



Your Health Is The Bottom Line

5993 Windward Parkway
Alpharetta, GA 30005
404 338 6000 Tel
404 338 6101 Fax

August 21, 2015

Cory Matthews
Assistant Chief EMS
City of Bryan
300 William Joel Bryan Parkway
Bryan, TX 77803

Dear Mr. Matthews:

Enclosed please find two (2) originals of *Amendment No. 1 to your March 4, 2014 Business Support Services Agreement*. Please execute both contracts and return a fully executed original to our Contract Administrator in the enclosed pre-paid FedEx Envelope.

Thank you for the confidence you have placed in Per-Se. We value your patronage and look forward to a long and mutually rewarding relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher W. Robertson". The signature is fluid and cursive, with a large initial "C" and "R".

Christopher W. Robertson
Senior VP, Operations
Business Performance Services

Enclosure

cc: Mauricio Chavez
Jimmy Stuart
Krista Lee
Jennifer Stafford
Meghan Creecy
Tanya Michel

AMENDMENT NO. 1

This Amendment No. 1 (this "Amendment") amends the Business Support Services Agreement that became effective on March 4, 2014 (the "Agreement") between the City of Bryan ("Client") and PST Services, Inc. ("PST") and is effective as of the latest date in the signature block below (the "Amendment Effective Date").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. The parties acknowledge and agree that PST has assumed all rights and responsibilities of MED3000, Inc. under the Agreement. All references to MED3000, Inc., MED3000 Group, Inc., MED3000 Group or MED3000 in the Agreement are deemed changed to PST Services, Inc. or PST.
- 2. Paragraph 1 of Exhibit B, Fees and Costs, of the Agreement is hereby deleted in its entirety and replaced with the following:

"1. For Supplemental Payment Recovery Assistance Services rendered under Exhibit A-1, Client will pay PST a service fee equal to 8% of the Supplemental Payments recovered by PST on behalf of Client, in accordance with Section 4 of the Agreement. Supplemental Payments shall include any payments for ambulance services, including all nonemergency and emergency patient transports that are reimbursed by Texas Medicaid to Client as part of the Texas Ambulance Supplemental Payment Program. Client acknowledges and agrees that PST shall be entitled to receive service fees for Services provided by PST under this Agreement even after expiration or earlier termination of this Agreement provided that PST provided such services on or before the date of expiration or termination of this Agreement."

- 3. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and, all of which together, shall be deemed one and the same instrument.
- 4. Capitalized terms used herein and not otherwise defined have the same meaning as in the Agreement. In the event any term or condition of this Amendment is inconsistent with any term or condition of the Agreement, the terms of this Amendment will control. Except as stated above, all terms of the Agreement shall remain in full force and effect. PST and Client represent and warrant that they have the full power and authority to enter into this Amendment, that there are no restrictions or limitations on their ability to perform under this Amendment, and that the person executing this Amendment has the full power and authority to do so.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set forth below.

CITY OF BRYAN

PST SERVICES, INC.

By: _____

By: Christopher W. Robertson

Print Name: _____

Print Name: Christopher W. Robertson

Title: _____

Title: Senior VP, Operations

Date: _____

Date: 8.21.15

**BUSINESS SUPPORT SERVICES
AGREEMENT**

Ambulance Supplemental Payment Program



CITY OF BRYAN
The Good Life, Texas Style.™

THE CITY OF BRYAN, TEXAS

AND

MED3000

BUSINESS SUPPORT SERVICES AGREEMENT

This Business Support Services Agreement ("Agreement") is effective as of the last date in the signature block below (the "Effective Date"), by and between MED3000, Inc., a Delaware corporation, whose mailing address is 680 Andersen Drive, Foster Plaza 10, Pittsburgh, Pennsylvania, 15220 ("MED3000"), and the City of Bryan, a Texas home-rule municipal corporation whose mailing address is P.O. Box 1000, Bryan, Texas 77805-1000 ("Client").

RECITALS

Client operates an Emergency Medical Services Squad ("EMS Squad") that provides professional ambulance services. MED3000 is a subsidiary of MED3000 Group, Inc., a Delaware corporation ("MED3000 Group"), a national healthcare management and technology company. MED3000 is in the business of providing business support services to EMS Squads, provider networks, hospitals, physician groups and other healthcare providers. Client desires to retain MED3000 to provide business support services required by Client in accordance with the terms of this Agreement.

STATEMENT OF AGREEMENT

In consideration of the promises and mutual covenants contained herein and other valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, now agree as follows:

Article 1 – Obligations of MED3000.

Section 1.1. Services. Client retains MED3000 to the services set forth in Exhibits A1 attached hereto, as applicable (collectively, the "Services") to Client. Client agrees that MED3000 is specifically authorized to engage MED3000 Group or one or more of its subsidiaries to perform the Services hereunder at no additional cost to Client.

Section 1.2. Liabilities. MED3000 is not responsible for any Client expenses or liabilities except as specifically provided for in this Agreement. Client is responsible for paying all expenses and liabilities relating to Client as specifically provided for in this Agreement or approved in an authorized writing in advance.

Section 1.3. Authority. Client grants MED3000 the authority and power to carry out its obligations under this Agreement. MED3000 shall provide the Services in accordance with applicable legal and regulatory requirements throughout the term of this Agreement.

Section 1.4. Limitations. MED3000 shall employ or retain such personnel/employees as it deems necessary to perform the Services. Client recognizes that the Services provided by such personnel/employees may be part-time in nature and that the personnel/employees serving in these capacities may serve in other capacities as well. MED3000 may propose that certain titles be conferred upon the employees in performing the duties under this Agreement. MED3000

retains the right to replace any personnel/employee who is performing Services hereunder with another person without causing a breach or termination of this Agreement. MED3000 may subcontract certain Services to support its provision of the Services under this Agreement, including but not limited to electronic data interchange and printing of statements, without Client's approval; The Client shall receive advanced written notice in the event MED3000 subcontracts out the billing and reimbursement management Services.

Article 2 - Obligations of Client.

Section 2.1. Agent. Client appoints MED3000 as its lawful attorney-in-fact solely for the purpose of carrying out MED3000's obligations set forth in this Agreement. Notwithstanding anything to the contrary herein, the parties understand, acknowledge, and agree that neither MED3000 nor any affiliate or agent of MED3000 has the ability to (a) receive payments of benefits assigned to Client directly from any payor pursuant to a power-of-attorney (as defined in Section 3060.10(A) of Medicare Carrier's Manual) or any other arrangement, or (b) transfer any payment of benefits assigned to Client to MED3000, its affiliates, or agents without the payment first passing through the Client's control.

Section 2.2. Professional Services. Notwithstanding the authority granted to MED3000 herein, Client shall retain the authority to render Emergency Medical Services ("EMS") and direct the medical and ethical aspects of Client's EMS practices and shall retain control of all business affairs that may not legally be carried on by persons other than those duly licensed to practice medicine or surgery in the state or states where such persons practice. Furthermore, the parties acknowledge that only Client may render EMS to its patients through its employees and contractors who are duly licensed or otherwise legally authorized to render professional EMS within the state or states in which such persons practice. MED3000 agrees that it shall not act pursuant to this Agreement in a manner that interferes with the professional judgment of Client's EMS personnel.

Article 3 - Mutual Obligations.

Section 3.1. Cooperation. Client's EMS personnel shall execute all documents and take all actions necessary to allow MED3000 to perform its duties under this Agreement.

Section 3.2. Business Associate. In compliance with their respective legal duties regarding the privacy and security of protected health information, MED3000 and Client agree to the obligations set forth in Exhibit C attached hereto.

Article 4 – Compensation.

Section 4.1. Service Fees. Client shall pay MED3000 service fees as set forth in Exhibit B, attached hereto, for the Services provided in accordance with this Agreement.

Section 4.2. Reimbursement. Client shall reimburse MED3000 for any additional expenses that MED3000 incurs in connection with this Agreement when explicitly approved in an authorized writing in advance.

Section 4.3. Payment.

Section 4.3.1. Invoice. MED3000 shall provide Client with an annual invoice indicating the total amounts collected and paid into Client's depository account in the previous year and the amount of service fees due to MED3000 based on the actual amounts collected. Client shall pay the service fee to MED3000 within thirty (30) days from the date of receipt of the invoice.

Section 4.3.2. Disputed Amounts or Invoices. Client agrees to notify MED3000 of any disagreement with respect to billing within thirty (30) days of receiving the monthly invoice. If Client and MED3000 are unable to resolve the dispute before the date the service fees are due to MED3000, Client shall forward to MED3000 the undisputed amount and the disputed amount shall be placed by Client into an escrow account until the dispute is resolved. If the parties are unable to resolve the dispute within sixty (60) days from the date the service fees are due to MED3000, MED3000 may suspend its obligations hereunder upon thirty (30) days written notice to Client.

Article 5 – Term.

Section 5.1. Term. The initial term of this Agreement shall commence on December 15, 2013 and shall terminate thirty-six (36) months thereafter. Unless earlier terminated as provided for in this Agreement, the term of this Agreement shall automatically extend for up to five (5) additional one (1) year terms, unless either party delivers to the other party, not less than thirty (30) days prior to the expiration of the preceding term, written notice of that party's intent not to extend the term of this Agreement.

Article 6 – Termination.

Section 6.1. Termination. MED3000 or Client may terminate this Agreement after timely notice to the other party, if the other party: (a) materially breaches this Agreement and fails to remedy, or fails to commence reasonable efforts to remedy, such breach within sixty (60) days after receiving notice of the breach from the terminating party, (b) infringes the terminating party's intellectual property rights and fails to remedy, or fails to commence reasonable efforts to remedy, such breach within ten days after receiving notice of the breach from the terminating party, (c) materially breaches this Agreement in a manner that cannot be remedied, or (d) commences dissolution proceedings or ceases to operate in the ordinary course of business. Except as otherwise provided above, termination of this Agreement will not affect the parties' rights and obligations under any other agreement executed by the parties prior or subsequent to such termination, and all such other agreements will remain in full force and effect unless and until their respective expiration or termination in accordance with their contractual terms.

Section 6.2. Effect of Termination. In the event of termination of this Agreement in accordance with Section 6 or non-renewal, all rights, duties and obligations of both parties shall cease effect as of the date of termination, except as otherwise provided in this Section 6.2. Within ten (10) business days following termination, MED3000 will deliver to Client a copy of the most current

file backup in a printed and/or electronic media copy as agreed upon in writing by both parties, after payment of all outstanding invoices by Client. Client shall be responsible for the programming, debugging, testing, computer operations, and alternative media costs if a file is requested in a format other than the industry standard formats (i.e. ASCII or comma delimited). Client shall also be responsible for the shipping cost of Client's billing records in MED3000's possession after termination that are forwarded to any destination other than Client's address. Furthermore, following the termination of this Agreement and the expiration of the Post-Termination Period, the parties shall remain bound by the restrictions set forth in Section 7.

Section 7 - Relationship of Parties.

Section 7.1. Independent Contractor. Each party is an independent contractor of the other party. This Agreement will not be construed as constituting a relationship of employment, agency, partnership, joint venture or any other form of legal association. Neither party has any power to bind the other party or to assume or to create any obligation or responsibility on behalf of the other party or in the other party's name.

Section 7.2. Warranties. MED3000 warrants it will perform all Services in accordance with reasonable industry practices. The provisions of this Agreement are intended to state all of the rights and responsibilities between MED3000 and Client, and they take the place of and supersede all warranties, express or implied whether of merchantability, fitness or otherwise. With the exception of the above warranty, MED3000 makes and Client receives no warranty, express or implied. All warranties of merchantability and fitness for a particular purpose are hereby expressly excluded.

Section 7.3. Computer Systems. All programs, documentation, specifications, tapes, instruction manuals and similar material developed or used by MED3000 in connection with this Agreement (collectively, "Computer Systems") are and shall remain the sole and exclusive property of MED3000. Nothing in this Agreement shall be construed as a license or transfer of such Computer Systems to Client. Upon termination of this Agreement for any reason, MED3000 shall have the right to retain all such Computer Systems and Client shall, upon the request of MED3000, deliver all such Computer Systems in its possession to MED3000. MED3000 shall use commercially reasonable efforts to cooperate in supplying source data to Client in the event Client transfers its business support function to another contractor.

Section 7.4. Confidentiality.

7.4.1. Use and Disclosure of Confidential Information. Each party may disclose to the other party Confidential Information. Except as expressly permitted by this Agreement, neither party will: (a) disclose the other party's Confidential Information except (i) to its employees or contractors who have a need to know and are bound by confidentiality terms no less restrictive than those contained in this Section 7.4., or (ii) to the extent required by law following prompt notice of such obligation to the other party, or (b) use the other party's Confidential Information for any purpose other than performing its obligations under this Agreement. Each party will use all reasonable care in handling and securing the other party's Confidential Information and will employ all security measures used for its own proprietary

information of similar nature. Following the termination of this Agreement, each party will, upon written request, return or destroy all of the other party's tangible Confidential Information in its possession and will promptly certify in writing to the other party that it has done so.

7.4.2. Period of Confidentiality. The restrictions on use, disclosure and reproduction of Confidential Information set forth in Section 7.4 will, with respect to Confidential Information that constitutes a "trade secret" (as that term is defined under applicable law), be perpetual, and will, with respect to other Confidential Information, remain in full force and effect during the term of this Agreement and for three years following the termination of this Agreement.

7.4.3. Injunctive Relief. The parties agree that the breach, or threatened breach, of any provision of this Section 7.4 may cause irreparable harm without adequate remedy at law. Upon any such breach or threatened breach, a party will be entitled to injunctive relief to prevent the other party from commencing or continuing any action constituting such breach, without having to post a bond or other security and without having to prove the inadequacy of other available remedies. Nothing in this Section 7.4.3 will limit any other remedy available to either party.

7.4.4. Retained Rights. Client's rights in the Services will be limited to those expressly granted in this Agreement. MED3000 and its suppliers reserve all intellectual property rights not expressly granted to Client. All changes, modifications, improvements or new modules made or developed with regard to the Services, whether or not (a) made or developed at Client's request, (b) made or developed in cooperation with Client, or (c) made or developed by Client, will be solely owned by MED3000 or its suppliers. MED3000 retains title to all material, originated or prepared for the Client under this Agreement. Client is granted a license to use such materials in accordance with this Agreement.

Section 7.5. Covenant not to Employ. During the term of the Agreement, and until the two-year anniversary date of the effective date of termination of this Agreement, Client covenants and agrees it will not, without the advance written consent of MED3000, directly or indirectly, (i) induce or attempt to induce any MED3000 employee to terminate employment with MED3000; (ii) hire or participate in the hiring or interviewing of any MED3000 employee; (iii) provide names or other information about any MED3000 employee for the purpose of assisting others to hire such employee; nor (iv) provide Confidential Information to a MED3000 employee about MED3000 or any entity affiliated with MED3000 for the purpose of assisting that MED3000 employee in finding employment with such entity for EMS billing services. For purposes of this paragraph, a MED3000 employee means any person who is a current MED3000 employee or was employed by MED3000 within one (1) year of the date of any action that alleges a violation of this Section 7.5.

Section 7.6. Records. If required by Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. Section 1395x(l)(i)(ii), for a period of four years after the Services are furnished, the parties agree that they, and each subcontractor who provides Services under this Agreement, will make available, upon the written request of the Secretary of Health and Human Services, the

Comptroller General, or their representatives, this Agreement and such books, documents, and records as may be necessary to verify the nature and extent of any combination of Services and Products with an aggregate value or cost of \$10,000 or more over a twelve month period.

Section 7.7. Limitation of Liability. CLIENT AGREES THAT MED3000 SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED IN WHOLE OR IN PART BY FACTORS NOT WITHIN THE DIRECT CONTROL OF MED3000, INCLUDING BUT NOT LIMITED TO THE FAILURE OF THIRD PARTY SERVICE PROVIDERS TO ADEQUATELY PROVIDE THE SERVICES. MED3000 SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE OR PROFITS, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL MED3000 BE LIABLE IN THE AGGREGATE FOR ANY CLAIMS OR DAMAGES IN AN AMOUNT EXCEEDING THE AMOUNTS PAID BY CLIENT FOR SERVICES HEREUNDER DURING THE ONE (1) MONTH IMMEDIATELY PRECEDING SUCH CLAIM OR DAMAGES.

Section 7.8. Exclusivity. During the term of this Agreement Client shall not directly or indirectly contact an entity or person for the purpose of soliciting such entity or person to enter into a contract or arrange to receive any of the Services as set forth in this Agreement or any services substantially similar to the Services from any entity or person other than MED3000 unless agreed upon in writing by MED3000, except that Client shall be entitled to solicit bids from other suppliers of Services within 180 days of expiration of any term of this Agreement. This section does not apply to primary billing for EMS services or for debt collection services for invoices that have been written off.

Section 8 – Miscellaneous.

Section 8.1. Notices. All notices relating to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be deemed given if sent by: (a) postage prepaid registered or certified U.S. Post mail, then five working days after sending; or (b) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to Client will be sent to its address set forth on the cover page hereto, or to such other address as may be designated by Client by notice to MED3000.

Section 8.2. Force Majeure. Except as otherwise provided, neither party will be responsible for or in breach due to delays or failures to perform resulting either directly or indirectly from any cause beyond the control of the delaying or non-performing party, including but not limited to, acts of God, fires, floods, strikes, lockouts, labor controversies (beyond the control of the delaying or non-performing party), civil disturbances, acts of war, governmental restrictions, shortages or inability to obtain adequate supplies or transportation or transmission facilities (beyond the control of the delaying or non-performing party), or other similar circumstances. In the event of delay in performance due to any such cause, the time for performance will be

extended for a period of time reasonably necessary to overcome the effect of such delay.

Section 8.3. Conflicts. The provisions of this Agreement shall govern when there is any conflict with the provisions of any purchase order or other document of Client relating to the Services.

Section 8.4. Governing Law. This Agreement, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Texas, without regard to its conflicts of laws provisions.

Section 8.5. Severability. If any part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement and will not be affected.

Section 8.6. Descriptive Headings and Subheadings. Both parties understand that the headings and subheadings used in this Agreement are for descriptive and/or informational purposes only.

Section 8.7. Waiver. No consent or waiver, whether expressed or implied, by either party to or of any breach under this Agreement shall be construed as a consent or waiver to or of any breach of the same or any other obligation.

Section 8.8. Final Understanding and Modifications. This Agreement represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, whether written or oral.

Section 8.9 Assignment and Subcontracts. Client may assign this Agreement with at least 60 days' prior written notice to MED3000, so long as Client remains secondarily liable for any and all executory obligations under this Agreement. MED3000 may, upon notice to Client, assign this Agreement to any MED3000 affiliate for any reason, or to any other entity as the result of a transfer of all or substantially all of MED3000's assets or capital stock or of any other corporate reorganization. MED3000 may subcontract its obligations under this Agreement.

Section 8.10. Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except by written addendum to this Agreement, duly signed by authorized representatives of the parties.

Section 8.11. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

Section 8.12. Compliance with Law. The obligations of MED3000 pursuant to this Agreement shall be subject to any limitations or restrictions which may be imposed by law or regulation, and MED3000 may suspend any or all obligations hereunder in the event that it reasonably determines, upon advice of counsel, that the performance of any obligation pursuant to this Agreement may contravene applicable law or regulation, the effect of which would be to have a

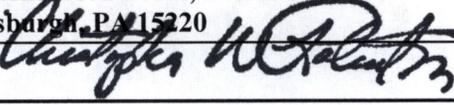
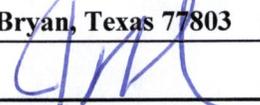
material adverse effect on the business, financial condition, or operations of MED3000 or any subsidiary or affiliate of MED3000 Group.

Section 8.13. Material Changes; Periodic Review. Notwithstanding anything to the contrary in this Agreement, in the event (i) a significant change or amendment to any regulation, law, policy or procedure, (ii) any legal or ethical rule or regulation is promulgated or modified, or (iii) any administrative ruling or judicial interpretation is issued or modified that prohibits any act or course of conduct contemplated by this Agreement, or which materially and adversely affects the ability of MED3000 to provide Services hereunder or imposes onerous financial or other burdens on MED3000's provision of Services hereunder, an amendment or modification to this Agreement shall be negotiated in good faith. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between Client and MED3000.

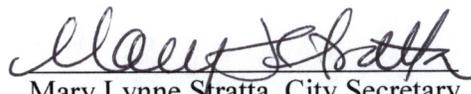
Section 8.14. Agreement Construction. This Agreement shall not be presumptively construed for or against either party. The parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and one and the same instrument.

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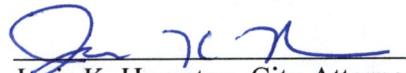
IN WITNESS WHEREOF the parties hereto have caused this Business Support Services Agreement to be executed by their respective duly authorized representatives on the date first above written.

MED3000, Inc. Address: 680 Andersen Drive, Foster Plaza 10 Pittsburgh, PA 15220	City of Bryan, Texas Address: 300 S. Texas Avenue Bryan, Texas 77803
	
Signed	Signed
<u>CHRISTOPHER W. ROBERTSON</u>	<u>Jason Bienski</u>
Name	Mayor
<u>SENIOR VP, OPERATIONS</u>	<u>3-4-14</u>
Title	Date
<u>2.20.14</u>	
Date	

ATTEST:


 Mary Lynne Stratta, City Secretary

Approved As To Form:


 Janis K. Hampton, City Attorney

BUSINESS SUPPORT SERVICES AGREEMENT**EXHIBIT A-1****SUPPLEMENTAL PAYMENT RECOVERY ASSISTANCE SERVICES****1. Description of Services.**

As part of the MED3000's Supplemental Payment Assistance Services, MED3000's responsibilities under this Agreement will include:

- (a) Advising and assisting Client with enrolling in the Texas Medicaid Supplemental Payment Program;
- (b) Assisting Client with enrolling in the Texas Ambulance Supplemental Payment Program ("ASPP");
- (c) Managing the program applications and required cost reports for Client in accordance with the ASPP;
- (d) Managing the ASPP pre-cost report submittal process for Client, which may also include:
 - Developing and submitting the Provider Approval materials to the Texas Health and Human Services Commission ("HHSC") on behalf of Client;
 - Receiving the Provider Approval from HHSC for Client's participation in the ASPP,
 - Developing and submitting the Cost Allocation Model and Report to HHSC on behalf of Client for review as part of the ASPP;
 - Changing and finalizing the Cost Allocation Model during HHSC's review of the Cost Allocation Model and Report, to meet HHSC's requirements to move forward with the cost report submittal.
- (e) Assisting Client in developing cost models for EMS transports for submission to ASPP;
- (f) Assisting Client with submitting other annual reports as my required by the ASPP.
- (g) Ensuring that cost report preparer(s) engaged on behalf of Client by MED3000 are certified in accordance with all applicable rules, laws and regulations.
- (h) Ensuring that it utilizes separate staff for all billing and cost report preparation services provided to Client.

2. Client Responsibilities.

Client acknowledges and understands that inaccurate or false data submissions, even advertent ones, can lead to a false claim charge or Medicaid program exclusion. Therefore, Client agrees that it will use best efforts to:

- (a) Ensure the accuracy of all cost report data provided by Client to MED3000 and provide written certification of the accuracy of such data to MED3000 and all applicable governmental agencies;
- (b) Make its internal practices, books and records relating to all cost report data provided to MED3000 by Client available to MED3000 to ensure the accuracy of all such data;

- (c) Comply with MED3000 policies and procedures for the documentation of all cost report data as established and provided to Client by MED3000 from time to time; and
- (d) Provide MED3000 with the following as part of Client's request for Supplemental Payment:
 - An organizational chart of Client's agency;
 - An organizational chart of Client's ambulance department;
 - Identification of the specific geographic service area covered by Client's ambulance department;
 - Copies of job descriptions for all staff employed within Client's ambulance department and an estimated percentage of time spent working for Client's ambulance department and for other departments of Client's agency;
 - Primary contact person for Client's agency; and
 - A signed letter documenting the governmental provider's voluntary contribution of non-federal funds.

TO BUSINESS SUPPORT SERVICES AGREEMENT

EXHIBIT B

FEES/COSTS

1. For Supplemental Payment Recovery Assistance Services rendered under Exhibit A-1, Client will pay MED3000 a service fee equal to 8 % of the Supplemental Payments recovered by MED3000 on behalf of Client, in accordance with Section 4 of the Agreement. Supplemental Payments shall include any payments for ambulance services, including all nonemergency and emergency patient transports that are reimbursed by Texas Medicaid to Client.
2. All service fees are exclusive of all federal, state and local taxes, including sales taxes, assessed on or due in respect of any Services performed by MED3000 under the Agreement, for which taxes Client shall be solely responsible. Client shall reimburse MED3000 for all those costs and expenses of Client paid by MED3000 or any subsidiary or affiliate of MED3000 Group on behalf of Client in connection with the provision of Services hereunder, provided that MED3000 shall first attempt to obtain any exemption available due to Client's being a tax-exempt organization. Client will assist MED3000 in obtaining any such exemption.
3. There will be a charge to the Client for requests, including but not limited to, requests for special programming and non-standard reports. The cost for such requests will be determined on an individual basis and shall be reimbursed in accordance with Section 4.2 of the Agreement. Any request from the Client that may result in charges must be made in writing. For any request that results in charges of \$25,000.00 or less, the written request may be approved by the City Manager. The City Council must approve any request that may result in charges over \$25,000.00.

EXHIBIT C**BUSINESS ASSOCIATE ADDENDUM (“BAA”)****SECTION 1: DEFINITIONS**

“**Breach**” will have the same meaning given to such term in 45 C.F.R. § 164.402.

“**Designated Record Set**” will have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

“**Electronic Protected Health Information**” or “**Electronic PHI**” will have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that MED3000 creates, receives, maintains or transmits from or on behalf of Client.

“**Individual**” will have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

“**Privacy Rule**” will mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

“**Protected Health Information**” or “**PHI**” will have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by MED3000 from or on behalf of Client.

“**Required by Law**” will have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

“**Secretary**” will mean the Secretary of the Department of Health and Human Services or his or her designee.

“**Security Incident**” will have the meaning given to such term in 45 C.F.R. § 164.304.

“**Security Rule**” will mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

“**Unsecured PHI**” will have the same meaning given to such term under 45 C.F.R. § 164.402, and guidance promulgated thereunder.

Capitalized Terms. Capitalized terms used in this Addendum and not otherwise defined herein will have the meanings set forth in the Privacy Rule, the Security Rule, and the HIPAA Final Rule, which definitions are incorporated in this Addendum by reference.

SECTION 2: PERMITTED USES AND DISCLOSURES OF PHI

2.1 Uses and Disclosures of PHI Pursuant to the Underlying Agreement. Except as otherwise limited in this Addendum, MED3000 may use or disclose PHI to perform functions, activities or services for, or on behalf of, Client as specified in an existing written agreement (the "Underlying Agreement"), provided that such use or disclosure would not violate the Privacy Rule if done by Client.

2.2 Permitted Uses of PHI by MED3000. Except as otherwise limited in this Addendum, MED3000 may use PHI for the proper management and administration of MED3000 or to carry out the legal responsibilities of MED3000.

2.3 Permitted Disclosures of PHI by MED3000. Except as otherwise limited in this Addendum, MED3000 may disclose PHI for the proper management and administration of MED3000, provided that the disclosures are Required by Law, or MED3000 obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon MED3000 pursuant to this Addendum), and that the person agrees to notify MED3000 of any instances of which it is aware in which the confidentiality of the information has been breached. MED3000 may disclose PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

2.4 Data Aggregation. Except as otherwise limited in this Addendum, MED3000 may use PHI to provide Data Aggregation services for the Health Care Operations of the Client as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

2.5 De-identified Data. MED3000 may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data unless prohibited by applicable law.

SECTION 3: OBLIGATIONS OF MED3000

3.1 Appropriate Safeguards. MED3000 will use appropriate safeguards and will, after the compliance date of the HIPAA Final Rule, comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this Addendum. Except as expressly provided in the Underlying Agreement or this Addendum, MED3000 will not assume any obligations of Client under the Privacy Rule. To the extent that MED3000 is to carry out any of Client's obligations under the Privacy Rule as expressly provided in the Underlying Agreement or this Addendum, MED3000 will comply with the requirements of the Privacy Rule that apply to Client in the performance of such obligations.

3.2 Reporting of Improper Use or Disclosure, Security Incident or Breach. MED3000 will report to Client any use or disclosure of PHI not permitted under this Addendum, Breach of Unsecured PHI or any Security Incident, without unreasonable delay, and in any event no more

than thirty (30) days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by MED3000 to Client of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on MED3000's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. MED3000's notification to Client of a Breach will include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by MED3000 to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that Client would need to include in its notification, as such particulars are identified in 45 C.F.R. § 164.404.

3.3 MED3000's Agents. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), as applicable, MED3000 will enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of MED3000 for services provided to Client, providing that the agent agrees to restrictions and conditions that are substantially similar to those that apply through this Addendum to MED3000 with respect to such PHI.

3.4 Access to PHI. The Parties do not intend for MED3000 to maintain any PHI in a Designated Record Set for Client. To the extent MED3000 possesses PHI in a Designated Record Set, MED3000 agrees to make such information available to Client pursuant to 45 C.F.R. § 164.524, within ten (10) business days of MED3000's receipt of a written request from Client; provided, however, that MED3000 is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Client. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to MED3000, or inquires about his or her right to access, MED3000 will either forward such request to Client or direct the Individual to Client.

3.5 Amendment of PHI. The Parties do not intend for MED3000 to maintain any PHI in a Designated Record Set for Client. To the extent MED3000 possesses PHI in a Designated Record Set, MED3000 agrees to make such information available to Client for amendment pursuant to 45 C.F.R. § 164.526 within twenty (20) business days of MED3000's receipt of a written request from Client. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to MED3000, or inquires about his or her right to amendment, MED3000 will either forward such request to Client or direct the Individual to Client.

3.6 Documentation of Disclosures. MED3000 agrees to document such disclosures of PHI and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. MED3000 will document, at a minimum, the following information ("Disclosure Information"): (a) the date of the disclosure; (b) the name and, if known, the address of the recipient of the PHI; (c) a brief description of the PHI disclosed; (d) the purpose of the disclosure that includes an explanation of the basis for such disclosure; and (e) any additional information required under the HITECH Act and any implementing regulations.

3.7 Accounting of Disclosures. MED3000 agrees to provide to Client, within twenty (20) business days of MED3000's receipt of a written request from Client, information collected in accordance with Section 3.6 of this Addendum, to permit Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. If an Individual submits a written request for an accounting of disclosures of PHI pursuant to 45 C.F.R. § 164.528 directly to MED3000, or inquires about his or her right to an accounting, MED3000 will direct the Individual to Client.

3.8 Governmental Access to Records. MED3000 will make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by MED3000 on behalf of, Client available to the Secretary for purposes of the Secretary determining Client's compliance with the Privacy Rule and the Security Rule.

3.9 Mitigation. To the extent practicable, MED3000 will cooperate with Client's efforts to mitigate a harmful effect that is known to MED3000 of a use or disclosure of PHI by MED3000 that is not permitted by this Addendum.

3.10 Minimum Necessary. MED3000 will request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.

3.11 HIPAA Final Rule Applicability. MED3000 acknowledges that enactment of the HITECH Act, as implemented by the HIPAA Final Rule, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, MED3000 under the Privacy Rule and Security Rule. MED3000 agrees, as of the compliance date of the HIPAA Final Rule, to comply with applicable requirements imposed under the HIPAA Final Rule, including any amendments thereto.

SECTION 4: OBLIGATIONS OF CLIENT

4.1 Notice of Privacy Practices. Client will notify MED3000 of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect MED3000's use or disclosure of PHI. Client will provide such notice no later than fifteen (15) days prior to the effective date of the limitation.

4.2 Notification of Changes Regarding Individual Permission. Client will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing MED3000 with PHI. Client will notify MED3000 of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect MED3000's use or disclosure of PHI. Client will provide such notice no later than fifteen (15) days prior to the effective date of the change.

4.3 Notification of Restrictions to Use or Disclosure of PHI. Client will notify MED3000 of any restriction to the use or disclosure of PHI that Client has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect MED3000's use or disclosure of PHI. Client will provide such notice no later than fifteen (15) days prior to the effective date of

the restriction. If MED3000 reasonably believes that any restriction agreed to by Client pursuant to this Section may materially impair MED3000's ability to perform its obligations under the Underlying Agreement or this Addendum, the Parties will mutually agree upon any necessary modification of MED3000's obligations under such agreements.

4.4 Permissible Requests by Client. Client will not request MED3000 to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HITECH Act if done by Client, except as permitted pursuant to the provisions of Sections 2.2, 2.3, 2.4 and 2.5 of this Addendum.

SECTION 5: TERM AND TERMINATION

5.1 Term. The term of this Addendum will commence as of the Effective Date, and will terminate when all of the PHI provided by Client to MED3000, or created or received by MED3000 on behalf of Client, is destroyed or returned to Client. If it is infeasible to return or destroy PHI, MED3000 will extend the protections to such information, in accordance with Section 5.3.

5.2 Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of this Addendum, such Party may terminate this Addendum immediately if cure is not possible. Otherwise, the non-breaching party will provide written notice to the breaching Party detailing the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such thirty (30) day cure period, the non-breaching Party may terminate this Addendum if the breaching party does not cure the breach or if cure is not possible. If termination is not feasible, the non-breaching party may report the breach or violation to the Secretary.

5.3 Effect of Termination.

5.3.1 Except as provided in Section 5.3.2, upon termination of the Underlying Agreement or this Addendum for any reason, MED3000 will return or destroy all PHI received from Client, or created or received by MED3000 on behalf of Client, at Client's expense, and will retain no copies of the PHI. This provision will apply to PHI that is in the possession of subcontractors or agents of MED3000.

5.3.2 If it is infeasible for MED3000 to return or destroy the PHI upon termination of the Underlying Agreement or this Addendum, MED3000 will: (a) extend the protections of this Addendum to such PHI and (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as MED3000 maintains such PHI.

SECTION 6: COOPERATION IN INVESTIGATIONS

The Parties acknowledge that certain breaches or violations of this Addendum may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party will cooperate in good faith in all respects with the other Party in connection with any request by a federal or state

governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

SECTION 7: SURVIVAL

The respective rights and obligations of MED3000 under Section 5.3 of this Addendum will survive the termination of this Addendum and the Underlying Agreement.

SECTION 8: AMENDMENT

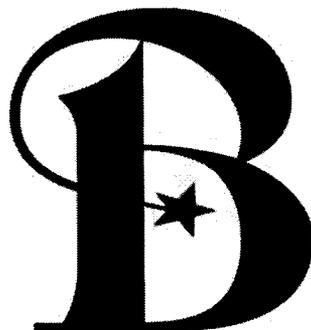
This Addendum may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties. In addition, if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of MED3000 or Client that are embodied in terms of this Addendum, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this Addendum to give effect to such revised obligations.

SECTION 9: EFFECT OF ADDENDUM

In the event of any inconsistency between the provisions of this Addendum and the Underlying Agreement, the provisions of this Addendum will control. In the event that a court or regulatory agency with authority over MED3000 or Client interprets the mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, in a way that is inconsistent with the provisions of this Addendum, such interpretation will control. Where provisions of this Addendum are different from those mandated in the Privacy Rule, the Security Rule, or the HIPAA Final Rule, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this Addendum will control.

REQUEST FOR PROPOSAL

Ambulance Supplemental Payment Program



ATTACHMENT A
(PART OF THE AGREEMENT)

CITY OF BRYAN *The Good Life, Texas Style.™*

RFP # 14-003
DUE DATE: October 24, 2013
@ 2:00 P.M. C.S.T.

CITY OF BRYAN
Purchasing Department
1309 E. Martin Luther King St.
Bryan, TX 77803
979-209-5500
www.bryantx.gov

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: <http://tlo2.tlc.state.tx.us/statutes/lq.toc.htm> . If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 1309 E. MLK St., Bryan, Texas 77803 or call (979)209-5500.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF BRYAN, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

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INTRODUCTION

RFP# 14-003 Ambulance Supplemental Payment Program

The City of Bryan, Fire and Finance Departments ("City"), is seeking Proposal(s) from qualified Service Providers to prepare a cost allocation report in order to participate in the Ambulance Supplemental Payment Program from the Texas Health and Human Services Commission. This supplemental payment program allows approved governmental ambulance providers to submit an annual cost report and receive supplemental payments up to reconciled cost in accordance with State and Federal rules for services provided on or after August 1, 2009. The supplemental payments are based only for Medicaid and uninsured patients. Currently the state allows governmental ambulance service providers to participate in Texas Ambulance Supplemental Payment Program.

It is the intent of the City of Bryan to select a single provider to accomplish services outlined in this Request for Proposal.

Electronic or Sealed proposals will be accepted until **2:00 p.m. CST on September 24, 2013** and should be addressed to:

City of Bryan - Purchasing Department
Attn: Susan Chmelar, Buyer
1309 E. Martin Luther King St.
Bryan, TX 77803
schmelar@bryantx.gov

You may upload one (1) electronic or sealed proposal in the format prescribed herein on our website at <http://brazosbid.cstx.gov/>. If you choose to respond in writing, one (1) original, three (3) copies and one (1) electronic version (CD or jump drive) of the proposal must be returned in a sealed envelope bearing the RFP name, RFP number, and the name and address of the respondent on the outside of the envelope. Response packages will be accepted until 2:00 p.m. CST on September 24, 2013 and should be addressed as shown above.

The City believes that the data contained in this RFP is sufficient; however, requests for additional information will be considered depending on the RFP time frame and the availability of the requested information.

In order to ensure a fair and objective RFP process and evaluation, all questions and inquiries related to this Request for Proposal shall be addressed in writing via the Brazos Valley Online Bidding System (<http://brazosbid.cstx.gov/>). **The deadline for written questions and inquiries is October 15, 2013 @ 10:00 a.m. CST.** Contact with any City of Bryan employee or official is prohibited without prior written consent from the Purchasing Department or designee. Service Providers contacting any employee(s) or official(s) without prior written consent risk elimination of their proposal from further consideration.

The RFP is on file and may be examined at the Purchasing Department Office at 1309 E. Martin Luther King Jr. Street, Bryan, Texas. Documents may be obtained by prospective providers by downloading at <http://www.brazosbid.cstx.gov>. If you do not have computer accessibility, you may obtain a hard copy by calling 979-209-5555.

SCHEDULE OF EVENTS

Schedule of Events

The tentative schedule for this Request for Proposal is as follows:

Release and Distribute RFP to Service Providers	September 24, 2013
Deadline for Questions and Inquiries	October 15, 2013 @ 10:00 a.m.
Proposal Submission Deadline	October 24, 2013 @ 2:00 p.m.
Contract Evaluations/Negotiations	November 15, 2013
Earliest Award by City	December 6, 2013

DEFINITIONS, TERMS AND CONDITIONS

Definitions

In order to simplify the language throughout this request for qualification, the following definitions shall apply:

CITY OF BRYAN/CITY – A home rule Municipal Corporation of the State of Texas.

CITY COUNCIL – The elected officials of the City of Bryan, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a Supplier to furnish supplies or services over a designated period of time during which repeated purchases are made of the commodity or service specified.

COOPERATIVE AGREEMENT – Any governmental entity(s) that has entered into a joint interlocal purchasing cooperative agreement with the City of Bryan, Texas.

SERVICE PROVIDER/OFFEROR/VENDOR/FIRM – Organization offering a proposal in response to this RFP.

PARTICIPATING ENTITIES – The City of Bryan and any other local entity who may elect to participate in the future.

RFP – Request for Proposal

Proposals

The submitted proposal(s) must be received by the Purchasing Department prior to the time and date specified herein. The mere fact that the proposal was dispatched will not be considered; the Service Provider must ensure that the proposal is actually delivered and received on time.

Proposals received after the date and time specified shall be returned unopened and will be considered void and unacceptable. The City of Bryan is not responsible for lateness of mail carrier, etc., and time/date stamp in the Purchasing Department shall be the official time of receipt.

Proposals cannot be altered or amended after the closing date. Alterations made before closing must be initialed by Service Provider guaranteeing authenticity. Proposals may not be withdrawn after proposal closing date and Service Provider so agrees upon submittal of their proposal.

Proposals will be publicly acknowledged in the Purchasing Department's Conference Room at 1309 E. Martin Luther King St, Bryan, TX 77803 at 2:00 p.m. on the date previously specified. Service Providers, their representative(s), and interested persons may be present. The proposals received will be publicly opened but not read aloud.

Proposal must be submitted as instructed in the Introduction on page three (3).

By submitting a proposal, the Service Provider certifies that he has fully read and understands this "Request for Proposal" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the Service Providers own risk, and he cannot secure relief on pleas or error. Neither law nor regulations make allowance for error of omission or commission on the part of the Service Provider.

Any proposal which does not contain all of the information requested in this RFP will be considered incomplete and may be rejected by the City of Bryan.

The City of Bryan by statue is exempt from State Sales Tax and Federal Excise Tax, and the proposal price shall not include taxes.

The Service Provider shall furnish any additional information as the City of Bryan may require. The City of Bryan reserves the right to make investigation of the qualifications of the Service Provider(s) as they deem appropriate.

This proposal, when properly accepted by the City of Bryan, shall constitute a contract equally binding between the successful Service Provider and the City of Bryan. No different or additional terms, including the Service Providers' subscriber agreement, will become part of this Contract with the exception of a Change Order.

This Request for Proposal does not commit the City of Bryan to award a contract, to pay any cost incurred in the preparation of a proposal, or to procure or contract for services.

Successful Service Provider agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with the City of Bryan.

Reservations

The City of Bryan reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Proposal if found in the best interest of the City of Bryan. All proposals become the property of the City of Bryan.

The City of Bryan reserves the right to waive any informalities and technicalities and to accept the offer considered most advantageous in order to obtain the best value for the City. Causes for rejection of a proposal may include but shall not be limited to the Service Provider's current violation of any City ordinance, the Service Provider's current inability to satisfactorily perform the work or service, or the Service Provider's previous failure to properly and timely perform its obligations under a contract with the City. Service Provider's may be disqualified and rejection of proposals may be recommended for any (but not limited to) of the following causes: 1) Failure to use the proposal forms furnished by the City; 2) Lack of signature by an authorized representative on the Certification form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee (if Bid Bond required); or 6) Any alteration of the language contained within the RFP forms. City of Bryan reserved the right to waive any minor informality or irregularity.

The City reserves the right to retain all proposals submitted and to use any idea in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Service Provider of the terms and conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Bryan and the Service Provider selected.

The City of Bryan may conduct reference checks as needed to evaluate proposals. The City may contact those listed, and inclusion of this listing in your proposal is agreement that the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in evaluating the capability of the Service Provider.

Reimbursements

There is no expressed or implied obligation for the City of Bryan to reimburse responding Service Providers for any expenses incurred in preparing proposals in response to this Request for Proposal, and the City of Bryan will not reimburse responding Service Providers for these expenses, nor will they pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Certification

RFPs *must be* completed and submitted as required in this document. Certification form *must be* fully completed. Failure to submit the certification form within the sealed RFP *will result* in the RFP being rejected as non-responsive.

By submitting a RFP, the Service Provider certifies that he has fully read and understands this "Request for Proposals" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the Service Provider's own risk, and he cannot secure relief on pleas or error. Neither law nor regulations make allowance for error of omission or commission on part of Service Provider.

Communication

The City of Bryan shall not be responsible for any verbal communication between any employee of the City or City Official and any potential Service Provider. Only written and properly submitted proposals will be considered.

Negotiations

During the evaluation process, City of Bryan reserves the right, where it may serve the City of Bryan's best interest, to request additional information or clarifications from proposers. At the discretion of the City, all Service Provider(s) reasonably susceptible of being selected based on criteria set forth in this RFP, may be requested to make oral presentations. Each proposal must designate the person(s) who will be responsible for answering technical and contractual questions. Preliminary negotiations may be conducted with responsible Service Provider(s) who submit proposals that are reasonably susceptible of being selected. At the discretion of the City, all Service Provider(s) reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Selection Committee.

Service Provider(s) will be ranked in order of preference and final contract negotiations will begin with the top ranked Service Provider. Should negotiations with the highest ranked Service Provider fail to yield a contract, or if the Service Provider is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked Service Provider, etc.

Cooperative Agreements

Successful Service Provider agrees to extend prices and terms to all governmental entities having entered, or future entities, into interlocal cooperation agreements with the City of Bryan.

Disclosure

At the public opening, there will be no disclosure of contents to competing Service Providers, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Service Provider identifies as proprietary, all proposals will be open for public inspection after the contract award. Proprietary information must clearly be identified by typing the word "CONFIDENTIAL" in bold fourteen (14) point font on the bottom margin and indicate what information is protected.

If Proposal Results in a Contract, the Following Terms and Conditions Will Apply:

Proposers should be aware that the RFP and the contents of the successful proposal will become a part of any subsequent contractual document that may arise from this RFP. In case of discrepancy between the RFP and the Service Provider's proposal, the RFP will rule.

Award of the contract shall be based on demonstrated competence and qualifications, so long as the professional fees are consistent with, and not higher than the published recommended practices and fees of the various professional associations and do not exceed any maximums provided by state law.

The contract will remain firm for a **minimum twenty four (24) month period** from the date of contract award. The City of Bryan reserves the right to extend this contract for **three (3) additional one-year periods** upon mutual agreement of all parties. Contracts can be cancelled, without penalty, with thirty (30) days written notice of cancellation by the City of Bryan.

The opportunity for City of Bryan to enter into contract with the successful Provider(s) will remain open for a period of ninety (90) days from the date and time of the proposal submission deadline date, with the same terms, conditions and negotiated fee schedule.

The City of Bryan will not accept any contract terms that require pre-payment for services, supplies or equipment. Limited exceptions may be considered for operating leases or software maintenance and support agreements. Software maintenance and support fees may not be assessed for any system that is not installed, operational and available for use by the City of Bryan.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All Change Orders to the contract will be made in writing by the Purchasing Department for the City of Bryan.

Should there be a change in ownership or management, the Contract shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This Contract is nontransferable by either party.

Payment will be made in accordance with a negotiated fee schedule.

All invoicing shall be submitted in duplicate to the City of Bryan. If invoices are subject to cash discount, discount period is to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices are to be paid in full within 30 days after satisfactory delivery of services and billing.

No public official or City employee shall enter into a contract with the City that violates Local Government Code, Section 171.003.

The Service Provider will be required to comply with all provisions of the President's Executive Order No. 11246 as of September 24, 1965.

Service Providers are advised that all contracts are subject to all legal requirements provided in the City Charter and applicable City Ordinances, State, and Federal Statutes.

This Request for Proposal includes the City's Standard Form of Agreement (Exhibit A). The Provider should review this agreement thoroughly. If Provider has any exceptions to the standard terms and conditions, Provider must identify any provision they are not prepared to satisfy in their proposal submission. The enclosed "Certification Authorization Acknowledgment" Form must be properly executed and provided with the sealed proposal indicating the Provider's willingness to execute the City's Standard Form of Agreement Contract.

The City of Bryan operates and is funded on a fiscal year basis; accordingly, the City of Bryan reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.

Addenda

In the event of a needed change in the published RFP documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum. All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Providers are responsible for obtaining all published addenda from the City of Bryan on-line bid system at <http://www.brazosbid.cstx.gov> or from the City of Bryan Purchasing office. The City assumes no responsibility for the Providers failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the proposal to be rejected. The City's decision to accept or reject any particular proposal due to a failure to acknowledge and submit addenda shall be final.

GENERAL INFORMATION

Background

The City of Bryan is located in Central Texas between Austin and Houston. The City of Bryan was incorporated in 1872. The original square-mile town site now consists of more than 43.4 square miles. The 2009 population estimate for Bryan is 74,654.

The City of Bryan is a home-rule city that operates under the Council-Manager form of government. The City provides a full range of municipal services as prescribed by statute or charter. These services include police, fire and emergency medical services, parks and recreational facilities, library services, street maintenance and construction, public improvements, general administrative services and electrical, water, sewer, and sanitation systems.

City Charter, Council minutes, Budget information, maps and a wealth of miscellaneous information about the City of Bryan can be found online at www.bryantx.gov.

The City of Bryan currently utilizes Digitech Computer, Inc. for our ambulance billing services. Our rates have been established by City Ordinance through the City Council.

LISTED BELOW ARE QUESTIONS/ANSWERS TO CLAIRIFY POTENTION NEEDED INFORMATION:

1. Who will responsible for the accuracy of any cost figures provided to the contractor for cost report submittal purposes to Medicaid.
Answer: The City will provide in good faith all numbers requested by the contractor for the preparation and submittal of the cost report.
2. In the event of a State or Federal audit of the cost report that results in a payback, which party (City or Service Provider) is ultimately responsible for that payback?
Answer: The City is ultimately responsible for that payback. However, the payback may result in a fee adjustment to the Service Provider.
3. We are a third-party ambulance billing company and are familiar with the ambulance supplemental pay program. We want to clarify if this bid is for the supplemental pay program only, or is it also for billing ambulance claims.
Answer: Ambulance Supplemental Payment Program only.
4. If the bid is for the ambulance supplemental pay program only, how will the winning company be paid? Will it be on a percentage collected or a percentage billed.
Answer: The respondent is responsible to address the fee structure pertaining to the service including commission and/or fees within their proposal document.

INTENT AND SCOPE OF WORK

The City of Bryan is requesting proposals for an Ambulance Supplemental Payment Program and associated services in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

It is the City of Bryan intent to contract with one (1) service provider for this service, and any associated service(s), equipment or technologies.

OVERVIEW

Ambulance Supplemental Payment Program is a federally approved program designed to provide additional reimbursement to governmental providers that serve Medicaid, Medicaid Managed Care, and the Uninsured fee for service patients. The City of Bryan Fire Department would be eligible for a portion of the variance between the cost of providing ambulance services to Medicaid and Uninsured patients, and what Medicaid pays.

The City of Bryan Emergency Medical Services (EMS) provides ambulance service through its 911 dispatched ambulance services based on 911 dispatched calls. Included in this request for proposals (RFP) are minimum general criteria, scope of services, evaluation criteria, qualifications and technical requirements and pricing proposal definition. Any solution offered must, at a minimum, achieve the following fundamental objectives.

- Comply fully with current local, state and federal laws and statutes.
- Maximize revenue for the City and in line with the cost reporting procedures of the Texas Health and Human Services Commission.

SCOPE

The City of Bryan EMS responds to over 7400 calls and transports over 5400 patients yearly. The City operated a fleet of 4 full time ambulances and 5 engines. All ambulances are staffed and equipped for advance life support.

Historical billed and collection data:

Billed	Medicaid	Uninsured	Collected	Medicaid	Uninsured
\$7,525,333	\$1,323,589	\$1,843,318	\$598,842	\$512,612	\$86,230

*as of 12/1/2011-07/31/2013

Transport Mix, defined as the percentage of dollars billed and collected to each of the following payer groups 12/1/2011-07/31/2013, is as follows:

Billed	Collected
Medicare -- 44%	Medicare -- 53%
Medicaid -- 18%	Medicaid -- 18%
Commercial Insurance -- 14%	Commercial Insurance -- 26%
Uninsured Accounts-- 24%	Uninsured Accounts -- 3%

Rate Structure and Mileage Charges are as follows:

Transport	Within the Bryan/CS City Limits	Outside the Bryan/CS City Limits
BLS	\$750 plus \$12/loaded mile	\$750 plus \$15/loaded mile
ALS1	\$850 plus \$12/loaded mile	\$850 plus \$15/loaded mile
ALS2	\$950 plus \$12/loaded mile	\$950 plus \$15/loaded mile

SPECIAL PROVISIONS

Selection Process

A selection committee composed of Randy McGregor/ Fire Chief and Cory Matthews/ EMS Chief and any other persons they may identify shall review all proposals.

Selection shall be based on the responsible Service Provider(s) whose proposal is determined to be the **best value to the City of Bryan**, considering the relative importance of the evaluation criteria listed herein.

The City of Bryan reserves the right to award contracts to **one or more Service Provider(s)** submitting the best overall proposal that is deemed to best represent the desires and needs of the City of Bryan; however, it is the City of Bryan’s desire to contract with only one Service Provider for all services outlined in the RFP.

Oral Presentations

After all proposals have been evaluated, the selection committee may require representatives of one or more of the respondents to appear and make presentations to the selection committee for the purpose of making a final evaluation and recommendation for contract award. However, the City, may in its sole discretion, award a contract without presentations, based solely on information supplied in the proposal responses.

News Releases/Publicity

News releases, publicity releases, or advertisements relating to this engagement or the tasks or projects associated with this engagement shall not be made without prior written approval from the City.

FORMAT REQUIREMENT

Requirements:

The following instructions describe the form in which proposals must be submitted.

Responses to the following items will be used for proposal evaluation. Proposals which do not contain responses to each of the requirement items will be considered incomplete and may be rejected by the City of Bryan.

Proposal documents should provide a straightforward, concise description of the Service Provider's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City of Bryan. The requirements stated do not preclude Service Providers herein from furnishing additional reports, functions, and costs as deemed appropriate.

Bid Submission: Upload one (1) electronic proposal in the format prescribed herein on our website at <http://brazosbid.cstx.gov/> . Or, if you choose to respond in writing, one (1) original, three (3) copies and one (1) electronic version (CD-ROM) of the proposal should be returned in a sealed envelope/package bearing the RFP name, RFP number and name and address of the respondent **on the outside of the delivery package.**

To facilitate the review of the responses, Providers shall follow the described proposal format:

TAB A Qualifications and Experience

1. Briefly introduce your Firm, providing a summary of the administration, organization and staffing of your Firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.
2. If your Firm has multiple office locations, specify which location you propose to service our account.
3. Specify current work load, flexibility of scheduling, size of collection staff, location where work/research will primarily be performed.
4. Describe the experience of the Firm in the last thirty six (36) months in performing services in similar size and scope. Particular emphasis will be placed on Providers that have performed Ambulance Supplemental Payment Programs for municipalities.
5. Identify the project manager and each individual who will work as part of this engagement. Include résumés for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
6. Describe the organization of the proposed team, detailing the level of involvement, field of expertise, and estimated hours for each member of the team.
7. Describe what municipal staff support you anticipate for the project.
8. Identify the number and type of Ambulance Supplemental Payment Programs presently being conducted by the Firm.
9. Address any performance related litigation that your Firm may be, or has been, involved in over the last five (5) years.

10. Identify if your Firm has had any contracts terminated due to non-performance over the last five (5) years.
11. Identify adverse actions sanctioned by any regulatory authorities over the last five (5) years.

TAB B

Rates and Expenses

1. Provide a proposed fee schedule. Express your administrative fee in lump sum not-to-exceed maximum amount or a percentage of the monies collected and a separate price for travel and related expenses.
2. Indicate your specific expectations concerning reimbursement for travel, per diem expenses, printing, video conferences, and other incidental expenses for the Service Provider.
3. Service Provider shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.
4. Related expenses chargeable to the City, such as supplies, printing, binders, etc. shall be passed through at Service Provider's cost. Related expenses shall not include postage, copies, telephone toll charges, or other charges incurred in the normal course of business and shall not be charged.
5. Expenses not specifically listed will not be considered reimbursable.

TAB C

Project time-line

1. Proposals must include a time-line that includes as a minimum, each decision point and milestones for each step of the process.
2. Proposals must provide chronological time-line of each task or event and the estimated time required to complete the engagement.

TAB D

Methodology including technical approach and understanding of the scope of the project.

1. Proposals must indicate a clear understanding of the scope of the work, including a detailed project plan for this engagement outlining major tasks and responsibilities, time frames, and staff assigned for each category of the scope of work identified above.
2. Proposals shall identify progress reports that will be made available during the process and key decision points.
3. Proposals shall clearly distinguish the Providers' duties and responsibilities and those of the City. Absence of this distinction shall mean the Provider is assuming full responsibility for all tasks.

TAB E

References

Provide references for similarly successful projects from three government agencies, including the name of the agency, contact name, telephone, fax and email address.

TAB F

Certification page, acknowledgement of any Addenda issued and a statement of willingness to sign the City's Standard Form of Agreement.

EVALUATION FACTORS

The City of Bryan will review all proposals to determine compliance with the requirements as specified in the RFP. Only proposals which, in the opinion of the Selection Committee, meet the requirements of the RFP will be further evaluated.

Proposals that pass the preliminary review will be evaluated on how well the proposal meets the needs of the City of Bryan as described in the Service Provider's response to each requirement listed in the RFP. The Selection Committee will review all written proposals that meet the minimum requirements and will select what it deems to be the top two to four proposals for further review. It is important that the responses be clear and complete so that the Selection Committee can adequately understand all aspects of the proposals.

Evaluation Factors

After receipt of proposals, the City of Bryan will use the following criteria in the selection process:

- 45% Rates and expenses
- 25% Qualifications and experience
- 20% Project design and methodology including technical approach and understanding of the scope of the project.
- 10% References

CERTIFICATION AND AUTHORIZATION

CERTIFICATION and AUTHORIZATION:

The undersigned certifies that they have fully read RFP # 14-003 and understands this "Request for Proposal" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this proposal, that this proposal has not been prepared in collusion with any other Service Provider, and that the contents of this proposal have not been communicated to any other Service Provider prior to the official opening of this proposal. Additionally, the undersigned affirms that the Service Provider is willing to sign the enclosed Exhibit A, Standard Form of Agreement Contract.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: _____

Date: _____

END OF RFP #14-003

Jonathan Koury / Janis Hampton - Agreed
and accepted the Business Assoc Agmt.

CONTRACT FOR AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM

This Contract, dated _____, 2013, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and _____ (the Service Provider), whereby the Service Provider agrees to provide the City with certain services as described herein and the City agrees to pay the Service Provider for those services.

1. Scope of Services

In consideration of the compensation stated in **Paragraph 2**, the Service Provider agrees to provide the City with the services as described in **Exhibit A - RFP #14-003 and Exhibit B - Insert Firms Name - Proposal to the City of Bryan** which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

"AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM"

2. Payment

In consideration of the Service Provider's provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the Service Provider according to the terms set forth in **Exhibit A and Exhibit B**.

3. Time of Performance

A. All work and services provided under this Contract must be completed as outlined in **Exhibit A and Exhibit B**.

B. **Time is of the essence of this Contract.** The Service Provider shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the project timeline specified in **Exhibit A and Exhibit B**.

4. Warranty, Indemnification, & Release

A. As an experienced and qualified Service Provider, the Service Provider warrants that the information provided by the Service Provider reflects high professional and industry standards, procedures, and performances. The Service Provider warrants that the performance of all services under this Contract will be pursuant to a high standard of performance in the profession. The Service Provider warrants that the Service Provider will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Service Provider, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their services, or any document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Service Provider, its employees, associates, agents, or subcontractors.

B. The Service Provider shall promptly correct any defective services or documents furnished by the Service Provider at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Service Provider's services hereunder or of the scope of work itself shall in no way alter the Service Provider's obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the Service Provider is an independent contractor and not an agent or employee of the City. The Service Provider and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Service Provider shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Service Provider shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Service Provider shall have ultimate control over the execution of the professional services. The Service Provider shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Service Provider or any of the Service Provider's subcontractors.

D. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Service Provider, its officers, employees, agents, subcontractors, invitees, licensees, and other persons..

E. Responsibility for damage claims (indemnification): Service Provider shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Service Provider's negligent performance of the work, or by or on account of any claims or amounts recovered under the Worker's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. The Service Provider shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Service Provider's negligence.

F. Release. The Service Provider releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Service Provider or its employees and any loss of or damage to any property of the Service Provider or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Service Provider's negligent performance of the work. Both the City and the Service Provider expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. Service Provider's Insurance

The Service Provider agrees to maintain, on a primary basis, for the duration of this contract the insurance coverage and limits as described below. The Service Provider must deliver to the City a certificate(s) of insurance evidencing that such policies are in full force and effect with verification within five (5) business days of notification of the City's intent to award a contract. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within five (5) business days may cause the proposal to be rejected. The City reserves the right to obtain complete, certified copies of all required insurance policies at any time.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by the Service Provider, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Service Provider under the Agreement.

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & \$500,000/\$500,000/\$500,000 Service Provider agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Service Provider shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City required. *This requirement may be waived with satisfactory evidence that the contractor is sole proprietor(s) or if the Service Provider will not be handling money on behalf of the City or conducting work on city premises.*

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Service Provider agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required. *This requirement may be waived with satisfactory evidence that the Service Provider will not be handling money on behalf of the city or conducting work on city premises.*

PROFESSIONAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Service Provider agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission of the Service Provider or any person employed or acting on the Service Provider's behalf (including but not limited to sub-contractors). For policies written on a "claims-made" basis, Service Provider agrees to maintain a retroactive date prior to or equal to the effective date of this contract and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this contract. The Service Provider is solely responsible for any additional premium for the supplemental extended reporting period.

UMBRELLA or EXCESS LIABILITY Service Provider may satisfy the minimum liability limits required for Commercial General Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Service Provider agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

SERVICE PROVIDER'S INSURANCE TO BE PRIMARY Service Provider's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under the contract.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION Service Provider shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR'S INSURANCE Service Provider shall agree to cause each subcontractor employed by Service Provider to purchase and maintain insurance of the type specified, provided the Service Provider's insurance does not afford coverage on behalf of the subcontractor.

CERTIFICATE OF INSURANCE Service Provider shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VII" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days' notice for cancellation due to non-payment of premiums, is given the City of Bryan.

If the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Service Provider shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Service Provider until coverage is reinstated. If the Service Provider fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Service Provider's expense.

Certificates and notices should be provided to the City at the following address:

City of Bryan
Attn: Risk Department
PO Box 1000
Bryan, TX 77805

6. Termination

A. The City may terminate this Contract at any time upon **thirty (30)** calendar day's written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the Service Provider fails to fulfill its obligations under this Contract, or if the Service Provider violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Service Provider **five (5)** calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider for the purpose of setoff until the exact amount of damages due the City from the Service Provider is determined and paid.

7. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan:
Attn: Risk Management
P.O. Box 1000
Bryan, Texas 77805

The Service Provider:

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the Service Provider and supersedes all prior contracts, negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the Service Provider without the prior written approval of the City.

F. The Service Provider, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Service Provider must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. Reimbursable or other miscellaneous expenses incurred by the Service Provider shall be included in the contract price; additional payment for such expenses will not be considered.

H. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

APPROVED AS TO FORM:

Janis Hampton, City Attorney
Date: _____

CITY OF BRYAN:

APPROVED FOR PROCESSING:

Date: _____

Jason Bienski, City Manager
Date: _____

ATTEST:

Mary L. Stratta, City Secretary
Date: _____

SERVICE PROVIDER:

(SERVICE PROVIDER'S – Corporate Seal)
(Corporations only)

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the _____ day of _____, 2013, by
_____ on behalf of _____.

Notary Public in and for the State of Texas

EXHIBIT "B"

SERVICE PROVIDER'S - Proposal to the City of Bryan



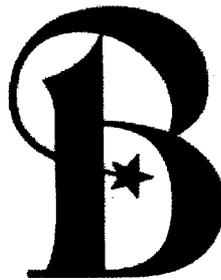
ATTACHMENT B
(PART OF THE AGREEMENT)

**Response to Solicitation 3801-13
City of Bryan, Texas**

Ambulance Supplemental Payment Program

**MED3000, Inc.
3131 Newmark Dr. Suite 100
Miamisburg, OH 45342**

**Steve Culham; EMS Marketing Manager
(937) 291-2882
November 24, 2013**



CITY OF BRYAN
The Good Life, Texas Style.

McKESSON
MED3000

MED3000

October 24, 2013

City of Bryan--Purchasing Department
Attn: Ms. Susan Chmelar, Buyer
1309 E. Martin Luther King St.
Bryan, TX 77803

Dear Ms. Chmelar and Members of the City of Bryan Selection Committee:

MED3000 is pleased to submit our proposal in response to your solicitation for *Ambulance Supplemental Payment Program*, RFP# 14-003. Please accept our proposal. Our Fire/EMS client base of over 160 accounts generates over 700,000 annual EMS transport billables, making MED3000 one of the leading EMS revenue recovery companies in America.

This proposal is a firm offer and will remain so for at least 180 days from its due date. MED3000 understands in full all requirements of your RFP, and our response specifically meets your requirements. We will comply with all provisions set forth in this response to the RFP. All persons, companies, and parties associated with this proposal are named in this proposal, and we make this offer without collusion with any other person or entity.

MED3000, now part of McKesson, has over twenty years of EMS billing and medical billing experience. We specialize in EMS billing, municipality cost recovery, and medical revenue management. MED3000 possesses both the trained personnel and expertise required to improve all aspects of EMS billing and claims management for the City of Bryan.

You can expect the highest level of service and excellent billing results from MED3000. We welcome the opportunity to provide you with additional information in an oral interview with our experienced team. Please contact me if you need further information or to schedule a time for oral presentations: 937-660-7002 or glenn_goodpaster@MED3000.com. I look forward to hearing from you.

Respectfully submitted,



Glenn Goodpaster
Senior Vice-President
MED3000 Now Part of McKesson
Business Performance Services
office: 937.660.7002

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Tab G	Attachments	
	<ul style="list-style-type: none">• McKesson / MED3000 Organizational Chart• Project Qualifications• Resumes• Team Organizational Chart• Bryan Certification Page• Business Support Services Agreement	

MCKESSON

MED3000

**Response to Request for Proposal 14-003
Ambulance Supplemental Payment Program
City of Bryan**

TAB A: Qualifications and Experience

1. Briefly Introduce Your Firm

McKesson / MED3000 is excited about the opportunity to provide Ambulance Supplemental Payment Program Services to the City of Bryan, as detailed in **Request for Proposal # 14-003**. At McKesson / MED3000, we offer Fire and EMS providers cost-effective solutions to maximize revenues through our array of technology and consulting services. We see the City of Bryan as a unique ambulance services provider which needs the experience we at McKesson / MED3000 have to ensure you optimize revenue and mitigate risks associated with the Texas Ambulance Supplemental Payment Program (ASPP).

McKesson / MED3000 has put together a team that understands the great potential the ASPP brings to providers like the City of Bryan to generate an estimated \$835,000 in additional annual revenue. However, with that potential comes complexities and risk the City of Bryan must address. Our team has put together the most experienced group to not only optimize revenue, but to design and implement conservative approaches to cost determinations and cost reporting to mitigate potential audit risks. With the ASPP program changes that took place in 2012 and 2013, it will be critical for the City of Bryan to work with a firm that has a solid understanding of the program along with the knowledge of the latest developments coming from the Texas Health and Human Services Commission (HHSC) and the Centers for Medicare and Medicaid Services (CMS). The McKesson / MED3000 Team has that understanding and knowledge.

McKesson / MED3000 provides EMS revenue recovery services to over 160 EMS clients in 15 states, including Texas. Processing over 700,000 annual billables, and having experience with 10 Texas providers on ASPP services, McKesson / MED3000 possesses the expert personnel and EMS revenue recovery experience required to optimize revenue for you as part of the ASPP.

The McKesson / MED3000 organization has an EMS division that provides an array of healthcare delivery and consulting services for America's EMS industry as depicted in the organizational chart located in **TAB G. Attachments** of this response. McKesson / MED3000 has 3 EMS offices located in the United States as well as 13 additional healthcare centers

across America, including one in Plano. The MED3000 EMS division will be leading this effort with the City of Bryan, and Glenn Goodpaster will be the project director for the McKesson / MED3000 Team. Please see section **"5. Identify the Project Manager and Each Individual Who Will Work as Part of this Engagement – The McKesson / MED3000 Team"** for a project team organizational chart and description of the additional team members.

2. Specify Which Location You Propose to Service Our Account

McKesson / MED3000 will be servicing this account from our Miamisburg, Ohio, and our Project Manager's (Kevin Coyle of Revenue Optimization Solutions, LLC) Round Rock, Texas, offices. Please see section **"5. Identify the Project Manager and Each Individual Who Will Work as Part of this Engagement – The McKesson / MED3000 Team"** for details on the structure of the McKesson / MED3000 Team.

3. Specify Current Work Load

The McKesson / MED3000 Team has dedicated staff to work on this ASPP project for the City of Bryan. Our team has the experience the City of Bryan needs to become approved, do the modeling, and prepare the cost reports as part of the ASPP, and there will not be any issues with existing workloads that would delay any part of this project. Please see section **"5. Identify the Project Manager and Each Individual Who Will Work as Part of this Engagement – The McKesson / MED3000 Team"** for additional information on the McKesson / MED3000 Team. You will see our team has the experts you need to get you up and running as quickly as possible.

Our team has the flexibility to work around your schedule for both in-person and conference call meetings. In addition, with the proximity of our project manager in Round Rock, Texas, we can be on-site in short notice if there is ever a need for an ad-hoc meeting with city staff or council members.

As we detail in section **"5. Identify the Project Manager and Each Individual Who Will Work as Part of this Engagement – The McKesson / MED3000 Team"** our project team consists of five staff that will be working on this project throughout this engagement. McKesson / MED3000 is committed to providing the City of Bryan with experienced staff that has the array of specialties needed to optimize revenue and mitigate the audit risk associated with the ASPP. The McKesson / MED3000 Team consists of experienced staff with backgrounds in all aspects of the ASPP including provider approvals and EMS credentialing, cost modeling and fire department finances, ambulance service delivery, and cost reporting.

The McKesson / MED3000 Team will perform the majority of the work for this engagement from our Project Manager's location in Round Rock.

4. Describe the Experience of the Firm in the Last Thirty-Six Month in Performing Services in Similar Size and Scope

The McKesson / MED3000 Team brings together unsurpassed experience in the ASPP services the City of Bryan needs to implement this project in a manner that that will optimize revenue and mitigate the audit risks associated with the program. As our most recent clients to sign-on for our ASPP services will state, the Mesquite Fire Department and the Lancaster Fire Department were impressed with the ASPP service offerings and experience that the McKesson / MED3000 Team brings to the table. Currently, McKesson / MED3000 provides revenue cycle management services to over 160 EMS clients. While not all of them are using our ASPP service offering, the knowledge of working within the ambulance services community is an invaluable value-add for the City of Bryan as you look to implement a compliant program that maximizes revenue and mitigates audit risk. The McKesson / MED3000 Team client portfolio ranges in size from large communities generating in excess of 50,000 annual transports, to small cities and county departments that transport fewer than 1,000 patients on an annual basis. We are familiar with all kinds of providers and for the Bryan Fire Department that transports over 5,400 patients annually, the McKesson / MED3000 Team is very familiar with the services, costing, and challenges facing a department of your size. No matter the size or structure of the client, the McKesson / MED3000 Team provides consistent and comprehensive professional services to each and every client.

In addition, Kevin Coyle, the project manager for the McKesson / MED3000 Team has unparalleled skills and expertise to provide the ASPP provider approval, cost allocation modeling, and cost reporting services Bryan needs to optimize revenue and build in safeguards to mitigate audit risks for this engagement. He brings to the McKesson / MED3000 Team significant experience with provider approvals, developing cost allocation models, preparing cost reports, and providing audit support for ambulance services providers in Texas and around the country. Below is a listing of the EMS/ambulance services providers for which the McKesson / MED3000 Team has experience in Texas and that our Project Manager has in Texas over the last thirty-six months.

- Houston Fire Department (2010 – 2013)
- Dallas Fire-Rescue Department (2011 – 2013)
- San Antonio Fire Department (2010 – 2013)
- Montgomery County Hospital District (2008 – 2013)
- Galveston County Health District (2009 – 2013)
- Area Metropolitan Ambulance Authority (MedStar-Tarrant County, TX) (2009 – 2013)
- Austin-Travis County Emergency Medical Services Department (2005 – 2012)
- Mesquite Fire Department (2013)
- Lancaster Fire Department (2013)
- New Braunfels Fire Department (2013)

In addition, below are the providers outside of Texas for which the McKesson / MED3000 Team's Project Manager Kevin Coyle has experience providing similar services to those required of the City of Bryan.

- District of Columbia, Fire and Emergency Medical Services Department (2012 – 2013)
- Boston Public Health Commission – Boston EMS (2010 – 2013)
- City of Oceanside (CA) Fire Department (2011 – 2012)
- Texas Health and Human Services Commission (Medicaid Agency) (2005 – 2013)
- Massachusetts Executive Office of Health and Human Services (Medicaid Agency) (2000 – 2013)
- Richmond (VA) Ambulance Authority (2006 - 2009)

Furthermore, the McKesson / MED3000 Team has deep subject matter expertise in the Medicaid arena and team members have worked closely with several State Medicaid Agencies to design, gain approval for, and implement Medicaid supplemental payment programs. Kevin Coyle, the project manager for the McKesson / MED3000 Team has worked closely with the Texas Health and Human Services Commission (HHSC) since 2005 on the design, federal approval for, implementation, and the maintenance of the Texas ASPP. These relationships forged over time allow the McKesson / MED3000 Team to know the contacts that will help resolve issues, or if there are questions, whom to contact to get the answer. This kind of insight is beneficial as Bryan implements the ASPP.

There are several other State Medicaid Agencies for which the McKesson / MED3000 Team's Project Manager Kevin Coyle has experience over the years providing similar Medicaid supplemental payment program services, as identified below. While each state has a slightly different program from the Texas ASPP, the same overall approach, methodology, approval process, and implementation is in use, and the experiences gained from this work are invaluable to the services the City of Bryan needs to optimize revenue and mitigate the audit risks associated with the ASPP.

- State of Texas Health and Human Services Commission (2003 – 2013)
- Commonwealth of Massachusetts Executive Office of Health and Human Services (2001 – 2013)
- State of North Carolina Division of Public Health (2000 – 2013)
- State of Louisiana Department of Health and Hospitals (2003 - 2011)
- District of Columbia, Department of Health Care Finance (Medicaid Agency) (2012 – 2013)
- State of California, Department of Health Care Services (Medicaid Agency) (2011 – 2012)
- State of Oklahoma, Oklahoma Health Care Authority (Medicaid Agency) (2013)

Please see **TAB G. Attachments** for detailed **Project Qualifications** on the local governmental ambulance services providers identified above; however, the McKesson / MED3000 Team can provide additional details on any of the above listed clients, upon request.

5. Identify the Project Manager and Each Individual Who Will Work as Part of this Engagement - The McKesson / MED3000 Team

McKesson / MED3000 has assembled a team to take on the administrative burden, provide the subject matter expertise, and ensure compliance with state and federal regulatory requirements related to the ASPP. The McKesson / MED3000 Team understands the great potential the ASPP brings to the City of Bryan and how critical it will be for Bryan to work with a firm that has a solid understanding of the ASPP. McKesson / MED3000 is offering Bryan our unsurpassed experience with the ASPP through a unique service offering that we know will exceed your expectations to optimize revenue and mitigate the audit risks associated with the program. McKesson / MED3000 is excited about this opportunity to provide these services to Bryan and we know you will be as satisfied with the McKesson / MED3000 ASPP services as the **Mesquite and Lancaster Fire Departments**, our most recent clients where we have begun providing very similar ASPP services. Below are the team members that will be working on this engagement.

Glenn Goodpaster

The McKesson / MED3000 Team is being led by **Glenn Goodpaster, CPA**. Mr. Goodpaster is the Senior Vice President of EMS at McKesson and is responsible for the overall development of business strategies with EMS operations for McKesson / MED3000 EMS. In addition to his duties with McKesson / MED3000, Glenn also serves on the Board of Directors for a surgery center located in Cincinnati, Ohio. Prior to joining McKesson / MED3000 EMS, Glenn was President of Professional Management Services, a medical practice management firm. Glenn has a BSBA from the University of Cincinnati and received his CPA in 1985.

Mr. Goodpaster will be taking on the **Project Director** role for this engagement with the City of Bryan.

Kevin Coyle

McKesson / MED3000 has also brought to the team **Kevin Coyle** from Revenue Optimization Solutions, LLC (RevOPS). Mr. Coyle joined the McKesson / MED3000 Team for this scope of work with the City of Bryan and he will serve as the **Project Manager** and will be working on all aspects of the project. Mr. Coyle is the founder and President of RevOPS in Round Rock, Texas, and, prior to starting his firm in April of 2013, he worked with Public Consulting Group (PCG). Kevin has fifteen years of experience assisting state and local governments improve financial performance, most notably in the areas of revenue enhancement, cost allocation, and

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cost reporting. Mr. Coyle is one of the state's foremost experts on the ASPP and his experience includes being the lead consultant for the design, approval, and implementation of the ASPP at the statewide level in Texas. Kevin was instrumental in preparing the necessary information and providing the Medicaid subject matter expertise that paved the way for the successful approval and implementation of the ASPP for all providers in Texas. Mr. Coyle has worked closely with large and small ambulance services providers across Texas, and with the Texas Health and Human Services Commission (HHSC) on this program since it all began back in 2005.

Over the past thirteen years, Mr. Coyle has been working with emergency medical/ambulance services, hospitals, and public health providers in Texas, California, the District of Columbia, North Carolina, Louisiana, and Massachusetts to enhance financial strength and improve program performance. Since 2004, Mr. Coyle's focus has been on developing several supplemental payment/UPL initiatives for emergency medical/ambulance services providers, fire departments, and public health agencies in Texas, the District of Columbia, North Carolina, California, and Massachusetts. In 2005, Mr. Coyle was the lead consultant working with the Austin-Travis County EMS Department and the Texas Health and Human Services Commission (HHSC) to design, gain approval for, and implement the Texas ASPP. Since 2005, Mr. Coyle has worked with ten Texas ambulance services providers and HHSC to get the providers approved, conduct cost allocation modeling, and prepare cost reports for the ASPP, as well as working with state Medicaid Agencies and providers in Massachusetts and California to implement similar programs.

Mr. Coyle also has extensive experience working with cost allocation models and cost allocation plans. As part of his experience with ambulance services providers and public health agencies in Texas, the District of Columbia, Massachusetts, and North Carolina, he has developed numerous cost allocation plans and Allocation Reports for use in identifying appropriate medical services costs related to ambulance services providers. Mr. Coyle has also developed federal Medicaid compliant Full and Indirect Cost Allocation Plans for Harris County Texas, and the Louisiana Department of Health and Hospitals (the State Medicaid Agency). Mr. Coyle has a Masters Degree in Public Policy from Duke University's Sanford School of Public Policy, and maintains the necessary HHSC Cost Reporting certification to prepare and submit ASPP cost reports. Mr. Coyle also has the Medicaid 2 CFR 225 (OMB A-87) certification to prepare Medicaid compliant cost allocation plans and models, and has a NASBA/GASB compliant certification in Government Accounting and Reporting. Mr. Coyle is in the process of receiving certification in Government Auditing Standards.

Kerri Estep

Ms. Estep will be on the **Provider Approval Team** working with Mr. Coyle to prepare the necessary documentation so the City of Bryan can be approved for the ASPP as quickly as possible.

Ms. Estep is responsible for the credentialing department and joined MED3000 as a Credentialing Specialist in August of 2010. Ms. Estep was promoted to Credentialing Supervisor in June of 2012. Prior to joining MED3000, Ms. Estep worked as a Credentialing Coordinator for an EDS/Physician and EMS/Fire Billing Company. Overall, she has twelve years of experience in the medical profession and is an invaluable resource when it comes to providing and packaging the information necessary for the ASPP Provider Approval phase of the project.

Jason Bonham

Mr. Bonham will be on the **Cost Modeling and Cost Reporting Teams** working with Mr. Coyle to analyze cost and billing information and to prepare the necessary deliverables associated with the Cost Modeling and Cost Reporting phases of the project.

Mr. Bonham is McKesson / MED3000's Southwest Regional Manager overseeing the clients in Texas. Mr. Bonham began working in EMS in 1991 when he volunteered as a Firefighter in San Leon, Texas. He served as an officer and became the first person to graduate from a formal firefighting academy. In 1997 Mr. Bonham moved to Austin and spent nearly ten years with the Austin Travis County Emergency Medical Services Department and fulfilled the roll of Field Training Officer. Mr. Bonham's experience as a paramedic, firefighter, and head of McKesson / MED3000's Southwest office will allow our team to efficiently identify allowable costs for cost modeling and cost reporting purposes. Mr. Bonham will also be able to bring the service perspective to the analysis to help identify what costs are related to medical service delivery.

Carl Reedy

Mr. Reedy will be on the **Cost Modeling and Cost Reporting Teams** working with Mr. Coyle to analyze cost and service delivery information and to prepare the necessary deliverables associated with the Cost Modeling and Cost Reporting phases of the project.

Mr. Reedy, a Regional Manager, joined MED3000 team in 2005 having spent the previous three years as a division president for an Ohio-based billing company. Prior to Mr. Reedy's billing industry tenure, he spent over 30 years in the Ohio fire service, most of those with the City of Huber Heights, Ohio. Mr. Reedy began his career in Huber Heights in 1977 and rose through the ranks until he was named Chief in 1998. During his fire service career, Mr. Reedy was an innovator in regional Fire/EMS response and was heavily involved in EMS having maintained State of Ohio paramedic and ACLS certifications. He also is a recognized fire service consultant in Ohio and, as Fire Chief, was a pioneer in establishing EMS billing in West Central Ohio. Mr. Reedy's experience as a fire chief will help the McKesson / MED3000 Team analyze the costs and service level information for inclusion in the Cost Modeling and Cost Reporting phases of the project.

As identified in the RFP, please see **TAB G. Attachments** for the **Resume** of the project manager. The McKesson / MED3000 Team can provide the resumes for any of the other team members identified above, upon request.

6. Describe the Organization of the Proposed Team

We have included our **Team Organizational Chart** in **TAB G. Attachments**.

As you study our Organizational Chart, you will recognize that the McKesson / MED3000 Team is structured in a way to provide Bryan with the experts you need for the ASPP, while giving you a responsive team structure to provide exceptional customer service, and the ability to address any issues that may arise. Please see section **"5. Identify the Project Manager and Each Individual Who Will Work as Part of this Engagement – The McKesson / MED3000 Team"** for more details on the field of expertise of each team member.

Mr. Goodpaster will be taking on the **Project Director** role for this engagement with the City of Bryan. Mr. Goodpaster will be overseeing all aspects of the project and staff, and he will be using his skills in project management and accounting to make sure deliverables are on time, comply with state, federal and accounting rules and regulations, and that the project and deliverables exceed expectations. Over the course of an average fiscal year, Mr. Goodpaster will be spending an estimated 100 hours on this engagement.

Mr. Coyle will serve as the **Project Manager and Team Lead** for the ASPP services with the City of Bryan. Mr. Coyle will be managing the daily operations of the project to make sure the analysis and development of all deliverables meets the high expectations of McKesson / MED3000 and exceeds the expectations of the City of Bryan. Mr. Coyle will also be using his subject matter expertise in provider approvals, cost allocation modeling, and cost reporting to lead the McKesson / MED3000 Team's Provider Approval, Cost Allocation Modeling, Cost Reporting, and audit support phases of this project while working with McKesson staff on the development of deliverables. Over the course of an average fiscal year, Kevin will be spending an estimated 250 hours on this engagement.

Mr. Coyle's complete resume can be found in **TAB G. Attachments**.

Ms. Estep will be on the **Provider Approval Team** working with Mr. Coyle to prepare the necessary documentation so Bryan can be approved for the ASPP as quickly as possible. Ms. Estep's experience with ambulance provider credentialing and Medicare/Medicaid requirements will be invaluable to the McKesson / MED3000 Team to make sure Bryan complies with state and federal requirements. Over the course of an average fiscal year, Ms Estep will be spending an estimated 50 hours on this engagement.

Mr. Bonham will be on the **Cost Modeling and Cost Reporting Teams** working with Mr. Coyle to analyze cost and billing information and to prepare the necessary deliverables associated with the Cost Modeling and Cost Reporting phases of the project. Jason's years of experience as a paramedic and with McKesson / MED3000 in revenue cycle management will help our team develop the conservative models and prepare the necessary cost reports to optimize revenue and mitigate audit risk for the City of Bryan. Over the course of an average fiscal year, Mr. Bonham will be spending an estimated 60 hours on this project.

Mr. Reedy will be on the **Cost Modeling and Cost Reporting Teams** working with Mr. Coyle to analyze cost and service delivery information and to prepare the necessary deliverables associated with the Cost Modeling and Cost Reporting phases of the project. Carl's background and expertise as a fire chief will help increase the knowledge and understanding of the McKesson / MED3000 Team when it comes to cost allocations and reporting of allowable costs and charges in an all-hazards type fire/ambulance model as employed by the City of Bryan. Over the course of an average fiscal year, Mr. Reedy will be spending an estimated 60 hours on this project.

7. Describe What Municipal Staff Support You Anticipate for the Project

The McKesson / MED3000 Team will shoulder much of the administrative burden associated with the Provider Approval, and ongoing Cost Allocation Modeling, and Cost Reporting processes of the ASPP project, as detailed in **TAB D. Methodology**. However, the nature of the ASPP project and the information required to optimize revenues and mitigate audit risk will require some non-dedicated support from City of Bryan staff. The McKesson / MED3000 Team structures our ASPP services so there will be no need to hire any additional project management, or other staff to manage this project. Our experience tells us that City staff will be able to incorporate the ASPP requirements into your regular schedules with only minor inconveniences for meetings, data gathering, and deliverable reviews. The McKesson / MED3000 Team sees City staff involvement and support in the following areas.

Project Management

The McKesson / MED3000 Team believes it is important for the City of Bryan to understand the different aspects of the ASPP and what is going on during each step of the project. Therefore, the McKesson / MED3000 Team will conduct regular status meetings with City of Bryan project management team to keep everyone informed of the status of the project, deliverable timelines, and any issues that may arise. These structured status meetings will take place at convenient times for City staff, and the McKesson / MED3000 Team will direct the meetings. Participation from City project management staff will be encouraged and the McKesson / MED3000 Team recommends having these project management meetings on a monthly basis, with interim status meetings as requested by the City of Bryan to meet the needs of other City stakeholders such as the City Manager, City Council, etc. The McKesson /

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MED3000 Team will work with the City of Bryan project management team to schedule these meetings.

Data Gathering

The McKesson / MED3000 Team will also need assistance from City staff to obtain the data items necessary for the Provider Approval, Cost Allocation Modeling, and Cost Reporting phases of the project. The McKesson / MED3000 Team anticipates working primarily with the Fire Department to get the information that we need; however, we will also need to gather information from the Fiscal Services Department to obtain expenditure and other financial information to complete the Cost Allocation Modeling and Cost Reporting phases of the project. Some of the information that we will be gathering during the course of the project includes, but is not limited to:

- City Organizational Information
- City/Departmental Financial Information - Revenues/Expenditures
- Staffing Information
- City-wide Indirect Costs
- Payments and Revenue Details
- Computer Aided Dispatch Reports

The McKesson / MED3000 Team typically sees the data gathering as being minimally time consuming for City staff. There may be the occasion that there is some back and forth necessary for data explanation, but the McKesson / MED3000 Team is seasoned enough to understand data extracts from multiple sources and we can utilize what is typically produced from your system to minimize the need to create special reports or extracts for the purposes of this project. Please see **TAB D. Methodology** for more details on the specific data items that the McKesson / MED3000 Team will be using during this project.

Deliverable Reviews

Once the McKesson / MED3000 Team obtains the data from City staff, our team will analyze that information and prepare the necessary drafts and deliverables for the ASPP. However, before sending any deliverables to the State for approval, the McKesson / MED3000 Team will review those items with Bryan's project management team and make changes, as necessary. It will be important for the City of Bryan project management team to take part in the review of all deliverables before they are sent to the State so you understand how all the pieces of the project fit together and to let the McKesson / MED3000 Team know if our analysis or findings do not meet your expectations. The McKesson / MED3000 Team makes sure that you are fully aware of all aspects of this project, and we are committed to make sure that nothing will go to the State until it meets your expectations and receives your signoff.

The review of deliverables, models, and cost reports typically consumes the most time from City project management staff; however, over the course of a given fiscal year, the time commitment is minimal. There will be times where there may be more of a time commitment such as the review the Provider Information Report for the Provider Approval process, Cost Allocation Model, or Cost Report, but the McKesson / MED3000 Team can structure that in a way to fit your schedules, or be incorporated into already scheduled status meetings to help minimize the time commitment.

8. Identify the Number and Type of Ambulance Supplemental Payment Programs Presently Being Conducted by the Firm

Members of the McKesson / MED3000 Team are currently providing ASPP services to three clients in Texas. All three of those clients are fire departments that have a similar structure to the Bryan Fire Department. In addition, the McKesson / MED3000 Team is proposing our ASPP services to an additional seven ambulance services providers / fire departments, and we anticipate many of them coming on board in the very near future.

9. Address any Performance Related Litigation

MED3000 is a wholly owned subsidiary of McKesson Corporation. McKesson Corporation is a publicly traded company. Information about McKesson Corporation, including information about material litigation or regulatory investigations, is available in the annual and quarterly reports that are filed with the Securities and Exchange Commission. The annual and quarterly reports are available at www.mckesson.com under the Investors link.

There are no past or present performance related litigation matters related to our ASPP services.

10. Identify if Your Firm has had any Contracts Terminated

MED3000 is a wholly owned subsidiary of McKesson Corporation. McKesson Corporation is a publicly traded company. Information about McKesson Corporation, including information about material litigation or regulatory investigations, is available in the annual and quarterly reports that are filed with the Securities and Exchange Commission. The annual and quarterly reports are available at www.mckesson.com under the Investors link.

No contracts have been terminated related to our ASPP services.

11. Identify Adverse Actions

MED3000 is a wholly owned subsidiary of McKesson Corporation. McKesson Corporation is a publicly traded company. Information about McKesson Corporation, including information about

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material litigation or regulatory investigations, is available in the annual and quarterly reports that are filed with the Securities and Exchange Commission. The annual and quarterly reports are available at www.mckesson.com under the Investors link.

No adverse actions have ever been identified or acted upon related to our ASPP services.

TAB B: Rate and Expenses

1. Provide a Proposed Fee Schedule

For the City of Bryan, the McKesson / MED3000 is proposing two options for pricing for services detailed in this Response:

Option 1

The McKesson / MED3000 Team will provide all-inclusive services as outlined in this response for a **ten-thousand dollar (\$10,000)** one-time payment due at the time of Cost Allocation Model delivery and review by HHSC, plus **five percent (5%)** of the revenue received/realize by the City of Bryan from the ASPP, for the duration of any Agreement between the City of Bryan and McKesson / MED3000.

Option 2

The McKesson / MED3000 Team will provide all-inclusive services as outlined in this response, for **eight percent (8%)** of the revenue received/realized by the City of Bryan from the ASPP for the duration of any Agreement between the City of Bryan and McKesson / MED3000.

In both options, the percentage rates are applied to the revenues that are derived from the Texas Ambulance Supplemental Payment Program received by the City of Bryan as a result of the Cost Reports submitted to the State by the McKesson / MED3000 Team, on behalf of the City.

Unless otherwise defined, we include no additional start-up or continuing charges/costs.

2. Indicate Your Specific Expectations Concerning Reimbursement for Expenses

The McKesson / MED3000 Team will not be charging for any additional or related expenses.

3. - 5. Under TAB B in the RFP (p. 14 of 23)

The McKesson / MED3000 Team agrees to the stipulations detailed under items 3. – 5. of TAB B on page 14 of the RFP. The McKesson / MED3000 Team will NOT be charging for any additional or related expenses.

TAB C: Project Timeline

On the following pages, the McKesson / MED3000 Team includes a detailed timeline that includes each decision point and milestone for the ASPP project, along with the chronological timeline of each task and how long it will take to complete each task. Please note that in an effort to consolidate the number of pages, the project timeline references only the key chronological dates along the top, but that will provide you with the information you need to determine the length of time for task completion. For example, the Data Gathering as part of the Project Kickoff begins on December 9 and ends on December 20, or nine business days after the Kickoff meeting.

As specified in the RFP, the timeline begins immediately after the contract award by the City of Bryan on December 6, 2013. The McKesson / MED3000 Team can alter the timeline easily to accommodate any scheduling changes by the City.

The McKesson / MED3000 is basing the timeline on eight years of experience providing ASPP services to ambulance providers in Texas. Our team is confident that we will be able to meet all the deliverable and milestone deadlines presented in the accompanying timeline. Please see **TAB D. Methodology** for a detailed description of each phase and task identified in the Project Timeline.

**McKesson / MED3000
 Ambulance Supplemental Payment Program Services
 Project Work Plan for the City of Bryan**

Phase / Task	Key Dates 2015							
	1/30	2/10	3/31	4/30	5/31	6/30	7/31	8/31
OTHER DATES IN THE TIMELINE - RECURRING								
Cost Report Payment from HHSC: By August 31, 2015 and Annually Thereafter								
Maintenance of the Model: Annually from July - November 1								
Cost Reporting Process: Annually from November 1 - March 31								
HHSC Desk Reviews: Annually from March 31 - July 31								

TAB D: Methodology

To optimize revenue and mitigate audit risk associated with the ASPP, the City of Bryan needs the skills and experience the McKesson / MED3000 Team brings to this engagement from working with fire departments in Texas on ASPP implementations, and the knowledge and experience of working with Medicaid agencies at the state and federal levels. Our team understands that the ASPP is rightfully complex to implement correctly, and it will not be as easy as some may imply. The McKesson / MED3000 Team will undertake the following work steps/scope of work so Bryan can realize the revenue associated with the ASPP as quickly as possible. The McKesson / MED3000 Team will provide the experience you need to optimize revenue, mitigate the risk of audit findings, and address some of the unique challenges that you will face during project implementation.

Each phase and task identified below corresponds to the items detailed in **TAB C. Project Timeline**. The information below will help provide additional information on each phase of the project that the McKesson / MED3000 Team will undertake with the City of Bryan.



The first part of the ASPP project will include kicking off the project and developing the documentation necessary for the City of Bryan / Bryan Fire Department to become an approved provider in the ASPP. The speed by which the McKesson / MED3000 Team can get Bryan approved in the program will allow Bryan to account for the maximum number of months in the first cost reporting period, thus optimizing revenue under the program. The following tasks will accomplish that goal.

A. Project Kickoff

The McKesson / MED3000 Team will begin the ASPP work with a project kickoff that will allow our team to talk with the City of Bryan project management team and discuss expectations and approaches for the project. The kickoff will take place immediately after contract signing to review timing issues, communications protocols, potential obstacles and solutions, and the data items necessary for the ASPP. The McKesson / MED3000 Team will review a data request with the City during the kickoff that will include, in part, the following items:

- Financials - Revenues/Expenditures
- Staffing Information
- City-wide Indirect Costs
- Charges and Charge Master
- Payments and Revenue Details
- Statistical Information

The data gathered during this part of the project will allow our team to finalize the "Provider Information Report" for the Provider Approval phase of the project, and begin the Cost Allocation Modeling phase of the project.

B. Prepare Documentation and Gain Approval

The next step will include preparing the documentation necessary for the City of Bryan / Bryan Fire Department to become an approved provider as part of the Texas ASPP. This will include the McKesson / MED3000 Team preparing an organizational analysis, fiscal impact analysis, and preparation of the "Provider Information Report" for submittal to HHSC. The McKesson / MED3000 Team will analyze the data that we are able to obtain from public sources as well as the information from the data gathering that we discussed during the kickoff. Our team will package this information into a "Provider Information Report" and will provide a draft to the City of Bryan for review within 2-3 weeks of project start.

After reviewing this document with the City of Bryan, the McKesson / MED3000 Team will make changes and submit the report to HHSC. During HHSC's review of the Provider Information Report, the McKesson / MED3000 Team will provide the subject matter expertise to answer questions from HHSC and help expedite the approval. We will take the lead in drafting all responses to HHSC and will present those drafts to the City of Bryan for review before submitting them to HHSC on behalf of the City. The McKesson / MED3000 Team will shoulder the administrative burden and act as the go-between during the approval process with HHSC.

Provider Information Report

The Provider Information Report will be a compilation of information that will give HHSC a good understanding of the City of Bryan, and how the Bryan Fire Department operates. The Provider Information Report will include organizational, financial, and service delivery information, and will contain other characteristics of the Bryan Fire Department including, service area, station locations, kinds of apparatus, and an overall description of the credentialing and deployment of personnel. The report will also contain a fiscal impact prepared by the McKesson / MED3000 Team that will show the revenue potential to Bryan, and the categories of costs that will be used in accordance with 2 CFR 225 and 1 TAC 355.101-111. The McKesson / MED3000 Team will make sure the Provider Information Report addresses the items identified in the Texas Administrative Code (1 TAC §355.8600(c)(2)(A)) the meet the minimum requirements for provider approval in the Texas ASPP:

- (i.) overview of the governmental agency;
- (ii.) complete organizational chart of the governmental agency;
- (iii.) organizational chart of provider within the governmental agency;

- (iv.) identification of the specific geographic service area covered by the provider;
- (v.) copies of all job descriptions for staff types or job categories of staff who work for the ambulance services provider and an estimated percentage of time spent working for the provider and for other departments of the governmental agency;
- (vi.) primary contact person for the governmental agency that can respond to questions about the ambulance services provider; and,
- (vii.) letter describing the voluntary nature of the City's participation in the program.

All of this will culminate in a Provider Information Report and the approval of the City of Bryan / Bryan Fire Department to participate in the ASPP. It is important to note that the Provider Approval process only happens one time. This will not be a recurring requirement for the City of Bryan.

Value Added Services – Retroactive Opportunity

As part of the Provider Approval phase of the project, the McKesson / MED3000 Team will explore the possibility of the City of Bryan being eligible for retroactive payments under the ASPP. The ASPP was derived as a prospective opportunity for ambulance services providers, such that you would be eligible to account for costs, charges, and statistics from the date of approval going forward. However, there has been precedent set whereby a provider was able to go back over a year prior to the approval date, and account for costs, charges, and statistics. There is some state language related to the current ambulance payment rule (1 TAC 355.8600), and with the current Medicaid 1115 Waiver that may open the door for Bryan to be eligible for a retroactive opportunity dating back to July 2012, or before.

The McKesson / MED3000 Team is very familiar with the retroactive opportunity and we will review this with the City of Bryan and then pursue this with HHSC, if appropriate. This additional opportunity has moderate potential for being successful (estimating it at less than 50%), but the McKesson / MED3000 Team will vet this fully with the City of Bryan and work together to determine the appropriate course of action. Whether or not Bryan decides to pursue this opportunity, it will not affect the time frame of this work step.

Time Frames for Tasks Within Provider Approval Phase of Project

The McKesson / MED3000 Team has built its project work plan based on a December 9, 2013, kickoff meeting; however, that date can be changed to fit the City's schedule.

The data analysis used in the development of the Provider Information Report begins on December 10, 2013, with the data gathering related to this phase of the project finishing on December 20, 2013.

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The McKesson / MED3000 Team will begin work on the Provider Information Report immediately after the project kickoff and it culminates with a draft report for the City's review by December 27, 2013.

Taking into account the potential for vacations at the end of December, the McKesson / MED3000 Team will be able to submit the Provider Information Report to HHSC by December 31, 2013. From there, we will answer any questions from HHSC and we estimate that we will have the approval from HHSC by January 17, 2014.

Please see **TAB C. Project Timeline** for more dates related to this phase of the project.

Staff Assigned:

The McKesson / MED3000 Team members that will be participating in the Provider Approval phase of the project include Glenn Goodpaster, Kevin Coyle, Kerri Estep, and Jason Bonham.

Progress Reports:

The McKesson / MED3000 Team will work with the City of Bryan to establish regular status meeting dates/times during the kickoff meeting that will serve the entire ASPP project. The McKesson / MED3000 Team recommends that regular status meetings take place at least monthly. That would mean the McKesson / MED3000 and City of Bryan teams would meet on or about January 15, 2013 for the first status meeting. All of the McKesson / MED3000 status meetings will include a status report in MS PowerPoint format that will detail the progress of each Phase and Task within the Project Timeline, as well as identify any issues that may arise during the course of the project that may delay or alter the timeline.

In addition, the McKesson / MED3000 Team will want to meet specifically with Bryan to review the draft Provider Information Report on or about December 27. This can be scheduled as a conference call to accommodate vacation schedules, if that is appropriate.

The McKesson / MED3000 Team will also be able to work with the City of Bryan throughout this, and other phases of the project to present updates to the City Manager and/or City Council, or other interested parties to keep them informed on the progress of this initiative, as necessary.

Duties and Responsibilities of the City of Bryan:

During the Provider Approval phase of the project, the McKesson / MED3000 Team will expect the City of Bryan to attend the kickoff meeting and to gather the data items that our team cannot obtain through publically available sources. The City of Bryan will also be expected to attend the meetings either in person or via conference call during this phase of the project plan.

The City of Bryan will need to review the draft and final Provider Information Report and provide feedback to the McKesson / MED3000 Team related to the report's content. Finally, the

McKesson / MED3000 Team will need to have the City of Bryan review our responses to any questions HHSC may have related to the approval process before we submit them to the State.

Arguably, the most important aspect of the ASPP is the Cost Allocation Modeling phase of the project. Because the ASPP falls under federal Medicaid rules and regulations, there will be additional scrutiny from state and federal agencies. This part of the project is where you need seasoned professionals in the areas of Medicaid cost determination and cost allocation to navigate the complex worlds of state and federal Medicaid rules and regulations. Without a firm that has the Medicaid, and ASPP modeling background, the City of Bryan will undoubtedly set itself up for sub-optimal revenue generation, or worse – an audit finding, payback, and/or provider number revocation from CMS.

This phase of the project is where the McKesson / MED3000 Team's expertise will be on full display to develop the allocation models necessary to optimize revenue under the ASPP. Given the state's cost-to-charge limitations for the ASPP cost report, it will be important for Bryan to have a vendor that understands the allowable expenditures, charges, and revenues under federal Medicaid regulations and state TAC rules. It will be imperative to incorporate multiple allowable allocation methodologies to optimize the amount of medical-related and subsequently Medicaid/Uninsured-related costs/charges across all cost centers for the City. It is also during the modeling that the McKesson / MED3000 Team will incorporate audit risk mitigation strategies to make sure Bryan is in compliance with federal and state rules, while optimizing revenue. This phase will also be the time to establish the annual processes needed to generate the information for use in cost reporting. The McKesson / MED3000 Team has the experience to know how to build those models that incorporate both revenue optimization and risk mitigation strategies.

The City of Bryan should not buy into any discussions about how the ASPP is an "easy" project to implement because the eight years of experience on our project team tells us otherwise. The ASPP is part of a \$15 billion Medicaid appropriation to Texas and, because of that and the complexities associated with the cost determinations and allocations, state and federal auditors are going to be looking very closely at this program. It will pay huge dividends to have the unsurpassed expertise of the McKesson / MED3000 Team to make sure cost determinations are appropriate according to state and federal regulations, and that allocation methods will meet state and federal audit scrutiny. Bryan will also want to go with a firm that has a project manager with at least a background and certification in the development of 2 CFR 225 (OMB Circular A-87) compliant cost allocation plans, and in determining Medicaid-eligible expenditures as part of Medicaid cost allocation initiatives. The McKesson / MED3000 Team has that experience and certification dating back twelve years and we are prepared to undertake the following steps during the cost allocation modeling phase of the project.

A. Analyze Expenditures, Charges, and Revenue

As the McKesson / MED3000 Team obtains the data items identified during the Kickoff, we will analyze the information and begin the modeling to optimize revenue and mitigate the audit risk. The analysis of the expenditures, charges, revenue, and statistical data will take place in conjunction with the data analysis in Phase 1, but will continue into January of 2014 when the McKesson / MED3000 Team reviews all the analysis and statistics with the City. Below are the areas of focus for the data analysis within the Cost Allocation Modeling phase of the project.

Expenditures and Statistics

The McKesson / MED3000 Team will analyze current departmental (Fire Department) expenditures by account code to determine the extent to which the operational and other costs can be discretely associated with medical service delivery. The McKesson / MED3000 Team will review all costs for "allowability" with 2 CFR 225 and 1 TAC 355.101-111, and will discuss any ambiguous or questionable items with Bryan.

The McKesson / MED3000 Team will also review City-wide costs that are associated with the Fire Department and/or ambulance services for inclusion in the cost allocation model. Identifying all City-wide related costs from city cost allocation plans and/or other financial reports will help determine if the following costs can be included in the Bryan model:

- Depreciation
- Retiree benefits
- Legal Services
- City Information Technology
- City Communications
- Other City Central Services

The McKesson / MED3000 Team will then assess the need for allocation methodologies using statistical information for those accounts where a discrete accounting of costs to medical service delivery is not feasible. This step in the project will begin January 6, 2014. In those instances where allocation statistics are necessary, the McKesson / MED3000 Team will propose allocation methodologies that meet federal Centers for Medicare and Medicaid Services (CMS) Division of Cost Allocation (DCA) guidelines. In addition, the McKesson / MED3000 Team will look at those allocations from optimization and audit risk mitigation perspectives. Multiple allocation methods are allowable for many cost centers; however, using one that Bryan can easily replicate, is from a trusted and auditable source, and will optimize revenue is the goal. Some possible allocation statistics include, but are not limited to:

- Staff Counts
- Expenditures
- Transactions
- Computer Aided Dispatch Time
- Patient Mix
- Charges

- Worked with the ATCEMS legal teams to draft necessary memoranda of agreement (MOA/MOU), and other contractual language that will allow for realization of the Medicaid supplemental payments from HHSC.
- Identified and analyzed appropriate costs, and all relevant statistical and financial data for Cost Allocation Modeling purposes.
- Prepared cost reports for ATCEMS for submittal to HHSC that comply with 2 CFR 225 (OMB Circular A-87).
- The cost reporting work focused specifically on compliance and audit risk minimization.

CITY OF HOUSTON
HOUSTON FIRE DEPARTMENT
Ambulance Supplemental Payment Program Services
2010 – 2013

Scope of Work:

Kevin Coyle, of Revenue Optimization Solutions (RevOPS), while in the employ of PCG, provided the Houston Fire Department (HFD) with Medicaid supplemental payment program services to design, gain approval for, and implement an EMS Medicaid supplemental payment program for EMS/ambulance related costs. Mr. Coyle analyzed the feasibility of a Medicaid supplemental payment program for the Fire Department including the amount of revenue resulting from this program. He worked closely with HFD to identify 2 CFR 225 eligible costs and to develop appropriate allocation methodologies for cost centers that support both fire and EMS operations. Kevin also worked with HFD to account for all department-wide costs and then allocate costs, either directly or through allocation methods, into EMS or fire cost centers. Mr. Coyle also worked with the Fire Department to draft and prepare the necessary materials that allowed approval by the State Medicaid Agency (Texas Health and Human Services Commission (HHSC)). In addition, he provided the necessary supporting information and materials that HHSC needed for the federal approval process with the Centers for Medicare and Medicaid Services (CMS), and helped coordinate several calls as part of the Medicaid State Plan Amendment process. Kevin also reviewed cost, charge, reimbursement, and other information necessary to prepare and submit the Medicaid cost report to help the Houston Fire Department realize the additional Medicaid revenue as part of this project.

Deliverables/Key Achievements:

- Analyzed the feasibility of a Medicaid supplemental payment program for the Fire Department including the amount of revenue resulting from this program.

Project Qualifications

**CITY OF AUSTIN
AUSTIN-TRAVIS COUNTY EMERGENCY MEDICAL SERVICES
Ambulance Supplemental Payment Program Services
2005 - 2013**

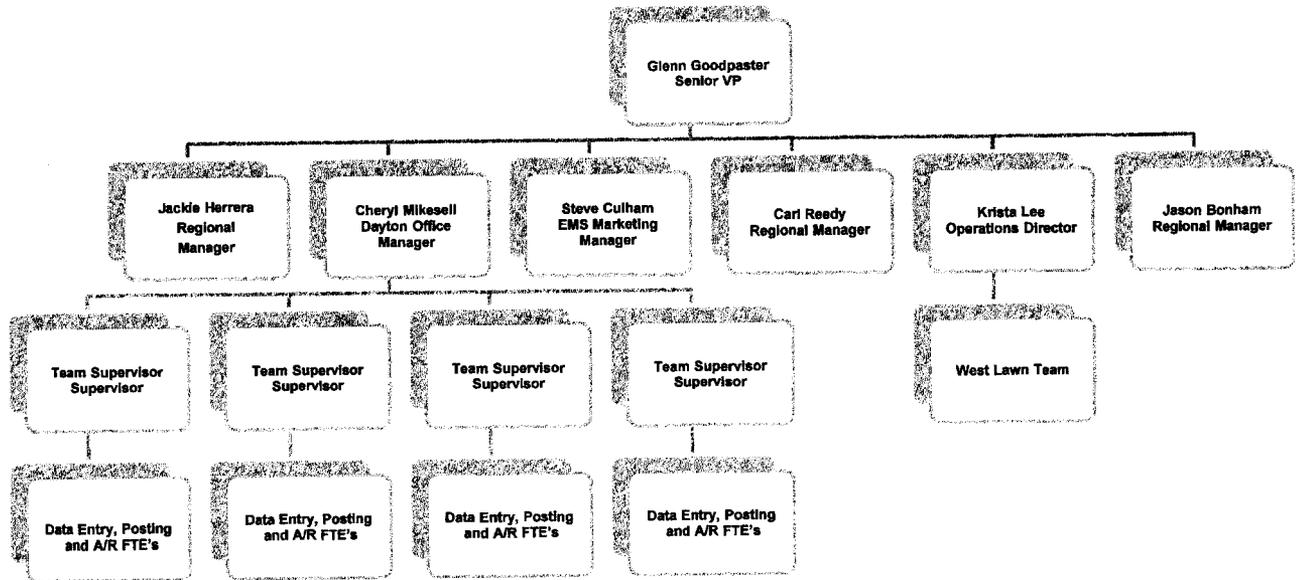
Scope of Work:

Kevin Coyle, of Revenue Optimization Solutions (RevOPS), while in the employ of PCG, provided Medicaid Ambulance Supplemental Payment Program services to the City of Austin's Emergency Medical Services department. Mr. Coyle worked with the Austin-Travis County Emergency Medical Services Department (ATCEMS) to design, gain approval for, and implement the first Ambulance Supplemental Payment Program for ambulance services providers in Texas. Kevin worked with ATCEMS to analyze the appropriate upper limit and amount of revenue to be generated from a Medicaid supplemental payment program. He also designed the cost report that is currently being used as the template for all other ambulance services providers in the state as part of the work with ATCEMS. Mr. Coyle worked with ATCEMS and the Texas Medicaid Agency (HHSC) to develop an appropriate distribution method for payments from the state to ATCEMS. As the first provider approved in Texas, ATCEMS relied heavily on Mr. Coyle to provide significant information to HHSC as part of the HHSC approval, Medicaid State Plan Amendment, and federal Centers for Medicare and Medicaid Services (CMS) approval processes. Kevin was instrumental in preparing the necessary information and providing the Medicaid subject matter expertise that paved the way for the successful approval and implementation of the Texas Ambulance Supplemental Payment Program (ASPP) for ATCEMS and all other providers in Texas. Mr. Coyle worked closely with ATCEMS and HHSC to prepare the state administrative rules necessary for implementation in Texas and Kevin continues to provide subject matter expertise to HHSC.

Deliverables/Key Achievements:

- Drafted the Medicaid State Plan Amendment (SPA) and public notice on behalf of HHSC so the Texas ASPP could be established and reviewed by CMS.
- Designed reimbursement models based on commercial, Medicaid, costs, and Medicare cost-to-charge methodologies and presented them to HHSC for review and approval.
- Designed and gained approval for a cost report that adheres to all state and federal rules for cost accounting, cost allocation, and reporting (2 CFR 225; OMB Circular A-87, etc.), and is now the standard for all providers to use across Texas.

MED3000



TAB G: Attachments

The following attachments are included in this section:

- McKesson / MED3000 Organizational Chart (p.39)
 - Project Qualifications (p. 40)
 - Resumes (p. 50)
 - Team Organizational Chart (p. 58)
 - Bryan Certification Page (p. 59)
 - Business Support Services Agreement (p. 60)
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TAB F: Certification, Acknowledgement, and Statement of Willingness

Certification

Please find our signed certification page in **TAB G. Attachments**.

Acknowledgement of Addenda

As of October 23, 2013, no addenda for this solicitation have been issued by the City of Bryan.

Statement of Willingness

In regards to a Statement of Willingness, our response is the following:

Notwithstanding anything else in this RFP, the Terms and Conditions of the Request for Proposal will be agreed to by McKesson / MED3000, if selected Vendor of Choice, to the extent that they are not additional to or in conflict with the terms and conditions of the Business Support Services Agreement ("BSSA") attached hereto; however, we agree to entertain negotiations on those terms additional to and/or in conflict with the BSSA. The company's legal staff will evaluate each requirement during contract negotiations and will make every effort to develop mutually agreeable terms with the City of Bryan, Texas (the "City").

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References for McKesson / MED3000:

Chief Mark Kerby
City of Mesquite
1515 N. Galloway St.
Mesquite, TX 75941
Office (972) 216-6267
Fax (972) 329-8315
mkerby@mesquitefire.org

Interim Chief Sam Rohde
Duncanville Fire Department
1530 S. Main St.
Duncanville, TX 75137
Office (972) 780-4926
Fax (972) 780-4928
srohde@ci.duncanville.tx.us

Chief John Ballard
Cedar Hill Fire Department
1212 W. Beltline Rd.
Cedar Hill, TX 75104
Office (972) 291-1011
Fax (972) 291-3473
john.ballard@cedarhilltx.com

TAB E: References

Below the McKesson / MED3000 Team provides references for similarly successful projects. We encourage you to contact each reference.

References for Kevin Coyle – McKesson / MED3000 Team Project Manager:

Brett Allen
Chief Financial Officer
Montgomery County Hospital District
1400 South Loop 336 West
Conroe, TX 77304
(936)523-1138
ballen@mchd-tx.org
Fax (936)523-5094
(Mr. Coyle provided ASPP services while in the employ of PCG.)

Joyce Brown
Director of Administration
MedStar – Are Metropolitan Ambulance Authority
551 E. Berry Street
Fort Worth, TX 76110
(817)923-3700
jbrown@medstar911.org
Fax (817)632-0537
(Mr. Coyle provided ASPP services while in the employ of PCG.)

Sonja D. Otero
Manager, Finance and Administration
City of Houston Fire Department
EMS Headquarters
600 Jefferson St., 8th Floor
Houston, TX 77002
(832)394-6830
Sonja.Otero@houstontx.gov
Fax (832)394-6891
(Mr. Coyle provided ASPP services while in the employ of PCG.)

McKESSON / MED3000
Comprehensive Revenue Recovery Solutions

of service. As other firms have clients across a spectrum of healthcare providers and product lines, and must meet those demands across multiple states, the McKesson / MED3000 Team will be able to focus specifically on optimizing revenue and mitigating audit risk for the City of Bryan as part of the ASPP.

prepared for that, and given our experience with the ASPP, other similar programs around the country, and our conservative approaches to cost allocation modeling and cost reporting, the City of Bryan should have minimal anxiety in the event an audit occurs.

The McKesson / MED3000 Team will shoulder the administrative burden and lead the response effort during each audit/review. As with other aspects of the project, the McKesson / MED3000 Team will review everything with the City of Bryan before filing any responses with auditors.

Project Management

The McKesson / MED3000 Team is committed to keeping clients informed about all aspects of the project and views client relationships and customer service as essential to this project. The McKesson / MED3000 Team will work hard to establish a good working relationship with the City of Bryan and, as part of that, we recommend having regular status meetings. The McKesson / MED3000 Team would like to have regular meetings at the beginning of this project so we can move quickly with the Provider Approval and Cost Allocation Modeling phases. This would include monthly formal status meetings where our teams would meet in person, along with less formal bi-weekly, or as needed status meetings via conference call. As the flow of the project slows a bit after Provider Approval and Cost Allocation Modeling, we can move to less frequent meetings until the cost reporting process picks up.

All of the McKesson / MED3000 status meetings will include a status report in MS PowerPoint format that will detail the progress of each Phase and Task within the Project Timeline, as well as identify any issues that may arise during the course of the project that may delay or alter the timeline.

Customer Service

The McKesson / MED3000 Team believes we will provide the City of Bryan with the most experience and best service in the marketplace. We will provide Bryan with all of the services you need to optimize revenue and mitigate the audit risks associated with the ASPP. Our team's experience in getting fire departments/ambulance services providers up and running, and generating revenue under the ASPP is unsurpassed. We have the experienced team members that helped create the rules and methodologies that are in place today under the program, and we will use that expertise to optimize revenue for Bryan.

The McKesson / MED3000 Team is committed to providing a level of customer service that other firms cannot match. We have Texas-based team members, and a Texas-based Project Manager focusing solely on the ASPP to make sure the City of Bryan receives a superior level

Cost Report Payment From HHSC

HHSC has committed to making payments on each cost report by August 31 of the year following the end of the cost reporting period. That will mean the City of Bryan can expect its first payment from HHSC by August 31, 2015, for the FFY 2014 Cost Report that was submitted by March 31, 2015. Bryan can then expect annual ASPP payments from HHSC by August 31.

Maintenance of the Model

As stated previously, the maintenance of the Cost Allocation Model and determination if a formal change needs to be submitted to HHSC runs annually from July – November. It is important to spend this time making sure the Cost Allocation Model assumptions still hold, and if not, then make the necessary changes and submit a new model to HHSC for review.

Cost Reporting Phase

The Cost Reporting phase of the ASPP project runs annually from November – March 31. While that may seem like a great deal of time, it goes by quickly with the holidays. It will be important to meet the deadlines in this phase of the project to guarantee submittal to HHSC by March 31.

HHSC Desk Reviews

HHSC is currently conducting its desk reviews from March 31 – July 31. The McKesson / MED3000 Team will make sure we answer any HHSC questions expeditiously during this time to expedite the cost report payment.



As part of the overall approach to the City of Bryan's ASPP project, the McKesson / MED3000 Team offers several other services that will provide great value to the City.

Audit Support

As part of our ASPP services, the McKesson / MED3000 Team will provide Medicaid and cost reporting subject matter expertise during any HHSC, federal, and City reviews/audits of the cost reports or ASPP project in general. The McKesson / MED3000 Team is committed to providing the Medicaid and cost reporting subject matter expertise during these times of scrutiny and we will shoulder the administrative burden and lead the response effort during any review/audit. The McKesson / MED3000 Team understands that given the amount of money associated with the ASPP, that additional scrutiny will happen. The McKesson / MED3000 Team is

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The McKesson / MED3000 Team will begin the protocol development on February 16, 2015 and have a draft document for the City of Bryan to review by May 30, 2015. The final protocols will be ready for the City by June 30, 2015.

As stated previously, the McKesson / MED3000 Team will shoulder the administrative burden related to the HHSC Cost Report Review, which starts on March 31, 2015, and ends July 31, 2015.

Please see **TAB C. Project Timeline** for more dates related to this phase of the project.

Staff Assigned:

The McKesson / MED3000 Team members that will be participating in the Cost Reporting phase of the project include Glenn Goodpaster, Kevin Coyle, Jason Bonham, and Carl Reedy.

Progress Reports:

The McKesson / MED3000 and City of Bryan teams will meet monthly during this phase of the project for formal status meetings.

In addition, the McKesson / MED3000 Team will want to meet with the City to discuss progress and review the draft and final Cost Report, and Protocol document. In addition, the McKesson / MED3000 Team will schedule additional progress meetings to address any questions or concerns that arise from the HHSC desk reviews.

Duties and Responsibilities of the City of Bryan:

The City of Bryan will be expected to attend the scheduled meetings throughout this phase. In addition, the City will need to review the McKesson / MED3000 draft and final Cost Report, and protocol documents and provide feedback related to these deliverables. Finally, the McKesson / MED3000 Team will need to have the City of Bryan review our responses to any questions HHSC may have related to the desk review process before we submit them to the State.



As the project moves beyond the FFY 2014 Cost Report, it will be important to keep in mind the following dates related to the ASPP.

submit revisions to HHSC, as necessary, to prevent any potential revenue loss to the City of Bryan.

The McKesson / MED3000 Team will work to develop a draft Cost Report by the beginning of February so there is plenty of time to review the information with Bryan to make sure everyone understands the methodologies in the report. After the initial review, the McKesson / MED3000 Team will incorporate changes and have a final draft to Bryan for review by early March so there is plenty of time to submit the final Cost Report to HHSC by the March 31, 2015, deadline.

B. Protocols

As with the Cost Allocation Modeling phase of the project, the McKesson / MED3000 Team will establish protocols and processes that Bryan will need to incorporate annually to generate the Cost Report. This will include the specific reports used for reporting purposes, and the supporting documentation requirements in the event of an audit. This phase will put in place the checks and balances needed to make sure the City of Bryan complies with State and Federal cost reporting rules. The McKesson / MED3000 Team will review and finalize these protocols with the City to make sure all parties understand what is needed to prepare the annual reports.

C. HHSC Cost Report Review – FFY 2014 Cost Report

After the FFY 2014 Cost Report is submitted, HHSC moves quickly into their “desk review” process. This is where the State will review the City of Bryan’s Cost Report and ask questions about the information contained within the report. It will be important for the City of Bryan to have the McKesson / MED3000 Team’s experience in dealing with the desk review process so Bryan can minimize the back-and-forth with HHSC, and expedite the revenue payment process.

The McKesson / MED3000 Team will act as the go-between and manage the desk review answers. As with the other phases of the project, our team will review everything with, and receive approval from the City before any correspondence with HHSC.

Time Frames for Tasks Within Cost Reporting Phase of Project

The Cost Reporting phase of the project begins on November 3, 2014 with the gathering of the expenditure, charge, revenue, and statistical information for the FFY 2014 Cost Report. The McKesson / MED3000 Team will prepare a draft Cost Report for review by the City of Bryan by February 6, 2015 with a final Cost Report for review by March 20, 2015. The final Cost Report for FFY 2014 will be submitted to HHSC by March 31, 2015.

Duties and Responsibilities of the City of Bryan:

The McKesson / MED3000 Team expects that the City of Bryan will attend the scheduled meetings throughout this phase. In addition, the City will also review the McKesson / MED3000 data analysis, initial model, and draft Allocation Report, and provide feedback related to these deliverables. Finally, the McKesson / MED3000 Team will need to have the City of Bryan review our responses to any questions HHSC may have related to the Cost Allocation Modeling phase before we submit them to the State.

The McKesson / MED3000 Team will manage the cost reporting process for the City of Bryan as it relates to the gathering and analysis of the necessary expenditure, charge, payment, and statistical information. The McKesson / MED3000 Team will prepare draft reports for review with the City and we will review any questionable cost centers before finalizing and submitting a cost report to HHSC. The McKesson / MED3000 Team will use the allocations from our Cost Allocation Modeling phase to build a cost report that focuses on compliance and audit risk mitigation, taking into account 2 CFR 225, 1 TAC 15 355.101-111, government accounting standards, and other regulations.

A. Preparation and Submittal – FFY 2014 Cost Report

Each year during the Cost Reporting phase of the project, the McKesson / MED3000 Team will work with the City of Bryan to submit a cost report that complies with Federal and State rules. The cost reporting process will begin in November of each year and will conclude with the cost report submittal to HHSC by March 31 of the following year.

The first cost report that the City of Bryan will submit, will be for federal fiscal year (FFY) 2014, unless the McKesson / MED3000 Team is able to obtain approval for retroactive claiming. The cost reporting process will begin with the gathering and analysis of the necessary expenditure, charge, payment, and statistical information from fiscal year 2014. The McKesson / MED3000 Team will then flag all questionable cost centers and will review those items with Bryan. The McKesson / MED3000 Team will use the allocations from our modeling to build a cost report that focuses on compliance and audit risk mitigation.

As the McKesson / MED3000 Team puts together the supporting documentation for the Cost Report, it will be important to adapt to cost, charge, payment, or statistical changes, and incorporate them into our Cost Allocation Model and Cost Report. The McKesson / MED3000 Team has the required HHSC cost report certification to be able to adapt to these changes and

The cost allocation Model Development task starts on January 20, 2014 and will utilize the analysis from the previous task in the development of the initial model. The McKesson / MED3000 Team will present the initial model to the City of Bryan on February 24, 2014, with the final model ready by March 3, 2014.

From there, the McKesson / MED3000 Team will begin creating the draft Allocation Report on February 10, 2014, with the draft presented to the City on March 17, 2014, and final Allocation Report sent to HHSC on April 7, 2014.

Finally, the assessment and maintenance of the allocation model begins on July 6, 2014 and ends on November 3, 2014. While this will not be a very time intensive part of the overall ASPP project, it will still be necessary to make sure the McKesson / MED3000 and City of Bryan teams are addressing any needs that arise with the ASPP.

Please see **TAB C. Project Timeline** for more dates related to this phase of the project.

Staff Assigned:

The McKesson / MED3000 Team members that will be participating in the Cost Allocation Modeling phase of the project include Glenn Goodpaster, Kevin Coyle, Jason Bonham, and Carl Reedy.

Progress Reports:

The McKesson / MED3000 and City of Bryan teams will meet monthly during this phase of the project for formal status meetings.

In addition, the McKesson / MED3000 Team will want to meet with the City to discuss progress and review the allocation statistics and methodologies for the model, present the initial model to the City of Bryan, and to review the draft and final Allocation Report. These meetings would preferably be in person, but our team can schedule them as conference calls to accommodate schedules.

If there is a need to update the model in the summer/fall of 2014, there will be additional in-person meetings to review the progress and deliverables associated with the Maintenance of the Model.

C. Allocation Report

Once the modeling is complete, the McKesson / MED3000 Team will use our experience to prepare an Allocation Report for submittal to HHSC that will include the allocations that the City of Bryan plans to use during the cost reporting process. Submitting the Allocation Report to HHSC at this time allows HHSC to question any methodologies, and the City to respond to those questions prior to the cost report submittal. HHSC recommends doing this prior to the cost report deadline as a way to reduce the chance of a denial of specific costs and limiting the negative impacts on reimbursement to Bryan brought about by the exclusion of costs, charges, or other cost reporting items. Submitting this report will also prevent unnecessary delays in the reimbursement to the City of Bryan.

D. Maintenance of the Model

As stated previously, the development of the Cost Allocation Model during the first cost reporting cycle is going to be more resource-intensive than in other years. The McKesson / MED3000 Team understands this; however, after the first cost reporting cycle, the McKesson / MED3000 Team and the City of Bryan will still need to do an annual review, update, and re-modeling to make sure prior assumptions still hold. Many times there are new cost centers or organizational changes that affect allocations and cost determinations. In addition, the availability of cost allocation statistics may change and that may precipitate the need to update the allocations and Allocation Report. If there is a need to change the assumptions in the cost allocation model, the McKesson / MED3000 Team will revise the model and submit it to HHSC for review. As stated previously, we will be the point for any questions that may arise from HHSC during the review of the model.

During the Cost Allocation Modeling in additional years, the McKesson / MED3000 Team will be documenting the internal procedures that Bryan needs to maintain the models for cost reporting purposes. In addition, the McKesson / MED3000 Team will work with the City to develop internal audit/review support materials, guidelines, and protocols in the event of audit. This includes maintaining the proper supporting materials for the cost reports.

Time Frames for Tasks Within Cost Allocation Modeling Phase of Project

The Cost Allocation Modeling phase of the project begins in conjunction with the data analysis for the Provider Approval phase of the project on December 10, 2013, and ends with a meeting with the City to review the expenditures, charges, revenues, and statistics on February 7, 2014. This time frame takes into account vacations that may occur during December and January.

which it is realized. The McKesson / MED3000 Team will make sure that the City of Bryan is not hamstrung by those kinds of misinterpretations of state and federal regulations when implementing the ASPP. Having the experience of the McKesson / MED3000 Team in working with Medicaid supplemental payment programs around the country for over twelve years and directly on the ASPP since its inception eight years ago affords us the knowledge to make the case against these unnecessary burdens.

Another area of challenge will be any DSRIP program, Homeland Security, or Community Development Block Grant (CDBG) revenue that the Fire Department may be receiving related to community paramedic programs, apparatus grants, community initiatives, etc. It will be important to have the experience of the McKesson / MED3000 Team to make sure Bryan is accounting for these revenues appropriately so there is an absolute delineation between those funds and what is allowable under the ASPP.

B. Model Development

The next step is for the McKesson / MED3000 Team to develop the cost allocation model that incorporates different scenarios based on the expenditures, charges, payments, and statistical analysis identified above. The platform on which to develop the models will be a mock cost report. Being able to see how each aspect of a cost determination, allocation, or payment impacts reimbursement to the City of Bryan will be important as the McKesson / MED3000 Team and the City finalize methodologies to implement during the cost reporting process.

HHSC is using a cost-to-charge methodology for the ASPP; however, within those constructs, the McKesson / MED3000 Team model will incorporate multiple allowable allocation methodologies to optimize the amount of medical-related and subsequently Medicaid/Uninsured-related costs across all cost centers within the City's financials. The models will also incorporate audit risk mitigation strategies to make sure Bryan is in compliance with State and Federal rules, including, but not limited to:

- 1 TAC 15 355.101-111
- 1 TAC 15 354.1111, 1113, 1115
- 1 TAC 15 355.8065-8066, 8081
- 1 TAC 15 355.8600
- 1 TAC 15 355.8201
- 42 CFR 433.50-51, 56
- 42 CFR 447.300 et al
- 2 CFR 225 et al

The McKesson / MED3000 Team will present a detailed analysis of the initial Cost Allocation Model to the City of Bryan, and based on overall risk tolerances, we will provide a recommendation as to which approach will be best, and refine the model accordingly.

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this portion of the model thoroughly with Bryan to make sure it is in line with risk tolerances and expectations, as well as with state and federal regulations.

Unique Challenges and Solutions

The amount of billed charges to Uninsured will be a risk area and a focal point in the event of an audit. The City of Bryan will need the experience of the McKesson / MED3000 Team to conduct a thorough analysis of the Uninsured charges to make sure we are only reporting appropriate amounts. The McKesson / MED3000 Team will use its unsurpassed national networks and experience to build in and implement audit risk mitigation strategies to make sure only appropriate charges are included in the cost allocation model and subsequent cost report. To include all charges associated with the Uninsured accounts will lead to a certain review by HHSC. The McKesson / MED3000 Team's experience with dozens of other ambulance services providers in Texas and around the country analyzing this very issue will allow the City to implement approaches that will prevent undue audit scrutiny.

Payments and Revenues

The McKesson / MED3000 Team will analyze payment information from Medicaid and those without third party insurance. The State is transferring a good amount of audit risk to the providers in regards to Medicaid managed care and the Uninsured, as each provider must report all payments from those payers without a State verification. The McKesson / MED3000 Team modeling will take this into account and will provide for multiple scenarios to mitigate the audit risk in these areas.

Finally, all other revenue sources need to be identified for modeling purposes and cost reporting. The McKesson / MED3000 Team and Bryan will need to identify revenue from Federal Homeland Security or other grants, as well as payments from the indigent health care program, if appropriate. It will also be critical to spend time reviewing the costs and revenues for any Delivery System Reform Incentive Payment (DSRIP) programs in which the City of Bryan is participating for proper accounting in the model and subsequent cost report. This is a big area of concern with the State, and is something that the McKesson / MED3000 Team will address.

Unique Challenges and Solutions

The payments and revenues are sometimes tricky when dealing with HHSC and Medicaid supplemental payment programs like the ASPP. It will be important for the City of Bryan to make sure they are using a firm with the experience like the McKesson / MED3000 Team to make sure you are not unduly burdened by misinterpretations of federal regulations or the imposition of state rules where federal rules clearly apply. There have been some instances in the past where providers have been advised that the revenue from the ASPP can only be used for certain purposes or that it must be accounted for as an offset to expenditures in the year in

Unique Challenges and Solutions

Fire-based EMS/ambulance services providers present unique challenges related to cost determination and allocations. As a fire-based provider of ambulance medical services, the City of Bryan will want to make sure it is able to account for all appropriate and allowable costs, or full costs, associated with Medicaid and Uninsured medical service delivery. By accounting for the full cost of providing medical services, Bryan will be in an optimal financial position because costs of providing medical services will be higher than the current charges. However, to get to that point, the City will need the experience that the McKesson / MED3000 Team brings from Medicaid, and DCA cost allocation methodologies and regulations.

For example, being able to account for the medical service delivery costs associated with the firefighters that provide pre-hospital stabilization services on paramedic engines, or other apparatus before the ambulance arrives is an area that will need several allocations and statistics to determine appropriate costs that will pass state and federal scrutiny. The McKesson / MED3000 Team has the experience to do this from working with fire departments in Houston, Dallas, San Antonio, Washington DC, Boston, and elsewhere, and we will make sure to use this experience so Bryan is able to optimize costs.

In addition, there are strict federal parameters on allowable City-wide indirect costs, but the McKesson / MED3000 Team's experience in preparing indirect cost rates and indirect cost allocation plans for the likes of Harris County will be extremely beneficial to make sure the City of Bryan is following the state and federal rules as detailed in 1 TAC 15.355.101-111 and 2 CFR 225 et al, respectively. Our experience will allow us to comb through the City's financials and where necessary, identify appropriate allocation methods to develop a complete cost picture related to medical service delivery.

Charges

As part of the data analysis for the Cost Allocation Modeling phase of the project, the McKesson / MED3000 Team will review aggregate and detailed ambulance services charge information by payer type. Being able to review aggregate charges by payer will allow for the development of appropriate payer mix statistics. Furthermore, a detailed analysis of charges associated with Medicaid and for the Uninsured (those without third party insurance) will be necessary to build a proper model.

The analysis of the charges will also allow the McKesson / MED3000 Team to build safeguards into the model to mitigate audit risk. Since there are certain federal rules related to charges associated with what Medicaid would otherwise pay, it will be important to spend time reviewing charges and developing protocols for modeling and cost reporting purposes. The charges, especially for the Uninsured, are one of the areas with a high risk for audit findings. The McKesson / MED3000 Team has unsurpassed experience in this area and we will review

- Prepared a Provider information Report for HHSC that contained, in part, an organizational analysis and fiscal impact study, in order to have HFD become an approved provider under an EMS Medicaid supplemental payment program.
- Provided the necessary supporting information and materials that HHSC needed for the federal approval process with CMS, and helped coordinate several calls as part of the Medicaid State Plan Amendment process.
- Identified and analyzed appropriate costs, financial statements and statistical information and developed state and federally compliant cost report that adheres to 2 CFR 225 (OMB Circular A-87).
- Submitted cost reports to HHSC.

CITY OF DALLAS
DALLAS FIRE-RESCUE DEPARTMENT
Ambulance Supplemental Payment Program Services
2011 - 2013

Scope of Work:

Kevin Coyle, of RevOPS, while in the employ of PCG, provided Medicaid Supplemental Payment Program services to the Dallas Fire-Rescue Department (DFR) so they could become an approved provider in the Texas Ambulance Supplemental Payment Program. Mr. Coyle also designed and implemented a Cost Allocation Model to help account for the costs and charges between medical and fire operations since DFR operates under an all-hazards medical model. Kevin worked with DFR to analyze the applicability of the Medicaid Supplemental Payment Program for the City, and determined the appropriate upper limits and amount of potential federal revenue associated with this program. He developed a Provider Information Report for DFR and submitted that to HHSC for approval in the Texas Ambulance Supplemental Payment Program (ASPP). Mr. Coyle reviewed and allocated 2 CFR 225 (OMB Circular A-87) eligible costs for modeling purposes, and worked with the City and DFR to identify indirect costs that could be included into the cost reporting process. He reviewed expenditure, charge, revenue, and other information necessary to prepare and submit appropriate approval, allocation methodologies, and models to HHSC.

Deliverables/Key Achievements:

Prepared the Provider Information Report for DFR so they could become an approved provider in the ASPP.

- Worked with the Fire Department to design an appropriate cost allocation model to segregate the fire suppression related costs from the fire medical related costs.

- Prepared state and federally compliant (2 CFR 225 (OMB Circular A-87), 42 CFR 433 et al, etc.) cost report that will be the mechanism by which DFR receives the additional federal revenue.
- Identified and analyzed appropriate costs, financial statements and statistical information for the cost report, and submitted the cost reports.

CITY OF SAN ANTONIO
SAN ANTONIO FIRE DEPARTMENT
Ambulance Supplemental Payment Program Services
2010 - 2013

Scope of Work:

Kevin Coyle, of RevOPS, while in the employ of PCG, provided Medicaid Supplemental Payment Program services to the San Antonio Fire Department (SAFD) to allow them to generate additional Medicaid funding through a federally approved supplemental payment program. Mr. Coyle worked with SAFD to analyze the applicability of the Medicaid Supplemental Payment Program for San Antonio and determined the appropriate upper limits and amount of potential federal revenue associated with this program. Kevin worked with the Fire Department to design an appropriate cost allocation methodology to segregate the fire suppression related costs from the fire medical related costs. He also designed the cost report that will be the mechanism by which the Fire Department receives the additional federal revenue. Mr. Coyle worked with the Fire Department to provide HHSC with the materials necessary to approve San Antonio as provider under the Texas Ambulance Supplemental Payment Program (ASPP). Kevin also sent numerous responses to HHSC as part of the Medicaid State Plan approval process with the Centers for Medicare and Medicaid Services (CMS). He also reviewed and allocated 2 CFR 225 (OMB Circular A-87) eligible costs for modeling purposes, and prepared the annual cost report.

Deliverables/Key Achievements:

- Worked with the Fire Department to analyze the applicability of the Medicaid Supplemental Payment Program to San Antonio and determined the appropriate upper limits and amount of potential federal revenue associated with this program.
- Worked with the Fire Department to design an appropriate cost allocation methodology to segregate the fire suppression related costs from the fire medical related costs.
- Designed state and federally compliant (2 CFR 225 (OMB Circular A-87), 42 CFR 433 et al, etc.) cost report that will be the mechanism by which the Fire Department receives the additional federal revenue.

- Worked with the Fire Department to provide the State Medicaid Agency (Texas Health and Human Services Commission (HHSC)) with the materials necessary for to approve San Antonio as provider under the Texas Ambulance Supplemental Payment Program.
- Identified and analyzed appropriate costs, financial statements and statistical information for the cost report, and submitted the cost reports.

MONTGOMERY COUNTY HOSPITAL DISTRICT
Ambulance Supplemental Payment Program Services
2008 - 2013

Scope of Work:

Kevin Coyle, of RevOPS, while in the employ of PCG, worked with the Montgomery County Hospital District (MCHD) to design, gain approval for, and implement the Texas Ambulance Supplemental Payment Program (ASPP). Mr. Coyle assessed multiple supplemental payment methodologies, determining reimbursement amount, identifying 2 CFR 225 eligible costs, determining appropriate cost allocation, and prepared a cost report to present to HHSC to become an approved provider under the State's ASPP. Kevin worked closely with MCHD on allocations across divisions and taking into consideration the costs associated with MCHD's indigent health care program. He worked with MCHD staff to identify direct and indirect costs to EMS given the unique relationship of the ambulance services being part of the greater hospital district. Mr. Coyle worked closely to identify service level detail, and transport information in order to develop an appropriate Cost Allocation Model and Cost Report.

Deliverables/Key Achievements:

- Prepared a Provider Information Report for HHSC that contained an organizational analysis and fiscal impact study, in order to have MCHD become an approved provider under the ASPP.
- Identified and analyzed appropriate costs, financial statements and statistical information for inclusion in the Cost Allocation Modeling phase of the project.
- Prepared and submitted cost reports for the ASPP.

GALVESTON COUNTY HEALTH DISTRICT
GALVESTON AREA AMBULANCE AUTHORITY
Ambulance Supplemental Payment Program Services
2009 - 2013

Scope of Work:

Kevin Coyle, of RevOPS, while in the employ of PCG, worked with the Galveston County Health District (GCHD) to design, gain approval for, and implement the Texas Ambulance Supplemental Payment Program. Mr. Coyle assessed multiple supplemental payment methodologies, determined the amount of reimbursement, identified 2 CFR 225 eligible costs, determined appropriate cost allocation methods, and prepared an organizational analysis, fiscal impact study, and cost report for HHSC. Kevin worked closely with GCHD staff on the HHSC approval, cost determinations for EMS vs. Health District cost centers, and in determining appropriate allocation methodologies, given the ambulance services being provided as a subset of overall health district services.

Deliverables/Key Achievements:

- Prepared and submitted Provider Information Report for HHSC that contained an organizational analysis and fiscal impact study, in order to have GCHD become an approved provider under the Texas ASPP.
- Developed Cost Allocation Model and analyzed appropriate costs, financials and statistical information.
- Prepared and submitted GCHD's cost reports.

AREA METROPOLITAN AMBULANCE AUTHORITY – MEDSTAR (Tarrant Co., TX)
Ambulance Supplemental Payment Program Services
2009 - 2013

Scope of Work:

Kevin Coyle, of RevOPS, while in the employ of PCG, worked with MedStar to design, gain approval for, and implement an EMS Medicaid supplemental payment program for ambulance related costs. Mr. Coyle assessed multiple supplemental payment methodologies, developed cost allocation models, determined payment amount, identified eligible costs, determined appropriate cost allocations, and prepared cost reports to submit to the Texas Health and Human Services Commission (HHSC) – which is the state Medicaid agency. Mr. Coyle worked closely with MedStar on the Provider Information Report and approval process with HHSC and to develop a Cost Allocation Model that would accurately identify direct and indirect costs to ambulance service delivery. He analyzed patient level and service level detail, third party payments, and transport information in the development of that model, and subsequently used that model for cost reporting purposes.

Deliverables/Key Achievements:

- Prepared the Provider Information Report and submitted it to HHSC for approval in the ASPP.

- Identified and analyzed appropriate costs, financial statements and statistical information in the development of the Cost Allocation Model for the ASPP.
- Submitted the cost reports for MedStar as part of the ASPP services.

CITY OF NEW BRAUNFELS
NEW BRAUNFELS FIRE DEPARTMENT
Ambulance Supplemental Payment Program Services
2013

Scope of Work:

Revenue Optimization Solutions (RevOPS), and Kevin Coyle is beginning work with the New Braunfels Fire Department (Nbfd) to provide Provider Approval, Cost Allocation Modeling, and Cost Reporting services as part of the Texas Ambulance Supplemental Payment Program (ASPP). RevOPS is working with Nbfd so they can become an approved provider in the ASPP with and anticipated approval in November 2013. RevOPS is also providing cost allocation modeling, and cost reporting services to help optimize revenue and mitigate audit risk from ASPP. RevOPS is shouldering the administrative duties related to the provider approval, and taking the lead in answering any questions from the Texas Medicaid Agency (Health and Human Services Commission (HHSC)) related to Nbfd's eligibility for the ASPP. RevOPS is implementing conservative approaches in the cost allocation modeling and cost reporting phases of project. Will work closely with Nbfd to identify 2 CFR 225 eligible costs and to develop appropriate allocation methodologies for cost centers that support both fire and EMS operations.

Deliverables/Key Achievements:

- Preparing the Provider Information Report and submitting it to HHSC for approval in the ASPP.
- Identifying and analyzing appropriate costs, financial expenditures, and statistical information in the development of the Cost Allocation Model for the ASPP.
- Submitting the cost reports for Nbfd as part of the ASPP services.

CITY OF MESQUITE
MESQUITE FIRE DEPARTMENT
Ambulance Supplemental Payment Program Services
2013

Scope of Work:

McKesson / MED3000 and Kevin Coyle, of RevOPS, are beginning work with the Mesquite Fire Department (MFD) to implement and manage the City's ASPP project. McKesson / MED3000 is leading the City's efforts to become an approved provider in the ASPP and conducting the modeling and cost reporting associated with the program. Anticipated ASPP approval for MFD in November 2013. McKesson / MED3000 are leading the approval, cost allocation modeling, and cost reporting aspects of the project. The project will include the implementation of audit risk mitigation strategies given the added HHSC scrutiny of ambulance services providers in the greater Dallas area. Will work closely with MFD and city finance staff on the project.

Deliverables/Key Achievements:

- Preparing the Provider Information Report and submitting it to HHSC for approval in the ASPP.
- Identifying and analyzing appropriate costs, financial expenditures, and statistical information in the development of the Cost Allocation Model for the ASPP.
- Submitting the cost reports as part of the ASPP services.

CITY OF LANCASTER
LANCASTER FIRE DEPARTMENT
Ambulance Supplemental Payment Program Services
2013

Scope of Work:

McKesson / MED3000 and Kevin Coyle, of RevOPS, are beginning work with Lancaster Fire Department (LFD) to implement and manage the City's ASPP project. McKesson / MED3000 is leading the approval, cost allocation modeling, and cost reporting aspects of the project taking into consideration the somewhat unique mutual aid transports with sister cities in southern Dallas County. McKesson / MED3000 anticipates ASPP approval in November 2013. Utilizing dispatch and staffing complements to develop a model to calculate charges that are more accurate. The project will include the implementation of audit risk mitigation strategies given the added HHSC scrutiny of ambulance services providers in the greater Dallas area. Will work closely with LFD and city finance staff on the project.

Deliverables/Key Achievements:

- Preparing the Provider Information Report and submitting it to HHSC for approval in the ASPP.

- Identifying and analyzing appropriate costs, financial expenditures, and statistical information in the development of the Cost Allocation Model for the ASPP.
- Submitting the cost reports as part of the ASPP services.

CITY OF BOSTON
BOSTON PUBLIC HEALTH COMMISSION
EMS and Public Health Medicaid Supplemental Payment Program
2010 - 2013

Scope of Work:

Kevin Coyle, of RevOPS, while in the employ of PCG, worked with the Boston Public Health Commission (BPHC) to design, gain approval for, and implement a Medicaid supplemental payment programs for ambulance related costs under the Boston EMS division. Mr. Coyle assessed multiple supplemental payment methodologies for Boston EMS and BPHC clinics. Kevin worked with BPHC to determine amount of payment, 2 CFR 225 eligible costs, appropriate cost allocations, and prepared an organizational analysis, fiscal impact study, and designed a draft cost report to present to the Massachusetts Executive Office of Health and Human Services (EOHHS) to become an approved provider under EMS Medicaid supplemental payment programs. Mr. Coyle worked closely with BPHC-Boston EMS to develop appropriate allocation methodologies for all allowable cost centers.

Deliverables/Key Achievements:

- Prepared documentation and worked with BPHC to implement the EMS and Public Health supplemental payment program.
- Identified and analyzed appropriate costs, and all relevant statistical and financial data for the supplemental payment program.

CITY OF RICHMOND
RICHMOND AMBULANCE AUTHORITY
Ambulance Supplemental Payment Program Services
2006 - 2009

Scope of Work:

Kevin Coyle, of RevOPS, while in the employ of PCG, worked with the Richmond Ambulance Authority (RAA) to design and implement an EMS supplemental payment program. Mr. Coyle worked closely with RAA to determine the most appropriate upper limit, calculate the amount of

the supplemental payment. Kevin and RAA presented information for approval to the Commonwealth of Virginia, but the Commonwealth wanted RAA to be a lead agency for all EMS providers in the state. RAA opted not to move forward with the EMS Medicaid supplemental payment program until such a time when they did not need to coordinate the efforts of all providers in Virginia.

Deliverables/Key Achievements:

- Conducted an organizational assessment and fiscal impact study for RAA.
- Worked closely with the RAA management team to identify direct and indirect costs to RAA, patient level and service level detail, commercial carrier payments, and trip information.
- Designed reimbursement models based on commercial, Medicaid, and Medicare carriers.
- Calculated the appropriate UPL for services and presenting revenue opportunities based on the different models to RAA.
- Worked with RAA to design and implement an approach to take with the Virginia Department of Medical Assistance Services to gain approval for this project.
- Drafted the Medicaid State Plan Amendment (SPA) to focus this opportunity on RAA.
- Drafted the public notice about the change in payment methodologies.

McKesson / MED3000 Resumes

KEVIN S. COYLE, MPP, CGAR
President
Revenue Optimization Solutions, LLC (2013)

RELEVANT PROJECT EXPERIENCE

City of New Braunfels
New Braunfels Fire Department
2013

Ambulance Supplemental Payment Program

Beginning work with the New Braunfels Fire Department (NBFD). Working with NBFD so they can become an approved provider in the Texas Ambulance Supplemental Payment Program (ASPP). Anticipated approval in November 2013. Also providing cost allocation modeling, and cost reporting services to help optimize revenue and mitigate audit risk from ASPP. Shouldering the administrative duties related to the provider approval, and taking the lead in answering any questions from the Texas Medicaid Agency (Health and Human Services Commission (HHSC)) related to NBFD's eligibility for the ASPP. Implementing conservative approaches in the cost allocation modeling and cost reporting phases of project. Will work closely with NBFD to identify 2 CFR 225 eligible costs and to develop appropriate allocation methodologies for cost centers that support both fire and EMS operations.

City of Mesquite
Mesquite Fire Department
2013

Ambulance Supplemental Payment Program

In conjunction with McKesson / MED3000, beginning work with Mesquite Fire Department (MFD) to implement and manage the City's ASPP project. Leading the City's efforts to become an approved provider in the ASPP and conducting the modeling and cost reporting associated with the program. Anticipated ASPP approval for MFD in November 2013. Leading the approval, cost allocation modeling, and cost reporting aspects of the project. The project will include the implementation of audit risk mitigation strategies given the added HHSC scrutiny of ambulance services providers in the greater Dallas area. Will work closely with MFD and city finance staff on the project.

City of Lancaster
Lancaster Fire Department
2013

Ambulance Supplemental Payment Program

In conjunction with McKesson / MED3000, beginning work with the Lancaster Fire Department (LFD) to manage the department's ASPP project. Leading the approval, cost allocation modeling, and cost reporting aspects of the project taking into consideration the somewhat unique mutual aid transports with sister cities in southern Dallas County. LFD anticipates ASPP approval in November 2013. Utilizing dispatch and staffing complements to develop a model to calculate charges that are more accurate.

Washington County
Washington County Emergency Medical Services Department
2013

Ambulance Supplemental Payment Program

Beginning work with Washington County EMS (in Brenham) to get them approved for the ASPP, and to design and implement cost allocation modeling and cost reporting aspects of the ASPP. As a third service provider, will look at multiple cost centers outside of the department to make sure all allocable costs are included in the cost allocation model from both city and county accounts. Will work closely with Washington County EMS and County finance staff to implement this project. Anticipated ASPP provider approval in November 2013.

City of Austin
Austin /Travis County Emergency Medical Services Department
2005-2012

Ambulance Supplemental Payment Program

Worked with Austin / Travis County EMS (ATCEMS) while at Public Consulting Group, Inc. (PCG) to design, gain approval for, and implement the ASPP. This work paved the way for not only ATCEMS, but for all other providers in Texas to generate additional revenue. ATCEMS was the first ambulance services provider in Texas to be eligible to take advantage of this supplemental payment opportunity to generate additional Medicaid revenue, and was the lead consultant working with HHSC to identify and analyze appropriate costs, determine appropriate reimbursement methodologies, calculate appropriate limits to reimbursement, design program rules, and develop a cost report for use in the ASPP. Worked with HHSC to submit State Plan Amendment data, and provided expertise during the questioning from the Centers for Medicare and Medicaid Services (CMS).

**Montgomery County Hospital District
2008 - 2013**

Ambulance Supplemental Payment Program

While at PCG, worked with the Montgomery County Hospital District (MCHD), in Conroe, to design, gain approval for, and implement processes and strategies to optimize revenue as part of the ASPP. Assessed multiple supplemental payment methodologies, determined reimbursement amounts, identified 2 CFR 225 eligible costs, and determined appropriate cost allocations to optimize revenue for MCHD. Also prepared fiscal impact and organizational analyses, and a draft cost report to present to HHSC as part of the approval process. Worked closely with MCHD on allocations across divisions while taking into account the indigent health care program.

**Area Metropolitan Ambulance Authority – MedStar (Tarrant County, TX)
2009 - 2013**

Ambulance Supplemental Payment Program

Worked with MedStar while at PCG to design, gain approval for, and implement the ASPP for ambulance related costs. MedStar is a governmental entity that operates like a private provider; therefore, there were unique issues surrounding participation in the ASPP. Assessed multiple supplemental payment methodologies, identified eligible costs, determined appropriate cost allocations, and prepared an organizational analysis, fiscal impact study, and draft cost report for HHSC so MedStar could become an approved provider under the ASPP. Worked closely with MedStar and HHSC on the organization's approval, and in analyzing service level detail, third party payments, and transport information to optimize the program for MedStar.

**City of San Antonio
San Antonio Fire Department
2010 - 2013**

Ambulance Supplemental Payment Program

Under the employ of PCG, worked with the San Antonio Fire Department (SAFD) to design, gain approval for, and implement the ASPP for the City. Worked closely with SAFD to identify 2 CFR 225 eligible costs and to develop appropriate allocation methodologies for cost centers that support both fire and EMS operations. Also worked with SAFD to account for all department-wide costs and then allocate costs, either directly or through allocation methods, into medical or fire cost centers. Worked with SAFD to design an appropriate cost allocation methodology to segregate the fire suppression related costs from the fire medical related costs. From there, determined the amount of pre-hospital stabilization costs within the department for inclusion in annual cost report.

City of Houston
Houston Fire Department
2010 - 2013

Ambulance Supplemental Payment Program

Provided the Houston Fire Department (HFD) with Medicaid supplemental payment program services while at PCG, to help HFD receive enhanced Medicaid funding from the Texas ASPP. Services included designing, gaining approval for, and implementing an appropriate ASPP for HFD. Analyzed the feasibility of the ASPP for HFD, drafted and prepared the necessary materials for the approval process with HHSC, and provided the necessary supporting information and materials that HHSC needed for the approval process. Reviewed expenditure, charge, revenue, and other information, and prepared appropriate allocation methodologies for HHSC's approval. Worked closely with HFD to identify 2 CFR 225 eligible costs and to develop appropriate allocations for cost centers that support both fire and EMS operations.

Galveston County Health District
2010 - 2013

Ambulance Supplemental Payment Program

Worked with the Galveston County Health District (GCHD) while at PCG to design and implement a viable ASPP for the County. Assessed multiple supplemental payment methodologies, determined the amount of reimbursement, identified 2 CFR 225 eligible costs, determined appropriate cost allocation methods, and prepared the organizational analysis, fiscal impact study, and draft cost report to present to HHSC so GCHD could become an approved provider under the ASPP. Worked closely with GCHD staff on the HHSC approval, cost determination for EMS vs. Health District, and on determining appropriate allocation methodologies.

City of Dallas
Dallas Fire Rescue Department
2011 - 2013

Ambulance Supplemental Payment Program

Provided the Dallas Fire- Rescue Department (DFR) with supplemental payment program services while with PCG. Designed, gained approval for, and implemented the ASPP for DFR. Helped DFR design models that accounted for 2 CFR 225 eligible costs and to develop appropriate allocation methodologies for cost centers that support both fire and EMS operations. Worked with the City and DFR to identify indirect costs that could be included into the cost reporting process. Reviewed expenditure, charge, revenue, and other information necessary to prepare and submit appropriate approval, allocation methodologies, and models to HHSC.

City of Boston

Boston Public Health Commission

2000 - 2013

Medicaid Supplemental Payment Program

While at PCG, worked with the Boston Public Health Commission (BPHC) to design and gain approval for a Medicaid supplemental payment program for ambulance related costs under the Boston EMS division. Assessed multiple supplemental payment methodologies for Boston EMS and worked with BPHC to determine the amount of payment, 2 CFR 225 eligible costs, and appropriate cost allocations. Also designed a draft cost report to present to the Massachusetts Executive Office of Health and Human Services (EOHHS). Worked closely with EOHHS and BPHC to obtain approval for BPHC and other ambulance services providers in Massachusetts to implement an EMS supplemental payment program.

District of Columbia

Department of Health Care Finance & Fire and Emergency Medical Services

2012 - 2013

Rate and Supplemental Payment Services

Worked with the Department of Health Care Finance (DHCF-Medicaid Agency) while at PCG, to develop prospective rates for the Fire and Emergency Medical Services Department (F&EMS). Developed rate model to review over \$200 million in expenditures and identify 2 CFR 225 eligible costs from the Department and the District, and allocated those costs to the specific services provided by F&EMS to develop rates that the Department will charge for services. Developed cost allocation methods that properly represent the level of effort of F&EMS personnel providing services, given the unique nature of service delivery for F&EMS. The final rates represent cost-based principals that will allow F&EMS to recover more of the cost of doing business within the District.

Harris County

Harris County Auditor's Office

2006 - 2012

Cost Allocation Plan Review and Preparation

Led PCG's efforts to assist Harris County (TX) review cost allocation methodologies, and prepare annual Full Cost and 2 CFR 225 cost allocation plans. The project entailed reviewing over \$2 billion in central services agency costs and allocating appropriate costs to programmatic areas and end users. Also reviewed elements of cost from all County departments in an effort to identify potential opportunities for Harris County to improve rate structures for departments. Worked closely with the Harris County Auditor's Office, Management Services, and other central service agencies.

State of Louisiana
Department of Health and Hospitals
2007 - 2010

Cost Allocation Plan Services

While at PCG, worked with the Department of Health and Hospitals (Medicaid Agency) to review and rewrite the department's cost allocation plan. Led interviews of all offices and units in DHH to review functions and current methods of cost allocation. Assisted DHH with determining the appropriateness of each method, developing changes and modifications, and making changes to internal practices to support new allocation methods. Also assisted DHH with the negotiation of the plan.

Los Angeles County
Department of Public Health, Substance Abuse Prevention and Control
2010 - 2011

Cost Analysis and Rate Study

Worked with Los Angeles County Substance Abuse Prevention and Control (SAPC) while at PCG to identify and allocate appropriate costs as part of a rate study that addresses: 1) The actual costs associated with providing adult outpatient and residential substance abuse program services within the County; 2) Rates for adult outpatient and residential substance abuse services, and, 3) Service descriptions for SAPC. Developed a comprehensive plan leveraging a web-based cost reporting tool to analyze data.

State of New Mexico
Department of Human Services, Medical Assistance Division
2013

Medicaid Audit Services

While at PCG, was a lead Medicaid auditor for the Division of Medical Assistance (MAD) looking into billing irregularities with behavioral health providers in central and southern New Mexico. Managed audit teams looking at billing, financial, and patient care records to determine if fraud existed. Areas of review included provider billing systems, processes for billing entry and coding, staff credentialing, accounting processes and entry, oversight and control, and patient record maintenance.

State of Utah
Executive Appropriations Committee
2010 - 2011

Feasibility Study and Cost Analysis

Conducted a feasibility study while at PCG to determine if a private entity could operate a forensic unit within the state hospital, or two semi-secure units within the state developmental center. Conducted a cost analysis of all units to develop baselines and comparative models.

MCKESSON / MED3000
Comprehensive Revenue Recovery Solutions

Also developed per diem rates for specific components of cost for modeling purposes and feasibility analysis. Worked closely with facilities on cost identification and baseline model development.

State of Texas

Health and Human Services Commission and State Comptroller

2004 - 2008

Statewide Revenue Maximization Project

While at PCG, identified and implemented revenue enhancement initiatives across all health and human services agencies. Primary focus was on improving cost reimbursement and financial strength of state and local public health, mental health, and hospital organizations.

State of North Carolina

Division of Public Health

2003 - 2012

Revenue Enhancement Services

Designed and implemented a statewide Medicaid Administrative Claiming program for the Division of Public Health while at PCG. Designed and implemented the program for eighty-five county-based local public health departments. Also worked with the local health departments so they understood cost reporting processes, claiming methodologies, and cost reporting guidelines. Worked with the Medicaid agency to gain approval for allowable activities that improved revenue generation.

PROFESSIONAL BACKGROUND

Public Consulting Group - 2000 – 2013

Austin, Texas

Senior Consultant

Was the lead consultant on multiple revenue enhancement projects at PCG and developed the firm's ambulance services product line before leaving to start my own firm in 2013. Developed subject matter expertise in ambulance services revenue enhancement and Medicaid reimbursement initiatives, including Medicaid supplemental payment programs. Was the lead consultant working with clients to develop the methodologies and rules with the Texas Medicaid agency for the Texas Ambulance Supplemental Payment Program.

City of Newton Department of Planning and Development - 1998 - 2000

Newton, Massachusetts

Community Development Planner

Assisted in the implementation and administration of the City's federally funded Community Development Block Grant (CDBG) Program prior to working at PCG. Conducted cost/benefit analysis in relation to the overall grant before recommending project hierarchy.

PUBLICATIONS

Medical Transportation Program

Business Process Review Final Report. With Miranda Hoff, and Kandice Marquardt. Prepared for Texas Health and Human Services Commission. August 2009. The report is published at http://www.hhsc.state.tx.us/reports/Aug252009_MTPReport.pdf.

Service Delivery Design Report. With Cathy Anderson and Mark Patton. Prepared for Texas Department of Aging and Disability Services. April 2006.

EDUCATION

Duke University

Sanford School of Public Policy

Master's Degree in Public Policy (MPP)

Villanova University

Bachelor of Science in Economics

PROFESSIONAL ASSOCIATIONS

Texas Municipal League – Associate Member

Healthcare Financial Management Assoc. (HFMA) – Member

CERTIFICATIONS

Certificate in Developing Indirect Cost Rate Proposal and Cost Allocation Plan under OMB Circular A-87 (2 CFR 225). 2001 – present.

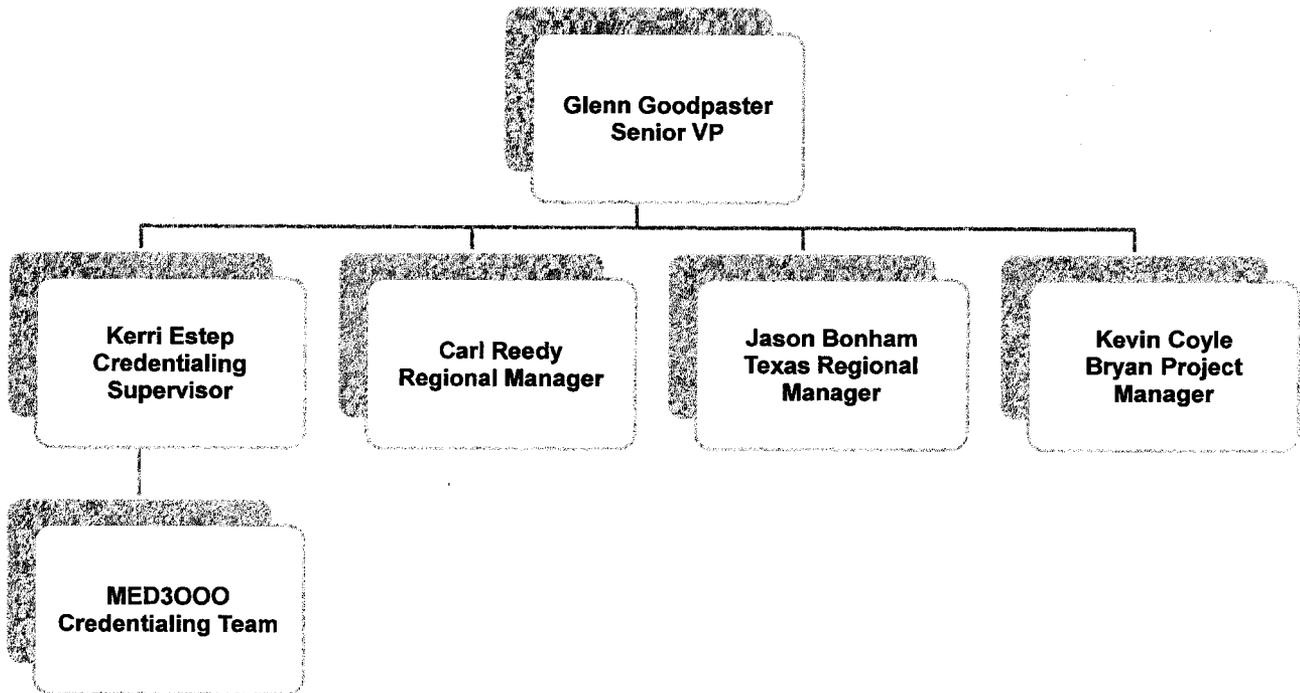
Training Certification from Texas HHSC to prepare Texas Ambulance Supplemental Payment Program cost reports. 2012 – present.

Certificate in Government Accounting and Reporting. NASBA/GASB Compliant. 2013 – present.

Certificate in Government Auditing Standards. NASBA/GASB Compliant. (In process).

MED3000

Bryan ASPP Team



CERTIFICATION AND AUTHORIZATION

CERTIFICATION and AUTHORIZATION:

The undersigned certifies that they have fully read RFP # 14-003 and understands this "Request for Proposal" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this proposal, that this proposal has not been prepared in collusion with any other Service Provider, and that the contents of this proposal have not been communicated to any other Service Provider prior to the official opening of this proposal. Additionally, the undersigned affirms that the Service Provider is willing to sign the enclosed Exhibit A, Standard Form of Agreement Contract.

Signed By:  Title: EMS Marketing Manager

Typed Name: Steve Culham Company Name: MED3000

Phone No.: 937-291-2882 Fax No.: 937-291-2971

Email: Steve_Culham@MED3000.com

Bid Address: 3131 Newmark Dr. Suite 100 Miamisburg, OH 45342
P.O. Box or Street City State Zip

Order Address: Same
P.O. Box or Street City State Zip

Remit Address: Same
P.O. Box or Street City State Zip

Federal Tax ID No.: 23-2939847

Date: 10/24/13

END OF RFP #14-003

BUSINESS SUPPORT SERVICES AGREEMENT

This Business Support Services Agreement ("Agreement") is effective as of the last date in the signature block below (the "Effective Date"), by and between MED3000, Inc., a Delaware corporation, whose mailing address is 680 Andersen Drive, Foster Plaza 10, Pittsburgh, Pennsylvania, 15220 ("MED3000"), and _____ whose mailing address is _____ ("Client").

RECITALS

Client operates an Emergency Medical Services Squad ("EMS Squad") that provides professional ambulance services. MED3000 is a subsidiary of MED3000 Group, Inc., a Delaware corporation ("MED3000 Group"), a national healthcare management and technology company. MED3000 is in the business of providing business support services to EMS Squads, provider networks, hospitals, physician groups and other healthcare providers. Client desires to retain MED3000 to provide business support services required by Client in accordance with the terms of this Agreement.

STATEMENT OF AGREEMENT

In consideration of the promises and mutual covenants contained herein and other valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, now agree as follows:

Article 1 – Obligations of MED3000.

Section 1.1. Services. Client retains MED3000 to provide business support, billing, and reimbursement management services set forth on Exhibit A attached hereto (collectively, the "Services") to Client. Client agrees that MED3000 is specifically authorized to engage MED3000 Group or one or more of its subsidiaries to perform the Services hereunder at no additional cost to Client.

Section 1.2. Liabilities. MED3000 is not responsible for any Client expenses or liabilities except as specifically provided for in this Agreement. Client is responsible for paying all expenses and liabilities relating to Client.

Section 1.3. Authority. Client grants MED3000 the authority and power to carry out its obligations under this Agreement. MED3000 shall provide the Services in accordance with applicable legal and regulatory requirements throughout the term of this Agreement.

Section 1.4. Limitations. MED3000 shall employ or retain such personnel/employees as it deems necessary to perform the Services. Client recognizes that the Services provided by such personnel/employees may be part-time in nature and that the personnel/employees serving in these capacities may serve in other capacities as well. MED3000 may propose that certain titles be conferred upon the employees in performing the duties under this Agreement. MED3000 retains the right to replace any personnel/employee who is performing Services hereunder with another person without causing a breach or termination of this Agreement.

MED3000 may subcontract certain Services to support its provision of the Services under this Agreement, including but not limited to electronic data interchange and printing of statements, without Client's approval; The Client shall receive advanced written notice in the event MED3000 subcontracts out the billing and reimbursement management Services.

Article 2 - Obligations of Client.

Section 2.1. Agent. Client appoints MED3000 as its lawful attorney-in-fact solely for the purpose of carrying out MED3000's obligations set forth in this Agreement. Notwithstanding anything to the contrary herein, the parties understand, acknowledge, and agree that neither MED3000 nor any affiliate or agent of MED3000 has the ability to (a) receive payments of benefits assigned to Client directly from any payor pursuant to a power-of-attorney (as defined in Section 3060.10(A) of Medicare Carrier's Manual) or any other arrangement, or (b) transfer any payment of benefits assigned to Client to MED3000, its affiliates, or agents without the payment first passing through the Client's control.

Section 2.2. Professional Services. Notwithstanding the authority granted to MED3000 herein, Client shall retain the authority to render Emergency Medical Services ("EMS") and direct the medical and ethical aspects of Client's EMS practices and shall retain control of all business affairs that may not legally be carried on by persons other than those duly licensed to practice medicine or surgery in the state or states where such persons practice. Furthermore, the parties acknowledge that only Client may render EMS to its patients through its employees and contractors who are duly licensed or otherwise legally authorized to render professional EMS within the state or states in which such persons practice. MED3000 agrees that it shall not act pursuant to this Agreement in a manner that interferes with the professional judgment of Client's EMS personnel.

Article 3 - Mutual Obligations.

Section 3.1. Cooperation. Client's EMS personnel shall execute all documents and take all actions necessary to allow MED3000 to perform its duties under this Agreement.

Section 3.2. Business Associate. In compliance with their respective legal duties regarding the privacy and security of protected health information, MED3000 and Client agree to the obligations set forth in Exhibit C attached hereto.

Article 4 - Compensation.

Section 4.1. Service Fees. Client shall pay MED3000 service fees as set forth in Exhibit B, attached hereto, for the Services provided in accordance with this Agreement.

Section 4.2. Reimbursement. Client shall reimburse MED3000 for any additional expenses not contemplated under the terms of this Agreement that MED3000 incurs in connection with the request of Client.

Section 4.3. Payment.

Section 4.3.1. Monthly Invoice. MED3000 shall provide Client with a monthly invoice indicating the total amounts collected and paid into Client's depository account in the previous month and the amount of service fees due to MED3000 based on the actual amounts collected. Client shall pay the service fee to MED3000 within thirty (30) days from the date of receipt of the invoice.

Section 4.3.2. Suspension of Services. MED3000 reserves the right to suspend provision of its Services (a) 15 days after notice to Client of nonpayment of any fees owed to MED3000 under this Agreement that are 30 days or more past due, where such breach remains uncured, (b) if MED3000 determines in its reasonable discretion that such suspension is necessary to comply with any applicable law, regulation or order of any governmental authority, or (c) immediately if MED3000 determines in its reasonable business judgment that the performance, integrity or security of a MED3000 Service is being adversely impacted or in danger of being compromised, as a result of Client's access.

Article 5 – Term.

Section 5.1. Term. The initial term of this Agreement shall commence on this ____ day of _____, 20__ and shall terminate on this ____ day of _____, 20__. Unless earlier terminated as provided for in this Agreement, the term of this Agreement shall automatically extend for additional one (1) year terms, unless either party delivers to the other party, not less than ninety (90) days prior to the expiration of the preceding term, written notice of that party's intent not to extend the term of this Agreement.

Article 6 – Termination.

Section 6.1. Termination. MED3000 or Client may terminate this Agreement after timely notice to the other party, if the other party: (a) materially breaches this Agreement and fails to remedy, or fails to commence reasonable efforts to remedy, such breach within 60 days after receiving notice of the breach from the terminating party, (b) infringes the terminating party's intellectual property rights and fails to remedy, or fails to commence reasonable efforts to remedy, such breach within ten days after receiving notice of the breach from the terminating party, (c) materially breaches this Agreement in a manner that cannot be remedied, or (d) commences dissolution proceedings or ceases to operate in the ordinary course of business. In the event that MED3000 is permitted to terminate this Agreement, MED3000 may, at its sole option, elect to terminate any combination of other then-effective agreement with Client. Except as otherwise provided above, termination of this Agreement will not affect the parties' rights and obligations under any other agreement executed by the parties prior or subsequent to such termination, and all such other agreements will remain in full force and effect unless and until their respective expiration or termination in accordance with their contractual terms.

Section 6.2. Effect of Termination. In the event of termination of this Agreement in accordance with Section 6 or non-renewal, all rights, duties and obligations of both parties shall cease effect as of the date of termination, except as otherwise provided in this Section 6.2. Upon termination, Client shall allow MED3000 to continue providing Services for ninety (90) days following the

effective date of termination (the "Post-Termination Period"). During the Post-Termination Period, MED3000 shall continue to receive service fees in the manner set forth in Section 4. After the expiration of the Post-Termination Period, MED3000 will deliver to Client a copy of the most current file backup in a printed and/or electronic media copy as agreed upon in writing by both parties, after payment of all outstanding invoices by Client. Client shall be responsible for the programming, debugging, testing, computer operations, and alternative media costs if a file is requested in a format other than the industry standard formats (i.e. ASCII or comma delimited). Client shall also be responsible for the shipping cost of Client's billing records in MED3000's possession at the end of the Post-Termination Period that are forwarded to any destination other than Client's address. Furthermore, following the termination of this Agreement and the expiration of the Post-Termination Period, the parties shall remain bound by the restrictions set forth in Section 7.

Section 7 - Relationship of Parties.

Section 7.1. Independent Contractor. Each party is an independent contractor of the other party. This Agreement will not be construed as constituting a relationship of employment, agency, partnership, joint venture or any other form of legal association. Neither party has any power to bind the other party or to assume or to create any obligation or responsibility on behalf of the other party or in the other party's name.

Section 7.2. Warranties. MED3000 warrants it will perform all Services in accordance with reasonable industry practices. The provisions of this Agreement are intended to state all of the rights and responsibilities between MED3000 and Client, and they take the place of and supersede all warranties, express or implied whether of merchantability, fitness or otherwise. With the exception of the above warranty, MED3000 makes and Client receives no warranty, express or implied. All warranties of merchantability and fitness for a particular purpose are hereby expressly excluded.

Section 7.3. Computer Systems. All programs, documentation, specifications, tapes, instruction manuals and similar material developed or used by MED3000 in connection with this Agreement (collectively, "Computer Systems") are and shall remain the sole and exclusive property of MED3000. Nothing in this Agreement shall be construed as a license or transfer of such Computer Systems to Client. Upon termination of this Agreement for any reason, MED3000 shall have the right to retain all such Computer Systems and Client shall, upon the request of MED3000, deliver all such Computer Systems in its possession to MED3000. MED3000 shall use commercially reasonable efforts to cooperate in supplying source data to Client in the event Client transfers its business support function to another contractor.

Section 7.4. Confidentiality.

7.4.1. Use and Disclosure of Confidential Information. Each party may disclose to the other party Confidential Information. Except as expressly permitted by this Agreement, neither party will: (a) disclose the other party's Confidential Information except (i) to its employees or contractors who have a need to know and are bound by confidentiality terms no less restrictive than those contained in this Section 7.4., or (ii) to the extent required by law

following prompt notice of such obligation to the other party, or (b) use the other party's Confidential Information for any purpose other than performing its obligations under this Agreement. Each party will use all reasonable care in handling and securing the other party's Confidential Information and will employ all security measures used for its own proprietary information of similar nature. Following the termination of this Agreement, each party will, upon written request, return or destroy all of the other party's tangible Confidential Information in its possession and will promptly certify in writing to the other party that it has done so.

7.4.2. Period of Confidentiality. The restrictions on use, disclosure and reproduction of Confidential Information set forth in Section 7.4 will, with respect to Confidential Information that constitutes a "trade secret" (as that term is defined under applicable law), be perpetual, and will, with respect to other Confidential Information, remain in full force and effect during the term of this Agreement and for three years following the termination of this Agreement.

7.4.3. Injunctive Relief. The parties agree that the breach, or threatened breach, of any provision of this Section 7.4 may cause irreparable harm without adequate remedy at law. Upon any such breach or threatened breach, a party will be entitled to injunctive relief to prevent the other party from commencing or continuing any action constituting such breach, without having to post a bond or other security and without having to prove the inadequacy of other available remedies. Nothing in this Section 7.4.3 will limit any other remedy available to either party.

7.4.4. Retained Rights. Client's rights in the Services will be limited to those expressly granted in this Agreement. MED3000 and its suppliers reserve all intellectual property rights not expressly granted to Client. All changes, modifications, improvements or new modules made or developed with regard to the Services, whether or not (a) made or developed at Client's request, (b) made or developed in cooperation with Client, or (c) made or developed by Client, will be solely owned by MED3000 or its suppliers. MED3000 retains title to all material, originated or prepared for the Client under this Agreement. Client is granted a license to use such materials in accordance with this Agreement.

Section 7.5. Covenant not to Employ. During the term of the Agreement, and until the two year anniversary date of the effective date of termination of this Agreement, Client covenants and agrees it will not, without the advance written consent of MED3000, directly or indirectly, (i) induce or attempt to induce any MED3000 employee to terminate employment with MED3000; (ii) hire or participate in the hiring or interviewing of any MED3000 employee; (iii) provide names or other information about any MED3000 employee for the purpose of assisting others to hire such employee; nor (iv) provide Confidential Information to a MED3000 employee about MED3000 or any entity affiliated with MED3000 for the purpose of assisting that MED3000 employee in finding employment with such entity for EMS billing services. For purposes of this paragraph, a MED3000 employee means any person who is a current MED3000 employee or was employed by MED3000 within one (1) year of the date of any action that alleges a violation of this Section 7.5.

Section 7.6. Records. If required by Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. Section 1395x(I)(i)(ii), for a period of four years after the Services are furnished, the parties agree that they, and each subcontractor who provides Services under this Agreement, will make available, upon the written request of the Secretary of Health and Human Services, the Comptroller General, or their representatives, this Agreement and such books, documents, and records as may be necessary to verify the nature and extent of any combination of Services and Products with an aggregate value or cost of \$10,000 or more over a twelve month period.

Section 7.7. Limitation of Liability. CLIENT AGREES THAT MED3000 SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED IN WHOLE OR IN PART BY FACTORS NOT WITHIN THE DIRECT CONTROL OF MED3000, INCLUDING BUT NOT LIMITED TO THE FAILURE OF THIRD PARTY SERVICE PROVIDERS TO ADEQUATELY PROVIDE THE SERVICES. MED3000 SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE OR PROFITS, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL MED3000 BE LIABLE IN THE AGGREGATE FOR ANY CLAIMS OR DAMAGES IN AN AMOUNT EXCEEDING THE AMOUNTS PAID BY CLIENT FOR SERVICES HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING SUCH CLAIM OR DAMAGES.

Section 7.8. Exclusivity. During the term of this Agreement Client shall not directly or indirectly contact an entity or person for the purpose of soliciting such entity or person to enter into a contract or arrange to receive any of the Services as set forth in this Agreement or any services substantially similar to the Services from any entity or person other than MED3000 unless agreed upon in writing by MED3000, except that Client shall be entitled to solicit bids from other suppliers of Services within 180 days of expiration of any term of this Agreement.

Section 8 – Miscellaneous.

Section 8.1. Notices. All notices relating to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be deemed given if sent by: (a) postage prepaid registered or certified U.S. Post mail, then five working days after sending; or (b) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to Client will be sent to its address set forth on the cover page hereto, or to such other address as may be designated by Client by notice to MED3000.

Section 8.2. Force Majeure. Except as otherwise provided, neither party will be responsible for or in breach due to delays or failures to perform resulting either directly or indirectly from any cause beyond the control of the delaying or non-performing party, including but not limited to, acts of God, fires, floods, strikes, lockouts, labor controversies (beyond the control of the delaying or non-performing party), civil disturbances, acts of war, governmental restrictions,

shortages or inability to obtain adequate supplies or transportation or transmission facilities (beyond the control of the delaying or non-performing party), or other similar circumstances. In the event of delay in performance due to any such cause, the time for performance will be extended for a period of time reasonably necessary to overcome the effect of such delay.

Section 8.3. Conflicts. The provisions of this Agreement shall govern when there is any conflict with the provisions of any purchase order or other document of Client relating to the Services.

Section 8.4. Governing Law. This Agreement, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Georgia, without regard to its conflicts of laws provisions.

Section 8.5. Severability. If any part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement and will not be affected.

Section 8.6. Descriptive Headings and Subheadings. Both parties understand that the headings and subheadings used in this Agreement are for descriptive and/or informational purposes only.

Section 8.7. Waiver. No consent or waiver, whether expressed or implied, by either party to or of any breach under this Agreement shall be construed as a consent or waiver to or of any breach of the same or any other obligation.

Section 8.8. Final Understanding and Modifications. This Agreement represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, whether written or oral.

Section 8.9 Assignment and Subcontracts. Client may assign this Agreement with at least 60 days' prior written notice to MED3000, so long as Client remains secondarily liable for any and all executory obligations under this Agreement. MED3000 may, upon notice to Client, assign this Agreement to any MED3000 affiliate for any reason, or to any other entity as the result of a transfer of all or substantially all of MED3000's assets or capital stock or of any other corporate reorganization. MED3000 may subcontract its obligations under this Agreement.

Section 8.10. Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except by written addendum to this Agreement, duly signed by authorized representatives of the parties.

Section 8.11. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

Section 8.12. Compliance with Law. The obligations of MED3000 pursuant to this Agreement

shall be subject to any limitations or restrictions which may be imposed by law or regulation, and MED3000 may suspend any or all obligations hereunder in the event that it reasonably determines, upon advice of counsel, that the performance of any obligation pursuant to this Agreement may contravene applicable law or regulation, the effect of which would be to have a material adverse effect on the business, financial condition, or operations of MED3000 or any subsidiary or affiliate of MED3000 Group.

Section 8.13. Material Changes; Periodic Review. Notwithstanding anything to the contrary in this Agreement, in the event (i) a significant change or amendment to any regulation, law, policy or procedure, (ii) any legal or ethical rule or regulation is promulgated or modified, or (iii) any administrative ruling or judicial interpretation is issued or modified that prohibits any act or course of conduct contemplated by this Agreement, or which materially and adversely affects the ability of MED3000 to provide Services hereunder or imposes onerous financial or other burdens on MED3000's provision of Services hereunder, an amendment or modification to this Agreement shall be negotiated in good faith. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between Client and MED3000.

Section 8.14. Agreement Construction. This Agreement shall not be presumptively construed for or against either party. The parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have caused this Business Support Services Agreement to be executed by their respective duly authorized representatives on the date first above written.

MED3000, Inc.	(Client)
Address: 680 Andersen Drive, Foster Plaza 10 Pittsburgh, PA 15220	Address:
_____	_____
Signed	Signed
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

BUSINESS SUPPORT SERVICES AGREEMENT

EXHIBIT A

OPERATING POLICIES

MED3000 shall have managerial responsibilities over all business support services as they relate to the billing of EMS provided by Client, subject to Client's ultimate control. In order for MED3000 to provide the necessary business support services on behalf of Client, the following operating policies shall be used with respect to Client's Emergency Medical Services Squad:

Billing Responsibilities. MED3000 shall be responsible for billing for all EMS provided by Client. MED3000 shall be responsible for implementing and providing the on-going support needed to support the billing and collection activities required by Client. MED3000 shall provide those billing and collection services that are customarily necessary for an EMS Squad, including but not limited, to the following items:

1. Process all demographic and charge information entered into the billing system based on the information provided by Client, including the schedule of EMS fees;
2. Process all required insurance forms whether submitted electronically or on hard copy. Insurance claims shall be submitted at least weekly based on the availability of information received from the Client;
3. Provide all HCFA-1500 universal claim forms needed to submit claims for EMS services provided by the Client;
4. Print and mail patient statements for accounts with patient balances greater than \$5.00. Mail up to three (3) statements according to the schedule set forth by the Client, to patients for fees not reimbursed by third-party payments including deductibles, co-payments and non-covered services for which the Client maintains appropriate waiver documentation. Client shall specify if residents receive a balance due statement and if unpaid patient balance due amounts are written-off or forwarded to a collection agency for further activity.
5. Receive from Client's lockbox, notification of payment and original remittance advices, and all other billing correspondence, as appropriate;
6. Enter all remittance information, including, contractual adjustments for third-party payers with which the Client participates (based upon an approved list provided by the Client), and submit secondary insurance claims as necessary;
7. For a period of one year, maintain a paper or electronic copy of explanation of benefit statements ("EOBs") received from third-party payers. At the end of one year, all EOBs will be returned to Client when requested or may be destroyed by MED3000;

8. Evaluate appropriate documentation of any request by a patient, third-party, or referring physician for an adjustment to a patient's bill, and coordinate findings with Client;
9. Follow coding and billing standards as established by organizations recognized as experts in coding and billing including, but not limited to, the American Medical Association (AMA);
10. Recommend and assist Client in establishing fees for new services;
11. Provide perpetual updates to master Current Procedural Terminology (CPT) coding and descriptions, and maintain current database of ICD-9 codes and edits; and
12. Assist with designing for the Client all necessary forms, fee slips, insurance authorizations, etc., for processing. Costs of actual forms, etc. will be the responsibility of Client.

Collection Responsibilities. In undertaking these responsibilities, MED3000 shall:

1. Answer all patient and third-party payer inquiries. In some cases, additional data will be requested from Client. Responses to all patient inquiries shall be made within twenty-four (24) hours whenever possible;
2. Pay for all telephone costs for patient and third-party payer inquiries and follow-up;
3. Pursue balances with any third-party payer as follows:
 - A. Monitor the balances and follow-up either in writing or by telephone, as appropriate, when payments are overdue.
 - B. Monitor all payments received against anticipated payments. Discrepancies noted shall be reviewed and, when appropriate, contact will be made by telephone, in writing, or in person with the third-party payer to request claim review.
 - C. Monitor payment patterns for each third-party payer at least monthly to identify any third-party payer with large amounts of pending open claims. Appropriate action shall be taken with the third-party payer to expedite prompt payment.
 - D. In the event any claim is denied by any third-party payer for reasons other than a patient's insured status, MED3000 shall use its commercially reasonable efforts to re-submit a clean claim in a timely manner. In the event a claim is denied as a result of improper coding or other act attributable to MED3000, MED3000 shall pursue a timely appeal of the denied claim.
 - E. Follow up with the third-party payer on assigned claims based upon the appropriate strategy for working with such third-party payer.
4. Pursue balances with patients by attaching notes on statements at pre-determined intervals using language approved by Client; and

5. Amounts due from a third-party or patient, that have not been collected after the activities described above and that have aged greater than 120 days, will be considered uncollectable. MED3000 will provide pertinent demographic and transactional detail to the Client identifying uncollectable accounts monthly. Unless otherwise instructed by the client, MED3000 will write-off the identified accounts as bad debts and will cease collection efforts associated with those accounts.

Credentialing Responsibilities with Third-Party Payers. MED3000 shall be responsible for:

1. Completing all necessary paperwork and submitting applications to establish provider numbers with third-party payers for new paramedics and Emergency Medical Technicians ("EMTs"). MED3000 has no control and cannot be held responsible for the individual timeframes or actual acceptance by payers. MED3000 will assist in follow-up activities to gain approval; and
2. Providing necessary credentialing information to new payers or updates to existing payers.

Reporting Responsibilities. MED3000 shall be responsible for making periodic reports to Client on the current status of all active patient accounts. In undertaking these responsibilities, MED3000 shall:

1. Produce monthly activity and summary reports as follows:
 - A. Fire/EMS Executive Summary - of the EMS for current month and year to date produced by:
 - (i) Number of transports and gross charges/receipts by level of service delivered;
 - (ii) Drop off location; and
 - (iii) Payer Category Analysis.
 - B. Financial Summary - of charges, write-offs and payments of the EMS for current month and year to date analyzed by:
 - (i) Current charges and payments received;
 - (ii) Payer Category Analysis; and
 - (iii) Summary aging of accounts receivable and adjustments and write-offs.
2. Provide off-site back up of all active data files; and
3. Provide additional reports reasonably requested by the Client.

Implementation. MED3000 shall be responsible for implementing the billing and collection services on behalf of Client. In undertaking such implementation, MED3000 shall:

1. Assign an account manager to Client who shall be responsible for the following:

- A. Act as primary contact with the personnel of Client;
 - B. Serve as the liaison with the MED3000 employees assigned to perform services for Client;
 - C. Communicate regularly with the key management of Client to review all activities with respect to the billing and collection services;
 - D. Work closely with Client to ensure a smooth transition and implementation;
 - E. Review all participating insurance agreements; and
 - F. Establish a schedule of implementation.
2. Review both its procedures and the procedures of Client and recommend and implement approved changes for improvements of collections; and
 3. Maintain knowledge about prevalent government and third-party payer regulations and guidelines to assist Client in conformance with such regulations.

Responsibilities of Client. In order for MED3000 to undertake the billing and collection services, Client shall:

1. Subject to the terms of the Agreement, appoint MED3000 as its lawful attorney-in-fact for the sole purpose of billing and collecting, in the name of Client and on Client's behalf, from patients, insurance companies, Medicare, Medicaid and all other third-party payers, all charges resulting from the provision of equipment, devices and supplies provided to patients and for all services rendered to patients, including, but not limited to, technical and ancillary services and all professional medical service or EMS provided by Client.
2. Cause the personnel of Client to timely submit to MED3000 the name of the patient when available, a paper copy of the Patient Care Report or an electronic extract when available, the date of service, a description of the nature, and the extent of services provided and any supporting medical information necessary to obtain payment or reimbursement. MED3000 shall rely on the truth and accuracy of such information and shall not in any event be required to verify medical treatment information submitted to MED3000 by the Client. Furthermore, Client shall use its best efforts to procure all necessary consents to all assignments and obtain all other approvals, consents, and signatures necessary for MED3000 to collect payment for reimbursement on behalf of Client;
3. Assist MED3000 with establishing dialog with transport hospitals means to gather patient demographic and insurance data from transport hospitals when requested, or provide copies of the hospital face sheet if other means of capturing this data are not available.
4. Be solely responsible for securing or causing to be secured from or on behalf of patients

whose accounts are covered under this Agreement, any and all necessary consents for the release of information to third parties as contemplated by this Agreement, and any and all necessary assignments of insurance benefits and benefits due from and rights to payment or reimbursement by any other third party. Client shall notify MED3000 in the event that assignment was not obtained;

5. Supply complete and accurate patient charge information;
6. Provide to MED3000 a schedule of professional fees charged for services rendered by Client's EMS Squad. MED3000 shall make revisions to the fee schedule from time to time upon at least 10 days prior written notice from Client to the effective date of any such revision. MED3000 shall continue to bill at the rates then in effect until receipt of such notice. Fee schedule revisions must include an effective date for the new charges;
7. Establish adequate controls to assure that all charges are captured, batched and reconciled with batch totals;
8. Provide all input forms;
9. Provide medical expertise regarding reimbursement of medically necessary services of Client arising from third-party payer disputes or patient inquiries;
10. Be responsible for all medical decisions concerning patient care; and
11. When refunds are necessary, write a check to MED3000's refund account for refunds to be sent to the patient or third-party payer based upon information provided by MED3000.

TO BUSINESS SUPPORT SERVICES AGREEMENT

EXHIBIT B

FEES/COSTS

1. For business support services rendered under this Agreement MED3000 shall be paid a service fee equal to ___% of the net revenue of Client, in accordance with Section 4 of the Agreement. Net revenue shall mean cash receipts arising from the provision of patient services and related activities less refunds. In the event that the total revenue for MED3000 in a month does not exceed \$500.00, MED3000 shall be paid a minimum service fee of \$500.00 for that month.
2. MED3000 shall be paid an initial set-up fee of **\$0.00** to establish the computer database, notify carriers of address change, complete authorizations for electronic filing, and other miscellaneous services.
3. All service fees are exclusive of all federal, state and local taxes, including sales taxes, assessed on or due in respect of any Services performed by MED3000 under the Agreement, for which taxes Client shall be solely responsible. Client shall reimburse MED3000 for all those costs and expenses of Client paid by MED3000 or any subsidiary or affiliate of MED3000 Group on behalf of Client in connection with the provision of Services hereunder.
4. There will be a charge to the Client for requests, including but not limited to, requests for special programming and non-standard reports. The cost for such requests will be determined on an individual basis and shall be reimbursed in accordance with Section 4.2 of the Agreement.

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT (“BAA”)

SECTION 1: DEFINITIONS

“**Breach**” shall have the same meaning given to such term in 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

“**Designated Record Set**” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

“**Electronic Health Record**” shall have same meaning given to such term in 42 U.S.C. § 17921(5).

“**Electronic Protected Health Information**” or “**Electronic PHI**” shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that MED3000 creates, receives, maintains or transmits from or on behalf of Client.

“**Individual**” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

“**Privacy Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 162 and Part 164, Subparts A and E.

“**Protected Health Information**” or “**PHI**” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, as applied to the information created or received by MED3000 from or on behalf of Client.

“**Required by Law**” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

“**Secretary**” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

“**Security Incident**” shall have the meaning given to such term in 45 C.F.R. § 164.304, but shall not include, (a) unsuccessful attempts to penetrate computer networks or servers maintained by MED3000 and (b) immaterial incidents that occur on a routine basis, such as general “pinging” or “denial of service” attacks.

“**Security Rule**” shall mean the Security Standards at 45 C.F.R. Parts 160 and 162 and Part 164, Subparts A and C.

“**Unsecured PHI**” shall have the same meaning given to such term under 42 U.S.C. § 17931(h), and guidance promulgated thereunder.

Capitalized Terms. Capitalized terms used in this BAA and not otherwise defined herein shall have the meanings set forth in the Privacy Rule, the Security Rule, and the HITECH Act, which definitions are incorporated in this BAA by reference.

SECTION 2: PERMITTED USES AND DISCLOSURES OF PHI

2.1 Uses and Disclosures of PHI Pursuant to Agreement. Except as otherwise limited in this BAA, MED3000 may use or disclose PHI to perform functions, activities or services for, or on behalf of, Client as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Client.

2.2 Permitted Uses of PHI by MED3000. Except as otherwise limited in this BAA, MED3000 may use PHI for the proper management and administration of MED3000 or to carry out the legal responsibilities of MED3000.

2.3 Permitted Disclosures of PHI by MED3000. Except as otherwise limited in this BAA, MED3000 may disclose PHI for the proper management and administration of MED3000, provided that the disclosures are Required by Law, or MED3000 obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon MED3000 pursuant to this BAA), and that the person agrees to notify MED3000 of any instances of which it is aware in which the confidentiality of the information has been breached. MED3000 may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

2.4 Data Aggregation. Except as otherwise limited in this BAA, MED3000 may use PHI to provide Data Aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), including use of PHI for statistical compilations, reports, research and all other purposes allowed under applicable law.

2.5 De-identified Data. MED3000 may create de-identified PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data for any purpose.

2.6 Disclosure Pursuant to Authorization. Without limiting the generality of the foregoing, MED3000 reserves the right at its sole discretion to disclose an Individual's PHI in response to and in accordance with a valid authorization executed by such individual that meets the requirements set forth in the Privacy Rule.

SECTION 3: OBLIGATIONS OF MED3000

3.1 Appropriate Safeguards.

3.1.1 Privacy of PHI. MED3000 will develop, implement, maintain, and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the Agreement and this BAA. The safeguards must reasonably protect PHI from any intentional or

unintentional use or disclosure in violation of the Privacy Rule and this BAA, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this BAA.

3.1.2. Security of PHI. MED3000 will develop, implement, maintain, and use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI, as required by the Security Rule. Commencing on February 17, 2010, MED3000 will comply with the provisions of 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 relating to implementation of administrative, physical and technical safeguards with respect to Electronic PHI in the same manner that such provisions apply to a HIPAA covered entity. MED3000 will also comply with any additional security requirements contained in the HITECH Act that are applicable to a business associate.

3.2 Reporting of Improper Use or Disclosure, Security Incident or Breach. MED3000 will report to Client any use or disclosure of PHI not provided for by the Agreement of which it becomes aware. MED3000 will report to Client any Security Incident of which it becomes aware. MED3000 will notify Client of any Breach of Unsecured PHI as soon as practicable, and no later than 30 days after discovery of such Breach. MED3000's notification to Client of a Breach will include: (a) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by MED3000 to have been, accessed, acquired or disclosed during the Breach; and (b) any particulars regarding the Breach that Client would need to include in its notification, as such particulars are identified in 42 U.S.C. § 17932 and 45 C.F.R. § 164.404.

3.3 MED3000's Agents. MED3000 will ensure that any agent or subcontractor to whom it provides PHI received from, or created or received by MED3000 on behalf of Client, agrees to restrictions and conditions that are substantially similar to those that apply through this BAA to MED3000 with respect to such PHI. MED3000 will ensure that any agent, including a subcontractor, to whom it provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect such information.

3.4 Access to PHI. The parties do not intend for MED3000 to maintain any PHI in a Designated Record Set for Client. To the extent MED3000 possesses PHI in a Designated Record Set, MED3000 agrees to make such information available to Client pursuant to 45 C.F.R. § 164.524 and 42 U.S.C. § 17935(e)(1), as applicable, within ten business days of MED3000's receipt of a written request from Client; provided, however, that MED3000 is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Client. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to MED3000, or inquires about his or her right to access, MED3000 will direct the Individual to Client.

3.5 Amendment of PHI. The parties do not intend for MED3000 to maintain any PHI in a Designated Record Set for Client. To the extent MED3000 possesses PHI in a Designated Record Set, MED3000 agrees to make such information available to Client for amendment pursuant to 45 C.F.R. § 164.526 within 20 business days of MED3000's receipt of a written request from Client. If an Individual submits a written request for amendment pursuant to 45

C.F.R. § 164.526 directly to MED3000, or inquires about his or her right to amendment, MED3000 will direct the Individual to Client.

3.6 Documentation of Disclosures. MED3000 agrees to document such disclosures of PHI and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and 42 U.S.C. § 17935(c), as applicable. MED3000 will document, at a minimum, the following information ("Disclosure Information"): (a) the date of the disclosure; (b) the name and, if known, the address of the recipient of the PHI; (c) a brief description of the PHI disclosed; (d) the purpose of the disclosure that includes an explanation of the basis for such disclosure; and (e) any additional information required under the HITECH Act and any implementing regulations.

3.7 Accounting of Disclosures. MED3000 agrees to provide to Client, within 20 business days of MED3000's receipt of a written request from Client, information collected in accordance with Section 3.6 of this BAA, to permit Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and 42 U.S.C. § 17935(c), as applicable.

3.8 Governmental Access to Records. MED3000 will make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by MED3000 on behalf of, Client available to the Secretary for purposes of the Secretary determining Client's compliance with the Privacy Rule and the Security Rule.

3.9 Mitigation. To the extent practicable, MED3000 will cooperate with Client's efforts to mitigate a harmful effect that is known to MED3000 of a use or disclosure of PHI not provided for in this BAA.

3.10 Minimum Necessary. MED3000 will request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 42 U.S.C. § 17935(b) and regulations promulgated thereunder.

3.11 Limitation on Marketing. MED3000 may use and disclose PHI for marketing purposes only as expressly directed by Client, and in accordance with 42 U.S.C. § 17936(a). MED3000 will not use or disclose PHI for fundraising purposes.

3.12 Limitation on Sale of Electronic Health Records and PHI. MED3000 will comply with the prohibition on the sale of Electronic Health Records and PHI set forth in 42 U.S.C. § 17935(d).

3.13 HITECH Act Applicability. MED3000 acknowledges that enactment of the HITECH Act amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, MED3000 under the Privacy Rule and Security Rule. To the extent not referenced or incorporated herein, requirements applicable to MED3000 under the HITECH Act are hereby incorporated by reference into this BAA. MED3000 agrees to comply with applicable requirements imposed under the HITECH Act, as of the effective date of each such

requirement.

SECTION 4: OBLIGATIONS OF CLIENT

4.1 Notice of Privacy Practices. Client will notify MED3000 of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect MED3000's use or disclosure of PHI. Client will provide such notice no later than 15 days prior to the effective date of the limitation.

4.2 Notification of Changes Regarding Individual Permission. Client will notify MED3000 of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect MED3000's use or disclosure of PHI. Client will provide such notice no later than 15 days prior to the effective date of the change. Client will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing MED3000 with PHI.

4.3 Notification of Restrictions to Use or Disclosure of PHI. Client will notify MED3000 of any restriction to the use or disclosure of PHI that Client has agreed to in accordance with 45 C.F.R. § 164.522 or 42 U.S.C. § 17935(a), to the extent that such restriction may affect MED3000's use or disclosure of PHI. Client will provide such notice no later than 15 days prior to the effective date of the restriction. If MED3000 reasonably believes that any restriction agreed to by Client pursuant to this Section may materially impair MED3000's ability to perform its obligations under the Agreement or this BAA, the parties will mutually agree upon any necessary modification of MED3000's obligations under such agreements.

4.4 Permissible Requests by Client. Client will not request MED3000 to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HITECH Act if done by Client, except as permitted pursuant to the provisions of Sections 2.2, 2.3, 2.4, 2.5 and 2.6 of this BAA.

SECTION 5: TERM AND TERMINATION

5.1 Term. The term of this BAA will commence as of the Effective Date, and will terminate when all of the PHI provided by Client to MED3000, or created or received by MED3000 on behalf of Client, is destroyed or returned to Client or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 5.3.

5.2 Termination for Cause. Upon either party's knowledge of a material breach by the other party of this BAA, such party will provide written notice to the breaching party detailing the nature of the breach and providing an opportunity to cure the breach within 30 business days. Upon the expiration of such 30 day cure period, the non-breaching party may terminate this BAA and, at its election, the Agreement, if cure is not possible.

5.3 Effect of Termination.

5.3.1 Except as provided in Section 5.3.2, upon termination of the Agreement or this BAA for any reason, MED3000 will return or destroy all PHI received from Client, or created or received by MED3000 on behalf of Client, and will retain no copies of the PHI. This provision will apply to PHI that is in the possession of subcontractors or agents of MED3000.

5.3.2 If it is infeasible for MED3000 to return or destroy the PHI upon termination of the Agreement or this BAA, MED3000 will: (a) extend the protections of this BAA to such PHI; (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as MED3000 maintains such PHI; and (c) never disclose such PHI to another MED3000 client or third party unless such information has been de-identified in accordance with the standards set forth in 45 C.F.R. § 164.514(b).

SECTION 6: SURVIVAL

The respective rights and obligations of MED3000 under Section 5.3 of this BAA will survive the termination of the BAA and the Agreement.

SECTION 7: EFFECT OF BAA

In the event of any inconsistency between the provisions of this BAA and the Agreement, the provisions of the BAA will control. In the event of inconsistency between the provisions of this BAA and mandatory provisions of the Privacy Rule, the Security Rule or the HITECH Act, as amended, or their interpretation by any court or regulatory agency with authority over MED3000 or Client, such interpretation will control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the HITECH Act is amended in a manner that changes the obligations of MED3000 or Client that are embodied in terms of this BAA, then the parties agree to negotiate in good faith appropriate non-financial terms or amendments to this BAA to give effect to such revised obligations. Where provisions of the BAA are different from those mandated in the Privacy Rule, the Security Rule, or the HITECH Act, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of the BAA will control.

