

**SEVENTH AMENDMENT TO THE RESCUE AMBULANCE BILLING & RELATED
PROFESSIONAL SERVICES AGREEMENT**

THIS SEVENTH AMENDMENT TO AGREEMENT ("Seventh Amendment") is made and entered into as of the ____ day of _____ 2020 with an effective date of July 1, 2020 ("Seventh Amendment Effective Date"), by and between ADVANCED DATA PROCESSING, INC., a Delaware corporation ("Contractor") and the CITY OF HOLLYWOOD ("City"), a municipal corporation of the State of Florida. City and Contractor may each be referred to herein as a "Party" and, collectively, as the "Parties."

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 the 1st 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 2nd 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 3rd 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, on November 15, 2017, the City Commission passed and adopted Resolution No. R-2017-341 which authorized the execution of a 6th amendment to the Agreement which renewed the Agreement for an additional three years through December 31, 2020 inclusive of amended Schedule 2.01 entitled "Rates of Compensation; Collection Efforts"; and

WHEREAS, the Parties desire to revise the term of the Agreement commencing from July 1, 2020 through December 31, 2021, revise Exhibit "C" of the Agreement related to services, and update the Notice provision of the Agreement; and

WHEREAS, in reviewing the current data recapturing and reporting systems, the Fire Department has determined that for efficiency and operational purposes new electronic patient care reporting hardware along with third party software is required; and

WHEREAS, Contractor has agreed to provide the electronic patient care reporting hardware along with third party provider software provided by ESO Solutions, Inc. whereby it is necessary to amend to the existing agreement to reflect such changes.

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 16 of the Agreement entitled "Notices" is amended to read as follows:

To the Contractor: Advanced Data Processing, Inc.
 401 N. Michigan Avenue, Suite 2700
 Chicago, IL 60611
 Attn: Legal Department

2. That Section 3 of the Agreement entitled "TIME OF PERFORMANCE" is amended to read as follows:

3. TIME OF PERFORMANCE. This Agreement shall be from July 1, 2020 through December 31, 2021 under the terms and conditions contained in the Agreement, under the terms and conditions set forth in the Agreement effective January 1, 2007 and such amendments thereto as contained in this Amendment 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.

- 3.. That Exhibit "C" entitled "TRIPTIX PROGRAM" and Exhibit "D" entitled "TRIPTIX PROGRAM SERVICES" are deleted in their entirety and replaced with the attached Exhibit "C" entitled "Electronic Patient Care Reporting Program Addendum" including Schedule 2.01 entitled "Rates of Compensation; Collection Efforts", Section 2.02 entitled "Device Charges."

- 4.. That all references to "Triptix Program" are deleted throughout the Agreement and amendments thereto, and any and all Exhibits with said reference are revised as "Third Party ePCR Software".

- 5.. Capitalized terms not otherwise defined in this Seventh Amendment shall have the meanings ascribed to such terms in the Agreement. Except as set forth above, and in the attached Exhibits, each and every provision of the Agreement, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, Contractor and City, intending to be legally bound, have executed this Seventh Amendment to the Emergency Medical Transport Billing and Collection Services Agreement as of the day and year first above written.

**SEVENTH AMENDMENT TO THE RESCUE AMBULANCE BILLING & RELATED
PROFESSIONAL SERVICES AGREEMENT**

ATTEST:

Patricia A. Cerny, MMC
City Clerk

Approved As To Form And Legal
Sufficiency for the use and reliance
of the City of Hollywood, Florida, only.

Douglas R. Gonzales, City Attorney

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

By: _____
Josh Levy, Mayor

Approved by:

By: _____
Cintya Ramos, Director of
Financial Services

Advanced Data Processing, Inc.

By: _____

Print Name: _____

Title: _____

EXHIBIT C

ELECTRONIC PATIENT CARE (ePCR) REPORTING PROGRAM ADDENDUM

This Electronic Patient Care (ePCR) Reporting Program Addendum (the "Addendum"), effective on the date City receives the Third Party ePCR Software Product and Product Units, as defined below (the Addendum Effective Date), hereby sets forth terms and conditions that apply only to the Product and Product Units listed in this Addendum. The Product, to the extent the terms and conditions of the Agreement are in conflict with this Addendum, the terms of this Addendum shall control. Where not different or in conflict with the terms, conditions and definitions of this Addendum, all applicable terms, conditions, and definitions set forth in the Agreement are incorporated within this Addendum as if set forth herein. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Agreement.

WHEREAS, Contractor will provide to City personal tablet devices (further outlined in Exhibit C, Schedule 2.01) to enter medical records and patient care reports with City's billing and Contractor is willing to make available to City for use with ESO Solutions, Inc. ("Third Party ePCR Software Provider") and its ePCR Software (further defined below) during the Term of the Addendum, as well as subject to the terms and conditions set forth herein; and

WHEREAS, City has expressed a desire to obtain a right to use the Product; and

WHEREAS, City acknowledges that, in connection with the provision of the Product and the Product Unit, Contractor is incurring significant per unit and, in some cases, per User out of pocket expenses.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. For purposes of this Addendum, the following definitions shall apply:

- (a) "Addendum Effective Date" shall mean the date on which the last party to this Addendum executed it.
- (b) "Intellectual Property" shall mean all rights in and to the Third Party ePCR Software, including, without limitation, its copyrights, trademarks, trade dress, trade secrets, patents and patent applications (if any), and "know how" and any other proprietary information developed by the Third Party ePCR Software Provider relevant to its ePCR Software, recognized in any jurisdiction in the world, now or hereafter existing, whether or not registered or registerable.
- (c) "Product" shall mean, collectively, each Product Unit (a tablet PC, personal digital assistant or similar device), the Third Party ePCR Software, a third party wireless card in the name of Contractor and any third-party intellectual property rights, as applicable.
- (d) "Product Unit" shall mean a single data collection device delivered pursuant to the terms and conditions of this Addendum containing one or more elements of the Product but shall not mean any ancillary devices or products provided by persons other than Contractor.
- (e) "Third Party ePCR Software" means the copies of the ePCR software programs as are contained in the Product, including any documentation included therewith. The Third Party ePCR Software Provider may, at its sole discretion, provide corrections and modifications to its

ePCR Software from time to time. All changes, modifications or improvements made or developed with regard to the ePCR Software by the Third Party ePCR Software Provider, whether or not made or developed at City's request, shall be and remain the sole property of the Third Party ePCR Software Provider.

(f) "Third-Party Interface Devices" shall mean those devices that interface with the Product to transfer information, including medical monitoring devices for which Third-Party Intellectual Property Royalty Payments are made.

(g) "Third-Party Intellectual Property Rights" shall mean the Intellectual Property rights of any third-party used in connection with the Product.

(h) "Users" shall mean: (i) any employees of City and (ii) any medical professional who is authorized to perform medical services for City in the area in which City operates its emergency medical services as of this Addendum Effective Date.

ARTICLE II. PRICE AND PAYMENT

2.01 Adjustment to Rates of Compensation under the Agreement. The compensation due and owing Contractor by City shall be increased as described in Section 2.01 of this Addendum during the Term.

2.02 Device Charges. in the event that City terminates this Addendum during the period twenty-four (24) months following the Agreement Effective Date, it shall pay to Contractor device charges as set forth in Schedule 2.02.

ARTICLE III. RIGHT TO USE PRODUCT AND PROPRIETARY RIGHTS

3.01 Right to Use. Commencing on the Addendum Effective Date and subject to the terms and conditions of this Addendum, Contractor grants City and its Users a non-exclusive, non-transferable right to use the Product during the Term. This right to use the Product during the Term does not constitute a sale of the Product or any portion or piece thereof.

3.02 Delivery and Acceptance. Contractor will deliver to City, the Product at mutually agreeable times, after or simultaneously with the Addendum Effective Date.

3.03 No Other Rights. City's rights in the Product will be limited to those expressly granted in this Article III and as set forth in the ESO Master Subscription and License Agreement. All changes, modifications or improvements made or developed with regard to the Product by Contractor, whether or not made or developed at City's request, shall be and remain the property of Contractor. Contractor reserves all Intellectual Property rights and any other rights in and to the Product, except for the Third Party ePCR Software.

3.04 Restrictions. City acknowledges that Contractor and its suppliers, including, without limitation, the suppliers of certain Third-Party Intellectual Property Rights, have, retain and own all right, title and interest in and to the Product, and all patent, copyright, trademark and service mark and trade name and the goodwill associated therewith, trade secret, inventions, technology, ideas, know-how, and all other intellectual property rights and all other rights pertaining thereto. All such right, title and interest shall be and remain the sole property of Contractor. City shall not be an owner of, or have any interest in the Product but rather, such City only has a right to use the Product pursuant to this Addendum. Neither City nor its Users shall: (i) remove any copyright, patent or other proprietary legends from the Product; (ii) sub-license, lease, rent, assign, transfer or allow any third-party any right to use the Product; (iii) alter, modify, copy, enhance or adapt any component of the Product; (iv) attempt to reverse engineer, covert, translate, decompile, disassemble or merge any portion of the Product with any other software or materials; (v) otherwise create or attempt to create any derivative works from this Product, or permit persons who are not Users any access to the Product or its operations, and any attempt to do any of the above shall void all warranties given City by Contractor and shall be a material breach of this Addendum.

3.05 Material Change to Product. If there is any material change in any rules, orders, laws or regulations governing the manner in which this Product operates or in the data provided by third parties (such as changes in the manner of operation of global distribution systems or standards in wireless or non-wireless communications protocols); then upon written notice to City, Contractor will have the right, retroactive to the date of such material change, to modify the way in which this Product delivers data in order to comport with any change in law or regulations or functionality governing the Product. All data used by Contractor for testing and development shall be supplied by City at its expense to Contractor promptly upon request by Contractor to City.

ARTICLE IV. PRODUCT UNITS

4.01 Generally. City and Contractor understand and agree that Contractor shall make available one or more Product Units. City understands and acknowledges that any of the aforementioned Product Units provided by Contractor will be subject to the additional fee described in Section 2.02 of this Addendum. Also, in connection with the potential provision of such Product Units, City agrees:

4.02 City will be responsible for any loss or damage to such Product Units. City agrees to pay:

(a) the cost of repairs in excess of manufacturer extended warranty of any such Product Unit provided to it or (ii), if the Product Unit is irreparable, lost or stolen, for the replacement cost of the Product Unit. City is responsible for repair or replacement costs not covered by extended warranty provided by Contractor. City agrees that City may obtain insurance for such devices provided that Contractor is named as a beneficiary under such insurance. Contractor will use commercially reasonable efforts to provide City with a replacement Product Unit within one (1) business day following the business day on which the request is made.

(b) City agrees that it shall immediately (and in no greater than twenty four (24) hours from City's knowledge of the following) notify Contractor of any loss or theft of a Product Unit (a "Product Unit Loss Event"). Upon Contractor's receipt of notification given by the City of a Product Unit Loss Event, Contractor shall have the right to immediately, without notice to City, suspend

City's access to the Product and the Product Unit until such time as the Product Unit Loss Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Product; (ii) any other intellectual property rights of Contractor; or (iii) the personal data or Protected Health Information gathered by City in the performance of EMS by the City. To the extent that any Product Unit Loss Event involves Protected Health Information, and is subject to HIPAA, as amended by the HITECH Act, City shall comply with all applicable requirements under such laws, including any applicable HIPAA Notification requirements triggered by the Product Unit Loss Event. To the extent that a Product Unit Loss Event requires City to provide HIPAA Notifications, any such notifications shall not include a reference to Contractor unless such a reference is specifically required by HIPAA or other applicable law. Further, if City intends to reference Contractor in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, City shall provide Contractor written notice of its intent to do so no later than ten (10) days prior to City's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to City's provision of notifications to affected individuals, Health & Human Services, and/or prominent media outlets, as applicable). City acknowledges that they are responsible for configuring the Product Unit security password configuration (the "Product Unit Security Configuration") and providing that Users provide adequate safeguard password security.

(c) City may be required to enter into additional agreements with the makers of third-party devices (monitors, scanners, EKG machines, etc.) with respect to the transmission of information between the third party device and the Product Unit. City understands and agrees that Contractor will not be able to provide Product Units unless and until agreements are entered into with the third-party manufacturers of such third party devices. City understands and agrees that its failure to enter into or reach agreements with such third-parties (and any and all consequences of such failure) shall not be deemed to be a default of Contractor under this Addendum or any other arrangement between City and Contractor. City further understands and agrees that the failure to enter into such agreements with these third parties may hinder City's use of certain software features that might otherwise be available to it (for instance, a direct data connection between a third party device and the Product Unit).

4.03 City may be required to obtain new or different medical or other equipment capable of communicating with the Product Unit. City understands and agrees that such new or different medical or other equipment must be obtained at City's sole cost and expense.

4.04 City may request Contractor to support additional medical or other devices. City understands and agrees that the costs of developing an interface may be significant and may involve the payment of royalties to the third-party manufacturers of the device. City further understands and agrees that Contractor has no obligation to undertake the development of interfaces with additional medical or other devices.

ARTICLE V. TERM AND TERMINATION

5.01 Generally. The term of this Addendum shall begin on the Effective Date and shall continue the termination or expiration of the Agreement, unless terminated as provided in Section 5.03 below.

5.02 Termination. Notwithstanding any other language herein or in the Agreement, a termination of this Addendum shall not operate to terminate the Agreement, but a termination of the Agreement shall operate as a termination of this Addendum.

5.03 Termination of Addendum.

(a) If Contractor, at any time, materially fails to perform any obligation required under this Addendum, or breaches any material term or condition of this Addendum, and such material default or breach, being curable, continues uncured for 30 calendar days after written notice from City to Contractor specifying the nature and extent of the failure to materially perform such obligation, City shall have the right to terminate this Addendum upon the expiration of said 30 calendar day period, without any obligation to pay any device charges outlined in Schedule 2.03.

(b) If City, at any time, fails to materially perform any obligation required under this Addendum, or breaches any material term or condition of this Addendum, and such material default or breach, being curable, continues uncured for 30 calendar days after written notice from Contractor to City specifying the nature and extent of the failure to materially perform such obligation, Contractor shall have the right to terminate this Addendum upon the expiration of said 30 calendar day period, and any device charges required by City outlined in Schedule 2.03 shall be immediately due and payable to Contractor.

(c) Termination without Cause. City may terminate this Addendum (but not the Agreement) at any time without cause by providing 30 calendar days prior written notice to Contractor, and making payment in full of the device charges disclosed on Schedule 2.03 with respect to each Product Unit delivered pursuant to this Addendum, which shall be immediately due and payable as of the date of such written notice of termination. As of the effective date of such termination, City shall return all Product Units to Contractor and shall have no further right to access the Product provided hereunder.

(d) Contractor may terminate this Addendum at any time without cause upon six months prior written notice to City.

(e) Obligations Following Termination. Any termination of this Addendum shall not release City or Contractor from any claim of the other accrued hereunder prior to the effective date of such termination. Upon termination of this Addendum, Contractor shall remain the sole owner of the Product and all Intellectual Property and goodwill associated therewith, and City shall assert no rights thereto. Upon termination of this Addendum for any reason, City shall immediately discontinue use of the Product, and within ten calendar days, return each of the Product Units and certify in writing to Contractor that all copies, extracts or derivatives of any item comprising the Product, in whole or in part, in any form, have either been delivered to Contractor or destroyed in accordance with Contractor's instructions. All payments made by City to Contractor hereunder are non-refundable.

ARTICLE VI. LIMITED WARRANTY AND DISCLAIMER:

6.01 Product Warranty. Contractor warrants that each Product Unit delivered to City will be free from material defects when delivered.

6.02 Information/Disclaimer of Warranties with Respect to Data and Information Provided by Third Parties. Some information transmittable or accessible through any Product Unit may have been obtained through sources believed to be reliable (such as various Internet providers, real-time data provided by GPS systems or medical devices or other third party information sources). City agrees that Contractor shall not have any liability whatsoever for the accuracy, completeness, timeliness or correct sequencing of the information, or for any decision made or action taken by City in reliance upon such information or the Product. City further agrees that Contractor shall have no liability whatsoever for the transmission, non-transmission or partial transmission of data through third-party data systems and that such transmission shall be undertaken at City's sole risk, cost and expense.

6.03 Disclaimer. Contractor and its third party suppliers do not warrant that any Product will meet City's requirements or that access to the Product, or the operation of the Product, will be uninterrupted, error-free, that all errors will be timely corrected, or that the data and/or reports generated by the Product will be accurate in the event that any third party information providers have provided inaccurate information. THE WARRANTIES EXPRESSLY PROVIDED IN THIS ADDENDUM AND THE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF CONTRACTOR SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON CONTRACTOR'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF CONTRACTOR. EXCEPT WITH RESPECT TO THEIR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, ARISING IN ANY WAY OUT OF THIS ADDENDUM UNDER ANY CAUSE OF ACTION, WHETHER OR NOT THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON.

6.04 Exclusive Remedy. For any breach of the warranties set forth in Section 6.01, Contractor, shall, following written notice thereof by City, use diligence efforts, at Contractor's sole expense, promptly to repair or replace the nonconforming Product or Product Unit. This is Contractor's sole and exclusive liability, and City's sole and exclusive remedy, for the breach of the above warranties. Contractor shall have no obligation to replace any defective Product Unit which is not returned to Contractor immediately following delivery or which has failed because of accident, abuse or misapplication.

Schedule 2.01
Rates of Compensation; Collection Efforts

From and after the execution of the Seventh Amendment to the Agreement and during the Term of the Agreement, Contractor shall be additionally compensated as follows:

In consideration of the Contractor's services rendered as specifically set forth in this Exhibit and as set forth in Paragraph 20 of the Agreement, 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 any relative Amendments thereto). Any and all payments are contingent upon an annual appropriation by the City Commission.

System "Product" Pricing

Total System Cost for use of the Contractor provided Product Units consisting of twenty (20) Pen-based Panasonic CF-20 Toughbook Tablet Units, Third Party electronic patient care reporting (ePCR) software, Administrative Reporting System, including training and support (heretofore are "Product Unit" or "Product") shall be 3.25% of Net Collections.

Additional units may be added to the addendum by mutual agreement of the parties at the rate of 0.15% of Net Collections for each additional Product Unit.

ESO EHR Suite w/QM & Mobile (25k incidents)	Included
CAD Integration (25k incidents)	Included
Cardiac Monitor Import Connection (20k-30k incidents)	Included
2 Days Training/Travel Costs ESO EHR	Included
ESO EHR Handtevy Integration (25k incidents)	Included
ESO EHR CARES Extract (25k incidents)	Included
Fire Incidents Career FD (6 stations)	Included
Telestaff Integration	Included
1 Day of Fire Training	Included
ESO to Contractor billing integration	Included
Panasonic CF 20 warranty (3 years)	Included
EMSTARS/NEMSIS Reporting	Included
ESO Reporting Solution	Included
ESO EHR Website Reporting	Included
CF 20 Hardware Support (warranty related)	Included

Payments by City

A. The above pricing to be compensated and paid to Contractor monthly for the specified number of Product Unit as follows:

Contract Period* 3.25% of Net Collections not to exceed \$200,000.00 for the period.

*Contract Period is defined as the 18 months starting July 1, 2020 and ending December 31, 2021. Additional Product Units may be added for which the monthly amount will be

increased by 0.15% of Net Collections for each Product Unit and will increase the annual limit by \$5,600 per Product 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 Product Unit fee and the annual limit will be increased proportionately.

Annual Transport Volume –

17,000

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

All revenue realized by the City from the CPE Program for Emergency Medical Services and Medicaid Care Supplemental Payment Program shall be paid in full directly to City. Revenue realized as a result of the 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 for uncompensated costs associated with 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 EMS or Medicaid Managed Care Supplemental Payment revenues are received by the City.

Contractor will invoice and receive revenue upon the receipt of revenue by the City for either initiative, meaning revenue does not have to be generated for both the CPE for EMS and 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 EMS settlement or Medicaid Care Supplemental payments within 30 days of receipt by the City. Contractor will attach any and all documentation to substantiate its invoice requests.

City will remit payment to Contractor within 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 30 days of receipt of revenues by the City. The contingency fees to be paid associated with the respective implementation and generation of incremental Medicaid revenues as a result of the CPE for EMS and Medicaid Managed Care Supplement Payment Programs are 12% of the City’s revenues.

Schedule 2.02
Device Charges

1. Device Charges. City shall be subject to certain device charges as set forth below in the event that City terminates this Agreement, prior to December 31, 2021.
 - a. For termination prior to December 31, 2021, City shall pay Contractor an amount equal to Four Thousand Four Hundred Dollars (\$4,400.00) with respect to each Product Unit.