

FOURTH AMENDMENT TO THE EMERGENCY MEDICAL TRANSPORT BILLING AND  
COLLECTION SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT ("Amendment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between ADVANCED DATA PROCESSING, INC., a Delaware corporation d/b/a ADPI-INTERMEDIX, whose address is 6451 North Federal Highway, Suite 1002, Fort Lauderdale, Florida 33308, ("Contractor") and the CITY OF HOLLYWOOD ("City"), a municipal corporation of the State of Florida.

WITNESSETH:

WHEREAS, on December 31, 2006, the Contractor and the City entered into an agreement (the "Agreement") for the Contractor to provide ambulance billing and related professional services; and

WHEREAS, on December 19, 2007, Resolution No. 2007-434 was passed and adopted by the City Commission which authorized an amendment to the Agreement in order to renew the Agreement and amend Section 4.03 to provide for the Contractor to handle accounts for ambulance services commenced before January 1, 2007; and

WHEREAS, on December 3, 2009, Resolution No. R-2008-371 was passed and adopted by the City Commission which authorized a second amendment to the Agreement in order to renew the Agreement, clarify Section 4.03 relating to compensation and payment and expand the Scope of Services; and

WHEREAS, on February 14, 2012, Resolution No. 2012-045 was passed and adopted by the City Commission which authorized a third amendment to the Agreement in order to renew the Agreement and amend Schedule 2.01 relating to Rates of Compensation and Collection Efforts; and

WHEREAS, the current Agreement will expire on December 31, 2014 and the parties desire to renew the Agreement for a three (3) year period; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to read as follows:

1. Section 3 of the Agreement is hereby amended to read as follows:

3. TIME OF PERFORMANCE. ~~This Agreement shall be effective for a one-year period from January 1, 2007 through December 31, 2007, and for renewal periods from January 1, 2008 through December 31, 2008, January 1, 2008 through December 31, 2011, and is~~ The Agreement shall be renewed for a three year period from January 1, 2014 through December 31, 2017, under the terms and conditions set forth in the Agreement effective January 1, 2007 and

such amendments thereto and as contained herein unless otherwise amended or terminated. Renewal of this Agreement shall be based upon the mutual agreement of the parties, which mutual agreement shall be reduced to writing and executed by both parties not later than 90 days prior to the expiration of the initial or any renewal terms of this Agreement.

2. That Section 4.03 of the Agreement is hereby amended as follows:

#### 4. COMPENSATION AND METHOD OF PAYMENT.

4.03 The Contractor shall be paid by the City a monthly amount representing fees for the services computed as:

4.03 (a) ~~5.90%~~ 4.75 % of all monies collected by Contractor, excluding amounts collected from Florida Medicaid, less refunds, plus

4.03 (b) ~~Ten~~ Nine dollars ~~\$9.00~~ 10.00 per Florida Medicaid account, whether or not such account is ultimately paid by Florida Medicaid, plus

~~4.03 (c) An amount of \$0.50 per billed transport for providing patient required HIPAA-compliant Privacy Notice per Scope of Work (Exhibit A), plus~~

~~For ambulance services commenced before January 1, 2007, the City shall pay the fees set forth above, as applicable, plus an additional Ten Dollars \$10.00 per account.~~

In cases where the United States Postal Service increases the cost of first class mail by more than \$0.10 per ounce on an on-time basis and the Contractor provides 30 days' advance notice of its intention to pass on the increase, the City shall reimburse the Contractor for the amount of such increase in excess of \$0.10 per ounce.

3. That Paragraph 20 is hereby amended as follows:

#### 20. TRIPTIX PROGRAM SCOPE OF SERVICES.

The Contractor shall provide the City with its Triptix system which runs on tablet PCs to enter medical records and data into and interact with its main billing and medical records system (the "Product") under a license upon the terms and conditions set forth in Exhibit "C" attached hereto and incorporated herein to the Agreement which apply solely to the Triptix services provided by Contractor to City. City's obligation for payment of the Triptix Program Services is set forth in Exhibit "C", Schedule .2.01 attached hereto and incorporated by reference.

~~Commencing on July 1, 2012 the Contractor shall provide the City with upgraded/new tablet PCs for the City to enter medical records and data into and interact with its main billing and medical records system (the "Product"), in accordance with Exhibits "C" and "D" of the Second Amendment to the Agreement. City's obligation for payment shall be as set forth in the amended Schedule 2.01 of Exhibit "C", attached hereto and incorporated herein by reference.~~

Commencing upon execution of this Agreement, Contract shall provide the City with the following upgraded Products: nine (9) Panasonic Toughbooks tablet, Eight (8) front-line units, one (1) spare unit including Hardware & Software (TripTix Mobile) which replace the current existing tablet PCs at no cost to the City.

4. That Schedule 2.01 is hereby amended as more specifically set forth in the attached Exhibit "A".
5. Except as set forth above, each and every provision of the Agreement, Second Amendment and Third Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, Contractor and City, intending to be legally bound, have executed this Fourth Amendment to the Emergency Medical Transport Billing and Collection Services Agreement as of the day and year first above written.

ATTEST:

\_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

Approved as to form and legality  
For the use and reliance of the  
City of Hollywood, Florida, only.

\_\_\_\_\_  
Jeffrey P. Sheffel, City Attorney

ATTEST:

\_\_\_\_\_  
Corporate Secretary  
Print Name: \_\_\_\_\_

City of Hollywood, a municipal  
corporation of the State of Florida

By: \_\_\_\_\_  
Peter Bober, Mayor

Approved by:

By: \_\_\_\_\_  
Matt Lalla, Director of Finance

Advanced Data Processing, Inc.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**Schedule 2.01**  
**Rates of Compensation; Collection Efforts**

From and after the execution of the Fourth Amendment to the Agreement and during the term of the Agreement, CONTRACTOR shall be compensated as follows:

In consideration of the CONTRACTOR's services rendered pursuant to Paragraph 20 of the Agreement and the Third Amendment as more specifically set forth in Exhibit "C", the CONTRACTOR shall be compensated and paid in accordance with the following schedule (Percentages are expressed as an additional Percentage of Net Collections to the CONTRACTOR's contracted billing fee as defined in the Agreement and Second Amendment thereto: Any and all payments are contingent upon an annual appropriation by the City Commission.

**System "Product" Pricing**

Hardware selected by CONTRACTOR: Panasonic Toughbooks CF19: No Cost

Total System Cost for: Use of the Intermedix provided field data capturing and reporting system consisting of eleven (11) Pen-based Panasonic Toughbook Tablet Units, seven (7) Panasonic Toughpads, Field Automation Software, Administrative Reporting System, including training and support (referred to as "Triptex") less refunds (Nine (9) Transport Units Eight (8) in-line units, one (1) spare unit including Hardware & Software (TripTix Mobile) plus aircard and monthly aircard usage): 4.50% 1.75% of Net Collections

Additional Units (ea.) 0.16% of Net Collections

Additional units may be added to the addendum by mutual agreement of the parties.

Per Unit (TripTix Web)	No Cost
Training Costs	No Cost
Additional Training Costs (Hourly)	No Cost
Three (3) Year Extended Warranty from Panasonic	No Cost
Technology Replacement (as needed or at end of 3-year Lifecycle)	No Cost
Complete System Support, Ownership and Maintenance	No Cost
Lifepak 12 EKG Data Stream transfer to TripTix Mobile System	No Cost
Seamless Service between ADPI Billing System and TripTix Mobile	No Cost
Administrative Field Oversight and Vendor Accountability via TripTix Web	No Cost
Mission Critical Business Objects Reporting	No Cost
EMSTARS, NEMSIS (Silver or Gold), HIPAA and Medicare Compliance	No Cost
Field Customization and or New Fields	No Cost
Software on ADPI Housed and Maintained Servers via Web Access	No Cost

On-site Installation of Server Access  
All ADPI Provided Software Updates and Maintenance

No Cost  
No Cost

### **Payments by CITY**

The above pricing to be compensated and paid to CONTRACTOR monthly for the specified number of units as follows:

Year 2015 1.75% of net collections not to exceed \$76,000.00 for the year;

Year 2016 1.75% of net collections not to exceed \$79,000.00 for the year;

Year 2017 1.75% of net collections not to exceed \$82,000.00 for the year.

Additional units may be added for which the monthly amount will be increased by 0.16% of net collections for each unit and will increase the annual limit by \$5,600 per unit added.

The above price quote is based on transport volume provided by the CITY as shown below. Should transport volume decrease greater than ten percent (10 %), the unit fee and the annual limit will be increased proportionately.

Annual Transport Volume –

~~13,600~~ 15,000