AGREEMENT FOR PURCHASE OF SOFTWARE AND RELATED SERVICES

30299

THIS AGREEMENT is made and entered, in duplicate, as of the 4th day of October, 2007 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 15, 2007, by and between the CITY OF LONG BEACH, a municipal corporation ("City"), and ZOLL DATA SYSTEMS, a Delaware corporation, with a place of business at 12202 Airport Way, Suite 300, Broomfield, CO 80021 ("ZOLL").

WHEREAS, pursuant to City's Request for Proposal for furnishing software and related services for ambulance billing and collection management, ZOLL submitted its Proposal which was accepted by the City; and

WHEREAS, City wishes to obtain said software, related services and equipment from ZOLL and ZOLL is willing and able to furnish them;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein contained, the parties agree as follows:

1. Recitals. The above recitals are true and correct.

2. Performance. ZOLL shall furnish to and install at the City software for ambulance billing and collection management and shall perform related services in accordance with the Scope of Work on Exhibit "A", attached to this Agreement and incorporated by this reference, and shall grant a license to the City to use the software as described in Exhibit "B", attached to this Agreement and incorporated by this reference. [City is identified as "Customer" in the software license.] The custom products to be provided by ZOLL are further identified on Exhibit "C", attached to this Agreement and incorporated by this reference. The City may, at any time, request changes to the Scope of Work of an open task and ZOLL shall provide to the City, in writing, the cost for the changes. If the parties agree to the revised scope of the task and the cost of the revised task, then they shall sign an amendment to this Agreement that reflects the changes. If there is no increase or decrease in the cost as a result of the revised task, then Exhibit

1 "A" shall simply be revised, and the new Exhibit shall be designated as Revised Exhibit

2 "A". Revised Exhibit "A" shall be substituted for Exhibit "A" and the City will file Revised

3 Exhibit "A" with the City Clerk.

4   ZOLL shall perform the services related to the software with qualified

5 personnel in a professional manner conforming to generally accepted standards and

6 practices in the computer industry.

7   ZOLL warrants that their software will perform as specified in the Proposal,

8 Documentation, and Agreement.

9   ZOLL shall be responsible for schedule slippages. In the event of slippage,

10 ZOLL personnel shall work evenings, weekends, and as needed, to maintain the

11 schedule agreed upon. Additionally, in the event of schedule slippages, Zoll shall

12 reimburse City for all reasonable out of pocket expenses incurred by City due to Zoll's

13 delay of the project.

14   ZOLL shall prior to executing this agreement, place their source code and

15 all appropriate documentation in an escrow account with the stipulation that in the event

16 of ZOLL declaring bankruptcy, going out of business, or being foreclosed upon, the City

17 of Long Beach shall have access to said source code and documentation.

18   The parties acknowledge that in the event there is a conflict between this

19 Agreement and the Master Software License Agreement, the Agreement shall take

20 priority and be the controlling document.

21   3. <u>Term</u>. Notwithstanding anything to the contrary in any exhibit, the term

22 of this Agreement shall commence on the ___1st__ day of November, 2007 and shall

23 terminate on March 31, 2008, provided, however, that the license granted in Section 5

24 below shall be perpetual unless specifically terminated by either party.

25   4. <u>Payment</u>. The City shall pay ZOLL for the software and related services

26 pursuant to the Schedule of Payment indicated on Exhibit "D". . The City shall be

27 responsible for the payment or self-accrual of applicable sales or use tax. The amounts

28 shown on Exhibit "D" are "not to exceed" amounts, and the City will pay no more than the

1 amounts shown. If the services extend beyond the estimates outlined in Exhibit "D", then

2 ZOLL shall notify the City and the City may elect to terminate or continue the services.

3   5. Response Times.

4   The City has provided transaction volumes in the Request for

5 Proposal for ZOLL's use in determining system configuration, and Zoll has provided a

6 hardware and systems requirements standard which the City agrees to follow. The City

7 has defined response time as the elapsed time between the end of an inquiry or update

8 for to an individual record (operator activates the transaction from the workstation) and

9 the time the initial character of the response or update appears on the operators

10 workstation. ZOLL shall guarantee response time in the following forms: At the volume

11 of transactions specified, 99 percent of error-free transactions will be processed within

12 two seconds response time. If based upon this requirement, the system under the final

13 acceptance does not achieve this specification, and the City has eliminated network

14 infrastructure and configuration as a cause, then ZOLL, at Zoll's sole discretion shall

15 either, at no cost to City, provide the necessary computer hardware and/or software

16 modifications or changes to accomplish this requirement, or provide the City a complete

17 refund of all monies paid and terminate the contract.

18   6. License.

19   A. At no additional cost to the City, ZOLL hereby grants to the City a

20 non-exclusive, perpetual, non-transferable license to use ZOLL's software on the terms

21 described in Exhibit "B".

22   B. ZOLL may terminate the license if the City breaches the terms of

23 the license, provided that ZOLL gives notice to the City of the breach and the City does

24 not correct the breach within thirty (30) days following receipt of notice or if the City

25 makes an assignment for the benefit of creditors or proceedings are commenced by or

26 for Licensee under any bankruptcy, insolvency, or debtor's relief law. The City may

27 terminate the license by giving thirty (30) days notice to ZOLL but any license fees are

28 not refundable.

C. ZOLL shall retain all rights to title and interest in the software, including without limitation data, plans, specifications, reports, designs, technological "know how", documentation and other information related to the software. On termination of the license, whatever the reason, the software and any copies of it shall be returned to ZOLL.

City shall maintain ownership of all documents, materials, solutions, programs, and data that is produced and paid for by City during the course of this agreement. This shall not be construed as meaning that under any circumstances, Zoll agrees to transfer ownership of licensed software products to City.

D. If the license is terminated, the City will certify in writing to ZOLL that the City has uninstalled and destroyed all copies of the software to which the license pertains within thirty (30) days after the termination.

E. ZOLL or it designated agent may, on five (5) days prior notice to the City, inspect any facility of the City where software provided under this Agreement is used by the City and may audit records pertaining to the software for the purpose of confirming the City's compliance with those portions of this Agreement relating to the license. ZOLL may perform only one audit per 12-month period unless a previous audit reveals a discrepancy. ZOLL's audit shall be performed at ZOLL's sole expense provided, however, that if, as a result of the audit, ZOLL determines that the City owes additional fees to ZOLL, then the City shall pay one-half (½) of the costs of the audit plus all past-due fees.

7. <u>No Waiver</u>. The acceptance of any item or any work or the payment of money by the City shall not operate as a waiver of any provision of this Agreement, or of any power reserved to the City, or of any right of the City under this Agreement. The waiver of any breach of this Agreement shall not be deemed a waiver of any other or subsequent breach.

8. <u>Notice</u>. Any notice given under this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,

1 addressed to ZOLL at the address first stated above Attn: Contracts Manager and to the

2 City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.

3 Change of address shall be given as provided herein for other notices. Notice shall be

4 effective on the date of mailing or on the date personal service is obtained, whichever

5 occurs first.

6 　　　　　9. Warranty.

7 　　　　　A. During the warranty period, ZOLL warrants that the software will

8 operate in conformity with the applicable Documentation as that term is defined in Exhibit

9 "B". ZOLL does not warrant that the software will be uninterrupted or free of errors, and

10 the warranty does not cover defects resulting from accident, abuse, misapplication or

11 unauthorized repair, modifications, or enhancements.

12 　　　　　During the warranty period and following notice from the City that the

13 software does not operate in conformity with the Documentation, ZOLL at its option shall

14 (I) repair or replace the software; or (ii) refund the fees paid for the software in exchange

15 for return of the software by the City to ZOLL.

16 　　　　　B. If the City detects a defect in the software's "physical media",

17 then the City may return the software and ZOLL shall immediately send a replacement at

18 no charge.

19 　　　　　C. In addition, with respect to the software, ZOLL warrants that it

20 owns or has the right to use the software and that the software does not infringe or

21 violate any copyright, patent, license, trade secret, trademark, or other proprietary right of

22 any third party. ZOLL's sole liability and the City's sole remedy for breach of the warranty

23 in this sub-Section 8(C) shall be the indemnity described in the following paragraph.

24 　　　　　ZOLL shall at its expense, defend the City, its officials and

25 employees from all third party claims, demands, and causes of action (collectively in this

26 Section, "claims"), arising from any alleged infringement of any copyright, patent, license,

27 trade secret, trademark, or other proprietary right related to the software. ZOLL shall

28 indemnify and hold the City harmless against and pay those costs and damages awarded

1 against the City (including court costs and reasonable attorney's fees) which are

2 attributable to any such claim (including any settlement approved by ZOLL), but such

3 defense and payments are conditioned on the following: (1) that ZOLL shall be promptly

4 notified in writing by the City following City's receipt of any such claim; (2) that ZOLL shall

5 have control of the defense of any action on such claim and all negotiations for its

6 settlement or compromise except to the extent that principles of municipal law are

7 involved; (3) City reasonably cooperates with ZOLL in the defense of the claim; and (4) if

8 the software becomes, or in ZOLL's opinion is likely to become, the subject of a claim of

9 infringement, then the City shall permit ZOLL at its option and expense, either to (I)

10 procure for the City a license to use the software or part affected by the claim; (ii) replace

11 the software or part affected by the claim with other suitable software; (iii) modify the

12 software or part affected by the claim to make it non-infringing; or (iv) refund to the City a

13 pro-rated portion of the fees paid by the City to ZOLL for the software, based on a 36-

14 month period. ZOLL shall have no obligation under this Section to the extent that the

15 claim is based on (I) failure to use an Update (as that term is defined in Exhibit "B") if

16 infringement could have been avoided by using that Update; (ii) a combination, operation,

17 or use of the software with other products not provided by ZOLL if such infringement

18 could have been avoided if that combination, operation or use were not present; (iii) the

19 City's use of the software in a manner inconsistent with the license granted in this

20 Agreement; or (iv) modification, alteration, or enhancement of the software which is not

21 performed or authorized by ZOLL. The foregoing provisions of this Section state the

22 entire liability and obligation of ZOLL for infringement and the exclusive remedy of the

23 City for claims of infringement of third party rights.

24   D. Furthermore, with respect to professional services, Zoll warrants

25 that any Services provided to Customer will be performed with due care in a professional

26 and workmanlike manner. Zoll shall, as its sole obligation and City's sole and exclusive

27 remedy for any breach of the warranty set forth in this Section 9D, re-perform the

28 Services which gave rise to the breach or, at Zoll's option, refund the Services Fees paid

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1 by City for the Services which gave rise to the breach; provided that the City notify Zoll in

2 writing of the breach within 30 days following performance of the defective Services,

3 specifying the breach in reasonable detail.

4   E. The warranty period of the software shall extend for nintey (90)

5 days after the deployment date (the "Software Warranty Period") at the City.

6   10.   INSURANCE. As a condition precedent to the effectiveness of this

7 Agreement, ZOLL shall procure and maintain at ZOLL's expense for the duration of this

8 Agreement from insurance companies that are admitted to write insurance in California or

9 from authorized non-admitted insurance companies that have ratings of or equivalent to

10 A:VIII by A.M. Best Company the following insurance:

11   (a) Commercial general liability insurance (equivalent in scope to ISO form

12 CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than $1,000,000 per each

13 occurrence and $2,000,000 general aggregate. This coverage shall include but not be

14 limited to broad form contractual liability, cross liability, independent contractor's liability,

15 and products and completed operations liability. The City, its officials, employees and

16 agents shall be named as additional insureds by endorsement on Chubb's form no. 80-

17 02-6440 (ed.8-04).

18   (b) Workers' Compensation insurance as required by the California Labor

19 Code and employer's liability insurance in an amount not less than $1,000,000.

20   (c) Professional liability or errors and omissions insurance in an amount not

21 less than $1,000,000 per claim.

22   (d) Commercial automobile liability insurance (equivalent in scope to ISO

23 form CA 00 01 06 92), covering Auto Symbols 8 and 9 (non-owned/hired auto) in an

24 amount not less than $500,000 combined single limit per accident.

25   Any self-insurance program, self-insured retention, or deductible must be

26 separately approved in writing by City's Risk Manager or designee and shall protect City,

27 its officials, employees and agents in the same manner and to the same extent as they

28 would have been protected had the policy or policies not contained retention or

1 deductible provisions. Each insurance policy shall be endorsed to state that coverage

2 shall not be reduced, non-renewed, or canceled except after thirty (30) days prior written

3 notice to City by either ZOLL or ZOLL's insurance carrier, and, with respect to the sole

4 negligence of ZOLL, shall be primary and not contributing to any other insurance or self-

5 insurance maintained by City. ZOLL shall notify the City in writing within five (5) days

6 after any insurance has been voided by the insurer or cancelled by the insured. If this

7 coverage is written on a "claims made" basis, it must provide for an extended reporting

8 period of not less than one year, commencing on the date this Agreement expires or is

9 terminated, unless ZOLL guarantees that it will provide to the City evidence of

10 uninterrupted, continuing coverage for a period of not less than three (3) years,

11 commencing on the date this Agreement expires or is terminated.

12 ZOLL shall require that all subconsultants and contractors that ZOLL uses

13 in the performance of services, maintain insurance in compliance with this Section unless

14 otherwise agreed in writing by City's Risk Manager or designee.

15 Prior to the start of performance, ZOLL shall deliver to City certificates of

16 insurance and endorsements for approval as to sufficiency and form. In addition, ZOLL,

17 shall, within thirty (30) days after expiration of the insurance furnish to City certificates of

18 insurance and endorsements evidencing renewal of the insurance. City reserves the right

19 to require complete certified copies of all policies of ZOLL and ZOLL's subconsultants

20 and contractors, at any time. ZOLL shall make available to City's Risk Manager or

21 designee all books, records and other information relating to the insurance, during normal

22 business hours.

23 Any modification or waiver of these insurance requirements shall only be

24 made with the approval of City's Risk Manager or designee. Not more frequently than

25 once a year, the City's Risk Manager or designee may require that ZOLL, ZOLL's

26 subconsultants and contractors change the amount, scope or types of coverage's, within

27 reason, if, in his or her sole opinion, the amount, scope, or types of coverages are not

28 adequate.

1   The procuring or existence of insurance shall not be construed or deemed

2   as a limitation on liability relating to ZOLL's performance or as full performance of or

3   compliance with the indemnification provisions of this Agreement.

4   11. No Assignment. Neither this Agreement nor any money due ZOLL

5   hereunder may be assigned by ZOLL or the City without the prior written approval of the

6   other party, which approval shall not be unreasonably withheld. Any attempted

7   assignment or delegation shall be void, and any assignee or delegate shall acquire no

8   right or interest by reason of such attempted assignment or delegation.

9   12. No Discrimination. ZOLL agrees, to the extent required by applicable

10   laws, rules, and regulations, that no person shall be subjected to discrimination in the

11   performance of this Agreement on the basis of race, color, religion, national origin, sex,

12   sexual orientation, AIDS, HIV status, age, disability, or handicap.

13   13. No Third Party Benefit. This Agreement is intended by the parties to

14   benefit them only and is not in any way intended or designed to or entered for the

15   purpose of creating any benefit or right for any person or entity of any kind that is not a

16   party to this Agreement.

17   14. Joint Effort. This Agreement was created as a joint effort of both

18   parties and neither it nor any part of it shall be construed against one party as the drafter.

19   15. Non-Disclosure and Confidentiality.

20   A. The City agrees that it will hold the software and related materials

21   in confidence and will not disclose it to others without the prior written consent of ZOLL.

22   This obligation to hold in confidence does not apply to any portion of the software that: (I)

23   is, at the time of disclosure or subsequently, publicly available through no breach of

24   confidentiality by the City; (ii) becomes known to the City prior to disclosure by ZOLL to

25   the City through no breach of confidentiality by the City; (iii) is independently developed

26   by the City; (iv) is lawfully disclosed to the City pursuant to applicable law or a court order

27   provided that ZOLL is given reasonable notice of such law or court order and an

28   opportunity to prevent or limit the disclosure.

B. The City may copy, in whole or in part, any Documentation relating to the software that is provided by ZOLL, for City's sole use.

16. <u>Limitation of Liability</u>. ZOLL's and its supplier's liability for direct damages however caused shall be limited to the cumulative fees and costs paid by the City to ZOLL under this Agreement. To the maximum extent permitted by applicable law, in no event will ZOLL or its suppliers be liable to the City for any indirect, special, incidental, or consequential damages.

17. <u>Force Majeure</u>. Except with respect to the obligation to pay fees and costs for the software and related services, neither party shall be deemed in default of this Agreement because of delay or failure in performance of its obligations which delay or failure results from any cause beyond that party's reasonable control ("Force Majeure") provided that the party gives prompt notice of the Force Majeure to the other party and uses its best efforts to mitigate the delay or failure and to commence perform at the earliest opportunity.

18. <u>Press Release</u>. Except when the parties have agreed otherwise in writing, neither party shall issue press releases or make public statements nor announcements without the other party's advance consent.

19. <u>Miscellaneous</u>.

A. In the event of any conflict or ambiguity between this Agreement and any exhibit, the provisions of this Agreement shall govern.

B. This Agreement shall be governed by and construed pursuant to the laws of the State of California, except those provisions of California law pertaining to conflicts of laws.

C. This Agreement, including all exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, whether oral or written, with respect to the subject matter herein.

D. This Agreement, including all exhibits, shall not be amended, nor any provision or breach hereof waived, except in writing signed by the parties which

1 expressly refers to this Agreement.

2   E. If there is any legal proceeding between the parties to enforce or

3 interpret this Agreement or to protect or establish any rights or remedies hereunder, the

4 prevailing party shall be entitled to its costs and expenses, including reasonable

5 attorney's fees.

6   F. Termination or expiration of this Agreement shall not affect rights

7 or liabilities of the parties which accrued prior to termination or expiration, and shall not

8 extinguish any warranties that may be in effect on the date of termination or expiration.

9   G. ZOLL shall comply with all applicable federal, state and local

10 laws and regulations during performance of this Agreement.

11   H. The division of provisions into sections and the captions on those

12 sections is for convenience only and shall not be considered in construing this

13 Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

ZOLL DATA SYSTEMS, a Colorado corporation

October 9 , 2007   By _____

Officer's Title VP - Sales

Kevin A. Tappiy
(Type or Print Name)

10/23/07, 2007   By _____

Officer's Title _____

_____
(Type or Print Name)

"ZOLL"

CITY OF LONG BEACH, a municipal corporation

10/23 , 2007   By _____
City Manager

"City"

This Agreement is approved as to form on ___Oct. 11___, 2007.

ROBERT E. SHANNON, City Attorney

By _____
Deputy

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BACKGROUND

In September of 2006, the City of Long Beach (CLB) released a Request for Proposal (RFP) for a Ambulance Billing and Collection System (ABCS), and in June of 2007, Zoll Data Systems (ZDS) was approved as the chosen vendor to provide the software and identified integration solutions. The following sections of this Scope of Work provide on overall project description, deliverables, and responsibilities agreed upon between the CLB and ZDS.

For the purposes of this document, a Scope of Work (SOW) is defined as documentation which describes what products, services, plans, specifications, or other forms of deliverables identified here, will be provided within the realms of the executed contract. A SOW does not provide definition for how the work will be completed, but the expectation is that all contracted projects with professional services will follow some accredited or approved project management methodology.

INTRODUCTION

The CLB implemented an extensive review of the current processes, methods and software products in place for supporting the ambulance billing program. One of the primary conclusions documented in this review, was to purchase and implement a new software system to support the overall ambulance billing program. The following provides a description of the expected services and products identified and agreed upon between the CLB and ZDS for the purchase of an Ambulance Billing and Collection System (ABCS) and professional services, and will be used to reach a level of mutual agreement between both parties.

It is noted at this time that the CLB RFP is submitted as part of the SOW and final contract with ZDS (as defined in the RFP's Appendix A, Contract Provisions, Section B, item 8). Any and all disputes or questions in regards to requirements and specifications requested as presented in this defined SOW will defer to the RFP document and ZDS's proposed response and submitted CSG's for custom interfaces, prior to going through any formal change request process.

PROJECT DESCRIPTION

For the purpose of this SOW, the project description is broken into two primary areas of service: 1) Ambulance Billing and Collection System (ABCS), where the defined ABCS constitute the licensing and delivery of the aforementioned software products and

modules, and 2) Professional Services, where the aforementioned defines the professional services that will be provided by ZDS in planning, developing, deploying, and training on the ABCS and defined Custom Solutions interfacing with other determined systems. Each area contains deliverables and responsibilities for ZDS and CLB.

1. AMBULANCE BILLING AND COLLECTION SYSTEM

The CLB's primary objective for the Ambulance Billing Program is to purchase and implement a new system that meet the identified requirements and specifications outlined in the CLB's RFP. After review of submitted responses, ZDS's proposed solution was identified as meeting the most requirements identified in the Software Specification Questionnaire and System Integration Requirements. As the CLB chose ZDS's solution based on information provided in the proposal response, it is expected that the identified software products and modules presented as the solution meet the requirements and specifications, unless otherwise noted in ZDS's proposed response.

Under this contract agreement, ZDS will present a Master Software License Agreement (MSLA) to the CLB, included under Exhibit B, for the City Attorney's office to review and approve. The MSLA will include a 7 seat user license for the RescueNet Billing Professional software product, and include the following modules:

- Professional Reports Module
- Clearinghouse Electronic Claims Module
- Security Module
- Image Viewer Module

Deliverables:	Escrow Account for all Source Code and Documentation
	Master Software License Agreement (MSLA)
	Maintenance Agreement
	RescueNet Billing™ Professional User License (7)
	Professional Reports Module
	Clearinghouse Electronic Claims Module
	Security Module
	Image Viewer Module
	System Administration and End User Documentation
ZDS Responsibilities:	All Deliverables
	Proper Invoicing as defined in Payment Schedule
CLB Responsibilities:	Review Draft MSLA and submit requested changes
	Sign Final MSLA
	Payment of Invoices

2. PROFESSIONAL SERVICES

Project Plan Development

Both CLB and ZDS are responsible for appointing single points of contact (POC) that will be required to work together in developing and agreeing on an overall project plan for the purpose of this SOW. The CLB point of contact will act as the primary authority for the complete project, but the ZDS point of contact shall have governing authority and accountability for all deliverables, in all sections, stated in this SOW. In addition, ZDS's point of contact will be responsible for all internal coordination, resource allocation, planning, monitoring, controlling, deployment, integration of custom solutions, and training.

At the onset of the contract, the CLB's POC will contact ZDS to schedule time to work together in developing the initial project plan. An agreement will be reached between both POC's on a regular meeting to review the project plan, status of depicted tasks, assess overall health of the project, and identify any risks or constraints to meeting the project plan and objectives.

Deliverables:	Assign POC for coordination and planning purposes
	Develop Initial Project Plan
	Update Project Plan as required
	Attend Regular Meetings
	Report Regular Status
ZDS Responsibilities:	All Deliverables
CLB Responsibilities:	All Deliverables

Solution Deployment

To Ensure the CLB fully realizes the benefits of purchasing and utilizing ZDS's products and services, installation and training shall be carefully planned and tracked by experienced Deployment Specialists assigned to the project. Under the direction and guidance of the Deployment Team assigned by ZDS's POC, the CLB will be walked through three major tasks to completion of the project: Pre-Deployment Coordination, Onsite Installation, and Onsite Training.

Pre-deployment coordination is the first focus; where ZDS will work with the CLB to coordinate the successful installation of their products, along with the identified custom interfaces. The pre-deployment effort will consist of ZDS providing a comprehensive IT Assessment, in order to effectively document your site's present status and capabilities to support the purchased software as well as future scalability, installation and implementation of the RescueNet software. Systems Analysis includes evaluation of

CLB's hardware, software, operating systems, and assessment of the current state of your network infrastructure. Network Inventory Assessment consists of taking inventory and preparing a physical network schematic of all known network devices and addresses found on the Local Area Network (LAN). ZDS professionals will map workstations, network printers, servers, hubs, switches, routers, telephony devices, and Wide Area Network (WAN) links associated to the implementation of the purchased products and custom interfaces.

Once pre-deployment is finalized, and the custom interfaces are complete, the ZDS deployment team will provide onsite installation of the RescueNET, modules, and custom interfaces. ZDS will also optimize the system so that it meets the requirements identified by the CLB in the RFP. A custom configuration checklist, based on the requirements, will be reviewed and verified by ZDS while onsite. The CLB will perform an internal test and validation of the requirements to ensure expectations of the installation, configuration, and custom interfaces are met.

After installation, configuration and testing are complete, ZDS will perform onsite training as defined in the proposal as the "Enhanced" Plan Model. An initial visit of 4 days by ZDS, will be used to setup and implement the Administration files. Allowing for 2 weeks for completion of Admin file setup and any additional tasks determined in the first visit. ZDS will return for 5 days of end-user training. End user training will be limited to the capacity of the facility for training.

Deliverables:	Pre-Deployment Coordination
	Information Technology Assessment
	Configuration Checklist / Test Plan
	Onsite Installation
	Onsite Training
ZDS Responsibilities:	All Deliverables
CLB Responsibilities:	Pre-Deployment Coordination
	Server Hardware and Configuration
	Workstation Hardware and Configuration
	Network Configuration
	Acceptance Testing

Custom Development

The City is investigating an option for upgrading the systems that operate with the new ambulance billing system. Therefore, the City of Long Beach must select an ABCS that meets both current and likely future integration requirements.

The City's current ambulance system interfaces on-line with the systems identified below. Replicating these interfaces on a real time or batch bases will be critical to the

success of the new ambulance billing system. The interfaces to other City information systems that require custom solutions that are apart of this SOW, include:

- **General Ledger (FAMIS) Interface** - This GL/FAMIS interface will operate in a batch mode. Ambulance Billing will export a file containing the total payments to a file that will be imported into the General Ledger. The file format needs to be customized to fit the GL format. The CLB will provide the file format/interface requirements to Zoll.

- **Cashiering (iNovah) Interface** - The interface with iNovah Cashiering System will provide a real-time inquiry from iNovah to the Ambulance Billing and Collection System, which will return required account information to iNovah, so the cashier can take payment for that account. The update to the Ambulance Billing and Collection System will occur in a Batch Process that will be run every night. iNovah will create an export file for import into the Ambulance Billing and Collection System. Zoll will need to automate the import of the batch file on an nightly basis. There may be iNovah customization required to create an export file if Ambulance Billing cannot import data in the iNovah file format.

  To separate the old and new system payment entries in iNovah, a different length scan line will be required to associate to the new Ambulance Billing category in iNovah. The City will modify the current scan line length to meet this requirement. That is, when a customer pays the new Ambulance Billing invoice, Cashiering scans the slip with a different length scan line. iNovah automatically pops-up the new Ambulance Billing category screen to process the payment. At the end of each day, a standard iNovah report will present the total amount of the Ambulance Billing payments.

- **Credit Card Payments Export** - This interface will operate in a batch mode. ZDS will create an export file containing accounting data to the Interactive Voice Response (IVR) and Internet (WEB) based payment system service providers in use by the CLB. This solution consists of an export of balance information only. Payments will be posted to RescueNet Billing accounts using standard RescueNet Billing functionality.

- **Collections Agency Export/Import** - This interface operates in a batch mode. Ambulance Billing will create an export file containing delinquent accounts for transfer to the City designated collection agency. The agency will provide the City a file to update payments received from our customers into the Ambulance Billing System and wire funds to match the payment total. The files to and from the collection agency may be customized to fit into the Ambulance Billing file format.

Deliverables:　　　　　Functional Definition Document
(per Interface)　　　　　Test Plan
　　　　　　　　　　　　　Onsite Installation

ZDS Responsibilities:　　All Deliverables

CLB Responsibilities:　　Functional Requirements
　　　　　　　　　　　　　Acceptance Testing

EXHIBIT B

AMBULANCE BILLING AND COLLECTION SYSTEM ZOLL DATA SYSTEMS, INC. - END USER LICENSE AGREEMENT

ZOLL Data Systems, Inc.
End User License Agreement

IMPORTANT-READ CAREFULLY. This License Agreement ("Agreement") is a legal Agreement between City of Long Beach and ZOLL Data Systems, Inc. ("ZDS") for the software product, associated media, printed materials, and "online" or electronic documentation ("Software Product"). By installing, copying, or otherwise using the Software Product, you agree to be bound by the terms of this Agreement. *If you do not agree to the terms of this Agreement, then DO NOT install or use the Software Product.*

SOFTWARE PRODUCT LICENSE

1.   GRANT OF LICENSE. The Software Product is licensed not sold. This Agreement grants to you the following rights:

The license granted hereunder only authorizes Customer on a personal, non-transferable and non-exclusive basis, to use each licensed program on each designated equipment or network (if applicable); provided that, in the instance of a network, the number of concurrent users of each licensed program in the network does not exceed the permitted number of concurrent users for which Customer has paid the applicable licensed program license fees. Under this Agreement, Customer is not authorized to sub-license or make available to any third party, in whole or in part, any licensed program, to use any licensed program on other than the designated equipment or network (if applicable), or to reverse engineer or decompile or disassemble any licensed program. This license may be temporarily transferred to a back-up CPU if the designated equipment is inoperative due to equipment malfunction. Customer will not copy the software except that it may make one copy for archival purposes only. All copies of the software whether in printed or machine readable form and whether on storage media or otherwise, will include all proprietary legends in full in the form contained in the software. A separate license is required for use of each licensed program on equipment other than the designated equipment or network.

2.   UPGRADES. If the Software Product is labeled or otherwise identified by ZDS as an "upgrade", Customer must be properly licensed to use a product identified by ZDS as being eligible for the upgrade in order to use the Software Product. A Software Product, labeled or otherwise identified by ZDS as an upgrade, replaces and/or supplements the product that formed the basis for your eligibility for such upgrade. Customer may use the resulting upgraded product only in accordance with the terms of this Agreement. If the Software Product is an upgrade of a component of a package of software programs that Customer license as a single product, the Software Product may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

3.   COPYRIGHT AND TRADEMARKS. All title, trademarks and copyrights in and pertaining to the Software Product, the accompanying printed materials, and any copies of the Software Product, are owned or licensed by ZDS. The Software Product is protected by copyright and trademark laws and international treaty provisions. Customer may not move, modify or alter any ZDS copyright or trademark notice from any part of the Software product, including but not limited to any such notices contained in the physical and/or electronic media or documentation. In the ZDS boxes, in any of the runtime resources and /or in any web-presence or web-enable notices, code or other embodiments originally contained in or otherwise created by the Software Product.

4.   RESTRICTED RIGHTS LEGEND: If an Order contains a notation that products or services are intended for use under a federal government contract, such products or services shall be subject to the following that the ZDS software (including documentation) is provided with Restricted Rights under DFARS 252.227-7013 (c) (1)(ii) and related sections, if supplied to DoD Government agencies, or under FARS 52.227-19 and under FARS 52.227-14 if supplied to civilian Government agencies. Use, duplication or disclosure by the Government is subject to restrictions as set forth in the Regulations referenced herein. The Contractor/Manufacturer is ZOLL Data Systems, Inc., 12202 Airport Way, Suite 300, Broomfield, CO 80021.

5.   WARRANTY: ZDS warrants that the Software licensed hereunder will perform in substantial conformance to the ZDS product specifications, during the warranty period. The warranty period is ninety (90) days from the date of delivery to the Customer. ZDS's sole obligation with respect to this express warranty shall be, at ZDS's option, to refund the license fee paid by Customer for any defective Software or to replace the Software with Software that substantially conforms to ZDS's applicable product specifications.

6.   NO OTHER WARRANTIES: EXCEPT AS SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OF PRODUCTS OR SERVICES FURNISHED HEREUNDER OR IN CONNECTION HEREWITH. ZDS DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.   LIMITATION OF LIABILITY: THE WARRANTIES AND REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE REMEDIES FOR ZDS'S LIABILITY OF ANY KIND WHETHER IN CONTRACT OR IN TORT, ARISING FROM THE PRODUCT OR SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL ZDS'S OR ITS SUPPLIER'S LIABILITY TO THE CUSTOMER FOR DAMAGES OF ANY NATURE EXCEED THE PURCHASE PRICE OF THE PRODUCT(S) OR SERVICES PROVIDED UNDER THESE TERMS. IN NO EVENT SHALL ZDS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, THIRD PARTY EXCEPT TO THE EXTENT ENTITLED IN THE SECTION ENTITLED "PATENT INDEMNITY", INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE, SOFTWARE OR DATA EVEN IF THAT PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. CUSTOMER IS SOLELY RESPONSIBLE FOR THE PROTECTION AND BACKUP OF ALL DATA AND SOFTWARE USED IN CONJUNCTION WITH THE PRODUCTS.

8.   PATENT INDEMNITY: ZDS will indemnify and hold Customer harmless against any claim or demand by any third party, including reasonable attorney's fees, that any hardware or software provided to Customer hereunder, infringes any copyright, patent, trade secret or other intellectual property right under the laws of the United States. If a claim occurs, or in ZDS's opinion, is

likely to occur, ZDS will, at its option and expense use reasonable efforts to either (1) procure for Customer the right to continue using the hardware or software; or (2) replace or modify the infringing hardware or software so that it becomes noninfringing provided that the hardware or software specifications or performance are not materially and adversely affected by such replacement or modification. If neither of these alternatives, at ZDS's option, is reasonably available, Customer shall return the hardware or software, and ZDS will refund all amounts paid by Customer for any unused portion of any service for such hardware or software and a depreciated amount for the hardware calculated on a six (6) year straight line amortization. Indemnification by ZDS is conditioned upon the following: (a) Customer promptly notifies ZDS in writing of any claim; (b) ZDS has sole control of the defense and all related settlement negotiations; and (c) Customer cooperates in the defense and furnishes ZDS with all related evidence in its control. This indemnification is limited to the hardware and software delivered to the Customer and does not cover third party claims arising from modifications to the hardware and software not authorized by ZDS.

9.   TERMINATION: Either party may terminate this Agreement upon written notice to the other if: (i) a material violation of this Agreement by the other party is not remedied within thirty (30) days after notice of the violation; (ii) the other party admits in writing its inability to pay its debts generally as they become due, or executes an assignment for the benefit of creditors or similar document; or (iii) a receiver, trustee in bankruptcy or similar officer is appointed for the other party's property. Termination for nonappropriation of funds - Government Customers have the right to cancel this contract if the moneys necessary to fund this Agreement are revoked or become unavailable. Termination for default - Customer has the right to cancel this contract if deficiencies in equipment and/or service are reported in writing to ZDS and such deficiencies are not remedied within thirty (30) days. Termination by ZDS - ZDS may terminate this Agreement upon written notice to Customer if : (i)Customer fails to pay when due any amount payable under this Agreement or any other agreement with ZDS, which amount is not the subject of a bona fide dispute between the parties or subject to Termination for nonappropriation of funds; or (ii) a majority interest of the equity or assets of Customer is transferred, or this Agreement is assigned, without the prior written consent of ZDS. Termination shall not exclude other remedies for failure of a party to perform its obligations or the failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

10.   ASSIGNMENT: Neither party shall assign any right except for the right to receive payment or delegate any obligation under this Agreement without the prior written consent of the other party which consent shall not be unreasonably withheld or denied.
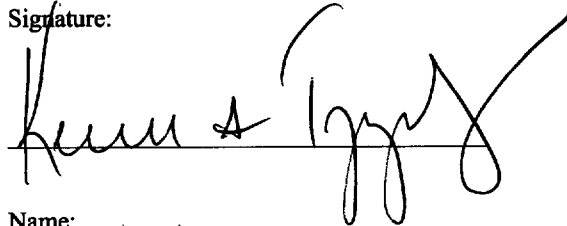
11.   EXPORT: Customer will not knowingly transfer to parties that will subsequently re-export Products to embargoed countries or allow export, directly or indirectly, of any product acquired under this Agreement without first obtaining an export license from the US Department of Commerce or any other agency or department of the United States Government, as required.

12.   CHOICE OF LAW: This Agreement shall be governed by the laws of the State of Colorado.

ZOLL Data Systems, Inc.   City of Long Beach

Signature: Signature:

_____   _____

Name: Name: Patrick H. West
_____Kevin A. Tapply_____   _____

Title: Title:
_____VP. Sales_____   ____City Manager_____

Date: Date:
_____10|9|07_____   ____10/23/07_____
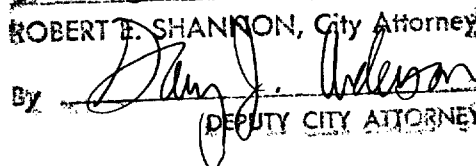
                APPROVED AS TO FORM.
                _____Oct. 11_____, 20 07
                ROBERT E. SHANNON, City Attorney
                By _____
                        (DEPUTY CITY ATTORNEY

Exhibit C

Ambulance Billing and Collection System Custom Interface Development Solutions

ZOLL Data Systems

Zoll Statement of Work – Interfaces
For
City of Long Beach
CSG Project – CSG02170

G/L (FAMIS) Interface

1. Overview of Custom Solutions Group Requirement Process

The purpose of this Statement of Work (SOW) document is to define the deliverables from Zoll Data Systems (ZOLL) to the City of Long Beach (COLB) in a high level overview of the proposed solution including a cost estimate. This SOW will describe a technical solution that must successfully provide batch accounting data to the FAMIS General Ledger system (FAMIS) in use by COLB from the RescueNet Billing System (RescueNet). This SOW will include a description of the milestones and the general timing of such required in the implementation project.

ZOLL will communicate with COLB staff to create a Functional Definition Document to address, in detail, the specific requirements for this project. The purpose of the Functional Definition Document process is to gather and document specific requirements of the proposed solution for use as the basis for development work. The Functional Definition Document will contain details for the requirements and a high level design of the project. Any changes to the scope of the project after the Functional Definition Document has been approved must undergo a change request process and may affect the project delivery schedule and cost.

3. Business Constraints & Dependencies

As of the date on this document there have been no time constraints or dependencies disclosed for project.

4. Solution Overview

The objective of this project is to enable accounting transactions recorded in RescueNet Billing to be shared with the City of Long Beach's accounting system without duplication of data entry.

4.1. Events
    4.1.1. The application is launched, either manually or by a scheduled task program
        4.1.1.1. The application will export the transaction file layout provided by the customer
        4.1.1.2. The application will export transactions that have been posted to RescueNet Billing accounts which have not already been exported
        4.1.1.3. All transactions, including reversals, will be exported in order to preserve the financial integrity of previously reported transaction records.
    4.1.2. The application is launched, and the user chooses to export the yearly transaction summary
        4.1.2.1. The user will be asked for a date range for which posted transactions will be exported
        4.1.2.2. The application will export of the yearly summary file layout provided by the customer
4.2. Protocol

4.2.1. The application will export ASCII text files containing summary and detail records according to the format described in the FAMIS GL Interface specification attached, revised April 2, 2007.

4.3. Data

4.3.1. Data points to be exported are to be defined during the functional specification process, which generally includes:

4.3.1.1. Post date of the transaction

4.3.1.2. The G/L credit and debit account codes for the type of transaction

4.3.1.3. The dollar amount of the transaction

4.3.1.4. An account number (run number) for the account to which the transaction belongs

5. Project Scope

5.1. In Scope

5.1.1. The scope of this project includes only the items listed in the Solution Overview section.

5.2. Out of Scope

5.2.1. All changes to this Statement of Work including, but not limited to, requests for additional functionality and changes to existing functionality that are not specified in the Functional Definition Document are outside the scope of this project and will be evaluated separately.

5.2.2. Delivery of this project does not include installation of any additional hardware or third party software required by City of Long Beach. City of Long Beach is responsible for all network installation, configuration, and troubleshooting. ZOLL Data Systems agrees to provide assistance and support in the installation and troubleshooting of custom software that ZOLL Data Systems has written.

5.2.3. Any data elements that are not mapped in the Functional Definition Document will not be available to import.

ZOLL Data Systems

Zoll Statement of Work – Interfaces
For
City of Long Beach
CSG Project – CSG02172

Outstanding Balance Extract

1. Overview of Custom Solutions Group Requirement Process

The purpose of this Statement of Work (SOW) document is to define the deliverables from Zoll Data Systems (ZOLL) to the City of Long Beach (COLB) in a high level overview of the proposed solution including a cost estimate. This SOW will describe a technical solution that must successfully provide batch accounting data to the Interactive Voice Response- (IVR) and Internet- (WEB) based payment systems service provider in use by COLB from the RescueNet Billing System (RescueNet). This SOW will include a description of the milestones and the general timing of such required in the implementation project.

ZOLL will communicate with IVR/WEB service provider to create a Functional Definition Document to address, in detail, the specific requirements for this project. The purpose of the Functional Definition Document process is to gather and document specific requirements of the proposed solution for use as the basis for development work. The Functional Definition Document will contain details for the requirements and a high level design of the project. Any changes to the scope of the project after the Functional Definition Document has been approved must undergo a change request process and may affect the project delivery schedule and cost.

3. Business Constraints & Dependencies

As of the date on this document there have been no time constraints or dependencies disclosed for project.

4. Solution Overview

The objective of this project is to provide a mechanism to report outstanding balances for accounts stored in RescueNet Billing to a third party so that credit card payments can be processed.

This solution consists of an export of balance information only. Payments will be posted to RescueNet Billing accounts using standard RescueNet Billing functionality.

4.1. Events
    4.1.1. The user launches the interface (What kind of interface: web based, client software, etc?) and requests the file to be exported based on a date range or similar criteria.
4.1.1.1. The interface will generate an export file containing the accounts based on the selected criteria.
4.2. Protocol
    4.2.1. The interface will support an export file based on an industry standardfixed-width ASCII text format.
4.3. Data
    4.3.1. Data points to be exported are to be defined during the functional specification process, which generally includes:
        4.3.1.1. Customer Name

4.3.1.1.1. Last name4.3.1.1.2. Balance due
4.3.1.1.3. Transport date
4.3.1.1.4. Account number
4.3.1.1.5 Payment due date

5. Project Scope

5.1. In Scope
   5.1.1. The scope of this project includes only the items listed in the Solution
   Overview section.
5.2. Out of Scope
   5.2.1. All changes to this Statement of Work including, but not limited to, requests for
   additional functionality and changes to existing functionality that are not
   specified in the Functional Definition Document are outside the scope of this
   project and will be evaluated separately.
   5.2.2. Delivery of this project does not include installation of any additional hardware
   or third party software required by City of Long Beach. City of Long Beach is
   responsible for all network installation, configuration, and troubleshooting.
   ZOLL Data Systems agrees to provide assistance and support in the installation
   and troubleshooting of custom software that ZOLL Data Systems has written.
   5.2.3. Any data elements that are not mapped in the Functional Definition Document
   will not be available to import.

ZOLL Data Systems

Zoll Statement of Work – Interfaces
For
City of Long Beach
CSG Project – CSG02173

Collections Interface

1. Overview of Custom Solutions Group Requirement Process

The purpose of this Statement of Work (SOW) document is to define the deliverables from Zoll Data Systems (ZOLL) to the City of Long Beach (COLB) in a high level overview of the proposed solution including a cost estimate. This SOW will describe a technical solution that must successfully process batch payment data into RescueNet Billing System (RescueNet) from the collection agency in use by COLB. This SOW will include a description of the milestones and the general timing of such required in the implementation project.

ZOLL will communicate directly with the collection agency to create a Functional Definition Document to address, in detail, the specific requirements for this project. The purpose of the Functional Definition Document process is to gather and document specific requirements of the proposed solution for use as the basis for development work. The Functional Definition Document will contain details for the requirements and a high level design of the project. Any changes to the scope of the project after the Functional Definition Document has been approved must undergo a change request process and may affect the project delivery schedule and cost.

3. Business Constraints & Dependencies

As of the date on this document there have been no time constraints or dependencies disclosed for project.

4. Solution Overview

The objective of this project is to eliminate duplicate data entry by posting payments collected by a collections agency to their respective accounts in RescueNet Billing.
4.1. Events
    4.1.1. The user launches the interface. (What kind of interface: web based, client software, etc?)
        4.1.1.1. The interface will request the location of the file to be imported.
    4.1.2. The user will select the file to be processed.
        4.1.2.1. The interface will verify the validity of the reported transactions.
        4.1.2.2. The interface will import the file contents into a credit batch for use with the RescueNet Billing Batch Credits module.
    4.1.3. The user will use the RescueNet Billing Batch Credits module to review and post the payments reported by the collection agency.
4.2. Protocol
    4.2.1. The interface will support an import file based on fixed-width ASCII text format.
4.3. Data
    4.3.1. Data points to be imported are to be defined during the functional specification process.

4.3.2. The following are the minimum data requirements that must be present in the import file:
    4.3.2.1. Account Number (Run Number within RescueNet Billing)
    4.3.2.2. Date of Transaction
    4.3.2.3. Transaction Amount
4.3.3. Optional data elements
    4.3.3.1. Transaction type (Credit Type in RescueNet Billing)
    4.3.3.2. Reference or receipt number for the transaction

5. Project Scope

5.1. In Scope
    5.1.1. The scope of this project includes only the items listed in the Solution Overview section.
5.2. Out of Scope
    5.2.1. All changes to this Statement of Work including, but not limited to, requests for additional functionality and changes to existing functionality that are not specified in the Functional Definition Document are outside the scope of this project and will be evaluated separately.
    5.2.2. Delivery of this project does not include installation of any additional hardware or third party software required by City of Long Beach. City of Long Beach is responsible for all network installation, configuration, and troubleshooting. ZOLL Data Systems agrees to provide assistance and support in the installation and troubleshooting of custom software that ZOLL Data Systems has written.
    5.2.3. Any data elements that are not mapped in the Functional Definition Document will not be available to import.

ZOLL Data Systems

Zoll Statement of Work – Interfaces
For
City of Long Beach
CSG Project – CSG02171

iNovah Interface

1. Overview of Custom Solutions Group Requirement Process

The purpose of this Statement of Work (SOW) document is to define the deliverables from Zoll Data Systems (ZOLL) to the City of Long Beach (COLB) in a high level overview of the proposed solution including a cost estimate. This SOW will describe a technical solution that must successfully interface the ZOLL RescueNet Billing System (RescueNet) with the Systems Innovators (SI) iNovah cashiering software (iNovah) in use by COLB. This SOW will include a description of the milestones and the general timing of such required in the implementation project.

ZOLL will communicate directly with SI to create a Functional Definition Document to address, in detail, the specific requirements for this project. The purpose of the Functional Definition Document process is to gather and document specific requirements of the proposed solution for use as the basis for development work. The Functional Definition Document will contain details for the requirements and a high level design of the project. Any changes to the scope of the project after the Functional Definition Document has been approved must undergo a change request process and may affect the project delivery schedule and cost.

3. Business Constraints & Dependencies

As of the date on this document there have been no time constraints or dependencies disclosed for project.

4. Solution Overview

The objective of this project is to enable the City of Long Beach to continue using a single system for the
collection/cashiering of payments.
Balance Export Process
4.1. Events
    4.1.1. The cashiering system requests an account balance from RescueNet Billing via a web service call.
        4.1.1.1. The iNovah interface will respond with a message or XML document containing relevant outstanding balance information for the account in question.
4.1.2 The cashiering system provides a file for batch uploading payment information into RescuNet using standard Batch Credits posting functionality.4.2. Protocol
    4.2.1. The iNovah interface will exchange data via web services and XML documents.
    4.2.2. The iNovah interface will be hosted on the RescueNet Billing interface server.
    4.2.3. The iNovah interface will be the server
    4.2.4. iNovah system will be the client
4.3. Data

4.3.1. Data points to be exported are to be defined during the functional specification process, which generally includes:

    4.3.1.1. Customer Name

        4.3.1.1.1. Last name

        4.3.1.1.2. First name

        4.3.1.1.3. Middle Initial

    4.3.1.2. Account Number

    4.3.1.3. Pick up and drop off information for trips with outstanding balances

    4.3.1.4. Current outstanding balance for each trip

    4.3.1.5. Total balance due from the customer

5. Project Scope

5.1. In Scope

    5.1.1. The scope of this project includes only the items listed in the Solution Overview section.

5.2. Out of Scope

    5.2.1. All changes to this Statement of Work including, but not limited to, requests for additional functionality and changes to existing functionality that are not specified in the Functional Definition Document are outside the scope of this project and will be evaluated separately.

    5.2.2. Delivery of this project does not include installation of any additional hardware or third party software required by City of Long Beach. City of Long Beach is responsible for all networks installation, configuration, and troubleshooting. ZOLL Data Systems agrees to provide assistance and support in the installation and troubleshooting of custom software that ZOLL Data Systems has written.

    5.2.3. Any data elements that are not mapped in the Functional Definition Document will not be available to import or export.

5.3. Assumptions

    5.3.1. Payments recorded by the cashiering system will be posted to RescueNet Billing using standard Batch Credits posting functionality.

EXHIBIT D
AMBULANCE BILLING AND COLLECTION SYSTEM –
PAYMENT TERMS, SCHEDULE, BREAKDOWN.

The City will pay to Zoll an amount equal to 33% of the TOTAL SOFTWARE & IMPLEMENTATION (EXCLUDING MAINT and Other Direct Costs or ODC) not-to-exceed amount indicated below in the payment schedule, with a Net 30 term from invoicing on the effective date of the contract.

The CITY shall pay a second payment equal to 33% of the not-to-exceed fees upon ZOLL completing a successful installation of the Software and the CSG interfaces on the CITY's designated server, and acceptance from the City. The invoice shall have a Net 30 term.

City will pay the remaining not-to-exceed balance upon completion of acceptance testing and approval by the CITY, with a Net 30 term. Any amounts not paid when due may result in the forfeiture of any discounts offered on the Effective Date.

The City has elected to procure Maintenance Services from Zoll. 60 days following Deployment date, Zoll will invoice, with a Net 30 payment term, the City for 1 quarter of the Maintenance Services to commence on the date of expiration of the Software Warranty Period (as defined under the contract terms, Section 9E). Zoll will invoice the City on quarterly basis thereafter for all further Maintenance Fees unless the City notifies Zoll within 30 days of the end of the then-current Maintenance Services period. All invoices will be with a Net 30 payment term. Zoll will have no obligation to provide Maintenance Services to City if any invoice issued are past due based on the Net 30 term. If the City elects to discontinue Maintenance Services at any time, to reinstate Maintenance Services and receive the applicable updates and new releases, City must pay the Maintenance Fees for all time periods missed. All Maintenance Fees are non-refundable.

PAYMENT BREAKDOWN

Zoll Item #	Description	Quantity	Unit Price		Ext. Price	
SAP	RescueNet Billing Professional User Lincese	7	$	6,708.00	$	46,956.00
SEC	Security Module	1	$	3,870.00	$	3,870.00
RPP	Professional Reports/Crystal Interface	1	$	5,375.00	$	5,375.00
CSPIMGA	Image Viewer	1	$	3,000.00	$	3,000.00
ECM	Clearinghouse Electronic Claims Module	1	$	-	$	-

Subtotal Software Purchase: $ 59,201.00

Zoll Item #	Description	Quantity			Ext. Price	
CSG02171	Custom Interface - General Ledger (GL) Famis	1			$	21,600.00
CSG02172	Custom Interface - Credit Card Payments Export	1			$	8,640.00
CSG02173	Custom Interface - Cashiering (iNovah) Interface	1			$	8,640.00
CSG02174	Custom Interface - Collections Agency Import/Export	1			$	8,640.00
RNB	RescueNet Billing Deployment and Training	1			$	9,900.00
	Other Direct Costs (ODC) Travel Expenses				$	3,500.00

Subtotal Professional Services: $ 60,920.00

Subtotal: $ 120,121.00
Tax (8.25% on Software Purchases Only): $ 4,884.08

TOTAL (Software and Professional Sevices): $ 125,005.08

MAINTENANCE FEES (20% of Software and Custom Interfaces): $ 21,344.20