

**AMENDMENT NO. 1 TO  
SERVICE CONTRACT**

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**THIS IS A FIRST AMENDMENT TO THE SERVICE CONTRACT** dated the  
\_\_\_\_\_ day of \_\_\_\_\_, 2017, between:

**ADVANCED DATA PROCESSING, INC.**, a Delaware corporation d/b/a INTERMEDIX, 6451 N. Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308, hereinafter referred to as "CONTRACTOR,"

and

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY."

**WHEREAS**, the parties entered into an Agreement for Ambulance Billing and Related Professional Consulting Services, ("Original Agreement"), a copy of which is attached hereto and made a part hereof, and approved by City Ordinance No. 2016-81; and

**WHEREAS**, the parties now desire to add Fire Inspection Billing Services to the Services and Scope of Work.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The Original Agreement shall remain in full force and effect except as specifically amended hereinbelow.
3. Paragraph 1 of Exhibit "A" to the Original Agreement is hereby amended as follows:

Exhibit "A-1"  
Compensation & Method of Payment

1. Fees. Contractor shall be paid by City a monthly amount representing fees for the Services provided by Contractor hereunder, computed as follows:

(a) Five and twenty-five hundredths percent (5.25%) per month of all monies collected by Contractor for EMS billing non-Medicaid accounts provided by City less refunds ("Net Collections"), plus

(b) Eleven dollars (\$11.00) per Florida Medicaid beneficiary account, whether or not such account is ultimately paid by Florida Medicaid, plus

(c) Seven hundred dollars (\$700.00) per month for HIPAA-compliant Notice of Privacy Practices sent more specifically described in Exhibit "C" (Optional Services), plus

(d) Nine percent (9%) per month for all monies collected by Contractor for fire inspection billings less refunds ("Net Collections"), plus

(d e) OPTION PROVIDED TO CITY: In the event City elects this Option (d), City will provide written notification to Contractor of acceptance of this Option (d).

(i) Fleeteyes Software: Twenty-three (23) Fleeteyes software/ Zirgo tracking modems for CITY's twenty-three (23) vehicles will be provided to City at no charge, as more specifically described in Exhibit "D" (Fleeteyes Web Applications and Services Transactions Agreement).

(ii) CAD Interface: CONTRACTOR will provide to City at no charge, an interface to City's Computer-Aided Dispatch ("CAD") system for the purpose of supplying the Fleeteyes software in a format suitable as prescribed by Contractor. City acknowledges that Contractor is not responsible for any lack of cooperation by City's CAD vendor in attempting to develop such interface for City. Should City change CAD vendor or substantially change CAD software version after initial implementation, City shall be responsible for costs to implement the new CAD interface, plus

(e f) All amounts set forth in any Exhibit or Schedules, attached hereto.

4. The attached new Exhibit "A-3" (Fire Inspection Billing Services) is added to the Original Agreement and made part of the Original Agreement.

5. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the original agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

6. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be duly executed on the day and year first above written.

"CITY":

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

(SEAL)

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"CONTRACTOR":**

Witnesses:

**ADVANCED DATA PROCESSING, INC.,**  
a Delaware corporation

*Nelanne Santiago*

Nelanne Santiago  
Print Name

*Luna Sturt*

Teresa Agostinelli  
Print Name

By: *Brad Williams*

Brad Williams

Typed or Printed Name

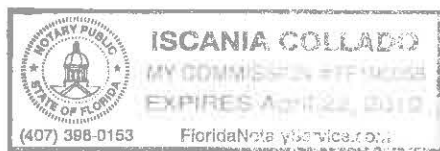
Title: *SVP*

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26 day of October, 2017, by BRAD WILLIAMS as SVP of ADVANCED DATA PROCESSING, INC., a Delaware Corporation, on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



*Iscania Collado*  
NOTARY PUBLIC, STATE OF FLORIDA

*Iscania Collado*  
(Name of Acknowledger Typed, Printed or Stamped)

*FF190058*  
Commission Number

TAL/jrm  
10/20/17  
L:agr/fire/2018-94

**Exhibit "A-3"**  
**Fire Inspection Billing**

1. Pompano Beach Fire Rescue shall fill out electronic forms used for inspections, included will be company name, address of inspection, date of inspection, type of services provided, charges, responsible party name, responsible party address, and fire inspector name and/or inspector number.

2. Pompano Beach Fire Rescue shall, on a daily or weekly basis, submit previous days completed inspection forms through the intermedix designated secure website.

3. Contractor shall update, electronically or manually, inspection data into billing system within seven (7) days of receipt. Contractor shall bill customers within thirty (30) days of receipt of inspection data.

4. Follow up statements shall be sent to customers at thirty (30) day intervals, or on a schedule as deemed most appropriate by Contractor, with a maximum of three (3) statements.

5. Contractor shall follow the City of Pompano Beach approved fire inspection fee schedule, which will be provided by the City.

6. Contractor shall provide monthly reports that include the following (ad-hoc reports shall be provided at no additional cost):

- a. Charges
- b. Collections
- c. Balance due
- d. Number of inspections

7. Payments shall be directed to the City designated bank lockbox address and be posted by Contractor within seven (7) days of receipt.