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THIS AGREEMENT, made and entered into this ___ day of _____, 2011, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Advanced Data Processing, Inc., a Delaware corporation authorized to transact business in the State of Florida, d/b/a Intermedix, ("Contractor" or "ADPI"), whose address and phone are 6451 N. Federal Hwy, Suite 1000, Fort Lauderdale, FL 33308, Phone: 954-308-8700, Fax: 954-308-8725.

WHEREAS, the City issued Request for Proposal Number 215-10732 ("RFP"), and the Contractor submitted a proposal in response to the RFP; and

WHEREAS, on May 17, 2011, the City Commission of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described in the RFP,

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City EMS Ambulance Billing and Electronic Patient Care Reporting Services (EPCR) in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the RFP and any and all addenda thereto beginning May 18, 2011, and ending May 17, 2014.

2. This contract form G-110 Rev. 01/10, the RFP, any and all addenda to the RFP and the Contractor's response thereto, the Contractor's proposal in response to the RFP, and the SaaS Service & TripTix Subscription Agreement are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

First, this contract form, G-110 Rev. 01/10;

Second, any and all addenda to the City's RFP in reverse chronological order;

Third, the RFP;

Fourth, the Contractor's response to any addendum requiring a response;

Fifth, the Contractor's response to the RFP;

Sixth, the SaaS Service & TripTix Subscription Agreement.

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the RFP and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the RFP the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

5. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

6. Contractor shall direct all invoices in duplicate for payment to Finance - Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.

7. The rates established in this Contract shall not become effective until:

(a) ADPI has provided, to the City's satisfaction, all software, hardware, and training, all of which shall be provided no later than July 31, 2011; and

(b) "TripTix" is in place and the first file is transmitted.

8. The rates set forth in Contract No. 162-9503 between ADPI and the City ("Previous Agreement") will continue to be assessed on all MedUSA generated files pursuant to the Previous Agreement.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
Director of Procurement Services

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST:

[Signature]
Print Name: Brad Williams
Secretary

CONTRACTOR

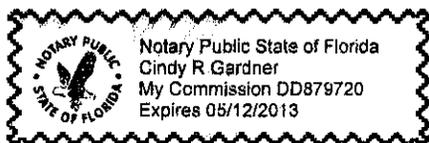
By: [Signature]
President - Doug Shamon

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20 day of May 2011, by Doug Shamon as president for Advanced Data Processing, Inc., a Delaware corporation authorized to transact business in the State of Florida, d/b/a Intermedix.

(SEAL)



[Signature]
(Signature of Notary Public - State of Florida)

Cindy R. Gardner
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

**Addendum to Service Agreement
Between the City of Fort Lauderdale and
Advanced Data Processing, Inc.
(SaaS Service & TripTix Subscription Agreement)**

This Addendum to the Agreement (the "Addendum") hereby sets forth terms and conditions that apply only to the SaaS Service and TripTix Product and Product Units listed in this Addendum. To the extent the terms and conditions of the Agreement are in conflict with this Addendum, the terms of this Addendum shall control. Where not different or in conflict with the terms, conditions and definitions of this Addendum, all applicable terms, conditions, and definitions set forth in the Agreement are incorporated within this Addendum as if set forth herein. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Agreement.

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

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

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

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein and for other good and valuable consideration the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

Definitions. For purposes of this Addendum, the following definitions shall apply:

"Addendum Effective Date" shall mean the date on which the last party to this Addendum executed it.

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

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

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

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

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

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

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

"Users" shall mean: (i) any employees, agents or contractors of CITY and (ii) any medical professional who is authorized to perform medical services for CITY in the area in which CITY operates its emergency medical services as of the Addendum Effective Date.

PRICE AND PAYMENT

Adjustment to Rates of Compensation under the Agreement. The compensation due and owing Intermedix by CITY shall be as described in Schedule 2.03 of this Addendum during the TripTix Term. Additionally, in the event that CITY terminates this Addendum during the period eighteen months following the Addendum Effective Date, it shall pay an early termination fee as set out on Schedule 2.01 hereto.

Product Fees. CITY shall make the following payments in accordance with the RFP and Intermedix's response to the RFP:

- (i) One and eighty-four one-hundredths percent (1.84%) of all Net Collections for use of Intermedix provided field data capturing and reporting system consisting of Fifteen (15) Product Units and Two (2) spare Product Units; and
- (ii) **Ninety-six one-thousandths percent (0.096%) of all Net Collections** for use of each additional Intermedix provided field data capturing and reporting system Product Unit; and
- (iii) all Third-Party Intellectual Property Royalty Payments as further set out on Schedule 2.02 hereto.

RIGHT TO USE PRODUCT AND PROPRIETARY RIGHTS

Right to Use. Commencing on the Agreement Effective Date and subject to the terms and conditions of this Addendum, Intermedix grants CITY and the CITY's Users a non-exclusive, nontransferable

right to use the Product during the TripTix Term. This right to use the Product during the TripTix Term does not constitute a sale of the Product or any portion or piece thereof.

Delivery and Acceptance. Intermedix will deliver to CITY the Product at mutually agreeable times after or simultaneously with the Addendum Effective Date.

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

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

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

PRODUCT UNITS

Generally. CITY and Intermedix understand and agree that Intermedix shall make available one or more Product Units. CITY understands and acknowledges that any of the aforementioned Product Units provided by Intermedix will be subject to the additional fee described in the "Price and Payment" Section of this Addendum. Also, in connection with the potential provision of such Product Units, CITY agrees:

CITY will be responsible for any loss or damage to such Product Units. CITY agrees to pay: (i) the cost

of repairs in excess of manufacturer extended warranty of any such Product Unit provided to it or (ii), if the Product Unit is irreparable, lost or stolen, for the replacement cost of the Product Unit. CITY is responsible for repair or replacement costs not covered by extended warranty provided by Intermedix. CITY agrees that CITY may obtain insurance for such devices provided that Intermedix is named as a beneficiary under such insurance. Intermedix will use commercially reasonable efforts to provide CITY with a replacement Product Unit within one business day following the business day on which the request is made.

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

CITY may be required to enter into additional agreements, subject to CITY's approval, with the makers of third-party devices (monitors, scanners, EKG machines, etc.) with respect to the transmission of information between the third party device and the Product Unit. CITY understands and agrees that Intermedix may not be able to provide Product Units unless and until agreements are entered into with the third-party manufacturers of such third party devices. CITY understands and agrees that its failure to enter into or reach agreements with such third-parties (and any and all consequences of such failure) shall not be deemed to be a default of Intermedix under this Agreement or any other arrangement between CITY and Intermedix. CITY further understands and agrees that the failure to enter into such agreements with these third parties may hinder CITY's use of certain software features that might otherwise be available to it (for instance, a direct data connection between a third party device and the Product Unit).

In the event new or different medical or other equipment becomes necessary to communicate with the Product Unit, CITY understands and agrees that such new or different medical or other equipment would be obtained at CITY's sole cost and expense.

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

Except as prohibited by the Florida Constitution or by the laws of the State of Florida, and subject to the limitations contained in Section 768.28, Florida Statutes (2010) as amended or revised, the City agrees to hold harmless the Contractor against a judgment entered by a court of competent jurisdiction in the State of Florida against the Contractor for damages or injuries caused by the City's negligence in the City's use of the Product. The foregoing sentence does not serve as a waiver of the City's sovereign immunity or of any other legal defense available to the City.

TERM AND TERMINATION

Generally. The term of this Addendum shall begin on the Addendum Effective Date and shall continue the termination or expiration of the Agreement, unless terminated as provided below (the "TripTix Term").

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

Termination of the Addendum.

If Intermedix fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from CITY specifying the nature and extent of the failure to materially perform such obligation, CITY shall have the right to terminate this Addendum upon the expiration of said thirty (30) calendar day period, without any obligation to pay any early termination payment outlined in Schedule 2.01.

If CITY fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, Intermedix shall have the right to terminate this Addendum upon the expiration of said thirty (30) calendar day period, and any early termination payment outlined in Schedule 2.01 shall be immediately due and payable.

CITY may terminate this Addendum (but not the Agreement) at any time for convenience by-- providing thirty (30) days prior written notice to Intermedix, and making payment in full of the required early termination payment disclosed on Schedule 2.01 with respect to each Product Unit delivered pursuant to this Addendum, which shall be immediately due and payable as of the date of such written notice of termination. As of the effective date of such termination, except as otherwise provided by Florida law, CITY shall return all Product Units to Intermedix and shall have no further right to access the Product provided hereunder.

Intermedix may terminate this Addendum without cause upon six (6) months prior written notice to CITY.

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

LIMITED WARRANTY AND DISCLAIMER

Product Warranty. Intermedix warrants that each Product Unit delivered to CITY will be free from material defects upon delivery and afterward for the term of the Agreement pursuant to Intermedix's general warranties as described below:

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

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

Exclusive Remedy. For any breach of the warranties set forth herein, Intermedix, shall, following written notice thereof by CITY, use diligent efforts, at Intermedix's sole expense, promptly to repair or replace the nonconforming Product or Product Unit. This is Intermedix's sole and exclusive liability, and CITY's sole and exclusive remedy, for the breach of the above warranties. Intermedix shall have no obligation to replace any defective Product Unit which is not returned to Intermedix within ten (10) days following detection of failure or, which has failed because of accident, abuse or misapplication.

SAAS SERVICE

RIGHT TO USE AND RESTRICTIONS.

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

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

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

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

Limitation of Access to SaaS Service. CITY's right to access and use the SaaS Service will vary depending upon the scope of the Services being provided by Intermedix. For example and hypothetically; if Intermedix is responsible for inputting CITY's data, CITY's access to the SaaS Service would not include the ability to input, delete, or otherwise change such data. Moreover, access to data shall be limited to the employees, representatives and agents of Intermedix and the authorized Users (as defined below) of CITY. A complete and signed access form, subject to the CITY's approval, for each of CITY's Users authorized to access the SaaS Services must be submitted to and approved by Intermedix. "User" means with respect to the SaaS Service or any other Intermedix product identified

in an Exhibit: (i) any employee of CITY or (ii) any medical professional who is authorized to perform medical services for CITY within the applicable CITY territory or jurisdiction as of the Effective Date. Except as otherwise provided by Florida law, CITY shall not permit the access or use of the SaaS Service by a third party, other than CITY's Users who have complied with the terms and conditions of this Agreement, whether to provide services for CITY or otherwise, without Intermedix's prior written consent.

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

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

Third Party Software. The SaaS Service may incorporate software under a license to Intermedix from a third party ("Third Party Software"). If the licensor of any Third Party Software requires CITY's agreement to the terms and conditions of such use through an End User License Agreement ("EULA"), Intermedix will provide such EULA to CITY. In order to use the SaaS Service, CITY agrees to be bound by all EULA(s) provided during the Term as the same may be negotiated by the CITY. CITY shall not use any Third Party Software embedded in, or provided in connection with the SaaS Service on a stand-alone basis or in any way other than as embedded in, provided in connection with, or for use with the SaaS Service.

Intellectual Property. The equipment, computer hardware and software, billing and collection processing, Services, SaaS Service and other related systems and equipment are the property of, and may be the trade secrets of Intermedix pursuant to Florida law and, to the extent they are the trade secrets of Intermedix pursuant to Florida law, the CITY will not release any information regarding such trade secrets of Intermedix to any third party without the prior written consent of Intermedix. CITY further agrees that, in connection with the use of certain data entry devices, CITY may gain access to the intellectual property of third parties. CITY understands and agrees that it may be asked to enter into agreements with respect to such intellectual property in order to use such equipment. CITY agrees to negotiate such arrangements at Intermedix's request.

Audit Rights. From time to time and upon reasonable prior written notice, Intermedix may audit CITY's use of the Services to help ensure that CITY is in compliance with the terms and conditions of this Agreement, including, but not limited to, any payment terms. Any such audit will be conducted during regular business hours at the applicable facilities of CITY. CITY will cooperate with Intermedix and, except as otherwise provided by Florida law, provide Intermedix with reasonable access to all relevant equipment, personnel and records.

CITY RESPONSIBILITY.

Generally. Except as otherwise provided by Florida law, CITY is responsible for all activity occurring under its User accounts and shall abide by all applicable laws and regulations in connection with its use of the SaaS Service. CITY will immediately (and in no greater than twenty four (24) hours from CITY's knowledge of the following) notify Intermedix and use best efforts to cease any further of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of Intermedix related to the Services that is contrary to the terms and conditions of this Addendum that is known or suspected by CITY or its Users; (iii) any use of false identity information to gain access to or use the SaaS Service or (iv) any loss or theft of a hardware device on which a User has access to the SaaS Service (each of subsections (i) through (iv) a "Security Breach Event"). To the extent that any Security Breach Event involves Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), CITY shall comply with all applicable requirements under such laws (the "HIPAA Notifications") triggered by the Security Breach Event. "Protected Health Information" is as defined in 45 C.F.R. § 160.103.

Rights Following Notification. Upon Intermedix's receipt of notification given by the CITY of a Security Breach Event, Intermedix shall have the right to immediately, without notice to CITY, suspend CITY's access to the SaaS Service until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the SaaS Services, (ii) any other intellectual property rights of Intermedix or its affiliates or (iii) the personal data or Protected Health Information gathered by CITY in the performance of EMS by the CITY. To the extent that a Security Breach Event requires CITY to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix or any of its affiliates unless such a reference is specifically required by HIPAA or other applicable law. Further, if CITY intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, except as otherwise provided by HIPAA or HITECH, CITY shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to CITY's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to CITY's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable).

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

LIMITATION ON LIABILITY. INTERMEDIX'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO THE SAAS SERVICES, EQUIPMENT OR OTHER SERVICES DELIVERED UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL

FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CITY TO INTERMEDIX PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL INTERMEDIX BE LIABLE TO CITY UNDER THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, OR PRODUCT LIABILITY AND WHETHER OR NOT INTERMEDIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE A CONDITION AND MATERIAL CONSIDERATION FOR THEIR ENTRY INTO THIS AGREEMENT.

CONFIDENTIALITY AND HIPAA BUSINESS ASSOCIATE OBLIGATIONS.

Confidential Information. Each party (the "Discloser") may disclose to the other party (the "Recipient") certain non-public information that is confidential pursuant to Florida or federal law or exempt from disclosure pursuant to Florida or federal law ("Confidential Information").

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

- (a) not disclose Discloser's Confidential Information except: (i) to the employees or contractors of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient's obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify the Discloser of such obligation;
- (b) use the Discloser's Confidential Information only for the purpose of performing Recipient's obligations under this Agreement;
- (c) use all reasonable care in handling and securing the Discloser's Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and
- (d) use and disclose Confidential Information that contains Protected Health Information in accordance with the terms of the Business Associate Agreement between the CITY and Intermedix (the "BA Agreement"), if applicable.

Return of Confidential Information. Subject to Intermedix's internal data retention policies in the case of Intermedix as Recipient, and applicable law, and except as otherwise provided by Florida law or Florida public records retention schedules, the Recipient will return to the Discloser, and destroy or erase all of the Discloser's Confidential Information upon the expiration or termination of this Agreement and, except as otherwise provided by Florida law or Florida public records retention schedules, the Recipient will promptly certify in writing to the Discloser that it has done so.

HIPAA Business Associate Exhibit/Changes In HIPAA. Each party agrees to the obligations set forth in the BA Agreement. Except to the extent such BA Agreement is less stringent with regard to Protected Health Information, such BA Agreement constitutes the complete and exclusive agreement

between the parties with respect to Intermedix's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then Intermedix and CITY shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a "Revised BA Agreement"), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect.

GENERAL WARRANTIES AND DISCLAIMERS.

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

EXPORT LAWS.

CITY shall comply with all then current export laws and regulations of the U.S. Government.

Optional Services

Intermedix will provide the following specific optional services by mutual written agreement with CITY:

1. CITY has purchased TripTix product pursuant to the terms and conditions of the Addendum to this Agreement and Intermedix shall provide TripTix based reporting extract of data required by the State of Florida connectivity/interface in a format reasonably required by the EMSTARS Reporting Program.

2. Intermedix will provide at no additional compensation a one-time interface from the CITY's Computer Aided Dispatch (CAD) system to the TripTix system for the purpose of importing Intermedix defined CAD data into TripTix for use in Intermedix defined TripTix fields. The CITY will be responsible for any charge for this interface levied by the CAD vendor.

Schedule 2.02
Third-Party Intellectual Property Royalty Payments

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

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

**Schedule 2.03
Pricing & Compensation**

The following information is as provided on the Pricing Form in the format as requested in the RFP.

EMS BILLING SERVICES

Base fee (all regular collections excluding Medicaid) **5.15% of net collections***

Medicaid Accounts **\$11.00 per Medicaid Case**

TripTix Field Automation Reporting System (OPTIONAL)

Full System including Hardware & Wireless Service

(Ambulances field equipped with pen-based Tablet, Field Automation Software, Administrative Reporting System, includes training and support, air cards & air card service)

TripTix Units (15 units plus 2 spares)

1.84% of Net Collections*

TripTix Units (each additional unit)

0.096% of Net Collections*

TripTix Web

NO CHARGE

**We can provide Software Only pricing upon request, charge.*

with or without the wireless service

ADDITIONAL SERVICES

Mailing Notice of Privacy Practice:

No charge to the City

*Net Collections is defined as Total Cash Collections, Less Refunds **Current units may be used *IF* they meet TripTix required specifications. Otherwise, Intermedix will supply the required units at the Full System pricing quoted.

This pricing proposal shall include all expenses of billing and collection including, but not limited to, stationery, forms, envelopes, postage, and phone facilities. All pricing will remain for the term specified in the RFP.

Credit card fees (generally 2.5% of amount charged) for processing patient payment via credit card account are netted with payment amount.

Business Associate Agreement

This Agreement is made and entered into this 6th day of June, 2011, by and between the City of Fort Lauderdale, a Florida municipality (hereinafter referred to as the "Covered Entity" or "City") and Advanced Data Processing, Inc., a Delaware corporation authorized to transact business in the State of Florida, d/b/a Intermedix, (hereinafter referred to as "Business Associate").

WHEREAS, the Covered Entity and the Business Associate have established a business relationship in which Business Associate, acting for or on behalf of Covered Entity but not as a health care provider, receives Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 ("Act"); and

WHEREAS, the Covered Entity and the Business Associate desire to comply with the requirements of the Act's Privacy Rule as further set out below.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Covered Entity and the Business Associate agree as follows:

1. Definitions

a. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy and Security Rules ("Privacy Rule"), as codified in 45 Code of Federal Regulations Parts 160 through 164, as may be amended.

2. Obligations and Activities of Business Associate

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

e. Business Associate agrees to ensure that any agent or subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524, if the Business Associate has Protected Health Information in a Designated Record Set.

g. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, in a reasonable time and manner, if Business Associate has Protected Health Information in a Designated Record Set.

h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

j. Business Associate agrees to provide to Covered Entity or an Individual, within thirty (30) days of receipt of a written request from the Covered Entity or an Individual, information collected in accordance with Section 2.i of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

k. Sections 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations, shall apply to Business Associate in the same manner that such sections apply to Covered Entity.

l. Business Associate shall comply with the privacy, security, and security breach notification provisions applicable to a business associate pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act which is Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), 42 U.S.C.A. §13400 *et seq.* (2010), as may be amended or revised, ("HITECH"), any regulations promulgated thereunder, and any amendments to the Privacy Rule, all of which are hereby incorporated herein by reference.

m. Business Associate, in its capacity as a covered entity, shall comply with the Privacy Rule and HITECH.

3. Permitted Uses and Disclosures by Business Associate

a. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on

behalf of, Covered Entity as specified in the EMS Ambulance Billing and Electronic Patient Care Reporting Services Contract, Contract No. 215-10732, between the City of Fort Lauderdale and the Business Associate ("Original Contract"), provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

4. Specific Use and Disclosure Provisions

a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Furthermore, except as otherwise limited in this Agreement, and except as otherwise provided by HIPAA or other applicable law, Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506 (c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that with respect to any such Disclosure either: (i) the Disclosure is Required by Law; or (ii) for permitted Disclosures when required by law.

c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

5. Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

6. Permissible Requests by Covered Entity

a. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that Business Associate may use or disclose Protected Health Information for data aggregation or management and administrative activities of Business Associate if required by the terms of the Original Contract.

7. Term and Termination

a. The Term of this Agreement shall be effective as of the effective date of the Original Contract, and shall terminate when the Original Contract terminates. Upon termination, all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, shall be destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, or if it is illegal to destroy Protected Health Information, the protections are extended to such information, in accordance with the termination provisions in this Section.

b. Upon either party's knowledge of a material breach by the other party, the nonbreaching party shall either:

1. Provide an opportunity of at least thirty (30) days for the breaching party to cure the breach or end the violation and terminate this Agreement and the Original Contract if the breaching party does not cure the breach or end the violation within the time specified by the nonbreaching party;

2. Immediately terminate this Agreement and the Original Contract if the breaching party has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary.

c. Effect of Termination

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return, or destroy, except as

prohibited by the Florida public records law, all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that Business Associate's return or destruction of the Protected Health Information would be infeasible or illegal, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible or illegal, for so long as Business Associate maintains such Protected Health Information. Upon written request from the Covered Entity, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible or illegal. At all times Business Associate shall comply with the Florida public records law and exemptions therefrom, and applicable Florida records retention requirements.

8. Miscellaneous

a. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended or revised.

b. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. If the parties are unable to reach agreement regarding an amendment to this Agreement, either Business Associate or Covered Entity may terminate this Agreement upon ninety (90) days written notice to the other party.

c. The respective rights and obligations of Business Associate under Sections 7(c)(1) and 7(c)(2) of this Agreement shall survive the termination of this Agreement.

d. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

e. Business Associate shall indemnify, hold harmless, and defend at Business Associate's expense, counsel being subject to Covered Entity's approval, the Covered Entity, and the Covered Entity's officers and employees (collectively "indemnitees"), against any and all claims, actions, lawsuits, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses incurred by any of the indemnitees arising out of or in connection with Business Associate's or any of Business Associate's officers', employees', agents', or subcontractors' breach of this Agreement or any act or omission by Business Associate or by any of Business Associate's officers, employees, agents, or subcontractors, including Business Associate's failure to perform any of its obligations under the Privacy Rule. Business Associate shall pay any and all expenses, fines, judgments, and penalties, including court costs and attorney fees, which may be imposed upon any of the indemnitees resulting from or arising out of Business

Associate's or any of Business Associate's officers', employees', agents', or subcontractors' breach of this Agreement or other act or omission.

f. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida, with appellate jurisdiction in the respective corresponding appellate tribunals.

IN WITNESS WHEREOF, the City of Fort Lauderdale and Advanced Data Processing, Inc., execute this Business Associate Agreement as follows:

ATTEST:

Jonda K. Joseph
Jonda K. Joseph
City Clerk

CITY OF FORT LAUDERDALE
John P. "Jack" Seiler
John P. "Jack" Seiler
Mayor

Approved as to form:

Paul Bennett
Senior Assistant City Attorney

ADVANCED DATA PROCESSING, INC.

WITNESSES:

Andrea Mercer
Print Name: Andrea Mercer

Doug Shamon
Print Name: Doug Shamon
President

Cindy Gardner
Print Name: Cindy Gardner

(CORPORATE SEAL)

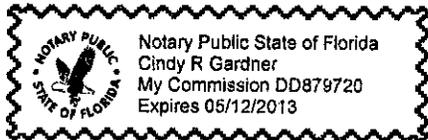
ATTEST:

Brad Williams
Secretary, Brad Williams

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing Business Associate Agreement was acknowledged before me this 20 day of May, 2011, by Doug Shamon as President for Advanced Data Processing, Inc., a Delaware corporation authorized to transact business in the State of Florida, d/b/a Intermedix, ("Contractor").

(SEAL)



Cindy R. Gardner
Notary Public, State of Florida
(Signature of Notary Public - State of Florida)

Cindy Gardner
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification _____

Type of Identification Produced _____