## CITY OF MIRAMAR PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: June 17, 2025
Presenter's Name and Title: Jermaine McFarlane, Chief, on behalf of Fire-Rescue
Prepared By: Carol Vergara, Fire Administrative Budget Manager
Temp. Reso. Number: 8417
Item Description: Temp. Reso. #R8417 approving the purchase of Emergency Medical Transport Billing and Collection Services from Change Healthcare Technology Enabled Services LLC, in the amount of \$181,000 during Fiscal Year 2025, utilizing the City of Lauderhill's Agreement #RMS155980, as amended. (Fire-Rescue Chief Jermaine McFarlane)
Consent $oxtimes$ Resolution $oxtimes$ Ordinance $oxtimes$ Quasi-Judicial $oxtimes$ Public Hearing $oxtimes$
Instructions for the Office of the City Clerk: None
Public Notice – As required by the Sec of the City Code and/or Sec, Florida Statutes, public notice for this item was provided as follows: on in a ad in the ; by the posting the property on and/or by sending mailed notice to property owners within feet of the property on
Special Voting Requirement – As required by Sec, of the City Code and/or Sec, Florida Statutes, approval of this item requires a (unanimous, 4/5ths etc.) vote by the City Commission.
Fiscal Impact: Yes ⊠ No □
<b>REMARKS:</b> Funding in the amount of \$181,000 is available in the Fire-Rescue Fiscal Year 2025 budget expenditure line: 001-30-307-526-000-603420 (EMS Billing and Collections).

### Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR 8417
- Attachment(s)
  - Attachment 1: Piggyback Agreement with Change Healthcare Technology Enabled Services LLC



### CITY OF MIRAMAR INTEROFFICE MEMORANDUM

TO:

Mayor, Vice Mayor, & City Commissioners

FROM:

Dr. Roy L. Virgin, City Manager

BY:

Jermaine McFarlane, Fire-Rescue Chief

DATE:

June 11, 2025

RE:

Temp. Reso. No. 8417, approving the purchase of Emergency Transport Billing and Collection Services from Change Healthcare Technology Enabled Services, LLC, in the amount of \$181,000 during Fiscal Year 2025, utilizing the City of Lauderhill's Agreement #RMS155980, as

amended

**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 8417, approving the purchase of Emergency Transport Billing and Collection Services from Change Healthcare Technology Enabled Services LLC, in the amount of \$181,000 during fiscal year 2025, utilizing the City of Lauderhill's Agreement #RMS155980, as amended.

**ISSUE:** Pursuant to Section 2-412(a)(1) of the City's Procurement Code, City Commission approval is required for a purchase or combined purchases by a single City department totaling \$75,000 or more from the same person or entity in a fiscal year.

BACKGROUND: The City's Fire Rescue Department utilizes the services of Change Healthcare Technology Enabled Services, LLC to provide Emergency Medical Transport Billing and Collection Services, piggybacking Agreement # RMS155980 between the City of Lauderhill and Change Healthcare. The Agreement is set to expire on August 1, 2026.

<u>DISCUSSION:</u> The City's Fire Rescue Department (the "Department") currently responds to approximately 14,000 requests for assistance annually from residents and visitors of the city. Some of these requests are medical in nature, and the Department

provides Basic Life Support (BLS) and Advanced Life Support (ALS), which may also include a patient being transported to a medical facility. Once a transport has been completed, the City's contracted provider, Change Healthcare Technology Enabled Services, LLC, then invoices each individual who received services for the services rendered.

<u>ANALYSIS:</u> Funding is available from the Emergency Medical Services account number 001-30-307-526-000-603420, entitled "EMS Billings and Collections".

### CITY OF MIRAMAR MIRAMAR, FLORIDA

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PURCHASE OF EMERGENCY MEDICAL TRANSPORT BILLING AND COLLECTION SERVICES FROM CHANGE HEALTHCARE TECHNOLOGY ENABLED SERVICES, LLC, IN THE AMOUNT OF \$181,000 DURING FISCAL YEAR 2025 UTILIZING THE CITY OF LAUDERHILL'S AGREEMENT #RMS155980, AS AMENDED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar's Fire Department utilizes the services of Change Healthcare Technology Enabled Services, LLC ("Change Healthcare") to provide emergency medical transport billing and collection services ("Services"); and

WHEREAS, the Fire Department anticipates a total spend in the amount of \$181,000 in Fiscal Year 2025 for the Services; and

WHEREAS, pursuant to section 2-412(a)(1) of the City's Procurement Code, City Commission approval is necessary for a purchase or combined purchases by a single City Department of, or contract for, commodities or services exceeding \$74,999 from the same person or entity in a fiscal year; and

WHEREAS, the Fire Department wishes to utilize the City of Lauderhill Agreement No. RMS155980, as amended, to purchase Emergency Medical Transport Billing and Collections Services from Change Healthcare Technology Enabled Services, LLC, in the amount of \$181,000 in Fiscal Year 2025; and

Reso.	No.		

WHEREAS, the City Manager recommends approval of the purchase of

Emergency Medical Transport Billing and Collection Services from Change Healthcare

Technology Enabled Services, LLC, in the amount of \$181,000 in FY25, utilizing the City

of Lauderhill Agreement No. RMS155980; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens

and residents of the City of Miramar to approve the purchase of Emergency Medical

Transport Billing and Collection Services from Change Healthcare Technology Enabled

Services, LLC in the amount of \$181,000 for Fiscal Year 2025, utilizing the City of

Lauderhill Agreement No. RMS155980, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF

MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as

being true and correct and are made a specific part of this Resolution.

**Section 2:** That the City Commission approves the purchase of Emergency

Medical Transport Billing and Collection Services from Change Healthcare Technology

Enabled Services, LLC, in the amount of \$181,000 in Fiscal Year 2025, utilizing the City

of Lauderhill Agreement No. RMS155980, as amended.

Section 3: That the appropriate City officials are authorized to do all things

necessary and expedient to carry out the aims of this Resolution.

**Section 4:** That this Resolution shall take effect immediately upon adoption.

Reso. No. \_\_\_\_\_

2

Temp. Reso. No. 8417 4/29/25 6/10/25

PASSED AND ADOPTED this	day of,	·
	Mayor, Wayne M. Messam	
	mayor, rrayno mi moccam	
	Vice Mayor, Yvette Colbourne	
ATTEST:		
City Clerk, Denise A. Gibbs		
I HEREBY CERTIFY that I have approve this RESOLUTION as to form:	ed	
City Attorney, Austin Pamies Norris Weeks Powell, PL	_ LC	
	Requested by Administration Commissioner Maxwell B. Chambers Commissioner Avril Cherasard Vice Mayor Yvette Colbourne Commissioner Carson Edwards Mayor Wayne M. Messam	Voted

# CITY OF MIRAMAR AGREEMENT FOR EMERGENCY TRANSPORT BILLING and COLLECTION SERVICES (Piggyback Competitive Award)

This Agreement is made this 17 day of 100, 2023 (the Effective Date), between the City of Miramar, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), and Change Healthcare Technology Enabled Services, LLC (the "Service Provider").

#### WITNESSETH:

**WHEREAS**, Service Provider wishes to enter into this Agreement ("Agreement") with City to provide Emergency Transport Billing services to the City ("Services"); and;

**WHEREAS**, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Lauderhill and the Service Provider as set forth in the City of Lauderhill Request for Proposal No. 2017-008 (the "RFP"); and

**WHEREAS**, Section 2-450 of the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

**NOW THEREFORE**, the parties, in consideration of the mutual promises and covenants contained in this Agreement, the receipt and sufficiency of which is acknowledged, agree as follows:

- 1. <u>Contract Terms.</u> Service Provider agrees to provide the City with the Services in accordance with the City's requirements as set forth herein and the Master Services Agreement (RMS155980) between the City of Lauderhill EMS, Florida and Service Provider effective September 27, 2017, as amended (the "Lauderhill Agreement"), attached hereto and incorporated. The Lauderhill Agreement and all exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority will be: this Agreement, the Lauderhill Agreement and the Service Provider's accepted proposal.
- 2. <u>Term.</u> Section 1.1 (Term) in each Service Schedule of the Lauderhill Agreement is hereby amended to read as follows:

The term of this Service Schedule commences on June 28, 2023 and will continue for a term of 37 months, until July 31, 2026 unless terminated earlier by its terms. The City shall have the option to extend this agreement for two additional one-year terms, provided the Lauderhill Agreement is still valid.

3. <u>Scope of Services and Service Fees</u>. City shall pay Service Provider no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents except as follows:

- 3.1. Service Schedule 1 (for Emergency Medical Services Squad).
  - 3.1.1. Medicaid and Medicaid Managed Care Accounts Receivable.
    City agrees to pay Service Provider a fixed fee for Medicaid and
    Medicaid Managed Care accounts receivable. The fixed fee is an
    amount equal to \$9.00 per patient encounter, regardless of the
    amount of the charges associated with any such encounter and
    the amount of reimbursement, if any, to City with respect to those
    of City's charges for which reimbursement from the Florida
    Medicaid program or any third-party administrator for the Florida
    Medicaid program is sought by Service Provider on City's behalf.
  - 3.1.2. Squad Accounts Receivable. City agrees to pay Service Provider a service fee equal to 4.1% of the net revenue of City. In addition to the 4.1% service fee, an additional 2% of the net revenue of City will be charged for the Equipment listed in Section 4 below. Net revenue shall mean cash receipts arising from the provision of patient services and related activities less refunds.
  - 3.1.3. <u>HIPAA Notice</u>. City agrees to pay Service Provider \$0.65 per HIPAA compliant Notice of Privacy Practices sent to patients.
  - 3.1.4. Equipment Quote for City of Miramar. Service Provider will provide the equipment listed in Exhibit 1, which is attached to and made a part of this Renewal Agreement.
  - 3.1.5. Equipment Amortization Chart for City of Miramar. The Amortization Schedule for the equipment listed in Exhibit 1 is hereby attached to, and made a part of, this Renewal Agreement as Exhibit 2. If City's arrangement with Service Provider ends or terminates prior to three years following the Renewal Effective Date, than City will reimburse Service Provider for the remaining costs as outlined in Exhibit 2.
- 3.2. The City of Miramar shall be substituted for the City of Lauderhill with regard to any and all provisions of the Lauderhill Agreement, the RFP, and the Service Provider's bid, including by example and not limitation, with regard to bond requirements, insurance, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Service Provider made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

4. <u>Insurance</u>. For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Service Provider shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount defined in the agreement.

- 5. <u>Public Records</u>. SERVICE PROVIDER shall comply with The Florida Public Records Act as follows:
  - 5.1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
  - 5.2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - 5.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
  - 5.4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of SERVICE PROVIDER shall be delivered by SERVICE PROVIDER to CITY, at no cost to CITY, within seven days. All records stored electronically by SERVICE PROVIDER shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, SERVICE PROVIDER shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements, subject to record retention requirements under applicable state and federal laws and regulations.
  - 5.5. SERVICE PROVIDER'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, <a href="mailto:dagibbs@miramarfl.gov">dagibbs@miramarfl.gov</a> OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

6. <u>Notice</u>. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Dr. Roy L. Virgin, City Manager

City of Miramar

2300 Civic Center Place

Miramar, Florida, Florida 33025 Michelle Austin Pamies, Esq.

Copy to: Michelle Austin Par

City Attorney

Austin Pamies Norris Weeks Powell PLLC 401 North Avenue of the Arts (NW 7<sup>th</sup> Avenue)

Fort Lauderdale, Florida 33311

For Service Provider: Attn: President with a copy to General Counsel

Change Healthcare Technology

Enabled Services, LLC 100 Airpark Center Drive E Nashville, TN 37217-3055

#### 7. Scrutinized Companies.

- 7.1. Service Provider certifies that it and its subService Providers are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider or its subService Providers are found to have submitted a false certification; or if the Service Provider, or its subService Providers are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 7.2. If this Agreement is for more than one million dollars, the Service Provider certifies that it and its subService Providers are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider, its affiliates, or its subService Providers are found to have submitted a false certification; or if the Service Provider, its affiliates, or its subService Providers are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 7.3. The Service Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- 7.4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

7.5. Service Provider agrees to comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute) and attests that Service Provider is not on the convicted vendor list for public entity crimes.

#### 8. E-Verify

In accordance with Florida Statutes §448.095, the Service Provider, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Service Provider will not hi re any employee who has not been vetted through E-Verify. The Service Provider may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officials, duly authorized to execute same, on the dates indicated below.

### Change Healthcare Technology Enabled City of Miramar Services, LLC

Jeffrey J. Wescott  By:	By: R. Viel
Name: Jeffrey J. Wescott	Name: <u>Dr. Roy Virgin</u>
Title: SVP Ambulatory Client Management, RCM Svcs.	Title: City Manager
Date:	Date: 5 17 2023

Approved as to legal form and sufficiency for the use of and reliance by the City of Miramar only:

Austin Pamies Norris Weeks Powell, P.L.L.C.

City Attorney

### Exhibit 1 Equipment for City of Miramar

### Change Healthcare

### **Account Executive**

Mike Ginter

300 N. 4th Street Columbus, OH 43215 United States Phone: 614.221.1380

Fax:

Email: Mike.Ginter@ChangeHealthCare.com

**Brendan Morris** 

6 Cadillac Dr, Brentwood, TN 37027 Phone: 615-330-6183 Fax: 615-760-9886

Email: Brendan\_Morris@shi.com

All Prices are in US Dollar (USD)

Total	Your Price	Qty	Product
\$41,793.48	\$3,482.79	12	Panasonic Toughbook G2 - Rugged - tablet - with keyboard dock - Intel Core i5 10310U / 1.7 GHz - Win 10 Pro 64-bit (includes Win 11 Pro License) - UHD Graphics - 16 G8 RAM - 512 G8 SSD NVMe - 10.1" touchscreen 1920 x 1200 - Wi-Fi 6 - 4G LTE Panasonic - Partif: FZ-G2C202DKM
\$119.85	\$7.99	15	Panasonic - Stylus tether - for Toughbook 19, A3, U1 Panasonic - Par讲: CF-VNT002U
\$565.80	\$37.72	15	Panasonic FZ-VNP026U - Digitizer - 2 buttons - for Toughbook G2, G2 Standard Panasonic - Pan#: FZ-VNP026U
\$549.16	\$137.29	4	LIND PA1580-1642 - Car power adapter - 120 Watt - for Toughbook 19, 31, F9 Panasonic - Part#: CF-LNDDC120
\$8,356,80	\$522.30	16	Panasonic FZ-VEKG21LM - Notebook replacement keyboard - backit - dock - GWERTY - US - for Toughbook G2, G2 Standard Panasonic - Part#: FZ-VEKG21LM
\$4,777.32	\$398.11	12	Panasonic Protection Plus - Accidental damage coverage - parts and labor - 4 years - for Toughpad FZ-A1 Panasonic - Part#: FZ-SVCTPNF4Y
S56,162.41	Subtotal		
\$0.00	Shipping		
\$0.00	"Tay		
\$56,162,41	Total		

<sup>\*</sup>Tax is estimated. Invoice will include the full and final tax due.

## Exhibit 2 Equipment Amortization Schedule for City of Miramar

Service Provider will deliver to City Equipment to be utilized by City. City acknowledges it is responsible for installation of the Equipment.

### **Amortization Chart**

### Total \$56,162

Month 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34	Balance Due \$54,602.34 \$53,042.28 \$51,482.21 \$49,922.14 \$48,362.08 \$46,802.01 \$45,241.94 \$43,681.87 \$42,121.81 \$40,561.74 \$39,001.67 \$37,441.61 \$35,881.54 \$34,321.47 \$32,761.41 \$31,201.34 \$29,641.27 \$28,081.21 \$26,521.14 \$24,961.07 \$23,401.00 \$21,840.94 \$20,280.87 \$18,720.80 \$17,160.74 \$15,600.67 \$14,040.60 \$12,480.54 \$10,920.47 \$9,360.40 \$7,800.33 \$6,240.27 \$4,680.20 \$3,120.13
33	\$6,240.27

### City of Miramar - Contract P202410068100

Final Audit Report 2023-05-11

Created:

2023-05-11

By:

Jeffrey J. Wescott (melissa.cataldo@changehealthcare.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAAIKvqGT-RpDb6HNtNS2FE8uh3P-Vp8eKX

### "City of Miramar - Contract P202410068100" History

Document created by Melissa Cataldo (melissa.cataldo@changehealthcare.com) 2023-05-11 - 1:54:37 PM GMT- IP address: 104.129.205.34

Signer Melissa Cataldo (melissa.cataldo@changehealthcare.com) entered name at signing as Jeffrey J. Wescott

2023-05-11 - 1:56:26 PM GMT- IP address: 104.129.205.34

Document e-signed by Jeffrey J. Wescott (melissa.cataldo@changehealthcare.com)
Signature Date: 2023-05-11 - 1:56:28 PM GMT - Time Source: server- IP address: 104.129.205.34

Agreement completed.

2023-05-11 - 1:56:28 PM GMT

