

CONFIDENTIAL AND PROPRIETARY

### TERMINATION AGREEMENT

This Termination, Settlement and Release Agreement (the "Termination Agreement") is entered into this 6<sup>th</sup> day of March, 2018, by and between Manatee County, whose mailing address is Post Office Box 1000, Bradenton, FL 34206, ("Client") and Change Healthcare Technology Enabled Services, LLC as successor-in-interest to PST Services, Inc., with an address of 5995 WINDWARD PKWY, ALPHARETTA GA 30005 ("Service Provider").

WHEREAS, both Service Provider and Client are parties to an Agreement for Emergency Medical Transportation Billing Services ("Services") that became effective on December 20, 2011, as amended (the "Underlying Agreement"); and

WHEREAS, certain issues have arisen under the Underlying Agreement related to Client's self-pay accounts (the "Issue") which the parties desire to resolve without admitting liability; and

WHEREAS, the parties have agreed to terminate the Underlying Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above premises and the agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties acknowledge and agree that (i) all Services have been provided to Client under the Underlying Agreement as of the Effective Date; and (ii) the Fees outstanding under the Underlying Agreement are equal to \$135,235.62 (the "Unpaid Fees").

2. Provided that Client has signed this Termination Agreement, Service Provider agrees to credit Client an amount equal to \$90,000.00 (the "Credit"), such amount to be credited on Client's final invoice under the Underlying Agreement. Client acknowledges and agrees that the Credit will make Client whole for the Issue.

3. The parties acknowledge and agree that (i) the current term of the Underlying Agreement ended on August 31, 2017 (the "Termination Date"); (ii) the Workout Period ended on November 31, 2017; and (iii) upon Service Provider's receipt of the outstanding final amount equal to \$45,235.62 from Client, the Underlying Agreement will be terminated pursuant to the applicable terms set forth in Article 5.B.I. of the Underlying Agreement.

4. Each party, for itself and its successors, assigns, transferees, principals, legal representatives, agents, employees, affiliates and subsidiaries, fully releases, remises, acquits and forever discharges the other party, its successors, assigns, transferees, principals, legal representatives, agents, employees, affiliates and subsidiaries, from any acts, omissions, transactions, transfers, happenings, violations, promises, contracts, agreements, facts or situations which such party has ever had, now has, or might have in the future, whether known or unknown, arising by reason of or in any manner related to, or arising out of or in connection with the Issue.

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It is understood and agreed that this Termination Agreement is executed by each party voluntarily and is not based on any representation or statements of any kind by the other party or any of its representatives as to the merits, legal liability or value of the claims or potential claims of such party. Each party hereby represents and warrants that it has not assigned any claim or cause of action it now has or may have ever had against the other party or any related entity to any other person or entity.

5. It is agreed that all offers of settlement made during the negotiations leading to this Termination Agreement and the existence and the terms and conditions of this Termination Agreement will be kept confidential by each of the parties hereto and not disclosed to third parties, except: (i) as may be required by law; or (ii) as necessary to seek appropriate advice from professional advisors, including tax preparers, business advisors, legal advisors, and financial advisors who have agreed to be bound by the confidentiality requirements set forth herein.

6. The parties agree that this Termination Agreement is the result of compromise and is entered into in good faith and shall not be considered an admission of liability or responsibility concerning any of the claims or allegations referred to in this Termination Agreement.

7. This Termination Agreement will inure to the benefit of and be binding upon the successors, legal representatives and assigns of Service Provider and Client. This Termination Agreement is to be interpreted under the laws of the State of Georgia.

8. Service Provider and Client acknowledge that they are duly authorized by appropriate action to enter into this Termination Agreement, including without limitation the release in Section 4 hereof, and that this Termination Agreement is being signed by duly authorized agents of Service Provider and Client. Once this Termination Agreement is signed by both parties and delivered, this Termination Agreement will be valid and binding upon the parties hereto and enforceable in accordance with its terms. Each party represents that it has carefully read this Termination Agreement, knows and understands the contents hereof and has signed the Termination Agreement of its own free act and with the knowledge that they have had the opportunity, if they chose to do so, to obtain legal advice from legal counsel of their choosing.

9. The parties agree to pay their own respective costs and attorneys' fees, if any, in connection with this Termination Agreement.

10. This constitutes the entire Termination Agreement between the parties with respect to the subject matter hereof.

11. This Termination Agreement shall take effect on the date set forth above.

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IN WITNESS WHEREOF, the undersigned parties have caused their authorized representatives to execute this Termination Agreement effective as of the date set forth above.

**CHANGE HEALTHCARE  
TECHNOLOGY ENABLED SERVICES,  
LLC**

By: *Christopher W. Roberts*

Print Name: Title: SVP

Date: 3.5.18

**MANATEE COUNTY, FLORIDA,  
a political subdivision of the State of  
Florida**

By: its Board of County Commissioners

*Priscilla*  
Chairperson

Date: 3/6/18



ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: *Robin P. DC*  
Deputy Clerk

March 6, 2018 - Regular Meeting  
Agenda Item #41

Approved in Open Session 3/6/18,  
Manatee County  
Board of County Commissioners

Subject

2018 State of EMS and Write Off of Uncollectable EMS Ambulance Fees

Briefings

None

Contact and/or Presenter Information

Paul DiCicco, EMS Chief - Ext 1645

Renée Isrel, Chief Administrative Officer - Ext 1649

Action Requested

Report on the 2018 State of EMS.

Authorization to remove uncollectable accounts for ambulance user fees, totaling \$4,711,612, and execution of a termination agreement with Change Healthcare, formerly known as PerSe Technology (PST), a McKesson Company.

Enabling/Regulating Authority

Resolution R-13-196, Section Three: Adjustment of EMS user fees, Subsection G, Adjustment of Accounts Receivable.

Florida Statutes Chapter 125--Home rule authority.

Resolution R-13-196 for adjustment to appropriate receivable accounts.

Background Discussion

EMS provides a report annually on the current state of our EMS operations.

Manatee EMS handles approximately 50,000 911 calls for service each year. Of these 50,000 calls, EMS transports approximately 32,000 patients to local hospitals. Emergency Medical Technicians and Paramedics collect data in the field which includes patient demographic information.

The contract for EMS billing services with Change Healthcare, formerly PerSe Technologies (PST), a McKesson Company, ended on August 31, 2017. PST continued to collect on active accounts through November 30, 2017. A termination agreement is needed to finalize our contractual agreement with PST.

PST system issues were discovered which caused billing issues for our Self-Pay clients. Through the termination agreement, PST agrees to credit the County \$90,000 to off-set the approximate loss.

Accounts deemed uncollectable have been turned over to Professional Recovery Consultants, Inc., for further

Manatee County Government Administrative Center  
First Floor, Commission Chambers  
9:00 a.m. - March 6, 2018

collection efforts. Uncollectable accounts for ambulance user fees, as submitted by PST, total \$4,711,612. Details are provided in Attachment A.

In September 2017, Manatee County contracted with a new billing vendor, Ambulance Medical Billing (AMB).

Remaining active accounts from PST will be turned over to AMB for extended billing efforts.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Distributed 3/8/18, RT

Instructions to Board Records

Copy of approved agenda to: [robert.smith@mymanatee.org](mailto:robert.smith@mymanatee.org), [renee.isrel@mymanatee.org](mailto:renee.isrel@mymanatee.org), [mary.allred@mymanatee.org](mailto:mary.allred@mymanatee.org), and [danielle.heaton@manateeclerk.com](mailto:danielle.heaton@manateeclerk.com).

Cost and Funds Source Account Number and Name

\$4,711,612 Uncollectable and \$90,000 Credit: 001-0000000115113 General Fund EMS Ambulance Fees

Amount and Frequency of Recurring Costs

\$0.00

Attachment: [Attachment A.pdf](#)

Attachment: [State of EMS 2018.pdf](#)

Attachment: [Termination PerSe AMM REVISIONS.pdf](#)

Attachment: [RLS Response Memo.pdf](#)

**Manatee County EMS Write-Off Totals Through November 2017**

<b>Code</b>	<b>Adjustment Description</b>	<b>Adjustment Amount</b>	<b>Original Charges</b>	<b>Basic Explanation for Activity</b>
0164 Total	BANKRUPTCY WRITE-OFF	\$22,413.71	\$34,413.28	Bankruptcy notice received from court - write off account balance
165 Total	REVERSE BANKRUPTCY WRITE-OFF	-\$1,265.24	\$4,130.97	Reverse bankruptcy write off - posting correction
0169 Total	DECEASED WRITE-OFF	\$522,924.36	\$1,084,150.98	Deceased notification received with no probate, probate funds exhausted or no 3rd party to bill - write off balance
0180 Total	INSUFFICIENT PT DEMOGRAPHICS	\$15,175.00	\$15,175.00	Missing adequate patient information
5978 Total	UNCOLLECTIBLE AR CREDIT	\$1,007,834.72	\$1,313,948.22	McKesson internal use only
7144 Total	COLL W/O PMTS	-\$147,497.70	\$321,562.36	Collection write off payment received after account was written off (sent to collection agency) - reversal of code 7700 - only for amount of payment
7200 Total	NON-RECOVERABLE W/O CREDIT	\$1,222.52	\$59,930.00	Accounts not forwarded to collection agency to work - does not meet collection agency's threshold
7400 Total	MAIL RETURN	\$496,098.71	\$560,541.80	Mail Return with out credit adjustment
7700 Total	COLLECTOR WRITEOFF - CREDIT	\$2,944,943.85	\$4,495,043.34	Accounts forwarded to collection agency to work
9200 Total	NON-RECOVERABLE W/O DEBIT	-\$26.18	\$1,243.00	Reverse accounts not forwarded to collection agency to work - does not meet collection agency's threshold
9400 Total	MAIL RETURN	-\$100.00	\$677.00	Mail Return with out debit adjustment
9700 Total	COLLECTOR WRITEOFF - DEBIT	-\$150,112.15	\$654,144.45	Reverse collection write off - information received - reversal of code 7700
		\$4,711,611.60	\$8,544,960.40	



# The State of Manatee County Emergency Medical Services



# Our Mission



To provide pre-hospital medical care, treatment, and transportation based upon the highest standards of medical care in a professional, prompt, and efficient manner to the citizens and visitors of Manatee County.







# System Overview



# System Overview



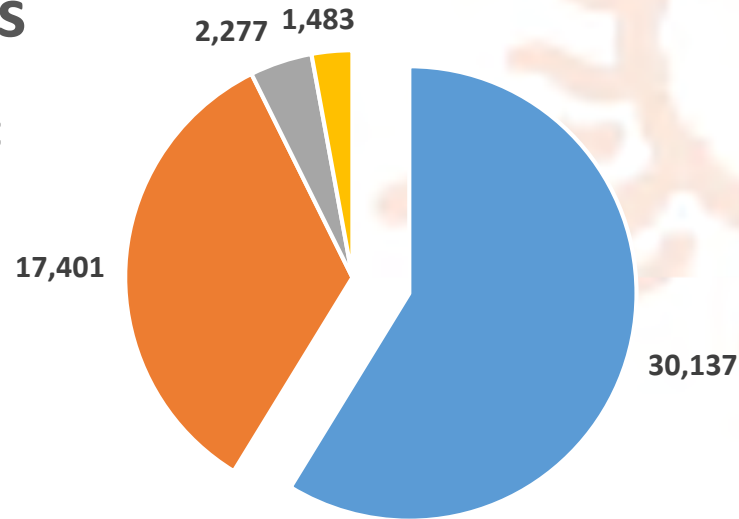
- Operate 19 Advanced Life Support Ambulances
- Operate 4 Advanced Life Support Non-Transport Resources
- Myakka Firefighter Paramedic Program
- Responded to 51,298 Calls for Service in FY17



# EMS Activity

## Disposition Analysis

- Transported - Non Emergent
- All Other Calls for Service (Non-transports)
- Transported - Emergent
- Treatment / Non-Transport



Disposition	Total
Transported - Non Emergent	30,137
All Other Calls for Service (Non-transports)	17,401
Transported - Emergent	2,277
Treatment / Non-Transport	1,483
	51,298

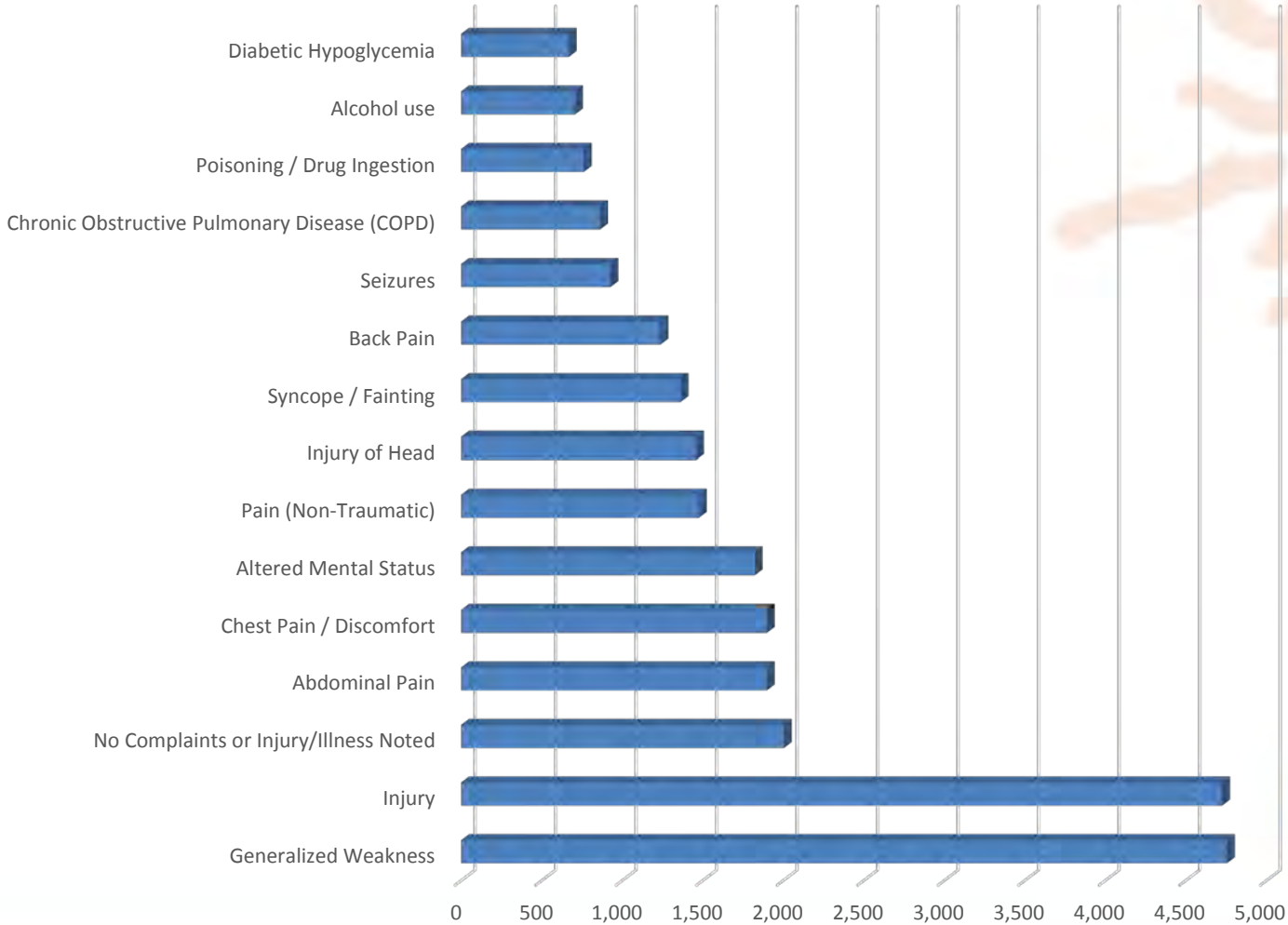


# Call Volume Statistics

- Call volume peaks between hours of 9am & 9pm.
- The busiest hour of the day is 12pm.
- The busiest day of the week is Friday.
- Incident locations are primarily the patient's residence, Nursing Homes / Assisted Living Facilities, and Streets / Highways.



# Top Ten Clinical Impressions

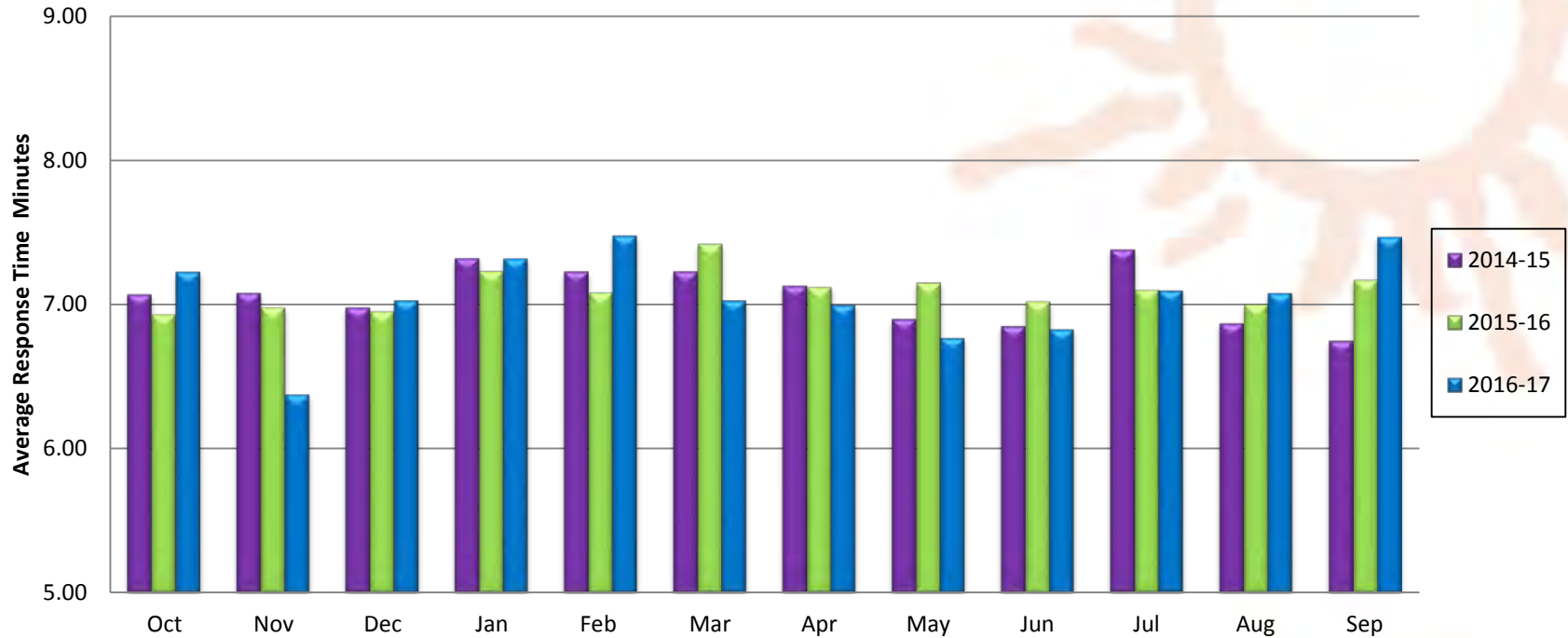


# Clinical Facts

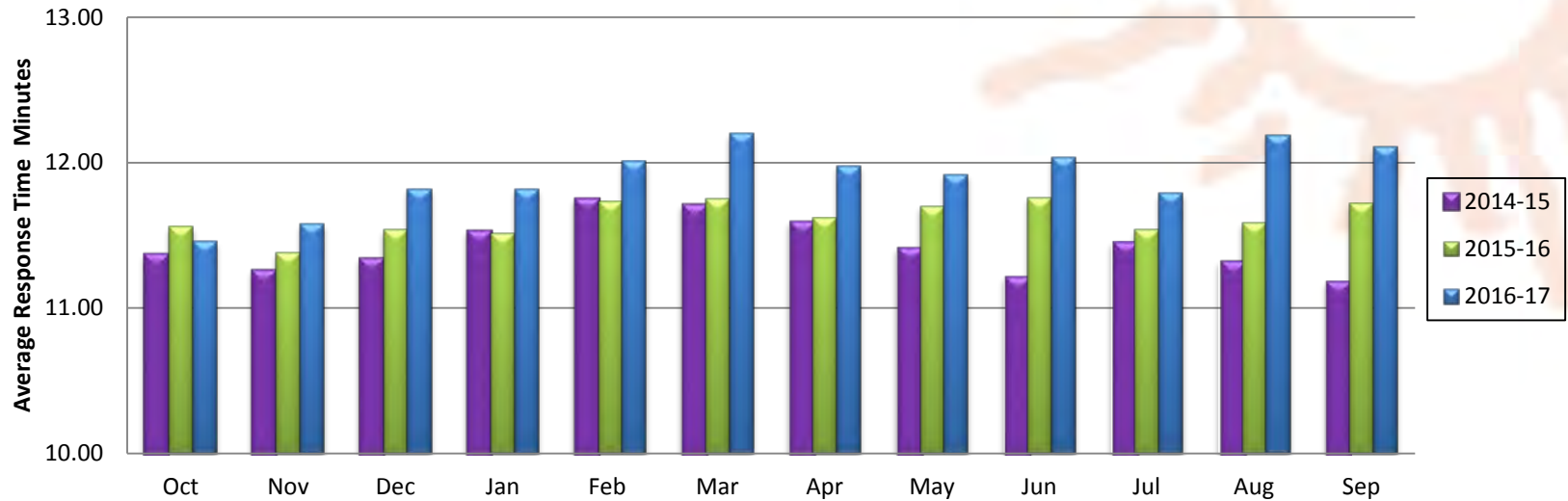
Procedure	Total
Medication Doses	21,014
Breathing Tubes	421
IV Catheter Placements	27,523
Chest Decompressions	11



# EMS Response Times



# Public Safety Response Times





# 2017 Safety Initiatives Update

- Driving Safety – Exploring video recording options that provide driver performance feedback – **Cameras to be installed & operational by March 5<sup>th</sup>**
- Fatigue Management – Researching Alternative Shift Schedules – **While not funded in FY18, staff is working on options for future budget cycles**
- Drowning Prevention - Focused on Pediatric Patients – **Completed a month long campaign focused on pediatric drowning**
- Substance Abuse / Opioid Epidemic Involvement – **Worked with the Community Paramedic program by referring patients in need**



# 2017 Safety Initiatives Update

- **Stryker Power-LOAD System:**
  - Currently two ambulances equipped
  - Targets a reduction in lifting-related injuries
  - Pursuing FEMA grant to outfit the entire fleet



# 2017 Accomplishments

- Reviewed over 149 special event requests (Temporary Use Permits).
- Selected a new billing vendor.
- Conducted 138 Public Relations / Education Events.



# 2017 Accomplishments

- Invested in employee safety by obtaining ballistic vests.
- Updated our fleet to include a new Medical All Terrain Transport (MATT) vehicle for special events & large incidents



# New EMS Station 6



- Located at US 301 and I-75.
- Provides quick access to both North and South calls for service.
- Improved employee morale.



# Hurricane Irma



# Hurricane Irma

- First major hurricane activation since Hurricane Charley in 2005
- Required a mandatory call in for over 100 EMS employees
- Facilitated the complete evacuation of Manatee Memorial Hospital (203 patients) in 14 hours
- Utilized over 45 ambulances and 4 transit busses to complete the evacuation
- EMS assets and employees were strategically located at different locations throughout Manatee County for post-storm response
- Paramedics were embedded with First-In teams
- Paramedics and EMTs responded as weather permitted during the storm in sport utility vehicles



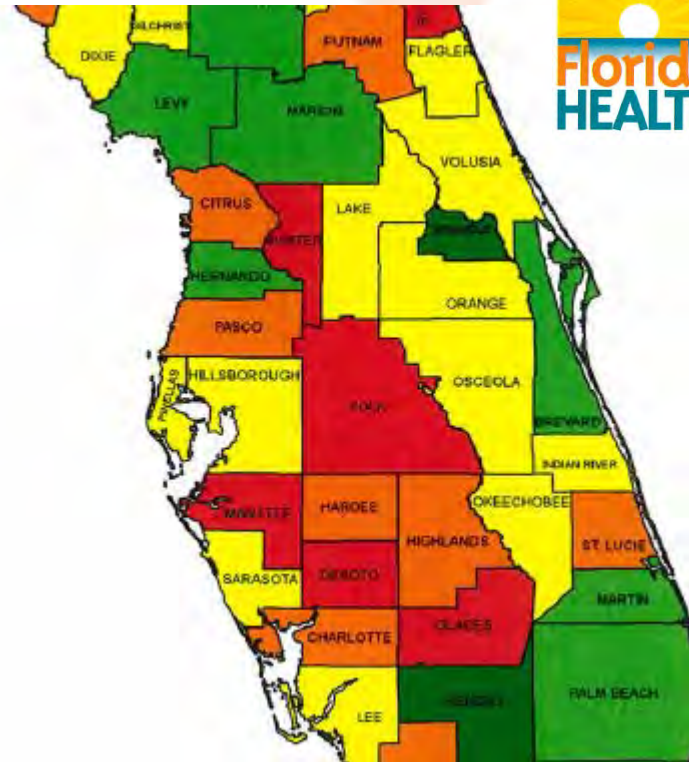
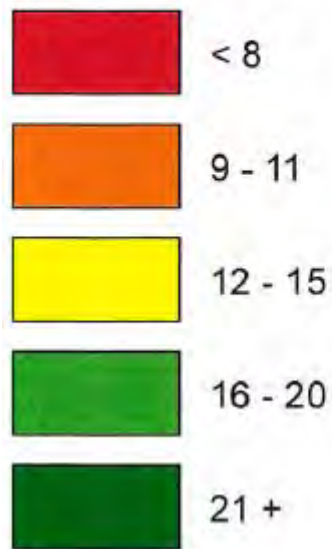
# Hurricane Irma Pictures





# Staffing Challenges

# of Paramedics by Practice Location Per 10,000 Population



- In a partnership with the Human Resources Department, participated in the pilot Results First prototype.
- Decreased turnover to 14% in 2017.



# 2017 Manatee County Employee of the Year – Aaron White



# Young Man Meets his Rescuers



# A Life Saved Just in Time



Paramedics Beth Harmount and Sherri Pellien

# Another Life Saved



District Chief Allison Skinner, Paramedics Molnar and Zagrabski

# Questions





## OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY\*  
William E. Clague, Assistant County Attorney  
Sarah A. Schenk, Assistant County Attorney\*\*  
Christopher M. De Carlo, Assistant County Attorney  
Geoffrey K. Nichols, Assistant County Attorney  
Pamela J. D'Agostino, Assistant County Attorney  
Anne M. Morris, Assistant County Attorney  
Katharine M. Zamboni, Assistant County Attorney  
Alexandria C. Nicodemi, Assistant County Attorney

### MEMORANDUM

Date: February 28, 2018  
To: Robert Smith, Director, Public Safety Department  
Through: Mitchell O. Palmer, County Attorney *MOP 2/28/18*  
From: Anne Morris, Assistant County Attorney *AM*  
RE: **Termination Agreement with Change Healthcare Technology Enabled Services, LLC; CAO Matter No. 2018-0106.**

This memorandum is in response to the above referenced Request for Legal Services in which you asked this Office to review a proposed termination agreement with Change Healthcare Technology Enabled Services, LLC ("Termination Agreement").

Per your request, I have reviewed the Termination Agreement and made the appropriate changes to the draft you submitted. While this Office typically does not approve of agreements that are to be interpreted by non-Florida law, given the nature of the Termination Agreement and the time constraints on this matter, this Office has no reason to recommend against the language in the Agreement regarding the application of Georgia law. Attached to this memorandum is a redlined version of the Termination Agreement that is now in legally sufficient form to be placed on a future Board agenda for consideration. This Office has no opinion on the business judgement of entering into this Termination Agreement.

This completes my response to your Request for Legal Services. As always, should you have any related questions, please do not hesitate to contact me.

Enclosures

Copies to: Ed Hunzeker, County Administrator  
Dan Schlandt, Deputy County Administrator

\* Board Certified in Construction Law

\*\* Board Certified in City, County, & Local Government Law