

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: June 11, 2020

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed 7th Amendment to the Emergency/Rescue Ambulance Billing and related professional services agreement.

I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Fire Rescue and Beach Safety
- 2) Type of Agreement – 7th Amendment
- 3) Method of Procurement (RFP, bid, etc.) –
- 4) Term of Contract:
 - a) initial – n/a
 - b) renewals (if any) – This 7th amendment changes the term of the agreement to commence on July 1, 2020 and expiring on December 31, 2021 (an 18 month period).
 - c) who exercises option to renew – By mutual agreement of the parties.
- 5) Contract Amount – 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 Electronic Patient Care Reporting 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, payment to ADPI is 3.25% of net collections not to exceed \$200,000.00 for the contract period.

In addition, for the additional services relating to the Certified Public Expenditure Program for Emergency Medical Services (“CPE”) and Medicaid Managed Care Supplemental Payment Program, ADPI will be paid contingency fees of 12% of the City’s revenues received and associated with the respective implementation and generation of incremental Medicaid revenues as a result of the CPE for the 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 the City with appropriate documentation.
- 6) Termination Rights – with or without cause.

- 7) Indemnity/Insurance Requirements – n/a.
- 8) Scope of Services – ADPI performs transport billing and collection services associated with emergency medical transport. In addition, ADPI will continue to provide the City with 20 tablets, third party electronic patient care reporting software, administrative reporting system, including training and support as more specifically outlined in Schedule 2.01 of Exhibit “C”. ADPI will also continue to facilitate the CPE and Medicaid Program..
- 9) Other Significant Provisions: a) The revenues realized by the City from the CPE will 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 the City for uncompensated costs associated with the 911 transports of Medicaid patients. These funds are made available through federal regulations which allows states to establish alternative payment methodologies; b) The third party software being provided by ADPI through ESO Solutions, Inc. requires the City to execute a master subscription and license agreement as the user. All payments of the software are the obligation of ADPI; and c) Pursuant to Article VI of Exhibit “C” ADPI is providing limited warranties and disclaimers.

cc: Dr. Wazir Ishmael, City Manager