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To: City of Lauderdale EMS

From: Melissa Cataldo, Contract Administrator

Date: September 18, 2018

Subject: Amendment Number P201910024040

Attached please find a fully executed copy of *Amendment P201910024040 to your September 27, 2017 Master Services Agreement (RMS155980)*, for your records.

If you have any questions, please feel free to contact your Client Manager, Benjamin Donovan at [Benjamin.Donovan@ChangeHealthcare.com](mailto:Benjamin.Donovan@ChangeHealthcare.com).

Thank you for the confidence you have placed in Change Healthcare Technology Enabled Services, LLC. We value your patronage and look forward to a long and mutually rewarding relationship.

Sincerely,

*Melissa Cataldo*

Melissa Cataldo  
Technology Enabled Services  
Contract Operations

cc: Patrick Free  
Deborah Roberts  
Julie Tetzloff  
Rick Iglesias  
Sally Rintoul  
Benjamin Donovan  
Mauricio Chavez

**CONFIDENTIAL AND PROPRIETARY**Client: City of Lauderhill EMS  
Amendment Number: P201910024040**AMENDMENT**

This amendment (the "**Amendment**") amends the Master Services Agreement (RMS155980) that became effective on September 27, 2017 (the "**MA**"), between City of Lauderhill EMS ("**Client**") and Change Healthcare Technology Enabled Services, LLC, formerly known as PST Services LLC, ("**Service Provider**") and is effective as of the latest date in the signature block below.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Name Change. The parties acknowledge and agree that: (i) Change Healthcare Technology Enabled Services, LLC assumed all rights and responsibilities of PST Services, LLC ("**PST**") under the Agreement and (ii) all references to PST or PST LLC in the Agreement or any amendment or addendum or exhibit or schedule to the Agreement shall be deemed to have been changed to Change Healthcare Technology Enabled Services, LLC ("**Service Provider**").
2. Services Table on Page 1 of the MA. The MA is amended by inserting the following new row to the bottom of the Services table on Page 1:

Prior Accounts Receivable
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Service Schedule 4
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The parties acknowledge and agree that the attached Service Schedule 4 is hereby added to the MA.

3. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.
4. Capitalized terms used herein and not otherwise defined have the same meaning as in the MA. In the event any term or condition of this Amendment is inconsistent with any term or condition of the MA, the terms of this Amendment will control. Except as stated above, all terms of the Agreement shall remain in full force and effect. Service Provider and Client represent and warrant that they have the full power and authority to enter into this Amendment, that there are no restrictions or limitations on their ability to perform under this Amendment, and that the person executing this Amendment has the full power and authority to do so.

IN WITNESS WHEREOF, and in agreement hereto, the parties have executed this Amendment on the dates set forth below.

**CITY OF LAUDERHILL EMS**By: Print Name: Jason Z. ClarkeTitle: Division ChiefDate: 9-11-18**CHANGE HEALTHCARE TECHNOLOGY ENABLED SERVICES, LLC**By: Print Name: Patrick FreeTitle: SVPDate: September 18, 2018

**CONFIDENTIAL AND PROPRIETARY**Client: City of Lauderdale EMS  
Amendment Number: P201910024040**SERVICE SCHEDULE 4****SCOPE OF SERVICES – PRIOR ACCOUNTS RECEIVABLE**

The MA Terms and Conditions and this Service Schedule apply to all services rendered by Service Provider under this Service Schedule.

Except for Section 1, Section 4.2.5, and Section 4.3 in the MA, all other terms and conditions of the MA shall apply to the Services described in this Service Schedule, provided, however, that if any term or condition of the MA conflicts with or is inconsistent with any term or condition of this Service Schedule, the terms and conditions of this Service Schedule shall prevail and control.

**1. Term**

**1.1** Initial Term of Schedule. The initial term of this Service Schedule 4 is two years (the "Schedule 4 Term") beginning August 1, 2018 (the "Schedule 4 Commencement Date").

**1.2** Renewal. This Service Schedule 4 may be renewed by the written mutual agreement of the parties for additional one year terms unless either party delivers to the other written notice of termination at least 90 days prior to the expiration of the then current term.

**2 Scope of Services**

**2.1** Scope. Beginning on the Schedule 4 Commencement Date and continuing until termination of the Service Schedule 4, Service Provider will perform billing and accounts receivable follow-up functions on all Client's Open Accounts Receivable as of April 30, 2018 that was handled by Client's previous biller, hereafter known as "Legacy A/R".

**2.2** Responsibilities. Each party agrees to perform its respective responsibilities identified below in a timely and diligent manner. Client acknowledges and agrees that Service Provider's performance of the Services described herein is dependent upon Client's performance of its responsibilities as set forth in this Service Schedule.

**2.2.1** Service Provider Responsibilities. Service Provider will:

- (a) Incorporate Client's Legacy A/R into Service Provider's Billing System.
- (b) Manage the accounts receivable follow-up functions for the Legacy A/R.
- (c) Evaluate the Legacy A/R for immediate and appropriate resolution.
- (d) Manage the Legacy A/R accounts in accordance with all applicable laws.
- (e) Bill Legacy A/R managed care accounts on the Billing System in accordance with the terms of Client's executed contracts. If no contract exists, bill such accounts in accordance with the rules of the state in which care was provided or, if no state rules apply, in accordance Client's normal business procedures.
- (f) Respond to written inquiries on the Legacy A/R received from third-party payers.
- (g) Follow-up on the Legacy A/R delinquent balances and document actions in the Billing System.
- (h) Follow up on primary, secondary and tertiary insurance accounts for the Legacy A/R and resubmit rejections and no action accounts.
- (i) Forward patient responsibility portions of underlying Legacy A/R to Client for Client follow-up.

**2.2.2** Client Responsibilities. Client will:

- (a) Provide Service Provider with accurate data and all information requested by Service Provider in a timely manner and in a mutually agreed-upon format and cooperate with Service Provider by providing Service Provider the assistance it reasonably requests to complete its provision of the Services, as defined in the MA and this Service Schedule.
- (b) Client agrees to indemnify and hold Service Provider harmless from and against any liability, cost or expense (including reasonable attorneys' fees) related to or arising out of matters related to work done on the Legacy A/R prior to the Schedule 4 Commencement Date solely with regard to those services provided

**CONFIDENTIAL AND PROPRIETARY**Client: City of Lauderhill EMS  
Amendment Number: P201910024040

under this Schedule 4 by any other provider. Client acknowledges and agrees that Service Provider (i) is not responsible for, and had no involvement or participation in, the gathering, preparation or development of the back-up documentation which substantiates or evidences the Legacy A/R; and (ii) is not responsible for validating, verifying or determining the accuracy of the Legacy A/R or detecting or correcting prior errors with regard to the Legacy A/R.

**3 SERVICE FEES**

**3.1** Beginning on the Schedule 4 Commencement Date listed in Section 1 above, Client agrees to pay Service Provider the fees as set forth below:

**3.1.1** Client agrees to pay Service Provider an amount equal to 5.5% of the Net Collections made on the Legacy A/R. "Net Collections" means the total sum of all monies collected for all clinical services related to the Legacy A/R.

**3.1.2** Client also agrees to pay any additional amounts resulting from any change in the nature, scope, placement dates, placement amounts or time commitment of the Services set forth above.

**3.1.3** Flat Fee for Medicaid and Medicaid Managed Care Accounts Receivable. Client agrees to pay Service Provider 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 Service Provider on Client's behalf.

**3.1.4** Client shall pay Service Provider a service fee equal to 5.5% of the net revenue of Client. In addition to the 5.5% service fee, an additional 2.2% of the net revenue of Client will be charged for Equipment. Service Provider agrees to provide the Client with the use of the hardware and software set forth on Schedule1 attached hereto and made a part hereof (collectively, "Equipment") to Clients address set forth in this Service Schedule. With respect to the "Equipment", Service Provider agrees it will be responsible for annual fees for the hardware and software including the billing interface module. Service Provider will also be responsible for the initial and monthly fees related to air-cards on internet service fees for the duration of the Agreement. Net revenue shall mean cash receipts arising from the provision of patient services and related activities less refunds.

**3.1.5** Client agrees to pay Service Provider \$0.65 per HIPAA compliant Notice of Privacy Practices sent to patients.

**4** Disclaimer/Limitation of Liability. Service Provider disclaims any and all warranties and representations, express or implied, pertaining to the provision of the Services related to this Service Schedule, except as otherwise set forth herein. It is expressly understood and agreed that Service Provider shall have no liability for (a) the inability of third parties or systems beyond the control of Service Provider to accurately process data, (b) the transmission to Service Provider of inaccurate data, (c) any losses realized or damages incurred by Client arising from Service Provider's provision of the Services, or (d) any indirect, special, or consequential losses or damages suffered by Client or any third party.