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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: March 3, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(O)(1)(A)

Resolution No. R-187-09

Subject: Recommendation to Modify Contracts 68A, 68B and 68C for Medical Transportation (Ambulance) Services

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Recommendation

It is recommended that the Board of County Commissioners approve contract modifications for medical transportation (ambulance) services. Contract 68A (Miami-Dade Fire Rescue), requires a modification to the liquidated damages provision and a time only extension of one year; Contract 68B (Miami-Dade Corrections) requires a time only extension of one year; and Contract 68C (Public Health Trust) requires additional spending authority and a time extension of one year.

Scope

The impact of the item in the accompanying package is countywide in nature.

Fiscal Impact/Funding Source

The additional allocation amount requested for Contract 68C is $40,000. The funding source of the additional allocation is General Fund. ***Funding will be expended only if the department's budget can support the expenditures approved in their Resource Allocation Plan adopted annually by the Board.***

Track Record/Monitor

Liquidated Damages in the amounts of $625,560 (2007) and $595,452 (2008) have been paid by AMR in relation to Contract 68A for not meeting response times as required in the original contract. The Department of Emergency Management and Homeland Security is the contract manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to extend the contracts in accordance with the terms and conditions of the contract.

Background

This request for contract modifications pertains to three contracts for medical transportation services for urgent/non-urgent response to calls from Miami-Dade Fire Rescue and Municipal Fire departments, Miami-Dade Corrections and Rehabilitation, and for the Public Health Trust for interagency transfers to public health facilities.

- Contract 68A with Randle-Eastern Ambulance Services, Inc. d/b/a American Medical Response (AMR) provides services at the request of the Miami-Dade Fire Rescue Department (MDFR) as backup to basic life support services. These services are paid by the clients served via direct payment or insurance. A one-year time only extension and a modification to the liquidated damages provision is requested.

Recently, MDFR has utilized its own resources to provide some of the services previously provided by AMR under contract 68A. This has resulted in a decreased number of calls made to AMR. As such, the contractor has had to decrease the number of ambulances available for these services. This has affected response times. Response times are tied directly to liquidated damages, which apply if the contractor does not respond within the required timeframe. Miami-Dade County and AMR have discussed an acceptable modification to the response times in consideration of this decrease in requested services. The Department of Emergency Management and Homeland Security is also requesting that the other two contracts (68B and 68C) be extended for an additional year. This will allow sufficient time to develop a new solicitation and mange the competitive process to result in a new contract for these services.

- Contract 68B with AMR provides services for the Miami Dade Corrections and Rehabilitation Department. A one-year time only extension is requested.

- Contract 68C with MCT Express, Inc. d/b/a Miami-Dade Ambulance Service is for medical transportation services for interagency transfers to community health facilities, used by the Public Health Trust and subsidized by the County. A one-year extension and additional spending authority in the amount of $40,000 is requested.

The one-year extension is necessary in order to develop the solicitation and manage the competitive process for the successor awards. A new solicitation will be prepared for all three contracts in time to provide coverage once this contract expires. These contracts must remain in active status with adequate funding (for Contract 68C) to provide the necessary medical transportation (ambulance) services needed to service Miami-Dade County residents.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: March 3, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Mayor's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(O)(1)(A)

3-3-09

RESOLUTION NO. **R-187-09**

RESOLUTION APPROVING CONTRACT MODIFICATIONS FOR MEDICAL TRANSPORTATION SERVICES, CONTRACTS 68A, 68B AND 68C TO MODIFY THE LIQUIDATED DAMAGES PROVISION, EXTEND THE CONTRACT TERM, AND INCREASE THE CONTRACT ALLOCATION BY $40,000 FOR CONTRACT 68C; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUPPLEMENTAL AGREEMENTS FOR AND ON BEHALF OF MIAMI-DADE COUNTY, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves contract modifications for Medical Transportation (Ambulance) Services, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any other rights contained therein.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **aye**

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**absent**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of March, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

Oren Rosenthal

SUPPLEMENTAL AGREEMENT NO. 1

Contract Number: **68A**

Contract Title: **Medical Transportation Service (Ambulance) for Group 1 Urgent/Non-Urgent Response Fire Rescue System**

Contractor: **Randle-Eastern Ambulance Service, Inc.**
d/b/a American Medical Response
7255 NW 19th Street
Miami, Florida 32126

In accordance with the above referenced Contract, this Supplemental Agreement No. 1 when properly executed becomes a part of the Contract, effective _____ and shall provide for changes as state below:

1) This agreement is extended for a period of one year commencing March 17, 2009 through March 16, 2010.

2) Add definition in Article 1 "Definitions", new item "n) The words "Arrival Time" to mean the time at which the ambulance arrives onsite at the physical address provided by the Fire Rescue Dispatcher.

3) Article 12 in the Agreement is changed as follows; replace entire second paragraph with the following:

   Urgent/Non-Urgent Response Penalties for Group 1

   From the time a unit is requested by a Fire Rescue Dispatcher, an Ambulance shall be on-scene in less than fifteen (15) minutes.

   An Arrival Time (defined as) greater than ten (10) minutes and zero (0) seconds from this required on-scene arrival time of fifteen (15) minutes and zero (0) seconds shall incur a penalty. The official arrival time records for tracking performance shall be the Fire Rescue dispatch record log.

   Twenty-five (25) minutes and zero (0) seconds, through forty-five (45) minutes and zero (0) seconds shall incur penalties of seventy-five dollars ($75) per occurrence.

   Any response that exceeds forty-five (45) minutes shall incur a penalty of one hundred fifty dollars ($150) per occurrence.

   If at any time the Contractor notifies the County that there is no ambulance available, penalties of one hundred fifty dollars ($150) shall be accessed per occurrence. In

addition, the Contractor shall submit a letter of explanation to the Ambulance Contract Compliance Officer within 10 business days of the occurrence.

Any response unit that arrives without the equipment that is required under section "Ambulance Equipment", and which is required for the transport of the patient, shall be assessed fifty dollars ($50) in penalties.

4) In Appendix A (Scope of Services) of the Contract, Article 1 Introduction/Background, replace first sentence of paragraph entitled Arrival Time, middle of Page 1, with the following:

"The invoice shall contain at a minimum the following: time call received, estimated time of arrival, time vehicle is dispatched, station and vehicle number, Contractor's and authorized agency dispatch/voucher numbers, type of call, name of patient, location of patient, destination address, time arrived on-scene, computation of response time, computation of response time in excess of performance standard, when applicable, reassignment, if applicable, and detailed charges for calls."

5) In Appendix A (Scope of Services) of the Contract, Article 2 Requirements and Services to be Provided insert immediately below title the following:

Estimated Time of Arrival
The Contractor will ensure that an estimated time of arrival (ETA) is provided when a request, for an ambulance is made by the Fire Rescue Dispatcher.
The Fire Rescue Dispatcher may cancel the request, without penalty to the Contractor, if the ETA is unacceptable to the on-scene requestor.

All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein amended.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to County Contract No. 68A.

Contractor	Miami-Dade County
By:	By:
Name: ROBERT GARNER	Name:
Title: CEO	Title:
Date: 12/22/2008	Date:
Attest: Therese M. F.	Attest:
Corporate Secretary/Notary	Clerk of the Board
Corporate Seal/Notary	Approved as to form and legal sufficiency
NOTARY PUBLIC STATE OF FLORIDA THERESE M. FLINGOS MY COMMISSION # DD 577757 EXPIRES: October 25, 2010 Bonded Thru Budget Notary Services	Assistant County Attorney

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SUPPLEMENTAL AGREEMENT NO. 1

Contract Number: **68B**

Contract Title: **Medical Transportation Services (Ambulance) for Group 2 Urgent/Non-Urgent Fire Rescue System**

Contractor: **Randle-Eastern Ambulance Service, Inc.**
d/b/a American Medical Response
7255 NW 19th Street
Miami, Florida 32126

In accordance with the above referenced Contract, this Supplemental Agreement No. 1 when properly executed becomes a part of the Contract, effective _____ and shall provide for changes as state below:

1) This agreement is extended for a period of one year commencing March 17, 2009 through March 16, 2010.

All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein amended.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to County Contract No. 68B.

Contractor	Miami-Dade County
By: _____	By: _____
Name: ROBERT GARNER	Name: _____
Title: CEO	Title: _____
Date: 11/22/2008	Date: _____
Attest: _____ Corporate Secretary/Notary	Attest: _____ Clerk of the Board
Corporate Seal/Notary	Approved as to form and legal sufficiency
NOTARY PUBLIC STATE OF FLORIDA THERESE M. FLINGOS MY COMMISSION # DD 577757 EXPIRES: October 25, 2010 Bonded Thru Budget Notary Services	_____ Assistant County Attorney

SUPPLEMENTAL AGREEMENT NO. 1

Contract Number: **68C**

Contract Title: **Medical Transportation Services (Ambulance) for Group 3 Urgent/Non-Urgent Fire Rescue System**

Contractor: **MCT Express, Inc. d/b/a Miami-Dade Ambulance Service**
2766 NW 62nd Street
Miami, Florida 32147

In accordance with the above referenced Contract, this Supplemental Agreement No. 1 when properly executed becomes a part of the Contract, effective _____ and shall provide for changes as state below:

1) This agreement is extended for a period of one year commencing March 17, 2009 through March 16, 2010.

All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein amended.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to County Contract No. 68C.

Contractor	Miami-Dade County
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Attest: _____	Attest: _____
Corporate Secretary/Notary	Clerk of the Board
Corporate Seal/Notary	Approved as to form and legal sufficiency
REINALDO ESPINOSA MY COMMISSION # DD 613336 EXPIRES: March 9, 2011 Bonded Thru Notary Public Underwriters	_____ Assistant County Attorney