

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 17-088

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA,
APPROVING A MASTER SERVICE AGREEMENT PIGGYBACK
ADDENDUM WITH PST SERVICES, LLC FOR THE
PROVISION OF EMERGENCY MEDICAL TRANSPORT
BILLING AND COLLECTION SERVICES; PROVIDING FOR
TRANSITION OF SERVICES; PROVIDING FOR AN
EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MARGATE, FLORIDA:

Section 1: That the City Commission of the City of
Margate approves a Master Service Agreement Piggyback Addendum
with PST Services, LLC for the provision of Emergency Medical
Transport Billing and Collection Services.


Section 2: That the Mayor and City Manager are
authorized and directed to execute the Agreement on behalf of the
City of Margate, a copy of which is attached and made a part of
this Resolution.

Section 3: That City Administration is authorized and
directed to take all necessary action to effect the termination
of services pursuant to the Agreement as amended (Resolution 11-
946) with Advanced Data Processing, Inc., d/b/a Intermedix, and
transition to services provided by PST Services, LLC, pursuant to
this Agreement.

Section 4: That this Resolution shall become effective
immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 21ST day of JUNE, 2017.

ATTEST:


JOSEPH J. KAVANAGH,
CITY CLERK


MAYOR TOMMY RUZZANO

RECORD OF VOTE

Caggiano	<u>YES</u>
Simone	<u>YES</u>
Peerman	<u>YES</u>
Schwartz	<u>YES</u>
Ruzzano	<u>YES</u>

**MASTER SERVICE AGREEMENT
PIGGYBACK ADDENDUM**

THIS PIGGYBACK ADDENDUM (the "Agreement") is entered into this 21st day of June, 2017, (the "Effective Date") by and between PST Services LLC (the "Contractor") and the City of Margate (the "City"). Contractor and the City are each referred to individually herein as a "Party" and referred to collectively as the "Parties." The Parties hereto acknowledge, understand, and agree that upon the Effective Date of this Addendum, the Parties agree to the terms and conditions set forth in the Professional Services Agreement for RFP547382, effective September 20, 2016 and Amendment No. 1 to such Professional Services Agreement, effective November 29, 2016 by and between the City of Miami and PST Services LLC successor-in-interest to PST Services, Inc. which is hereby piggybacked and shall be referred to herein as the ("Piggyback Agreement"). The Piggyback Agreement is hereby modified as follows:

1. The Parties acknowledge and agree that all prior agreements, understandings, and work orders between the City of Miami and Contractor are hereby nullified and superseded, and to the extent that the Piggyback Agreement is inconsistent with or contrary to this Agreement or any of the provisions contained herein, this Agreement shall govern and take precedence over such contrary terms.
2. All references to the City of Miami are replaced with the City of Margate.
3. The Parties acknowledge and agree that any action arising out of this Agreement shall take place in Broward County, Florida.
4. The below Notice provision is hereby added to the Piggyback Agreement and said provision shall replace and supersede any notice provisions that may be set forth in the Piggyback Agreement that may conflict with and/or be inconsistent with the provision stated below. The Notice provision shall state as follows:

Notice

All notices related to this Agreement and/or the Parties' performance of this Agreement must be in writing. Written notice, moreover, shall be deemed to have been duly served if delivered in person to the Contractor or the City, with a written receipt, or shall be deemed to have been duly given on the date said notice was mailed by United States Certified or Registered Mail, Return Receipt Requested, postage prepaid, and addressed as follows (or to such other address as any Party may specify by notice to all other Parties as aforesaid):

For City:

City Manager
City of Margate
5790 Margate Blvd.
Margate, FL 33063

cc: City Attorney

For Contractor:

President
PST Services LLC
5995 Windward Parkway
Alpharetta, GA 30005

cc: General Counsel at the same address

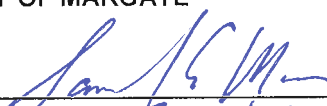
5. The below Telephone Consumer Protection Act ("TCPA") provision is hereby added to the Piggyback Agreement and said provision shall replace and supersede any TCPA provision that may be set forth in the Piggyback Agreement that may conflict with and/or be inconsistent with the provisions stated below. The TCPA provision shall state as follows:


Telephone Consumer Protection Act (TCPA)

The City shall obtain all necessary consents and agreement from patients to ensure that Contractor can comply with all applicable federal and state laws and regulations in providing the Services including, but not limited to, HIPAA (as defined herein), and the Telephone Consumer Protection Act (47 U.S.C. Section 227) and related regulations, as well as similar state laws and regulations governing telephone communications with consumers. The City shall ensure that all information it provides to Contractor may be used by Contractor for telephone contacts, including obtaining and maintaining a record of the consent they City has obtained from patients to receive telephone contacts from or on behalf of the City.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

CITY OF MARGATE

By: 
Print Name: Samuel A. May
Title: City Manager
Date: June 21, 2017


Tommy Ruzzano, Mayor
Date: June 21, 2017

PST SERVICES LLC

By: 
Print Name: Christine Rice
Title: SVP CFO TES
Date: 6/13/17

CONFIDENTIAL AND PROPRIETARY

City: City of Margate
Amendment Number: P201910024046

AMENDMENT

This amendment (the "**Amendment**") amends the Professional Services Agreement (RMS156278) that became effective on June 21, 2017 (the "**Agreement**"), between City of Margate ("**City**") and Change Healthcare Technology Enabled Services, LLC, formerly known as PST Services, LLC, ("**Contractor**") and is effective as of the latest date in the signature block below.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Name Change. The parties acknowledge and agree that: (i) Change Healthcare Technology Enabled Services, LLC assumed all rights and responsibilities of PST Services, LLC ("**PST**") under the Agreement, and (ii) all references to PST or PST LLC in the Agreement or any amendment or addendum or exhibit or schedule to the Agreement shall be deemed to have been changed to Change Healthcare Technology Enabled Services, LLC ("**Contractor**").
2. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.
3. Capitalized terms used herein and not otherwise defined have the same meaning as in the Agreement. In the event any term or condition of this Amendment is inconsistent with any term or condition of the Agreement, the terms of this Amendment will control. Except as stated above, all terms of the Agreement shall remain in full force and effect. Contractor and City represent and warrant that they have the full power and authority to enter into this Amendment, that there are no restrictions or limitations on their ability to perform under this Amendment, and that the person executing this Amendment has the full power and authority to do so.

IN WITNESS WHEREOF, and in agreement hereto, the parties have executed this Amendment on the dates set forth below.

CITY OF MARGATE

By: Christine Rice
Print Name: Christine Rice
Title: SVP CFO TES
Date: 8/2/18

CHANGE HEALTHCARE TECHNOLOGY ENABLED SERVICES, LLC

By: Samuel May
Print Name: Samuel May
Title: CITY MANAGER
Date: 8/13/18