

**MASTER SERVICES AGREEMENT**

Change Healthcare Technology Enabled Services, LLC ("CHC") and City of Hollywood ("Client"), hereby agree to enter into this Master Services Agreement (RMS161217) (this "Agreement") effective as of the latest date in the signature line below (the "Effective Date").

WHEREAS, CHC and the City of Lauderhill EMS, entered into Master Services Agreement (RMS155980) that became effective on September 27, 2017 wherein CHC provides billing for Emergency Medical Transport Services and Associated Services to the City of Lauderhill EMS (the "Lauderhill Contract"); and

WHEREAS, CHC and Client hereby agree to adopt the terms and conditions of the Lauderhill Contract and to perform its respective obligations under the Lauderhill Contract during the term outlined below.

NOW THEREFORE, the parties agree as follows:

1. Client agrees to adopt and be bound by the terms and conditions agreed to by the City of Lauderhill EMS under the Lauderhill Contract.
2. CHC agrees to adopt and be bound by the terms and conditions of the Lauderhill Contract in connection with its provision of Billing for Emergency Medical Transports Services and Associated Services to Client.
3. The term of this Agreement will have a three (3) year term beginning on January 1, 2022. The renewal of this Agreement will run coterminous with the renewal of the Lauderhill Contract.
4. The fees for the services provided to Client under this Agreement by CHC are set forth in the attached Exhibit A.
5. All notices will be sent to the respective party's address below.
6. In the event of any conflict or inconsistency in the interpretation of this Agreement, such conflict or inconsistency will be resolved by giving precedence in accordance with the following order: (a) Amendments to the Agreement, (b) the Lauderhill Contract; and (c) documents incorporated by reference.
7. This Agreement is executed by an authorized representative of each party.

**Change Healthcare Technology  
Enables Services, LLC**

By: 

Name: JEFFREY J. WESCOTT

Title: SUP REIMBURSEMENT MANAGEMENT

Date: 06/23/2021

CHC Notice Address:

5995 Windward Parkway  
Alpharetta, GA 30005  
Attn: General Counsel

**City of Hollywood**

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

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

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

Date: \_\_\_\_\_

Client Notice Address:

2600 Hollywood Boulevard  
Hollywood, FL 33020  
Attn: Administrator

**Exhibit A**  
**Fees for City of Hollywood**

**1. For Services Provided under Service Schedule 1 of the Lauderhill Contract**

- 1.1.** Client agrees to pay CHC a fixed fee for Medicaid and Medicaid Managed Care accounts receivable. The fixed fee is an amount equal to \$9.00 per patient encounter, regardless of the amount of the charges associated with any such encounter and the amount of reimbursement, if any, to Client with respect to those of Client's charges for which reimbursement from the Florida Medicaid program or any third-party administrator for the Florida Medicaid program is sought by CHC on Client's behalf.
- 1.2.** Client agrees to pay CHC a service fee equal to 9.6% of the net revenue of Client. This percentage fee includes (i) 5.5% for the billing services; (ii) 1.8% for the 22 units of hardware and the software set forth in the Equipment Quote, attached hereto (collectively, "Equipment"); and (iii) 2.3% for a full-time on-site employee ("FTE") dedicated to hardware issues.
- 1.3.** CHC agrees to provide Client with the use of the Equipment to Client's address set forth in this Agreement. If the Agreement terminates prior to the initial term of the Agreement, Client will reimburse CHC for the remaining costs of the Equipment as outlined in the Equipment Amortization Schedule, attached hereto.
- 1.4.** Other than the payment obligations set forth above, CHC disclaims any and all warranties, representations, obligations, support and maintenance related to the Software and Equipment.
- 1.5.** All service fees are exclusive of all federal, state and local taxes, including sales taxes, assessed on or due in respect of any Services performed by CHC under the Agreement, for which taxes Client shall be solely responsible. Client shall reimburse CHC for all those costs and expenses of Client paid by CHC or any subsidiary or affiliate of CHC Group on behalf of Client in connection with the provision of Services hereunder.
- 1.6.** There will be a charge to the Client for requests, including but not limited to, requests for special programming and non-standard reports. The cost for such requests will be determined on an individual basis and shall be set forth in an amendment to this Agreement.
- 1.7.** This Agreement, and any discounts provided under this Agreement, are intended to comply with the discount safe harbor of the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by the discount safe harbor of the Anti-Kickback Statute or other similar applicable state laws and regulations, Client and its affiliates must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under this Agreement and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, make available information provided to Client by CHC about the discount.

**2. For Services Provided under Service Schedule 2 of the Lauderhill Contract**

**2.1** For Supplemental Payment Recovery Assistance Services, Client will pay CHC a service fee equal to 9.6%\* of the Supplemental Payments recovered by CHC on behalf of Client during the previous month, in accordance with Section 3 of the MA, entitled "Payment." Supplemental Payments shall include any payments from Florida Medicaid to Client related to the Florida Ambulance Supplemental Payment Program.

\*In the event that charging a percentage of payments recovered for the services described herein is determined to be out of compliance with federal or state laws or regulations, Vendor may amend this MA to set forth a different payment arrangement. The parties acknowledge and agree that such amendment does not waive the obligation to pay determined fees.

**2.2** All service fees are exclusive of all federal, state and local taxes, including sales taxes, assessed on or due in respect of any Services performed by CHC under this MA, for which taxes Client shall be solely responsible. Client shall reimburse CHC for all those costs and expenses of Client paid by CHC or any subsidiary or affiliate of CHC on behalf of Client in connection with the provision of Services hereunder.

**2.3** Client acknowledges and agrees that CHC shall be entitled to receive service fees for Services provided by CHC under this MA even after expiration or earlier termination of this MA provided that CHC provided such services on or before the date of expiration or termination of this MA.

**Equipment Quote for  
City of Hollywood**

CHC agrees to provide Customer the following listed Software and Hardware.



Quote Date: 02/12/2020  
Customer Name: Hollywood Fire Rescue and Beach Safety  
Quote #: Q-03969  
Quote valid until: 05/12/2020  
ESO Account Manager: Rich Cunningham

**CUSTOMER CONTACT**

End User: Hollywood Fire Rescue and Beach Safety  
Name: Simon Serrao  
Email: sserrao@hollywoodfl.org  
Phone: (954) 967-4341

**BILLING CONTACT**

Payor: Hollywood Fire Rescue and Beach Safety  
Name: Chris DelCampo  
Address: 2741 Stirling Road  
Hollywood FL, 33312  
Email: cdelcampo@hollywoodfl.org  
Phone: 954-967-4248  
Billing Frequency: Annual  
Initial Term: 12 months  
Total Annual Recurring: \$5,975.77

Fire					
Product	Volume	Price	Discount	Total	Fee Type
Fire - Training	1 Days	\$995.00	(\$0.00)	\$995.00	One-time
ESO Fire Incidents	6 Stations	\$6,170.00	(\$1,449.95)	\$4,720.05	Recurring
Telestaff Integration	25000 Incidents	\$2,595.00	(\$1,339.28)	\$1,255.72	Recurring

<b>Discounts</b>	\$	(2,789.23)
<b>TOTAL</b>	\$	6,970.77

**TERMS AND CONDITIONS:**

- If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**  
  
**<http://bit.ly/ESOContract>**
- The Effective Date of this Quote shall be the final date of signature.
- If Customer has selected a third party to pay fees on their behalf, the applicable fees above shall be invoiced to the third party on Customer's behalf.

\*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.

\*If present, applicable taxes shall be waived if Customer submits a valid certificate of tax exemption to ESO upon or prior to submission of the signed Quote.



Quote Date: 02/12/2020  
Customer Name: Hollywood Fire Rescue and Beach Safety  
Quote #: QO 2060  
Quote valid until: 05/12/2020  
ESO Account Manager: Rich Cunningham

### CUSTOMER CONTACT

End User  
Name  
Email  
Phone

### BILLING CONTACT

Paper: Hollywood Fire Rescue and Beach Safety  
Name: Chris DeCenzo  
Address: 2741 Sebring Road  
Hollywood FL, 33212  
Email: cdecenzo@hollywoodfl.org  
Phone: 954-967-6268  
Billing Frequency: Annual  
Initial Term: 12 months  
Total Annual Recurring: \$20,661.21

EHR					
Product	Volume	Price	Discount	Total	Fee Type
ESO EHR Suite	250.00 Incidents	\$24,190.00	( \$9,024.65 )	\$20,155.25	Recurring
EHR CAD Integration	250.00 Incidents	\$2,995.00	( \$928.82 )	\$2,066.18	Recurring
EHR Cardiac Monitor Integration	250.00 Incidents	\$1,895.00	( \$445.32 )	\$1,449.68	Recurring
EHR Billing Interface	250.00 Incidents	\$995.00	( \$995.00 )	\$0.00	Recurring
EHR Training	2 Days	\$1,990.00	( \$0.00 )	\$1,990.00	One-time
EHR Training Travel Costs	1 Travel Cost	\$1,500.00	( \$0.00 )	\$1,500.00	One-time
EHR - Handicap Integration	250.00 Incidents	\$995.00	( \$995.00 )	\$0.00	Recurring
EHR CARES Export	250.00 Incidents	\$995.00	( \$995.00 )	\$0.00	Recurring

**Discounts** \$ (2,403.79)  
**TOTAL** \$ 34,151.21

\*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.

\*If present, applicable taxes shall be waived if Customer submits a valid certificate of tax exemption to ESO upon or prior to submission of the signed Quote.



Quote Date: 02/12/2020  
Customer Name: Hollywood Fire Rescue and Beach Safety  
Quote #: QO29550  
Quote valid until: 05/12/2020  
ESO Account Manager: Rich Cunningham

**TERMS AND CONDITIONS:**

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

**<http://bit.ly/ESOContract>**

2. The Effective Date of this Quote shall be the final date of signature.
3. If Customer has selected a third party to pay fees on their behalf, the applicable fees above shall be invoiced to the third party on Customer's behalf.

**Hollywood Fire Rescue and Beach Safety**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Today's Date]

For Fire, EHR, Assets, Firehouse, Education, Safety Pad, Scheduling, the following payment terms apply:  
Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



Pricing Proposal  
Quotation #: 20550447  
Created On: 6/1/2021  
Valid Until: 6/30/2021

**Change Healthcare**

**Mike Ginter**  
300 N. 4th Street  
Columbus, OH 43215  
United States  
Phone: 614.221.1380  
Fax:  
Email: Mike.Ginter@ChangeHealthCare.com

**Account Executive**

**Brendan Morris**  
8 Cadillac Dr,  
Brentwood, TN 37027  
Phone: 615-330-6163  
Fax: 615-760-0886  
Email: Brendan\_Morris@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 GETAC : V110 G8 - i5-10210U, W/ Hello Webcam, WIN10 Pro, 16G, 256GB PCIe SSD, Sunlight Readable (Full HD LCD+TS+Digitizer), Membrane Backlit KBD,WIFI+BT+GPS/Glonass+4G LTE (EM7511)+Pass thru,Barcode Rdr,Dual batteries,TouchPad W/ Click Button,3YB3BWh Getac - Part#: VM2PTPTABUXY	22	\$3,574.18	\$78,631.96
2 GETAC : Bumper-to-Bumper 4 Year Extended Warranty Getac - Part#: GE-SVTBNFX4Y	22	\$244.89	\$5,388.18
		Subtotal	\$84,015.14
		Shipping	\$0.00
		*Tax	\$0.00
		Total	\$84,015.14

\*Tax is estimated. Invoice will include the full and final tax due.

**Additional Comments**

Due to industry-wide constraints and fluctuations, SHI reserves the right to change price at any time

Taxes and Shipping/Handling May Apply

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

**Equipment Amortization Chart for  
City of Hollywood**

CHC will deliver to Client Equipment to be utilized by Client. Client acknowledges it is responsible for installation of the Equipment.

<u>Month</u>	<u>Balance Due</u>
1	62,461.39
2	60,676.78
3	58,892.17
4	57,107.56
5	55,322.94
6	53,538.33
7	51,753.72
8	49,969.11
9	48,184.50
10	46,399.89
11	44,615.28
12	42,830.67
13	41,046.06
14	39,261.44
15	37,476.83
16	35,692.22
17	33,907.61
18	32,123.00
19	30,338.39
20	28,553.78
21	26,769.17
22	24,984.56
23	23,199.94
24	21,415.33
25	19,630.72
26	17,846.11
27	16,061.50
28	14,276.89
29	12,492.28
30	10,707.67
31	8,923.06
32	7,138.44
33	5,353.83
34	3,569.22
35	1,784.61
36	0.00