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3 **RESOLUTION 74, 2012**
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6 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM**
7 **BEACH GARDENS, FLORIDA APPROVING AN AGREEMENT**
8 **WITH ADVANCED DATA PROCESSING, INC. DBA INTERMEDI**
9 **X FOR EMERGENCY MEDICAL SERVICES THIRD-PARTY BILLING**
10 **AND REPORTING SERVICES; AUTHORIZING THE MAYOR TO**
11 **EXECUTE SUCH AGREEMENT; PROVIDING AN EFFECTIVE**
12 **DATE; AND FOR OTHER PURPOSES.**
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16 **WHEREAS**, the City desires to retain the services of Advanced Data Processing,
17 Inc. (ADPI) to provide emergency medical services third-party billing and reporting
18 services in accordance with the City's Request for Proposals No. RFP2012-004FR; and
19

20 **WHEREAS**, an agreement for emergency medical services third-party billing and
21 reporting services with ADPI has been prepared and is attached hereto as Exhibit "A";
22 and
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24 **WHEREAS**, the City Council deems approval of this Resolution to be in the best
25 interests of the health, safety, and welfare of the residents and citizens of the City of
26 Palm Beach Gardens and the public at large.
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29 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY**
30 **OF PALM BEACH GARDENS, FLORIDA that:**
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32 **SECTION 1.** The foregoing recitals are hereby affirmed and ratified.
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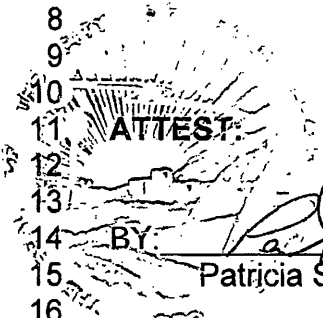
34 **SECTION 2.** The City Council hereby approves the Emergency Medical Services
35 Third-Party Billing and Reporting Services Agreement with Advanced Data and
36 Processing, Inc. and hereby authorizes the Mayor to execute such agreement.
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38 **SECTION 3.** This Resolution shall become effective immediately upon adoption.
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PASSED AND ADOPTED this 9th day of August, 2012.

CITY OF PALM BEACH GARDENS, FLORIDA

BY: David Levy
David Levy, Mayor



ATTEST

BY: Patricia Snider
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: R. Max Lohman
R. Max Lohman, City Attorney

VOTE:

AYE NAY ABSENT

MAYOR LEVY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VICE MAYOR PREMURROSO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER TINSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER RUSSO	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COUNCILMEMBER JABLIN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[Handwritten signature]

EXHIBIT "A"

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to the City: City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Manager
Facsimile: (561) 799-4111

With a copy to: City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Attorney
Facsimile: (561) 799-4139

As to the Contractor: Advanced Data Processing, Inc.
dba Intermedix
6451 North Federal Highway, Suite 1000
Fort Lauderdale, Florida 33308
Attn: Doug Shamon, President & CEO
Facsimile: (954) 308-8725

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

This Agreement shall be effective from the date executed by both parties and for three (3) years until July 31, 2015, with the option to renew for an additional two (2) years at the City's sole discretion.

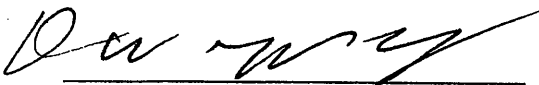
ARTICLE 6. CONTRACT AMOUNT

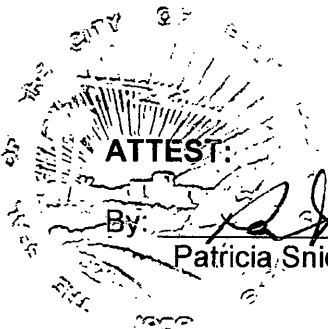
The estimated contract amount is Four Hundred Thousand Dollars (\$400,000) for the initial contract term of three (3) years. Notwithstanding the estimated contract amount, the City does not guarantee to the Contractor that this amount will be expended during the contract term.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.


Executed by the City this 9th day of August, 2012.

CITY OF PALM BEACH GARDENS, FLORIDA

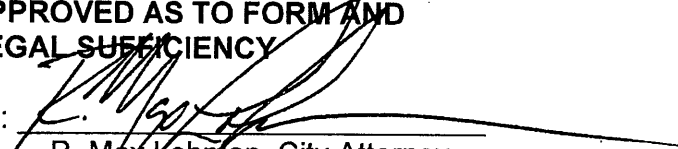
By: 
David Levy, Mayor



ATTEST:

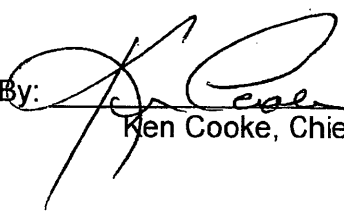
By: 
Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**


By: 
R. Max Lohman, City Attorney

Executed by the Contractor this 23 day of July, 2012.

**ADVANCED DATA PROCESSING, INC.
dba INTERMEDIX**

By: 
Ken Cooke, Chief Operating Officer

WITNESSES:

By: 
Print Name: Cindy Gardner

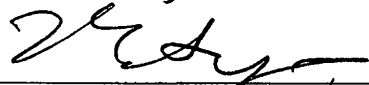
By: 
Print Name: Pamela S. Krop

EXHIBIT "A"

PRICING SCHEDULE

9.1 RATES

The City shall pay the Contractor at the below price rates for the Contractor's provision of the services and performance of the contract as per the Scope of Services and the terms and conditions:

- a. Billings
 - i. Percentage of Net Collections
(Total collections less refunds): 4.75%
 - ii. Flat Fee for Medicaid-related Collections: \$7.00 per Medicaid Claim

- b. Reporting
 - Electronic Patient Care Reporting Services
 - i. For Five (5) Transport Units: 1.75%
 - ii. For Spare Unit: 0.25%

NOTE: The City is exempt from paying sales and excise taxes. A tax-exempt certificate will be provided upon request.



PALM BEACH GARDENS
"A unique place to live, learn, work & play"

**City of Palm Beach Gardens
Office of the City Clerk
Letter of Transmittal**

DATE: August 10, 2012

TO: Advanced Data Processing, Inc.
d/b/a Intermedix
6451 North Federal Highway, Suite 1000
Fort Lauderdale, FL 33308
Attn: Doug Shamon, President & CEO

Re: Agreement for Emergency Medical Services Third-Party Billing and Reporting Services

For Your Records

For Recording

As Requested

Returned for Corrections

For Review and Signature

Other: _____

Signed _____

Patricia Snider, CMC, City Clerk