





**Pompano Beach  
Fire Rescue**

**FIRE ADMINISTRATION  
MEMO # 09-A252**

**To:** Harry Small, Fire Chief  
**From:** Michael Hohl, Division Chief *MH*  
**Date:** 09/17/09  
**Re:** Second Addendum to ADPI Contract re: Red Flag Rules

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Attached is the Second Addendum to the Agreement with Advanced Data Processing, Inc. (ADPI). This addendum is necessary to comply with the Federal "Red Flag Rules" regarding protection from patient identity theft. Please present this addendum to the City Commission for approval. Thank you.

RESOLUTION NO. 2010-\_\_\_\_\_

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND ADDENDUM, TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND ADVANCED DATA PROCESSING, INC., PROVIDING FOR RESCUE AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Second Addendum to the Agreement between the City of Pompano Beach and Advanced Data Processing, Inc., a copy of which Second Addendum is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Second Addendum between the City of Pompano Beach and Advanced Data Processing, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

**SECOND  
ADDENDUM**

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**THIS SECOND ADDENDUM TO THE AGREEMENT** entered into on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2009 by and between:

**CITY OF POMPANO BEACH**, a municipal corporation of the  
State of Florida, with offices located at 100 West Atlantic Boulevard,  
Pompano Beach, Florida, hereinafter referred to as "CITY,"

and

**ADVANCED DATA PROCESSING, INC.**, a Delaware  
corporation, located at 6451 North Federal Highway, Suite 102, Fort  
Lauderdale, Florida 33308, hereinafter referred to as  
"CONTRACTOR."

**WHEREAS**, the CITY and CONTRACTOR entered into an Agreement for Rescue  
Ambulance Billing and Related Professional Services commencing on April 18, 2009, a copy of  
which is attached hereto as Exhibit "A" and hereinafter referred to as "Agreement"; and

**WHEREAS**, the Agreement was extended by Addendum for an additional one year term by  
Resolution 2009-153; and

**WHEREAS**, the parties desire to modify the terms of the existing Agreement to provide for  
identity theft prevention.

**NOW, THEREFORE**, the parties agree as follows:

1. The Agreement for Rescue Ambulance Billing and Related Professional Services,  
formerly approved by Resolution No. 2009-302, between CITY and CONTRACTOR shall be  
amended as follows:

**20. IDENTITY THEFT PROGRAM.** CONTRACTOR agrees to comply with the  
Identity Theft Red Flag Rules promulgated under the Fair and Accurate Credit  
Transactions Act of 2003 ("Red Flag Rules") found in 16 C.F.R. Part 681 on behalf  
of itself and the CITY.

CONTRACTOR will ensure that its activities are conducted in accordance with reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft.

CONTRACTOR will maintain policies and procedures to detect a pattern, practice, or specific activity that indicates the possible existence of Identity Theft , a "Red Flag," that may arise in the performance services performed on behalf of the CITY for the term of this Agreement.

CONTRACTOR agrees to use reasonable efforts to ensure that any agent or party who performs services on behalf of CONTRACTOR in connection with CITY's accounts, including a subcontractor, has implemented reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

CONTRACTOR also agrees to alert CITY of any pattern, practice, or specific activity that indicates the possible existence of Identity Theft , a "Red Flag," of which CONTRACTOR becomes aware, and the steps taken by CONTRACTOR to mitigate any potential security compromise that may have occurred, and provide a report of any threat of identity theft as a result of the incident.

2. All the terms, covenants and conditions contained in the Agreement, as amended, now existing between CITY and CONTRACTOR, a copy of which is attached hereto as Exhibit "A" and made a part hereof, with the exception of the provisions herein above, shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained therein.

3. This Agreement shall bind the parties and their respective executors, administrators, successors and assigns.

**IN WITNESS WHEREOF**, the parties to this Eighth Addendum have hereunto set their hands and seals on the day and year first above written.

**"CONTRACTOR":**

Witnesses:

ADVANCED DATA PROCESSING, INC.  
a Delaware corporation

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Typed or Printed Name

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_ as \_\_\_\_\_ of ADVANCED DATA PROCESSING, INC., a Delaware corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

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

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

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

\_\_\_\_\_

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

\_\_\_\_\_

By: \_\_\_\_\_  
PHYLLIS A. KORAB  
INTERIM CITY MANAGER

Attest:

\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK  
CITY CLERK

(SEAL)

Approved by:

\_\_\_\_\_  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by **LAMAR FISHER** as Mayor, **PHYLLIS A. KORAB** as Interim City Manager, and **MARY L. CHAMBERS** 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

GBL/jrm  
9/11/09  
l:agr/fire/2009-2001