

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: December 2, 2014

FROM: Jeffrey P. Sheffel
City Attorney

SUBJECT: Proposed Fourth Amendment to the Emergency Medical Transport Billing and Collection Services Agreement with Advanced Data Processing, Inc. d/b/a ADPI-Intermedix to renew the existing agreement for a 3 year term.

I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

1) Department/Division involved – Fire Department

2) Type of Agreement – Fourth Amendment

3) Method of Procurement (RFP, bid, etc.) - n/a

4) Term of Contract

a) initial – 1 year

b) renewals (if any) – Yes.

c) who exercises option to renew – mutual agreement of the parties.

5) Contract Amount - Under the existing agreement, ADPI will be compensated pursuant to Subsection 4.03 based upon a monthly amount relating to the transport billing and collection services portion of the agreement. For the Triptix Program Services, as set forth in Schedule 2.01 of Exhibit “C” on a monthly basis based upon the number of units and net collections 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.

6) Termination rights – As to the Transport Billing and Collection Services portion of the Agreement, City may terminate without cause effective 30 days from the date of written notice. As to the Triptix Program Services, termination of the Triptix Services will not operate to terminate the Original Agreement, however, a termination of the Original Agreement will operate as a termination of the Triptix Program Services. City has option to terminate for convenience, however, it will be required to remit payment as set forth in Schedule 2.01 of Exhibit “C.”

Under the Triptix Program Services, City may terminate due to material breach of ADPI if breach is not cured within 30 days. ADPI may terminate upon City's material breach due to nonpayment.

7) Indemnity/Insurance Requirements – Yes. In addition to general indemnity, ADPI indemnifies as to copyright and patent infringement relating to the Triptix Program Services software.

8) Scope of Services – ADPI performs transport billing and collection services associated with emergency medical transport. In addition, ADPI will continue provide City with tablet PC's to enter medical records and data into the Triptix system which will interact with the main billing and medical records system.

9) City's prior experience with Vendor (if any) – Yes, since 2006.

10) Other significant provisions – Commencing upon execution of the Agreement, Contractor will provide 9 Panasonic Toughbook Tablets, 8 front-line units, on spare unit including hardware and software (Triptix Mobile) which will replace the current existing tablet PCs at no cost to the City.

cc: Dr. Wazir Ishmael, Interim City Manager