

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

THIS SIXTH AMENDMENT TO AGREEMENT ("Amendment") is made and entered into as of the ____ day of _____, 2017, 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, 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, on October 5, 2016, the City Commission passed and adopted Resolution No. R-2016-293 authorizing the execution of a 5th amendment to the Agreement include additional services relating to the Public Emergency Medical Transport Funding Initiative for the City to participate in the Certified Public Expenditure Program for the delivery of specific health care services (of which EMS is one) to Medicaid Patients; and

WHEREAS, the current agreement will expire on December 31, 2017 and the parties desire to renew the agreement for an additional three (3) year term; and

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

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

3. TIME OF PERFORMANCE. The Agreement shall be renewed for a three year period from ~~January 1, 2014 through December 31, 2017~~ January 1, 2018 through December 31, 2020, 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 of this Agreement.
2. That Schedule 2.01 is hereby amended as more specifically set forth in the attached Exhibit "A".
3. Except as set forth above, each and every provision of the Agreement, Second Amendment, Third Amendment, Fourth Amendment and Fifth 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

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

By: _____
Josh Levy, Mayor

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

Alan Fallik, Acting City Attorney

Approved by:

By: _____
George Keller, Interim Director
of Finance

**SIXTH AMENDMENT TO THE EMERGENCY MEDICAL TRANSPORT BILLING AND
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ATTEST:

Corporate Secretary
Print Name: _____

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.

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, NEMIS (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 No Cost
All ADPI Provided Software Updates and Maintenance 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.~~

Year 2018 1.75% of net collections not to exceed \$82,000.00 for the year;
Year 2019 1.75% of net collections not to exceed \$82,000.00 for the year;
Year 2020 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 which 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.