

RESOLUTION 2007 - 101

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, DIRECTING THE COUNTY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH ZIRMED FOR THE PURPOSE OF ACTING AS AN ELECTRONIC CLEARINGHOUSE FOR EMS BILLING

WHEREAS, the County charges a user fee for ambulance transports and bills insurance companies including Medicare and Medicaid and hundreds of private insurance companies; and

WHEREAS, the EMS billing office can improve efficiencies and shorten the time that the County has to wait for payment from insurance companies by submitting claims electronically through ZirMed, rather than by the current paper system; and

WHEREAS, a copy of the proposed Contract between the County and ZirMed is attached, and incorporated to this Resolution as an Exhibit; and

WHEREAS, St. Johns County wishes to continue to improve processes and collect fees that are due in the most efficient manner; and

WHEREAS, the County has determined that the proposed Contract between the County and ZirMed achieves the above-described County goals, and serves the overall interests of the County.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that:

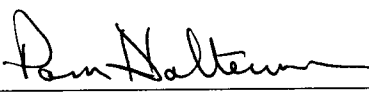
1. The above Recitals are hereby adopted as legislative findings of fact.
2. The Board of County Commissioners hereby approves the terms, conditions, provisions and requirements of a Contract between St. Johns County, Florida, and ZirMed, for the purpose of ZirMed acting as an electronic clearinghouse for EMS billing, and authorizing the County Administrator to execute the Contract on behalf of the County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 17th day of April, 2007.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: 
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 4/20/07



Subscriber Agreement

This Subscriber Agreement ("Agreement") is made and entered into between ZirMed, Inc., a Delaware corporation, with its principal place of business at 626 West Main Street, 6th Floor, Louisville, Kentucky 40202 ("ZirMed"), and Provider/Organization ("Customer"), identified more particularly below. This Agreement governs the access and use of the products and services provided by ZirMed directly or made available to you through the ZirMed website by third parties with whom we contract.

Section I – Customer Address and Contact Information

Customer Information	Billing Information
FederalTaxIdentificationNumber: 59-6000825 SocialSecurityNumber: - -	<input checked="" type="checkbox"/> Same as Customer Address and Contact Information
Customer Name: St. Johns County Fire Rescue Customer Type(s): Ambulance Provider Specialty: n/a Number of Providers 1	Name:
Primary Contact: Steve Canfield	Contact:
Address: 3149 Ponce De Leon Blvd Suite 9	Address:
City: St. Augustine	City:
State: FL Zip: 32084	State: Zip:
Telephone: 904-209-1706 Fax: 904-209-1734 e-mail: scanfield@co.st-johns.fl.us web site:	Telephone: - - Fax: - - e-mail: web site:

Section II – Solutions

Solution	Monthly Fee		Transaction Fee		Implementation and Training Fees
			Included Transactions	Per Additional Transaction	
Claim Management System	\$99.00		500	\$0.25	\$395.00
Paper Claims (optional)	-		-	\$0.45	-
Eligibility Verification	\$100		500	\$0.25	\$199.00
Scheduler (Batch Eligibility)	-		-	-	\$N/A
Electronic Remittance Advice	\$25.00		500	\$0.05	\$199.00
Desktop Remittance	SEE END USER LICENSE AGREEMENT				
Electronic Patient Statements	-		- 0 -	\$ for first page \$ each additional page	\$N/A
Z Pay SM Virtual Terminal	\$ per location	\$N/A	-	-	\$N/A Hardware
CPT-4 [®] and ICD-9 Search	\$ per user	\$N/A	-	-	-

Note: The above fee schedule will be honored until . Unless this Agreement is accepted and upon expiration, ZirMed reserves the right to modify the pricing and payment terms enumerated.

Section III – Terms and Conditions

- Access and Use of ZirMed Products and Services.** Customer's access and use of ZirMed products and services ("Services") are subject to the terms and conditions of this Agreement and the pricing applicable to the account, including any revisions, supplements or addendum mutually agreed to by the parties. Access is restricted to your internal use and benefit and any other access is prohibited. ZirMed only grants access to our website to persons, organizations and facilities that have contracted with us and that are in good standing pursuant to that contact. Customer is responsible to ensure that entities affiliated with it that have access to our products (consistent with the terms of the Agreement) will abide by the terms of this Agreement, and is responsible for any of their acts and omissions, including but not limited to any damages caused by them.
- Authorization and Use.** ZirMed grants to Customer a limited, nonexclusive and nontransferable license to use certain proprietary software Services. Except as otherwise set forth herein, Customer may access and use the Services for Customer's internal business use and for no other purpose. Access to Services requires minimum acceptable equipment and telecommunications capability. Services provided by ZirMed do not include equipment, peripherals, devices or connectivity between Customer and ZirMed for the transmission or receipt of Services by Customer. Customer is responsible at its expense to procure and obtain such necessary equipment and supplemental service, including, but not limited to, modems or other Internet access devices and appropriate telecommunications service. Specification for minimum acceptable equipment and approved hardware interface devices required for access to Services may be obtained from ZirMed upon request.
- Customer Duties and Obligations.** Customer agrees to use the Services provided by ZirMed hereunder only in accordance with this Agreement and applicable laws, regulations, and rulings, now or hereafter imposed. Customer shall use said Services in accordance with the conditions of use which may be established or specified by ZirMed from time to time and as may be set forth in any manuals, materials, documents or instructions furnished by ZirMed to Customer (electronically or otherwise). ZirMed reserves the right to take all actions, including termination of Services pursuant to this Agreement, which it believes to be necessary to comply with applicable laws, regulations, rulings and ZirMed specifications as described herein. Customer and its users may not use or access the Services in any way which, in ZirMed's reasonable judgment, adversely affects the performance or function of the Services or interferes with the ability of other authorized parties to access the Services. ZirMed may suspend Customer and its users' access to and/or use of the Services, without credit, at any time if, in ZirMed's sole discretion, the performance, integrity or security of the Services is in danger of being compromised as a result of such access. Customer will retain all original and source documents according to federal and state laws and regulations, and shall provide all supporting documents to ZirMed as requested. Customer agrees that ZirMed has the right to audit and confirm information submitted, and Customer assumes all liability regarding said information. Customer agrees to consider and treat all information received through the Services as confidential. Customer is responsible for (a) identifying individuals or organizations that Customer wishes to have access to and are qualified to access ZirMed Services, including but not limited to dedication of individuals for the implementation and training process; (b) where necessary, convert its own data files to print image files for use with ZirMed interfaces; (c) when necessary, creating and sending required test data that would include all payers and specialties; (d) provide

necessary information, complete and return to ZirMed all forms reasonably required by ZirMed or Payers in a timely manner; (e) providing authorized signatures to ZirMed and to the payers as provided by applicable law.

Further, Customer is responsible for identifying, designating and updating both the Executive Authority and Domain Administrator for ZirMed Services. A description of these designations is more fully defined in Section 22 of this Agreement. ZirMed will assign each entity or individual that you identify as a user of our Services, through you, a password and you agree, for yourself and all such affiliated entities, not to reveal said password to any third party without our written consent. Customer agrees to notify ZirMed immediately and in writing of any known or suspected unauthorized use of ZirMed Services or suspected breach of security (including loss, theft, unauthorized password disclosure, etc.). Customer acknowledges that ZirMed may find it necessary to disable access to our website and any Service at any time if we have reason to believe that Customer or an affiliate has violated this Agreement or presents a security risk.

4. **ZirMed Duties and Obligations.** We agree to supply and support the Services subscribed to by Customer in conformity with the terms of this Agreement. We shall provide you with information materials regarding initiation and use of our Internet-based Services and network. We will provide all reasonably required start-up and maintenance services to you and entities affiliated with you in initiating use of the connections with our Services. Our Services include online education and testing, system implementation and mapping, as well as, trouble shooting services. ZirMed will assign a password to each individual that you identify to us as a user of Services. Customer agrees to create policies and procedures and to enforce security measures to reduce the risk of unauthorized access to our Services.

5. **Confidential and Proprietary Information.** To the extent permitted by law, all proprietary information disclosed by either Party to the other in connection with this negotiating and entering into this Agreement shall be deemed confidential by both Parties and protected from disclosure to others using reasonable security measures. Customer acknowledged and agrees that the Services disclosed or otherwise made available by ZirMed under this Agreement are proprietary and/or confidential to ZirMed and owned exclusively by ZirMed, and that such information shall not be disclosed by Customer or used for any purpose not expressly permitted herein, except as required by law or with the prior written consent of ZirMed. Such information includes, but is not limited to, user documentation provided to Customer hereunder, the terms and conditions of this Agreement and the pricing for Services. Additionally, ZirMed's name, trademarks, trade names and logos are proprietary to ZirMed and may not be used without ZirMed's prior written consent. Unauthorized transmission or release of such information may cause material adverse consequences to the injured Party. Therefore, both Parties agree to immediately remedy any breach of this Section. To the extent that actual damage has occurred, and to the extent permitted by law, the offending Party will pay those reasonable costs/penalties directly associated with said unauthorized release of confidential information. To the extent permitted by law, services or information provided pursuant to this Agreement may not be copied, reproduced, modified, reverse engineered, translated, decompiled, disassembled, emulated, sublicensed, rented, leased, conveyed, assigned or used in any way other than as specifically authorized in this Agreement except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation.

Proprietary information shall not include information that (a) was known to either Party prior to the disclosure by the other, (b) is or becomes generally available to the public other than by breach of this Agreement, (c) otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either Party or (d) is independently developed by a Party.

6. **HIPAA.** If Customer is a covered entity as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, and any regulations issued thereunder ("HIPAA"), then solely with respect to any protected health information (as defined in HIPAA) received from Customer under this Agreement, ZirMed shall as required by HIPAA or other applicable law (a) not use or disclose protected health information other than as permitted or required by this Agreement, any subsequent Business Associate Agreement, or by law, (b) use appropriate safeguards to prevent prohibited use or disclosure of such information, (c) report to Customer any unauthorized use or disclosure of such protected health information of which ZirMed becomes aware, (d) ensure that any agents to whom ZirMed provides protected health information agree to the same restrictions and conditions that apply to ZirMed with respect to such protected health information, (e) make available, amend, or provide an accounting of disclosures of protected health information, to individuals or the Secretary of the United States Department of Health and Human Services; and (f) make ZirMed's internal practices, books and records relating to such disclosures available to the Secretary. Upon termination of this Agreement, ZirMed shall limit further uses of Customer's protected health information.

ZirMed shall be entitled to use and disclose information received from Customer or Customers' clients for the purpose of providing the Services, for the proper management and administration of ZirMed's business, or pursuant to a valid order issued by a duly authorized court or government authority. Customer authorizes ZirMed to release or use de-identified data regarding Customer or Customers' clients derived from the use of Services under this Agreement, for consideration or otherwise. A copy of ZirMed's Business Associate agreement may be found at www.zirmed.com/public/hipaa/businessassociate.aspx.

7. **Privacy and Security.** ZirMed maintains physical, electronic and procedural safeguards that are designed to meet or exceed industry standards in the healthcare claims processing and financial services industries to assure security of and guard the information you entrust to us. Our privacy and security standards ("Standards") are designed and monitored in compliance with both HIPAA and The Gramm-Leach-Bliley Act of 1998, regulating the privacy and security of financial services information. Privacy and security safeguards are designed to protect against physical and personnel security threats as well as mechanical failures, disasters and sabotage.

ZirMed protects customer accounts by placing information in a secure area within our web portal, requiring the use of unique user IDs and password access to account information, allowing and enforcing user level access restrictions, using firewalls and other security technology to protect our network and systems from external attack, enabling our servers with Secure Sockets Layer (SSL) technology to prevent unauthorized parties from viewing the nonpublic personal information that you provide or access during a secure session (look for the padlock icon on your browser). Customer must use a browser that supports encryption technology in order to access our Services. ZirMed limits the information it requires to that necessary or relevant to our business. Further, ZirMed employees (e.g. customer service, technical service and compliance personnel) have access to your nonpublic information only on a limited, "need-to-know" basis. We conduct regular internal audits of our business practices and procedures, examining confidentiality standards and information access to maintain best practices.

Customer acknowledges that account codes and passwords are critical elements to maintaining privacy and security and that Customer agrees to keep confidential and not to disclose to any third parties account codes or passwords issued to Customer by ZirMed. Accordingly, Customer assumes full responsibility for selection and use of codes or passwords as may be permitted or required by the particular Service involved. Customer shall be responsible to ensure that each user granted an account code and/or password: (a) is fully aware of all of the obligations under this Agreement and acts in accordance with them; and (b) maintains the secrecy and security of account codes and passwords, and does not disclose them to any other Party or allow any other party to use them to access Services. Customer shall be responsible for any use or access to the Services by any person or entity accessing it through the use of a Customer account code and password, whether such access was authorized or not. The use of the account code and password assigned to any user shall be deemed to constitute the acts of such person, and ZirMed shall be entitled to rely upon the data input without any obligation to identify or otherwise verify any person who gains access to the Services by means of such account code or password. Customer acknowledges that transmission of confidential information outside of our secure website may not be secure. Email, instant messaging or other forms of communication, should not contain confidential or personal information as these forms of communication cannot be assuredly secure and private.

8. **Pricing and Payment.** All charges for the use of Services ("Charges") shall be billed to Customer monthly. Charges include both monthly fees and transaction or usage fees as set forth above. Transaction or usage fees shall be based on the amount of usage recorded by ZirMed's computer system, and the pricing in effect at the time of Customer's use of such Services as documented herein.

The prices for Services provided hereunder do not include sales, use, excise, value added, utility or similar taxes which may be applicable in the U.S. or at any other location. Consequently, in addition to the specified prices, the amount of any such present or further tax applicable to the provision of Services hereunder by ZirMed shall be paid by Customer, or Customer shall reimburse ZirMed for such taxes upon its receipt of billing therefrom from ZirMed, or in lieu thereof, Customer shall provide ZirMed with a tax-exemption certificate acceptable to the taxing authorities. In addition, Customer acknowledges that ZirMed has no control over certain government-imposed fees and tariffs (e.g. postal increases or interchange fees) or if any change in the rules, regulations or operating procedures of any service supplier or any federal, state or local governmental agency or regulatory authority results in such cost increase. Any such increase shall become effective for customer on the same day as the increase becomes effective as to ZirMed, or is otherwise incurred by ZirMed.

All payments should be sent to ZirMed via US Mail or as otherwise agreed, to the address set forth on the invoice. Invoices are due upon receipt. You may choose to have ZirMed make monthly deductions of the invoiced amount from your checking account. In order to accomplish automatic withdrawal, you must provide us with a voided check, which will include information needed to set up the automatic monthly draw. Failure to make timely payments may result in disruption of Service or deactivation of Customer's account. ZirMed reserves the right to charge Customer a \$50.00 reactivation fee for frequent late payments resulting in disruption or deactivation in Service. Late payments (after 30 days) will be subject to a late fee equal to one and one-half (1.5%) per month or at the maximum interest rate allowable under applicable law, whichever is lower, of the overdue amount, except amounts disputed by Customer in writing in good faith within ten (10) days following receipt of the invoice. If any undisputed amount of any invoice remains unpaid, ZirMed may (without terminating this Agreement and reserving cumulatively all other remedies and rights under this Agreement and at law) suspend further Services and licenses to access the Services under this Agreement without further notice to Customer.

9. **Custom Development and Consulting:** ZirMed will provide custom development and consulting services (Special Services) on an "as requested" or "as required" basis to Customers. Any and all Special Services will be clearly communicated to Customer and approved in writing by both parties prior to undertaking. Fees for Special Services provided to Customer shall be billed to Customer upon the delivery thereof or as scheduled and mutually agreed upon at ZirMed's then current rates (with the development or consulting being billable in fifteen (15) minute increments). Other fees payable by Customer shall include the reasonable costs of travel and related expenses to and from Customer site as required by such Special Services.

10. **Term and Termination.** The initial term of this Agreement shall be two (2) years, unless terminated, amended or modified sooner, and shall automatically renew thereafter annually for additional one (1) year terms, unless notice of termination is provided by the terminating Party, under terms set forth below. This Agreement may be modified in writing as evidenced by an addendum signed by both parties. Termination of this Agreement shall not terminate Customer's obligation to pay ZirMed for all Services performed under the Agreement prior to discontinuance of performance by ZirMed due to termination. Either Party may terminate this Agreement if the other Party fails to perform or to comply with a material term or condition of this Agreement and if such failure is not cured within forty-five (45) days after notice to the other Party specifying such failure and the Party's intention to terminate. In addition, ZirMed may suspend or terminate this Agreement (a) if Customer breaches Section 8, or (b) if Customer fails to comply with any obligation under Section 3.

In the event that Customer becomes insolvent, is adjudicated bankrupt, files a voluntary petition in bankruptcy, has a receiver appointed for it, makes an assignment for the benefit of creditors, is subject to filing of an involuntary petition in bankruptcy which is not discharged within thirty (30) days after filing, or takes any action or is subject to any action equivalent to any of the foregoing then, to the extent permitted by law, ZirMed shall have the right, at its option at any time thereafter, to terminate this Agreement and its obligations hereunder by giving Customer written notice thereof.

In the event that Customer terminates this Agreement for reasons other than those set forth in this Section 10 of this Agreement, Customer shall pay to ZirMed, as liquidated damages, a fee equal to fifty percent (50%) of the monthly fee and estimated transaction fees for one year or the remaining term of the Agreement, as extended, whichever is lower. Such payment shall be in addition and not in lieu of any other remedy of ZirMed under this Agreement.

11. **Assignment.** All terms and conditions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns, including without limitation, any successor to either Party resulting by reason of corporate merger, consolidation or reorganization or incorporation of a partnership. Notwithstanding the foregoing, any assignment of this Agreement by Customer shall be void without the prior written consent of ZirMed. ZirMed shall have the right to assign this Agreement to a parent, affiliate, subsidiary, or successor in interest. The obligations of ZirMed under this Agreement may be provided or fulfilled by any subcontractor of ZirMed so long as ZirMed retains full responsibility for such obligations.

12. **Warranties and Exclusive Remedies.** ZirMed makes no warranty or representation concerning the adequacy, completeness, usefulness, or sufficiency of any Services or information or results thereof provided hereunder except that the Services will perform substantially as described in ZirMed documentation. ZirMed does not warrant that the functions contained in the Services and the applications thereof will meet Customer's requirements or that the Services will operate without interruption or be error free. The Services and any information provided hereunder and the results thereof are provided on an AS IS, AS AVAILABLE basis without any warranty of any type except that ZirMed will use reasonable efforts to correct any errors which are due solely to malfunction of ZirMed's computers, operating systems or programs, or errors by ZirMed's employees or agents. Correction shall be limited to rerunning of the job or jobs and/or recreating of data or program files. ZirMed shall not be responsible in any manner for (i) errors or failures of proprietary systems or programs other than those of ZirMed; (ii) errors or failures of Customer's software or operational systems; (iii) Customer's use of the ZirMed Services on a computer system that does not conform to ZirMed's specifications; (iv) computer viruses imported into the Services from or through Customer's internal computer systems; (v) misuse of or damage to the ZirMed software; or (vi) Customer's failure to report to ZirMed the existence and nature of any non-conformity or defect of the ZirMed Services promptly upon discovery thereof. THE WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE, AND THERE ARE NO OTHER WARRANTIES OF ANY TYPE WITH RESPECT TO THE PRODUCTS AND SERVICES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR USE FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Should there be any failure in performance by ZirMed or errors or omissions by ZirMed with respect to the information being transmitted (because of negligence or otherwise), ZirMed's sole liability, and Customer's exclusive remedy, shall be limited to ZirMed's use of commercially reasonable efforts to correct such failure in performance or errors or omissions.

13. **Exclusions and Limitations of Liability.** IN NO EVENT SHALL ZIRMED BE LIABLE TO CUSTOMER OR ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION CUSTOMER'S CLIENTS) FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR LOST PROFITS, ARISING FROM THE PROVISION OF OR FAILURE TO PROVIDE SERVICES HEREUNDER, EVEN IF ZIRMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT ZIRMED WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY. DUE TO THE NATURE OF THE SERVICES BEING PERFORMED BY ZIRMED, IT IS AGREED THAT IN NO EVENT WILL ZIRMED BE LIABLE FOR ANY CLAIM, LOSS, LIABILITY, CORRECTION, COST, DAMAGE, OR EXPENSE CAUSED BY ZIRMED'S

PERFORMANCE OR FAILURE TO PERFORM HEREUNDER WHICH IS NOT REPORTED BY CUSTOMER WITHIN THIRTY (30) DAYS OF SUCH FAILURE TO PERFORM.

CUSTOMER ACKNOWLEDGES THAT, IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, INFORMATION SHALL BE TRANSMITTED OVER LOCAL EXCHANGE, INTEREXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES AND OTHER DEVICES OWNED, MAINTAINED AND SERVICED BY THIRD PARTY LOCAL EXCHANGE AND LONG DISTANCE CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS, AND OTHERS, ALL OF WHICH ARE BEYOND THE CONTROL AND JURISDICTION OF ZIRMED. ACCORDINGLY, ZIRMED ASSUMES NO LIABILITY FOR OR RELATION TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT.

ZIRMED SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ACTIONS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DISPUTES CONCERNING PAYMENT OF CLAIMS, ELIGIBILITY STATUS OF A PATIENT, PRE-AUTHORIZATION, PRE-CERTIFICATION, OR OTHER PAYER-SUBMITTED INFORMATION. INFORMATION SUBMITTED BY A PAYER THROUGH ZIRMED IS NO GUARANTEE OF PAYMENT AND DOES NOT CONSTITUTE A PROMISE TO PAY; ELIGIBILITY INFORMATION IS SUBJECT TO CHANGE, AND WAITING PERIODS MAY APPLY.

THE LIABILITY OF ZIRMED FOR ANY AND ALL CAUSES, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHERWISE ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED HEREIN, INCLUDING BY WAY OF INDEMNIFICATION, SHALL, IN THE AGGREGATE, NOT EXCEED ONE (1) MONTH'S AVERAGE BILLING TO CUSTOMER FOR PRODUCTS AND SERVICES HEREUNDER TAKEN OVER THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OR INJURY ALLEGED TO HAVE OCCURRED, OR, IF THIS AGREEMENT HAS NOT BEEN IN EFFECT FOR TWELVE (12) MONTHS PRECEDING SUCH DATE, THEN OVER SUCH FEWER NUMBER OF PRECEDING MONTHS THAT THIS AGREEMENT HAS BEEN IN EFFECT.

14. Force Majeure. ZirMed shall not be liable to Customer by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the reasonable control and without the fault or negligence of ZirMed or its subcontractors. Such causes may include, but are not limited to, unavailability of communications facilities, acts of God, acts of the public enemy, Customer's actions or failure to act, acts of civil or military authority, governmental priorities, fires, floods, strikes, unavailability of labor, materials, or energy sources, delay in transportation, riots or war.

15. Record Retention. If required by regulations now or hereafter issued by the Centers for Medicare & Medicaid Services (formerly known as the Health Care Financing Administration) pursuant to Section 952 of the Omnibus Reconciliation Act of 1980 (Section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. § 1395 (x)(v)(1)(I)], 42 C.F.R. §§420.300-420.304), as amended, and the regulations promulgated thereunder, the books and records of ZirMed necessary to certify the nature and extent of costs associated with ZirMed's performance of services under this contract shall be maintained and preserved by ZirMed for such period of time as provided by law so as to be available for and subject to inspection and review by appropriate agencies of the United States. In addition, if and to the extent that ZirMed uses the services of a related organization to provide services hereunder, ZirMed will require such related organization to maintain, preserve and make available its books and records to the same extent that ZirMed is so required. In the event that this Agreement is not subject to the provisions of Section 952 or regulations promulgated hereunder, this section of the Agreement shall be null and void. The provisions of this Section shall survive the expiration or termination of this Agreement. It is specifically understood, that to the extent required by State of Florida law, both ZirMed and the Customer will abide by, and comply with, any applicable laws associated with the retention of records, documents, and/or data.

16. Independent Contractors. ZirMed and Customer are independent contractors and nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between ZirMed and Customer.

17. Governing Law. This Agreement shall be governed by the laws of the State of Florida. . The parties agree that the Uniform Computer Transactions Act or any version thereof, adopted by any state other than Florida, in any form ("UCITA"), shall not apply to this Agreement. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

CUSTOMER UNDERSTANDS THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF CUSTOMER'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN CUSTOMER AND ZIRMED.

18. Entire Agreement. This Agreement sets forth all the representations, promises and understandings between us on the matters set forth herein. If any part or parts of this Agreement are held to be invalid, illegal or unenforceable, such part will be treated as severable, and the remaining parts of the Agreement shall continue to be valid and enforceable as to the parties hereto.

19. Indemnification by ZirMed. ZirMed will indemnify and defend Customer against any claim by third parties that Customer's use of any of ZirMed Services as authorized hereunder infringes upon the patent rights, copyrights, trademark rights or trade secret rights in the United States of a third party and pay any resulting damage award or settlement amount, provided that: (i) such claim does not arise out of Customer's misuse of ZirMed Services; (ii) Customer promptly notified ZirMed in writing of such claim; (iii) ZirMed will have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (iv) Customer cooperates with ZirMed in every reasonable way to facilitate settlement or defense of such claims; and (v) should such ZirMed Service become or, in ZirMed's opinion, be likely to become, the subject of an infringement claim, Customer will permit ZirMed, at ZirMed's expense to procure such right to continue using such Service, replace or modify the Service or terminate, without penalty, Customer's use of the affected Service, in which event ZirMed will refund to Customer, on a pro-rata basis, any unused prepaid amounts related thereto.

20. Indemnification by Customer. Except to the extent arising solely from the gross negligence or intentional misconduct of ZirMed, Customer shall to the extent permitted by law indemnify and hold ZirMed, its directors, officers, affiliates, agents and employees, harmless from and against any and all losses, liabilities, damages or expenses of any type (or claims of damage or liability) asserted against ZirMed and arising out of information provided to ZirMed, by customer, or any use or provision thereof to any third party, or any other act or inaction of Customer.

21. Survival. The representation, warranties, covenants, and agreements of any of the parties hereto contained in Sections 1, 2, 5-8, 10, 12-20 of this Agreement will survive the expiration or earlier termination of this Agreement. Expiration or termination of this Agreement for any reason will not terminate customer's obligation to pay ZirMed for all Services performed prior to the date of such expiration or termination.

22. Executive Authority and Domain Administrator. The "Executive Authority" identified below is an authorized individual empowered to make decision on behalf of Customer and having the legal authority to legally bind Customer. The Executive Authority may issue a directive to ZirMed to designate, modify or change the Domain Administrator. The "Domain Administrator" as identified below, will have full administrative privileges for Customer's account or family of accounts (Domain) to add users, delete users, and will manage access rights, privileges and permissions for each user for the domain. As such, the Domain Administrator will be assigned a login and password to access the ZirMed website for the designated domain to permit this individual to perform these functions.

Executive Authority			
First Name:	Middle Initial:	Last Name:	Title/Position:
Office Address:	City:	State:	Zip:
Phone Number: - - ext.	Fax Number: - - ext.	Cell: - - ext.	E mail:

Domain Administrator			
First Name: Bill	Middle Initial:	Last Name: Barrett	Title/Position: IT
Office Address: 4155 Ave A	City: St. Augustine	State: FL	Zip: 32095
Phone Number: 904-827-6854 ext.	Fax Number: - - ext.	Cell: - - ext.	Email: bbarrett@co.st-johns.fl.us

IN WITNESS WHEREOF, the Parties to this Agreement, in recognition of their undertakings set forth above, and for due and valid consideration, execute this Agreement as of the day of , 20 .

Customer

ZirMed, Inc.

By: _____

By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Effective Date: _____ Effective Date: _____