

FIRST AMENDMENT TO AIR AMBULANCE AGREEMENT

THIS FIRST AMENDMENT to Air Ambulance Agreement is entered this 19th day of December, 2007, by and between the Monroe County Board of County Commissioners (County), the Monroe County Sheriff's Office (Sheriff), and Global Sky Aircharter Corporation (Global).

WHEREAS, the parties entered into an agreement on July 19, 2006, to provide a cooperative arrangement for use of County and Sheriff personnel and Global license for a rapid air transport operation; and

WHEREAS, the County's pre-contracted agent for ground ambulance assumed the billing for the operation without any amendment to the contract between that corporation and the County; and

WHEREAS, a low collection rate of about 13% caused the Sheriff's staff and the flight nurses to conduct searches on old accounts to locate patients and/or insurance providers for same; and

WHEREAS, members of the County and Sheriff staffs have ascertained that through relatively easy searches, the billing company could have obtained patient and insurance billing information which was obtained only after the Sheriff personnel and the flight nurses did follow-up searches for additional information through the internet; and

WHEREAS, the interlocal agreement dated July 19, 2006, defined the "Contractor" as the Sheriff and Global; and

WHEREAS, an improved collection percentage of Air Ambulance billing is in the best interests of the residents of and visitors to the County; now therefore

IN CONSIDERATION of the promises and covenants herein, the Parties agree as follows:

1. Section 2.1 shall be amended by adding the following paragraph:

As soon as possible after the approval of this first amendment, Sheriff shall utilize the Sheriff's procurement procedures to search for and secure the services of an independent billing company and third party collection service (Sub-Contractors) to conduct the billing for air ambulance only and collection efforts for Part 135 Receivables. For this purpose, Sheriff and a mechanism with the billing agency for air ambulance payments to be submitted to the County in a manner that distinguishes those payments as air ambulance payments. Upon receipt of documents for pending Part 135 receivables from the County's current ground ambulance billing contractor, Sheriff shall be responsible for the transfer of such information to the Sub-contractor(s). All proceeds collected shall be delivered to and deposited as directed by the County Clerk.

2. Section 3.2 shall be amended to read:

County will cooperate with Contractor to the greatest degree possible, including entering into such HIPAA Business Partnership Agreements as may be necessary to exchange information between Fire Rescue staff and the Contractor and/or Sub-contractor.

3. Section 3.4 of the Agreement dated July 19, 2006, shall be amended by adding:

County shall, provide administrative support through the flight nurses and paramedics to provide to Sheriff or its Sub-contractor(s) as much demographic and billing-related information as they can obtain from patient, family, hospital, or other sources.

4. Section 3.6 of the Agreement dated July 19, 2006, shall be amended by adding the following sentence:

County shall continue to provide billing support of the Fire Rescue administrative staff for Part 135 Receivables until the Sheriff's billing agreement with Sub-contractor is implemented.

5. ARTICLE 18 – Review of Results, shall be added to the Agreement dated July 19, 2006, to read as follows:

After the Sheriff's agreement with Subcontractor has been in place nine months, staff of the Sheriff and County shall meet and review the results for purposes of strategizing as to the most effective manner in which to continue the billing and collections for Part 135 Receivables.

6. All other provisions of the Agreement dated July 19, 2006, not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the date first above written.

(SEAL)

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

ATTEST: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

By: _____
Mayor/Chairperson

MONROE COUNTY SHERIFF'S OFFICE

By: _____
Richard D. Roth, Sheriff

GLOBAL SKY AIRCHARTER CORPORATION

By: _____
Richard D. Roth, President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Suzanne A. Hutton
SUZANNE A. HUTTON
COUNTY ATTORNEY
Date 12/18/07