

SERVICE AGREEMENT NO. 4638

Emergency Medical Services ("EMS") Billing and Collection Services

THIS **Emergency Medical Services ("EMS") Billing and Collection Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Digitech Computer, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Emergency Medical Services ("EMS") Billing and Collection Services in response to Request for Bid/Proposal No. 4638 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. Scope. Contractor will provide Emergency Medical Services ("EMS") Billing and Collection Services ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.

2. Term.

(A) The Term of this Agreement is three years beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to two additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$6,830,910.00, subject to approved extensions and changes. Payment will be made for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Tracey Escalante
Department: Fire Department
Phone: 361-826-3994
Email: TraceyE@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the

bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. Purchase Release Order. For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. Inspection and Acceptance. City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. Quality/Quantity Adjustments. Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Tracey Escalante
Title: Contract/Funds Administrator
Address: 2406 Loepard Suite #300, Corpus Christi, Texas 78408
Phone: 361-826-3994
Fax: N/A

IF TO CONTRACTOR:

Digitech Computer, LLC
Attn: Walt Pickett
Title: Chief Operating Officer
Address: 480 Bedford Rd, Bldg 600, 2nd Floor, Chappaqua, New York 10514

Phone: 914.741.1919

Fax: 914.741.2818

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS (“INDEMNITEES”) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS’ FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Owner’s Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner’s manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this

Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
 - A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor

agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

27. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance - Procurement

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 4638
- Exhibit 2: Contractor's Bid/Proposal Response



ATTACHMENT A: SCOPE OF WORK

1.1 General Requirements/Background Information

The Contractor shall capture data entered by paramedics in the field for emergency medical services provided during ambulance emergency calls. The data will be screened, filtered and authenticated with patient eligibility requirements under Medicare and Medicaid programs, private party insurance and/or direct patient responsibility. The data will be downloaded into the Contractor's billing system, which will generate a bill to the responsible party. The Contractor will also be responsible for pursuing collection efforts for those accounts that become delinquent and apply the City's Charitable Care policy where appropriate. The Contractor will also provide supplemental payment recovery assistance services to assist the City in participation in the Texas Ambulance Supplement Payment Program and any other supplemental payment program at which the Corpus Christi Fire Department chooses to participate. The Contractor will also provide assistance in data collection and reporting for the Medicare Ground Ambulance Data Collection System (GADCS)

1.2 Scope of Work

- A. The Contractor shall provide billing of accounts receivable using the necessary billing forms for various third party payors in the following financial class:
 1. Contract Insurance
 2. Medicaid
 3. Medicare
 4. Personal Injury Protection (Auto Insurance)
 5. Private Insurance
 6. Self-pay
 7. Worker's Compensation
- B. The Contractor shall code each new receivable in one of the financial classes from the list above.
- C. The Contractor shall prepare and mail an initial insurance bill to the appropriate third-party payor within 10 working days from the date on which the receivable is made available for billing, unless deductible monitoring indicates a longer wait period.
- D. The Contractor shall provide an electronic Patient Care Report (ePCR) provider listing that is compatible with their billing software. The Contractor shall be responsible for providing the ePCR selected by the City.

- E. The Contractor shall be able to export the patient report data from the current electronic Patient Care Report (ePCR) provider (Digitech [Triptix] of New York) and pull that data into the billing software for accurate billing. If the ePCR system is changed during the contract term, the Contractor shall be responsible for all necessary interface components (hardware and software) and technical support for receiving and translating transport records from the new ePCR system. The contractor shall also ensure that any ePCR provider chosen shall interface with the current CAD system (Intergraph).
- F. The Contractor shall obtain any missing data necessary for billing through available databases, telephone queries from either the receiving hospital or from the patient, using mail only if telephone contact numbers are unavailable.
- G. The Contractor shall send a written follow up request for payment to the appropriate third party within 45 days of the initial billing if the receivable remains outstanding.
- H. The Contractor shall apply the City's Charitable Care Program Policy. This should include, but not limited to, identifying those eligible using third party software to determine percentage of Federal Poverty Level (FPL).
- I. The Contractor shall be cognizant of and abide by the billing requirements dictated for Medicare, Medicaid and Worker's Compensation patients. The Contractor shall adhere to the contractual restrictions inherent in these billings and must hold the City of Corpus Christi harmless for any billing errors. The Contractor shall also be cognizant of and abide by any other normal billing practices in the industry in accordance with all applicable State and Federal laws per the Texas Debt Collection Act and the Federal Fair Debt Collection Practices Act.
- J. The ePCR provider shall ensure that all data is gathered in electronic format and reported to the designated State of Texas registry on a monthly basis, including all information as necessary to keep the City in compliance with EMS and trauma registries. In addition, the EMS Billing Contractor in conjunction with the ePCR vendor shall submit a report to the Contract Administrator detailing the registry submitted on a monthly basis. (See Texas Administrative Code, Title 25, Part 1, Ch. 103, 103.1 – 103.8)
- K. The City requires that the Contractor use the City provided lockbox for daily payment processing with deposits process to the City's depository account. The Contractor will receive notifications of ACH (automated clearing house) electronic deposit and will post these deposits no later than the next business day after the date received. If the Contractor chooses to process credit cards for payments from patients, the Contractor shall be responsible for all credit card processing fees. The Contractor shall use the City's banking information for this depository.

1.3 Ambulance Rates

The following is Sec.18-20 of the City Ordinance

- A. *Ambulance rates schedule.* Ambulance rates for emergency medical service shall be charged pursuant to the ambulance rate schedule. The initial ambulance rate schedule will be approved by city council and must be filed with the city secretary. The ambulance rates schedule may be amended per the provisions of this chapter and such amended schedule must be filed with the city secretary.
- B. *Adjustment of ambulance rates.*
 - 1. In this section, "consumer price index" means the annual revised South Region Consumer Price Index for All Urban Consumers for Medical Care, as published by the Federal Bureau of Labor Statistics.
 - 2. Any year in which the consumer price index increases by more than one (1) per cent from the previous year, ambulances rates may be adjusted by an amount equal to the annual change in the consumer price index. Ambulance rate schedule adjustments shall not exceed five (5) per cent in a single year and shall not be adjusted more often than annually.
- C. The city manager is authorized to establish charges, not to exceed the reasonable cost of providing the service, for other supplementary services such as providing standby equipment and crews at special events and attending training courses.
- D. *Rates.*

	Service or Item	Fee Per Service or Item
(1)	EMS 911 base rate - Transport	\$1,385.00
(2)	EMS 911 base rate - No Transport	\$150.00
(3)	Oxygen	\$45.00
(4)	Advance Life Support (ALS) Routine Disposables	\$50.00
(5)	Basic Life Support (BLS) Routine Disposables	\$25.00

- E. *Supplementary charges:*
 - 1. Providing a mileage charge of fifteen dollars (\$15.00) per mile from patient pick-up point to the hospital.
 - 2. Providing a fee for responding to a medical alarm which is a malfunction, no one at home, no one injured, sixty dollars (\$60.00).
 - 3. Providing a charge of one hundred twenty-five dollars (\$125.00) for emergency medical services provided to non-residents.
 - 4. Providing a charge of forty-five dollars (\$45.00) for additional personnel when needed to provide patient care during transport.

5. Providing a charge to the facility of two hundred fifty dollars (\$250.00) for fire department response to skilled nursing facility for the pick-up of a resident that does not require transport to a hospital.

1.4 Billing and Collection Information

Billing and Collection information for FY 21-22 is as follows:

Table 1: By Payer

<i>FY22</i>	Invoices	Payer PCT	Sum of Charges	Sum of Adjustments	Sum of Payments
<i>Contract</i>	23	0.05%	\$35,165.00	\$9,254.06	\$4,686.34
<i>Medicaid</i>	898	1.84%	\$1,103,190.00	\$853,308.10	\$113,246.90
<i>Medicaid MCO</i>	3,992	8.18%	\$5,306,840.00	\$4,010,324.22	\$847,847.70
<i>Medicare</i>	4,436	9.09%	\$6,022,310.00	\$3,952,844.79	\$1,707,891.70
<i>Medicare HMO</i>	8,353	17.11%	\$11,355,815.00	\$7,448,559.12	\$2,900,073.34
<i>Private Insurance</i>	3,693	7.57%	\$4,910,065.00	\$457,845.28	\$2,551,043.15
<i>Self-Pay</i>	27,416	56.17%	\$10,174,675.00	\$6,530,673.33	\$68,313.08
<i>Grand Total</i>	48,811	100.00%	\$38,908,060.00	\$23,262,808.90	\$8,193,102.21

Table 2: By Level of Service

<i>FY22</i>	Accounts	LOS PCT	Charges	Adjustments	Payments
<i>ALSI</i>	15,634	32.03%	\$23,909,725.00	\$14,224,220.69	\$5,536,862.48
<i>ALS2</i>	468	0.96%	\$735,500.00	\$404,074.53	\$196,619.29
<i>BLS</i>	9,112	18.67%	\$13,551,815.00	\$8,451,361.08	\$2,376,136.78
<i>TNT</i>	19,325	39.59%	\$740.00	\$135.00	\$196.00
<i>None</i>	4,272	8.75%	\$710,280.00	\$183,017.60	\$83,287.66
<i>Total</i>	48,811	100.00%	\$38,908,060.00	\$23,262,808.90	\$8,193,102.21

1.5 Delinquent Accounts

- A. The Contractor must provide a procedure for collection of delinquent accounts, for those accounts unpaid for 120 days after the first billing. The Contractor must establish a systematic collection procedure including telephone, mail and/or personal contact to collect delinquent accounts. The Contractor must describe the collection procedure in a narrative and include in the narrative the collection methodology, expected collection rates and history in collecting delinquent accounts.
- B. The Contractor will assist the Contract Administrator in establishing the amounts for allowance to bad debt and the amount necessary for the Medicare and Medicaid contractual allowances in order that reserves may be properly stated on the financial statement.
- C. The Contractor may authorize self-pay patients to liquidate any outstanding balance by installment method. The minimum payment on the installments shall be \$35.00 per month or 1/12 of the original outstanding balance, whichever is greater. No interest may be charged.

- D. The Contractor must follow Title 5, Chapter 392 of the Texas Finance Code (Debt Collection Act) on all contacts on delinquent accounts.

4.6 Supplemental Billing

The City requests that the Contractor provide the following services with regard to participation in the Texas Ambulance Supplemental Payment Program (TASPP) for consideration. The City has received approval for Supplemental Billing effective November 22, 2016. These services should be provided separately from the required services outlined above.

- A. Provide supplemental payment recovery assistance services to assist the City in participation in the TASPP which responsibilities to include:
 - 1. Advising and assisting the City will annual enrollment in TASPP
 - 2. Managing program applications and required cost reports for the City in accordance with the TASPP
 - 3. Managing the TASPP pre-cost report submitted process for the City which may also include: developing and submitting the provider approval materials to the Texas Health and Human Services Commission (HHSC) on behalf of the City, receiving the provider approval from HHSC for the City's participation in the TASPP and developing and submitting the Cost Allocation Model and Report on behalf of the City for review as part of the TASPP
 - 4. Changing and finalizing the Cost Allocation Model during HHSC's review of the Cost Allocation Model and Report to meet HHSC's requirements
 - 5. Preparing and submitting HHSC Ambulance Services Cost Report on an annual basis as required by TASPP
 - 6. Assisting the City with submitting other annual reports as required by the TASPP
 - 7. Ensuring that cost report preparer(s) engaged on behalf of the City by the vendor are certified in accordance with all applicable rules, laws and regulations
 - 8. Ensuring that it utilizes separate staff for billing and cost report preparation services provided to the City.

4.7 Reports

At a minimum, the following reports shall be available for download by the City in electronic (Excel) format:

- A. Amount billed by patient
- B. Amount collected by patient and by type of payee
- C. Accounts Receivable Summary
- D. Accounts Receivable Aging Report
- E. Vendor performance analysis report detailing billing, collection, adjustments with dollar amounts and quantities as well as collection rates. Two collection

rates will be calculated, one rate including adjustments and one rate without adjustments

- F. Non-transport Summary Report
- G. Transport Reconciliation Report
- H. Report of Collections
- I. Collections / Refund Summary
- J. Report of Revenue Adjustments
- K. Bad Debt Write Off & Government Non-Allowable Detail
- L. Fiscal Year Monthly Net Collection Comparison
- M. ALS-BLS Service Mix
- N. Other reports as requested by the Contract Administrator

4.8 Hardware and Software

- A. The Contractor shall initially replace all 27 required devices every three years to include revised software programs, licenses and most current model of selected devices. Costs of laptops will be factored in the percentage of the billing. Additional hardware and licenses needed throughout the life of the contract; the City will procure at fair market value.
- B. Minimum model specifications:

Operating System:	Windows 10 Pro	Webcam & Mic:	Infrared Hello Webcam
CPU:	Intel Core i5-7Y57 1.20GHz	Rear Camera:	Camera
Display:	10.1" WUXGA Gloved Multi Touch + Digitizer LCD	Other:	TPM 2.0, Barcode Reader
Memory (RAM):	16GB	Battery:	Bridge Battery
Storage:	256GB SSD	Keyboard:	Backlit Emissive Keyboard
Wireless:	Wi-Fi, Bluetooth, 4G LTE (Band 14), Dual Pass (Ch1:WWAN/Ch2:WWAN-GPS)		

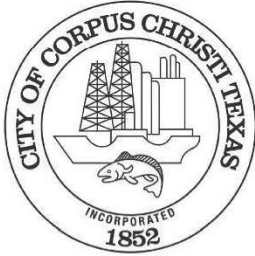
- C. For each machine, the contractor will provide:
 - 1. -secondary battery (if applicable)
 - 2. -screen protectors (if applicable),
 - 3. -AC adapters 65W (if applicable)
 - 4. -extra styluses and tethers for CCFD to keep as in house inventory (if applicable)
- D. The Contractor shall obtain at its costs the EMS data collection software and related licenses for all ambulance units, as selected by the CCFD. The ePCR must integrate with Pulsara
- E. The Contractor must be able to switch ePCR vendors to interface to the City's existing ePCR software in order to receive patient data electronically should the City decide to keep ePCR provider.

4.9 Training

The Contractor shall provide annually, continuing education in medical documentation of ambulance transports to all ambulance paramedics.

4.10 Warranty

The Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.



ATTACHMENT B - PRICE

**CITY OF CORPUS CHRISTI
Pricing Form
CONTRACTS AND PROCUREMENT**

RFP No. 4638

**Emergency Medical Services ("EMS") Billing and
Collection Services**

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DATE: 4/18/2023

Digitech

PROPOSER

AUTHORIZED SIGNATURE

1. Refer to "Instructions to Proposers" and Contract Terms and Conditions before completing proposal.
2. Provide your best price for each item.
3. In submitting this proposal, Proposer certifies that:
 - a. the prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
 - b. Proposer is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Proposer has incorporated any changes issue through Addenda to the RFP in this pricing.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.0	Percentage of collections charged for billing of ambulance bills (net charges after adjustments)	\$15.7 mil *		**5.99%	\$940,430.00
2.0	Percentage of collections charged for collection of current outstanding receivables at time of award.				
	a. Up to 120 days old – post initial request for payment, not to include days included in the deductible monitor period.	\$ 5.8 mil		**5.99%	\$347,420.00
	b. Past 120 days old	\$ 4.4 mil		***20%	\$880,000.00
3.0	TASPP Services Percentage of collections from state	\$ 2.2 mil		4.96%	\$109,120.00
Annual Total					\$2,276,970.00

PRICING NOTES

* Digitech has reservations regarding the accuracy of the data supplied in this column. For that reason, we have not calculated the dollar values in the Total Price column.

** The fee of 5.99% of net collections includes the cost of hardware, as specified in the RFP, and the cost of either TripTix or EPR Fireworks ePCR products.

Should the City elect to implement the ESO ePCR solution, our fee will be 0.15% higher than the fee offered in item 1.0 and 2.0a of the above pricing model.

Should the City elect to implement the First Due ePCR solution, our fee will be 0.35% higher than the fee offered in item 1.0 and 2.0a of the above pricing model.

Digitech's proposal has attempted to offer a fee that accommodates multiple options for field data collection hardware and software. We recognize that a wide range of potential costs are represented by the options in consideration and the final selection of hardware and software may determine the contract fee.

*** The fee of 20% for delinquent collections assumes that MVBA, the City's current delinquent collections accounts processor, remains in place. This charge will be passed through to the City on our monthly invoice.

ASSUMPTIONS

We have prepared this proposal under several basic assumptions, including the following:

- + All billing, collection, and transport data provided by the City of Corpus Christi in its RFP is accurate and it is understood by both parties that Digitech has relied on the City's data for pricing purposes.
- + The City will provide reasonably complete demographic information as part of your Patient Care Reports, and it is understood that crews will make best efforts to provide insurance information, social security numbers, and other demographic information.
- + The City will provide any remittance information received through a different account from the EMS lockbox¹ in a timely manner, including a listing of the ACH deposits by deposit date, referencing the carrier.
- + After the contract award, good faith negotiations will take place during which both the City and Digitech can discuss and negotiate specific requirements of the RFP.

¹ Digitech requires the establishment of a bank lockbox to receive and process payments. We will continue to use the City's existing lockbox, and lockbox fees are included in our price.

SUMMARY OF FEATURES INCLUDED IN DIGITECH'S PRICE

- + All hardware and software required by Digitech personnel to perform medical transport billing and collection accurately and efficiently
- + All mailing forms, billing forms, insurance forms, and envelopes necessary to perform all billing functions
- + Any postage necessary to mail billing or other information to patients, insurance companies, third parties, and attorneys
- + Availability of a national toll free 800 number for patients, City personnel, insurance companies, attorneys, and third parties to call for information or discussion of account status
- + All fees related to the ePCR system chosen by the City
- + All costs for field data hardware and configuration
- + All fees related to our national consumer database searches for patient demographic information
- + All fees related to the electronic submission of claims
- + All fees and expenses associated with the hosting of our application
- + An electronic interface to the City's ePCR system or to any future ePCR system chosen by the City during the term of the contract
- + Ongoing review of ePCR documentation by qualified Digitech staff
- + Ongoing review and analysis of rates, policies, and procedures with City officials
- + In-depth documentation compliance training for City medics through the Digitech Learning Center
- + Regular meetings for review of performance on a mutually agreed upon schedule
- + Lockbox fees
- + Fees associated with mailing of Notices of Privacy Practices
- + Credit card processing fees

ATTACHMENT C: INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.

- B. Contractor must furnish to the City's Risk Manager and Park & Recreation Director one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, AL and WC if applicable. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.

- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- D. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk
Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

D. Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance

should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

Bond Requirements:

No bonds are required.

2023 Insurance Requirements

Ins. Req. Exhibit 3-H

Professional Services - Other Professional Services

01/01/2023 Risk Management – Legal Dept.

ATTACHMENT D: WARRANTY REQUIREMENTS

No Warranty required for Service Agreement.