

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

THIS FIFTH AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into as of the ____ day of _____, 2016, 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. R-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. R-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, on December 17, 2014, the City Commission passed and adopted Resolution No. R-2014-373 authorizing the execution of 4th amendment to the Agreement for a three year term; and

WHEREAS, Contractor notified City that a Certified Public Expenditure Program was established which allows states to submit to the Federal Government certified public expenditures for the delivery of specific health care services (of which EMS is one) to Medicaid patients; and

WHEREAS, the Florida Fire Chiefs Association worked with the Agency for Health Care Administration to develop this program for Florida political jurisdictions providing 911 emergency transport services and the funding initiative is called “Public Emergency Medical Transport” and the funds are known as “Certified Public Expenditures”;

WHEREAS, it is necessary to amend the Agreement with the Contractor as the Contractor under the existing Agreement has the data required to obtain such funding and assist the City in facilitating and ensuring that the City not only participates in the program but receives its portion of funding;

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

1. That a new Paragraph 21 is hereby created as follows:

21. Public Emergency Medical Transport/Certified Public Expenditure Program Scope of Services.

The Contractor shall be responsible for enrolling the City in the Florida EMS PEMT (Public Emergency Medical Transports) Medicaid program, and providing ongoing consulting/costing services for both the Florida CPE (Certified Public Expenditures) PEMT and the proposed IGT (Intergovernmental Transfer) PEMT which includes Medicaid managed care transports revenue programs. Said services to be provided by Contractor are as more specifically set forth in Exhibit "E" attached hereto and incorporated herein by reference.

3. 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, Third Amendment and Fourth 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

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

By: _____
Peter Bober, Mayor

Approved by:

By: _____
George Keller, Interim Director
of Finance

**FIFTH AMENDMENT TO THE EMERGENCY MEDICAL TRANSPORT BILLING AND
COLLECTION SERVICES AGREEMENT**

Advanced Data Processing, Inc.

ATTEST:

Corporate Secretary
Print Name: _____

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.

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, NEMESIS (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

A. 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 – 15,000

B. Fees relating to the Certified Public Expenditure (CPE) Program for Emergency Medical Services and Medicaid Care Supplemental Payment Program.

All revenue realized by the City from the Certified Public Expenditure (CPE) Program for Emergency Medical Services and Medicaid Care Supplemental Payment Program shall be paid in full directly to the City. Revenue realized as a result of the Certified Public Expenditure (CPE) for Emergency Medical Services (EMS) shall be determined by the Medicaid cost settlement determined through the Medicaid cost report.

Revenues realized through the Medicaid Managed Care Supplemental Payment Program will be based upon federal funds drawn down by the Florida Agency for Healthcare Administration and passed onto the City of Hollywood for uncompensated costs associated with the 911 transports of Medicaid patients. These funds are made available through Federal regulations at 42 CFR 447.300 and Section 1902(a)(30) of the Social Security Act allows states to establish alternative payment methodologies. Contractor will not receive any compensation until the CPE for Emergency Medical Services settlement or Medicaid Managed Care Supplemental Payment revenues are received by the City.

Contractor will invoice and receive revenue upon the receipt of revenue received by the City for either initiative, meaning revenue does not have to be generated for both the CPE for Emergency Medical Services and the Medicaid Managed Care Supplemental

payment program, rather revenue simply needs to be generated for either initiative to allow Contractor to generate invoices. Contractor will invoice City based on the final CPE for Emergency Medical Services settlement or Medicaid Care Supplement payments within thirty (30) days of receipt by the City. Contractor will attach any and all documentation to substantiate invoice requests.

City will remit payment to Contractor within thirty (30) days of invoice receipt. Additional revenues generated for the uninsured patient population, will also be invoiced along with the applicable documentation substantiating invoice request, within thirty (30) days of receipt of revenues by the City. The contingency fees to be paid associated with the respective successful implementation and generation of incremental Medicaid revenues as a result of the CPE for Emergency Medical Services and Medicaid Managed Care Supplemental Payment Programs are fifteen percent (15%) of City's revenues.

EXHIBIT "E"
SCOPE OF SERVICES FOR CERTIFIED PUBLIC EXPENDITURE (CPE) PROGRAM
FOR EMERGENCY MEDICAL SERVICES AND MEDICAID CARE SUPPLEMENTAL
PAYMENT PROGRAM

CONTRACTOR will perform the following services related to the CPE Program for Emergency Medical Services and Medicaid Care Supplemental Payment Program:

1. Contractor shall be responsible for drafting application materials and responding to requests for additional information necessary for the provider (City) to gain approval to participate in the Ambulance Supplemental Payment Programs. Contractor shall provide City's representative with a copy of all documents prior to submittal and review with the City's representative prior to submittal.
2. Contractor will prepare a fiscal impact study and present results to the City to demonstrate the benefits of a Continuing Public Expenditure ("CPE") Program, Medicaid Managed Care Supplemental payment, and uninsured CPE (if applicable) program to the City.
3. Contractor shall identify eligible costs and develop appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid, and as applicable, uninsured populations.
4. Contractor shall prepare the annual Medicaid cost report for EMS on behalf of the City.
5. Contractor shall conduct analysis of the City's financial and billing data in order to prepare and submit annual cost reports, the mechanism for the City to receive additional revenue under Ambulance Supplemental Payment Programs.
6. Contractor shall provide comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, perform detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, draft letters and provide supporting documentation to meet Medicaid requirements and expedite settlements.
7. Contractor shall perform relevant analysis to determine a viable Medicaid managed care supplemental payment methodology.
8. Contractor shall execute Medicaid managed care supplemental calculations in adherence with the approved methodology.
9. Contractor shall determine enhanced supplemental payments realized by the City, as necessary.

EXHIBIT "E" CONTINUED

10. Contractor shall conduct comparative analysis to identify significant trends in billing and financial data.

11. Contractor shall provide charge master review to ensure that the City is optimizing charges to drive revenue generation.

12. Contractor shall meet with the Florida Agency for Health Care Administration (AHCA) and City to further develop the supplemental payments program for both Medicaid managed care and uninsured patient transports.

13. Contractor agrees and acknowledges that the Indemnification and Insurance provisions set forth in the December 31, 2006 Agreement and any amendments thereto, shall apply to these Scope of Services.