



**AMENDMENT No. 1**

**TO THE**

**PROFESSIONAL SERVICES AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF MIAMI AND PST SERVICES, INC., A MCKESSON COMPANY**

This Amendment No.1 to the Professional Services Agreement ("Agreement") for RFP547382, dated September 20, 2016, by and between the City of Miami, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "CITY") and PST Services, Inc., a Mckesson company, a Foreign Profit Corporation, qualified to do business in the State of Florida, hereinafter referred to as the ("Contractor"), is entered into this 29<sup>th</sup> day of November, 2016. The Agreement is hereby amended as follows; to amend Exhibit D, Insurance Requirements, to include the underlined requirements for Professional/E&O Liability.

**Exhibit D, Insurance Requirements:**

**INDEMNIFICATION**

Contractor shall pay on behalf of, indemnify and save City and its officials harmless, from and against any and all claims, liabilities, losses, and causes of action, which may arise out of Contractor's performance under the provisions of the contract, including all acts or omissions to act on the part of Contractor, including any person performing under this Contract for or on Contractor's behalf, provided that any such claims, liabilities, losses and causes of such action are not attributable to the negligence or misconduct of the City and, from and against any orders, judgments or decrees which may be entered and which may result from this Contract, unless attributable to the negligence or misconduct of the City, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim, or the investigation thereof.

The Contractor shall furnish to the City of Miami, c/o Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130; Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements outlined below:

**(1) Worker's Compensation**

A. Limits of Liability - Statutory - State of Florida

**(2) Commercial General Liability: (Primary & Non Contributory)**

A. Limits of Liability

Bodily Injury and Property Damage Liability - Each Occurrence: \$1,000,000

General Aggregate Limit: \$2,000,000

Personal and Adv. Injury, Products and Completed Operations and Fire Damage:  
\$1,000,000

B. Endorsements Required:

City of Miami included as an Additional insured. Employees included as insured.  
Contractual Liability

**(3) Business Automobile Liability**

A. Limits of Liability

Bodily injury and property damage liability combined single limits. Any Auto, including hired, borrowed or owned, or non-owned autos used in connection with the work \$1,000,000

B. Endorsements Required:

City of Miami included as an Additional Insured

**(4) Professional/E&O Liability**

<u>Each Claim</u>	<u>\$1,000,000</u>
<u>Policy Aggregate</u>	<u>\$1,000,000</u>

**BINDERS ARE UNACCEPTABLE.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the proposer.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

**NOTE: CITY REQUEST FOR PROPOSAL NUMBER AND/OR TITLE OF REQUEST FOR PROPOSAL MUST APPEAR ON EACH CERTIFICATE.**

Compliance with the foregoing requirements shall not relieve the Bidder of liability and obligation under this section or under any other section of this Agreement.

**--If insurance certificates are scheduled to expire** during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

**--In the event that expired certificates are not replaced** with new or renewed certificates which cover the contractual period, the City shall:

(4) Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Request for Proposal.


(5) The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Contractor in conjunction with the General and Special Terms and Conditions of the Request for Proposal.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Contractor.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the day and year first above written.

**THE CITY OF MIAMI, FLORIDA**

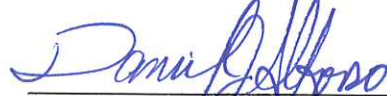
ATTEST:



Todd Hannon  
City Clerk

**"CITY"**

City of Miami, a municipal  
corporation of the State of Florida



Daniel J. Alfonso, City Manager

APPROVED AS TO LEGAL FORM AND  
CORRECTNESS:

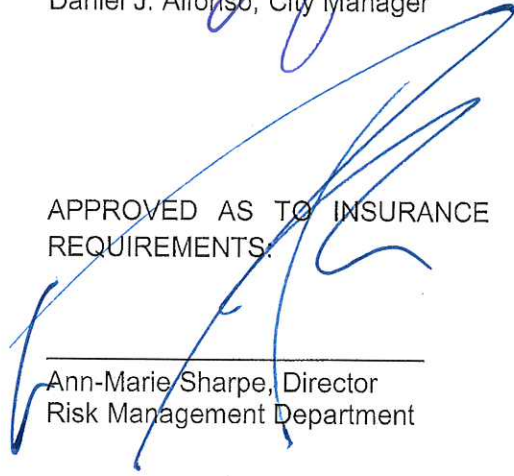
By:



Victoria Méndez, City Attorney

16-3014

APPROVED AS TO INSURANCE  
REQUIREMENTS:



Ann-Marie Sharpe, Director  
Risk Management Department

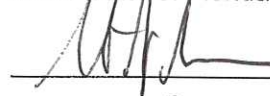
ATTEST:



Print Name: Melissa Cataldo

**"CONTRACTOR"**

PST Services, Inc., a McKesson  
company a Foreign Profit  
Corporation, qualified to do business  
in the State of Florida



Print Name: Steven J. Spokane

Title: VP Marketing & Cust. Retention



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 Attn: Lynn.Heimerle@marsh.com	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	<b>FAX</b> (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> McKESSON CORPORATION AND ALL ITS SUBSIDIARIES ONE POST STREET, 34TH FLOOR SAN FRANCISCO, CA 94104	<b>INSURER A:</b> Golden State Insurance Co Ltd	
	<b>INSURER B:</b> Old Republic Insurance Co	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

SEA-003072934-01

REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	064-1-80101-2016	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	MWTE307965 SELF INSURED FOR PHYSICAL DAMAGE	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	MWC30796400 (AOS) MWXS307966 \$100K SIR FOR CT,NV,OH,WA	07/01/2016 07/01/2016	07/01/2017 07/01/2017	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP547382

THE CITY OF MIAMI IS INCLUDED AS AN ADDITIONAL INSURED FOR LIABILITY (EXCEPT WORKERS COMPENSATION), BUT ONLY AS RESPECTS THEIR SIGNED WRITTEN CONTRACT/AGREEMENT WITH MCKESSON CORPORATION AND/OR ITS SUBSIDIARIES. GENERAL LIABILITY IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF MIAMI  
C/O PROCUREMENT DEPARTMENT  
444 SW 2ND AVENUE, 6TH FLOOR  
MIAMI, FL 33130

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh Risk & Insurance Services

Anne E. Ryan

Anne E. Ryan





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 Attn: Lynn.Helmerle@marsh.com 00053-STND-E-16-17	<b>CONTACT</b> NAME: PHONE (A/C, No., Ext): E-MAIL: ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Lloyd's Of London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>FAX</b> (A/C, No.):  <b>NAIC #</b>
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**COVERAGES** **CERTIFICATE NUMBER:** SEA-003073265-20 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PER STATUTE OTH-ER
	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				
A	<b>PROFESSIONAL LIABILITY</b> E & O			B0509FINPT1600153 (SIR:\$5M)	07/01/2016	07/01/2017	EACH CLAIM 1,000,000 AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: EMERGENCY MEDICAL TRANSPORT BILLING COLLECTION SERVICES, RFP NO. 547382EMS

EVIDENCE OF INSURANCE.

<b>CERTIFICATE HOLDER</b> CITY OF MIAMI ATTN: STEPHANIE JONES PURCHASING DEPARTMENT 444 S.W. 2ND AVENUE, 6TH FLOOR MIAMI, FL 33130	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Elisabeth Case
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AGENCY CUSTOMER ID: 00053

LOC #: San Francisco



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED McKESSON CORPORATION AND ALL ITS SUBSIDIARIES ONE POST STREET, 34TH FLOOR SAN FRANCISCO, CA 94104
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

THE GENERAL LIABILITY POLICY (064-1-80101-2016) PLACEMENTS WERE MADE BY MARSH MANAGEMENT SERVICES (BERMUDA) LTD. MARSH USA INC. HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THIS CLIENT WITH RESPECT TO THESE PLACEMENTS, WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.

9/14/14



# City of Miami

## Master Report

City Hall  
3500 Pan American Drive  
Miami, FL 33133  
www.miamigov.com

**Enactment Number: R-16-0404**

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<b>File Number:</b> 16-01100	<b>File Type:</b> Resolution	<b>Status:</b> Passed
<b>Version:</b> 1	<b>Reference:</b>	<b>Controlling Body:</b> Office of the City Clerk
<b>File Name:</b> Accept Proposal - Emg. Medical Transport Billing		<b>Introduced:</b> 7/27/2016
<b>Requester:</b> Department of Fire-Rescue	<b>Cost:</b>	<b>Final Action:</b> 9/8/2016

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**Title:** A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ACCEPTING THE PROPOSAL RECEIVED MAY 12, 2016, PURSUANT TO REQUEST FOR PROPOSALS NO. 547382, FROM PST SERVICES, INC., A MCKESSON COMPANY, THE HIGHEST RANKED RESPONSIVE AND RESPONSIBLE PROPOSER, TO PROVIDE EMERGENCY MEDICAL TRANSPORT BILLING AND COLLECTION SERVICES FOR THE CITY OF MIAMI'S FIRE-RESCUE DEPARTMENT FOR AN INITIAL CONTRACT PERIOD OF THREE (3) YEARS, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS; ALLOCATING FUNDS FROM THE VARIOUS SOURCES OF FUNDS OF THE USER DEPARTMENT, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGETARY APPROVAL AT THE TIME OF NEED; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, INCLUDING AMENDMENTS, EXTENSIONS, AND MODIFICATIONS, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, FOR SAID PURPOSE.

**Sponsors:**

**Notes:**

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**Indexes:**

**Attachments:** 16-01100 Summary Form.pdf,16-01100 Memo - Manager's Approval.pdf,16-01100 Evaluation Committee Report.pdf,16-01100 Memo - Evaluation Committee.pdf,16-01100 Corporate Detail.pdf,16-01100 Bid Response.pdf,16-01100 Request for Proposals.pdf,16-01100 Legislation.pdf,16-01100 Exhibit.pdf,

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### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Office of the City Attorney	8/16/2016	Reviewed and Approved				
1	City Commission	9/8/2016	ADOPTED				Pass
1	Office of the Mayor	9/12/2016	Signed by the Mayor	Office of the City Clerk			
1	Office of the City Clerk	9/12/2016	Signed and Attested by City Clerk				

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