

**AMENDMENT NO. 2 TO AGREEMENT BETWEEN  
CITY OF MARGATE  
AND  
ADVANCED DATA PROCESSING, INC.  
FOR AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES**

THIS AMENDMENT NO. 2 ("Amendment") is made and entered into this 3<sup>rd</sup> day of March, 2016 (the "Effective Date") by and between **City of Margate**, a Florida municipal corporation ("CITY") and **Advanced Data Processing, Inc.**, a Delaware corporation ("INTERMEDIX").

**WHEREAS**, CITY and INTERMEDIX are parties to the Agreement for Ambulance Rescue Billing & Related Professional Services ("Agreement") effective as of September 1, 2011, as amended.

**NOW THEREFORE**, CITY and INTERMEDIX agree to amend the Agreement as follows:

1. Subsection 5.01 (a) (Fees) of the Agreement is deleted in its entirety and replaced with the following:

“(a) Five percent (5.0%) of all monies collected by INTERMEDIX for EMS provided by CITY excluding amounts collected for Medicaid, less refunds (“Net Collections”), plus”

2. Subsection 2.02 (i) (Product Fees) of Exhibit D Addendum to Service Agreement (TripTix Program) is deleted in its entirety and replaced with the following:

“(i) Two and thirty-three hundredth percent (2.33%) of all Net Collections for use of Intermedix provided field data capturing and reporting system consisting of Eleven (11) Product Units and Two (2) spare Product Units. The two (2) spare Product Units will be provided to CITY and no additional charge; and”

3. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Agreement. All terms and conditions of the Agreement are hereby ratified and shall remain in full force and effect except to the extent this Amendment expressly modifies or is inconsistent with the terms and conditions of the Agreement, in which case the terms of this Amendment shall be controlling.

**IN WITNESS OF**, the parties have executed this Amendment to the above-referenced Agreement effective as of the Effective Date.

**CITY:**

**CITY OF MARGATE  
A FLORIDA MUNICIPAL CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Mayor

**Attest:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Manager

**INTERMEDIX:**

**ADVANCED DATA PROCESSING, INC.  
A SUBSIDIARY OF INTERMEDIX  
CORPORATION,  
a DELAWARE CORPORATION**

By: Brad Williams

Name: Brad Williams

Title: Vice-President