level of service.

5. Ambulance Unit Report:

Report should include ambulance unit number with its number of calls and gross billed for that month. Total on number of calls and gross billed.

6. Collection by Financial Class Report:

Report should show by month/year and each payment type (Self Pay, Insurance, Medicare, Medicaid). It should include amount billed, amount collected, % collected, number of accounts and gross billed for each month. Totals for each payment type and % collected.

7. Report of Accounts Receivable:

Report should show by year to date, the gross amount billed, less removed accounts, less payments, less adjustments, less reversals and the accounts receivable balance. These figures are shown by dollar amount and number of accounts.

8. Ambulance Billing Adjustments / Write Offs / Reversals Report:

Report should include patient number, patient name, incident date, adjustment amount and adjustment type. Total of adjustment amount and number of adjustments should also be on this report.

9. Accounts Receivable for Collections Report:

This report should show patient number, patient name, patient address, zip code, incident date, amount billed, amount paid, adjustments, balance. Totals by gross billed, less payments, less adjustments, balance of accounts receivable.

10. Audit Report of Changed Accounts:

Report should show account number, account name, level of service change, date changed, from base amount, to base amount.

11. Insurance Denial Report:

Report should show account number, account name, incident date, incident amount, insurance carrier, condition code, reason for denial.

12. Revenue per Transport Report:

Report should show the total dollar amount of payments received for a transport month divided by the number of transports for a month and listed by month and year.

13. Revenue Report:

Report should show by month/year gross charges, adjustments, net charges, receipts (based on deposit date), % collected.

ATTACHMENT B

Fixed Length Billing Extract Format-Existing

Phase	N/A			Date	08/04/05
Author		Document ID	Fixed Length Billing Extract Format-Existing.doc	Version	2

Introduction:

This document details the fixed length billing extract format that will be utilized to transmit incident information electronically to ADPI. If a field is not required, or not needed, the designated locations for that field may be left blank. Numeric formats are right justified and alpha formats are left justified.

Record 1: Patient, Insurance, and Level of Service Information

431 characters, 1 record per incident/account.

1	RECOD	Record Code	Y	A	1	Record Code = 1
2-11	ACTNR	Incident Number	Y	N	10	Last 6 positions are taken for the account number and last 2 positions for # of patients
12-41	ANAME	Patient Name	N	A	30	John Smith
42-61	LINE2	Patient Address	N	A	20	First 20 characters
62-81	LINE3	Patient Address	N	A	20	Utilize if more than 20 characters
82-101	LINE4	Patient City and State	N	A	20	"City, State"
102-106	ZIPCD	Patient Zip Code	N	N	5	
107-116	PHONE	Patient Phone #	N	A	10	No separators
117-124	IDATE	Incident Date	Y	N	8	MMDDYYYY
125-136	UNIT	Unit Number	N	A	12	
137-144	VDOB	Patient DOB	N	A	8	MMDDYYYY
145	VSEX	Patient Sex	Y	A	1	M = Male F = Female
146-154	SSNR	Patient Social Sec #	N	N	9	No separators
155-189	IADDR	Incident Address	N	A	35	
190	BLS/ALS	Transport Service Level	Y	A	1	B = BLS A = ALS T = TWT A = Airplane H = Helicopter S = Standby/Event
191-195	HOSP#	Destination ID	Y	A	5	Receive unique destination #s from ADPI
196-215	HOSP NAME	Destination Name	N	A	20	
216	OXYFLG	Oxygen Used?	Y	A	1	Y/N. Default to N if not charging for oxygen.

Fixed Length Billing Extract Format-Existing

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217-221	MIMILE	Total Mileage	Y	N	5.1	9999.9
222-231	BPHONE	Patient Business Phone	N	A	10	No separators
232-236	START	Start Time	N	A	5	Time on scene. Example, 0121P or 0250A
237-241	STOP	Stop Time	N	A	5	Example 0121P or 0250A
242	HELICOP	Air Transport?	Y	A	1	Y/N. Default to N if not providing air transport services.
243	SPECHDLG	Special Handling?	N	A	1	This is an open field that can be utilized to meet client unique needs, such as ALS/BLS identifiers for TWT.
244-255	MEDICARE	Medicare ID	N	A	12	No separators
256-267	MEDICAID	Medicaid ID	N	A	12	No separators
268-287	INSNAME1	Patient Insurance #1 Name	N	A	20	
288-302	INSID1	Patient Insurance #1 Policy #	N	A	15	No separators
303-322	INSNAME2	Patient Insurance #2 Name	N	A	20	
323-337	INSID2	Patient Insurance #2 Policy #	N	A	15	No separators
338	WRKAUT	Work or Auto Related Injury Flag	Y	A	1	W = Work A = Auto N = None
339-343	PICKUPZIP	Pick-up Zip Code	Y	N	5	
344	ALS+	Advanced Transport Service Level	N	A	1	2 = ALS2 S = SCT
345-349	MILESBYND	Mileage In Excess of First Appropriate Designation	N	N	5.1	9999.9
350	RES	Resident Y/N?	Y	A	1	Y/N. Default to N if not billing differently for residents vs. non-residents.
351	AMBUL	Patient Can Ambulate?	Y	A	1	Y/N
352	ALSASS	ALS Assessment Given?	Y	A	1	Y/N
353	MUTAID	Mutual Aid?	Y	A	1	Y/N. Default to no if not providing assistance to other providers.

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354	SCODE1	Special Code 1	N	A	1	This is an open field that can be utilized to meet client unique needs.
355	INTF	Interfacility?	Y	A	1	Y/N
356	MODCD	Pickup Modifier	N	A	1	<p>E = Residential, Domiciliary, Custodial Facility</p> <p>N = Skilled Nursing Facility</p> <p>H = Hospital</p> <p>I = Site of Transport Between Ambulance Transport (Airport or Helicopter Pad)</p> <p>P = Physician's Office</p> <p>S = Scene of Accident or Acute Event</p> <p>R = Residence</p> <p>D = Diagnostic or Therapeutic Site Other Than "P" or "H"</p> <p>G = Hospital Based Dialysis Facility</p> <p>J = Non-Hospital Based Dialysis Facility</p>
357	MODCD	Destination Modifier	N		1	<p>E = Residential, Domiciliary, Custodial Facility</p> <p>N = Skilled Nursing Facility</p> <p>H = Hospital</p> <p>I = Site of Transport Between Ambulance Transport (Airport or Helicopter Pad)</p> <p>P = Physician's Office</p> <p>S = Scene of Accident or Acute Event</p> <p>R = Residence</p> <p>D = Diagnostic or Therapeutic Site Other Than "P" or "H"</p> <p>G = Hospital Based Dialysis Facility</p> <p>J = Non-Hospital Based Dialysis Facility</p> <p>X = Intermediate Stop In Route to Hospital Destination</p>

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358-359	MODCD	HCPCS Modifier	N	A	2	GM = Group Transport GW = Service not related to hospice patient's terminal condition GY = Not Medically Necessary QL = Death
360	Fee1	Fee1?	N	A	1	Y/N. Each will have a constant and unique supplemental fee tied to it. Default to N if not charging for supplemental fees.
361	Fee2	Fee2?	N	A	1	"
362	Fee3	Fee3?	N	A	1	"
363	Fee4	Fee4?	N	A	1	"
364	Fee5	Fee5?	N	A	1	"
365	Fee6	Fee6?	N	A	1	"
366-371	FeeAmt1	Fee 1 Dollar Amount	N	N	6.2	9999.99
372-377	FeeAmt2	Fee 2 Dollar Amount	N	N	6.2	"
378-383	FeeAmt3	Fee 3 Dollar Amount	N	N	6.2	"
384-389	FeeAmt4	Fee 4 Dollar Amount	N	N	6.2	"
390-395	FeeAmt5	Fee 5 Dollar Amount	N	N	6.2	"
396-401	FeeAmt6	Fee 6 Dollar Amount	N	N	6.2	"
402 - 416	PGroup1	Patient Insurance #1 Group ID	N	A	15	No separators
417 - 431	PGroup2	Patient Insurance #2 Group ID	N	A	15	No separators

Record 2: Impressions Information

291 characters, multiple records per incident/account possible.

1	RECOD	Record Code	Y	A	1	Record Code = 2
2-11	ACTNR	Incident Number	Y	N	10	
12-291	IMPRES	Impressions	N	A	280	

Fixed Length Billing Extract Format-Existing

Phase	N/A			Date	08/04/05
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Record 3: Interventions Information

291 characters, multiple records per incident/account possible.

1	RECOD	Record Code	Y	A	1	Record Code = 3
2-11	ACTNR	Incident Number	Y	N	10	
12-291	INTERV	Interventions	N	A	280	IV, Meds, etc.

Record 4: PCR Narrative

291 characters, multiple records per incident/account possible.

1	RECOD	Record Code	Y	A	1	Record Code = 4
2-11	ACTNR	Incident Number	Y	N	10	
12-291	RUNRPT	Run Report Text/ Narrative	Y	A	280	

Record 5: Charge List

75 characters, multiple records per incident/account possible. Only utilize if submitting itemized charges/supplemental fees.

1	RECOD	Record Code	Y	A	1	Record Code = 5
2-11	ACTNR	Incident Number	Y	N	10	
12-21	CHGCD	Unique Charge ID	Y	A	10	
22-71	CHGDESC	Charge Description	Y	A	50	
72-75	CHGQTY	Quantity Used	Y	N	4	

ATTACHMENT C

Seminole County Business Associate Agreement Between EMS/Fire/Rescue Division and Billing Agency

This Agreement between Seminole County ("EMS/Fire/Rescue Division") and Agency ("Billing Agency") is executed for the purpose of ensuring that Agency carries out its obligations to Seminole County in compliance with the privacy and security 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").

This Agreement encompasses Agency assurance to protect the confidentiality, integrity, and security of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided to Seminole County by Agency representatives, including any such information stored and transmitted electronically, referred to as electronic protected health information ("e-PHI").

Agency agrees that it will:

1. **Not use or further disclose PHI except as permitted under this Agreement or required by law;**
2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
3. To mitigate, to the extent practicable, any harmful effect that is known to the Agency of a use or disclosure of PHI by the Agency in violation of this Agreement.
4. Report to Seminole County any use or disclosure of PHI not provided for by this Agreement of which the Agency becomes aware;
5. Ensure that any agents or subcontractors to whom the Agency provides PHI, or who have access to PHI, such as other consulting companies agree to the same restrictions and conditions that apply to the Agency with respect to such PHI;
6. Make PHI available to Seminole County and to the individual who has a right of access as required under HIPAA within 30 days of the request by Seminole County to the individual;
7. Incorporate any amendments to PHI when notified to do so by Seminole County;
8. Provide an accounting of all uses or disclosures of PHI made by the Agency as required under the HIPAA privacy rule within 60 days;
9. Make its 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 the Agency' and Seminole County compliance with HIPAA; and

10. At the termination of this Agreement, return or destroy all PHI received from, or created or received by the Agency on behalf of Seminole county, and if return is infeasible, the protections of this agreement will extend to such PHI.

The specific uses and disclosures of PHI that may be made by the Agency on behalf of Seminole County include:

1. The review of patient care information providing advice to Seminole County concerning a particular ambulance incident;
2. The review of patient care information and other medical records and submission of that information to carriers, insurers, and other payers with respect to the Agency assisting Seminole County in an insurance or Medicare audit or other similar action;
3. The review of patient care information with respect to providing Seminole County with business and optional advice generally and in the course of performing compliance assessment activities by the Agency;
4. Uses required for the proper management of the Agency as a business associate.
5. Other uses or disclosures of PHI as permitted by HIPAA privacy rule.

The Agency agrees to assume the following obligations regarding electronic Protected Health Information (e-PHI):

1. The Agency agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of Seminole County.
2. The Agency will ensure that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained or transmitted on behalf of Seminole County agrees to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of e-PHI.
3. The Agency agrees to alert Seminole County of any security incident (as defined by the HIPAA Security Rule) which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to Seminole County of any loss of data or other information system compromise as a result of the incident.

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Seminole County, in its sole discretion, if Seminole County determines that the Agency has violated a term or provision of this Agreement pertaining to Seminole County obligations under the HIPAA privacy or security rules, or if the Agency

engages in conduct which would, if committed by Seminole County, would result in a violation of the HIPAA privacy or security rules by Seminole County.

Agreed to this _____ day of _____, 2006.

Seminole County
EMS/Fire/Rescue Division

Agency

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____