

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: September 21, 2016

FROM: Jeffrey P. Sheffel
City Attorney

SUBJECT: Proposed Fifth Amendment to the Emergency Medical Transport Billing and Collection Services Agreement with Advanced Data Processing, Inc. d/b/a ADPI-Intermedix to expand the Scope of Services for ADPI to assist the City in facilitating and ensuring that the City participates in the Public Emergency Medical Transport/Certified Public Expenditure Program in order to receive revenues(funding) pursuant to the program.

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 – Fifth Amendment
- 3) Method of Procurement (RFP, bid, etc.) - Contract awarded pursuant to RFP No. 4009-06-RD
- 4) Term of Contract
 - a) initial – contract expires in December, 2017
 - b) renewals (if any) – unlimited
 - c) who exercises option to renew – n/a
- 5) Contract Amount - **For the Additional Scope of Services, ADPI will be paid contingency fees of 15% of the City's revenues received and 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. ADPI 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. ADPI is required to invoice City with appropriate documentation.**

Under the existing agreement, ADPI is 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. **The additional Scope of Services requires ADPI to assist City in implementation and facilitation of the Certified Public Expenditure (CPE) Program for Emergency Medical Services and Medicaid Care Supplemental Payment Programs as more specifically set forth in Exhibit “E” of the Fifth Amendment.**

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

10) Other significant provisions – The Revenues realized by the City from the CPE shall be paid directly to the City. Revenues realized will be based upon federal funds drawn from the Florida Agency for Healthcare Administration and passed onto to the city 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.

cc: Dr. Wazir Ishmael, City Manager