

SERVICE AGREEMENT NO. 984

EMERGENCY MEDICAL SERVICES ("EMS") BILLING AND COLLECTION SERVICES

THIS **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 Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide EMS Billing and Collection Services in response to Request for Bid/Proposal No. 984 ("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 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.** This Agreement is for 36 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. This Agreement includes an option to extend the term for up to two additional 12-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Contractor and the City Manager.
- 3. Compensation and Payment.** As consideration for the services performed by the Contractor hereunder, City shall pay Contractor 4.96% per month of net collections from billing for emergency medical services. City shall pay Contractor 4.96% per month of net collections from Texas Ambulance Supplemental Payment Program. City shall pay Contractor 6.00% per month of net collections from collection of delinquent accounts up to 120 days

old. City shall pay Contractor 20.00% per month of net collections from collection of delinquent accounts past 120 days old. Net collections shall be defined as the total sum of all monies collected by Contractor for all EMS rendered by City including delinquent accounts, less amounts refunded or credited to patient or third party payer as a result of overpayments, erroneous payments or bad checks. On a monthly basis, Contractor shall submit an invoice listing the total number of paid claims. 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. Payment and compensation for the initial term of this agreement shall not exceed \$9,351,660.00.

- 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:

Assistant Fire Chief Kenneth Erben
Corpus Christi Fire Department
(361) 826-3931
KennethE@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 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.** Any Services 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.** 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. 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.
- 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.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid or proposal, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.
- 13. Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
- 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 related 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: Kenneth Erben
Assistant Fire Chief - Operations

2406 Leopard St., Suite 200, Corpus Christi, TX 78408
(361) 826-4223

IF TO CONTRACTOR:

Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation

Attn: Michael Silk

Title: Senior Director of Business Development

Address: 78 Regency Parkway, Mansfield, TX 76063

Fax: (954) 308-8725

17. CONTRACTOR AGREES TO 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 ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), 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 THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. 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 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 Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator 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 Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager 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. **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.
20. **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.
21. **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 and its attachments
 - B. the bid solicitation document, including addenda (Exhibit 1)
 - C. the Contractor's bid response (Exhibit 2)
22. **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.

- 23. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. 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.
- 24. Business Associate Agreement.** The Contractor acknowledges and agrees that as relates to use and disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996, as amended, they are subject to the terms of the Business Associate Agreement set forth in Attachment E.
- 25. Collections.** Contractor's collection efforts must be conducted through proper and lawful means without threats, intimidation, or harassment of the debtor in full compliance with the Fair Debt Collection Practices Act (FDCPA) and any other applicable federal or state law.
- 26. Non-Discrimination.** Contractor shall not discriminate on the basis of sex, race, creed, color, national origin or disability in regard to collection efforts and employment decisions.
- 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.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance/Bond Requirements
- Attachment D: Warranty Requirements
- Attachment E: Business Associate Agreement

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 984
- Exhibit 2: Contractor's Bid/Proposal Response

Approved as to legal form:

Page **8** of **8**

Buck Brice
Assistant City Attorney
For City Attorney

Attachment A: Scope of Work

1. Scope of Work

1. The Contractor shall provide billing of accounts receivable using the necessary billing forms for various third party payors in the following financial class:
 - A. Self-pay
 - B. Commercial Insurance
 - C. Blue Cross, Blue Shield
 - D. Medicare
 - E. Medicaid
 - F. Worker's Compensation
 - G. Personal Injury Protection (Auto Insurance)
2. The Contractor shall code each new receivable in one of the financial classes from the list above.
3. 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.
4. The Contractor shall be able to export the patient report data from the current Electric Patient Care Report (ePCR) provider (Emergidata [RescueMedic] of Richardson, TX) 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 insure that any ePCR provider chosen shall interface with the current CAD system (Intergraph).
5. 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.
6. 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.
7. 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.

8. The ePCR provider shall ensure that all data is gathered in electronic format and report to the designated State of Texas registry on a monthly basis, 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)
9. The Contractor must deposit payment within 24 hours of receipt. The City requires that the Contractor use a 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. The contractor must email daily deposit reports as directed by the City Treasure.

2. Ambulance Rates

Ambulance rates for emergency medical services are charged as follows:

	Service or Item	Fee Per Service or Item
(1)	EMS 911 base rate - Transport	\$800.00
(2)	EMS 911 base rate - No transport	125.00
(3)	Adenosine	50.00
(4)	Albuterol	5.00
(5)	Atropine	5.00
(6)	Bandage/bandaging	9.00
(7)	Bedpan/urinal	2.00
(8)	Benadryl	5.00
(9)	Bite stick	2.00
(10)	Blanket (disposable)	7.00
(11)	Burn sheet	8.00
(12)	Bag Valve Mask	20.00
(13)	Capnography (Capnoline)	90.00
(14)	Cervical collar	21.00

(15)	Cold pack	3.00
(16)	Collection bag/basin	2.00
(17)	Combi/king - tube airway	90.00
(18)	Defibrillation pads	40.00
(19)	Dextrose	10.00
(20)	Glucose test strip	2.00
(21)	EKG, non 12-lead	50.00
(22)	EKG, 12 lead	100.00
(23)	Endotracheal tube	15.00
(24)	Endotracheal tube holder	5.00
(25)	Epinephrine (1:1000)	5.00
(26)	Epinephrine (1:10000)	9.00
(27)	Glucose paste	5.00
(28)	Head immobilizer	10.00
(29)	Hot pack	2.00
(30)	Intubation	75.00
(31)	Intraosseous infusion	150.00
(32)	Intravenous (IV) pad	15.00
(33)	Intravenous (IV) infusion	35.00
(34)	Intropine	10.00
(35)	Lasix	10.00
(36)	Lidocaine 2%	5.00
(37)	Lidocaine drip	20.00
(38)	Liquid acetaminophen	5.00
(39)	Morphine	25.00
(40)	Narcan	15.00
(41)	Nebulizer mask	5.00
(42)	Nitrospray	5.00
(43)	Normal Saline 1000 ml	20.00
(44)	Normal Saline 500 ml	15.00
(45)	Norma Saline 250 ml	10.00
(46)	Normal Saline 100 ml	5.00
(47)	Normodyne	10.00

(48)	Obstetrical kit	12.00
(49)	Oral airway	3.00
(50)	Oxygen	35.00
(51)	Oxygen mask	10.00
(52)	Pitocin	5.00
(53)	Pulse oximetry	50.00
(54)	Sodium bicarbonate	15.00
(55)	Solu-medrol	5.00
(56)	Spinal immobilization	35.00
(57)	Splint	30.00
(58)	Suction	10.00
(59)	Thiamine	7.00
(60)	Valium	25.00

(b) *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) 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.
- (5) Providing a charge of forty-five dollars (\$45.00) for additional personnel when needed to provide patient care during transport.

(c) *Review of charges.* The Corpus Christi EMS ambulance service rates shall be reviewed as needed to determine the need for adjustments.

3. Billing and Collection Information

Billing and Collection information for FY 14 – 15 is as follows:

Charges

Charges	\$22,998,866.50
Adjustments	<u>\$ 7,628,131.59</u>
Net Charges	<u>\$15,370,734.59</u>

Payments

Medicare Payments	\$2,608,786.93
Medicaid Payments	\$1,262,030.15
Insurance Payments	\$1,631,633.46
Private Payments	<u>\$ 177,124.02</u>
Total Payments	<u>\$5,679,574.56</u>

Charges by Service Level - ALS

ALS Service Charges	\$12,144,800.00
Mileage	\$ 1,033,720.50
Supplies	\$ 2,269,597.00

Charges by Service Level – BLS

BLS Service Charges	\$ 6,496,000.00
Mileage	\$ 515,481.00
Supplies	\$ 539,268.00

4. Delinquent Accounts

1. 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 past history in collecting delinquent accounts.
2. 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.
3. 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.
4. Contractor must follow Title 5, Chapter 392 of the Texas Finance Code (Debt Collection Act) on all contacts on delinquent accounts.

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.

1. Provide supplemental payment recovery assistance services to assist the City in participation in the TASPP which responsibilities to include:
 - A. Advising and assisting the City with annual enrollment in TASPP
 - B. Managing program applications and required cost reports for the City in accordance with the TASPP
 - C. 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
 - D. Changing and finalizing the Cost Allocation Model during HHSC's review of the Cost Allocation Model and Report to meet HHSC's requirements
 - E. Preparing and submitting HHSC Ambulance Services Cost Report on an annual basis as required by TASPP
 - F. Assisting the City with submitting other annual reports as required by the TASPP
 - G. 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

H. Ensuring that it utilizes separate staff for billing and cost report preparation services provided to the City

7. Reports

At a minimum, the following reports shall be provided on a monthly basis in electronic (Excel) format:

1. Amount billed by patient
2. Amount collected by patient and by type of payee
3. Accounts Receivable Summary
4. Accounts Receivable Aging Report
5. 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
6. Non-transport Summary Report
7. Transport Reconciliation Report
8. Report of Collections
9. Collections / Refund Summary
10. Report of Revenue Adjustments
11. Bad Deb Write Off & Government Non-Allowable Detail
12. Fiscal Year Monthly Net Collection Comparison
13. ALS-BLS Service Mix
14. Other reports as requested by the Contract Administrator

8. Hardware and Software

1. The Contractor shall initially replace all 18 laptops every three years to include revised software programs, licenses and hardware. Costs of laptops will be factored in the percentage of the billing.
2. The Contractor shall obtain at its costs the EMS data collection software and related licenses for all ambulance units, as selected by the City EMS Department.
3. 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 current ePCR provider.

Model specifications:

CF-20A5184VM

Win10 Pro, Intel Core m5-6Y57 1.10GHz, vPro, 10.1" WUXGA 10-pt Gloved Multi Touch, 8GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:WWAN), 2nd USB, Contactless Smartcard/NFC, 4G LTE Multi Carrier (EM7355), Webcam, 8MP Cam, Bridge Battery, Emissive Backlit Keyboard, Toughbook Preferred

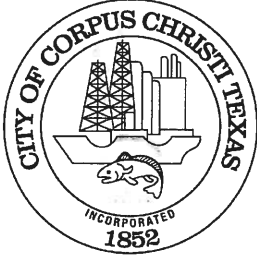
For each machine, in addition to specs above, add:
-secondary battery (CF-VZSU0QW)

- screen protectors (CV-VPF31U),
- AC adapters 65W (CF-AA6413CM)
- 40 extra styluses and tethers for CCFD to keep as in house inventory (CF-VNP022U & CF-VNT002U)

9. Training

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

Attachment B: Bid/Pricing Schedule



CITY OF CORPUS CHRISTI Revised Pricing Form PURCHASING DIVISION

RFP No. 984

EMS Billing and Collection Services

PAGE 1 OF 2

DATE: February 10, 2017

Advanced Data Processing, Inc., a subsidiary of
PROPOSER Intermedix Corporation


AUTHORIZED SIGNATURE

Ken Cooke, President and Chief Operating Officer

- 1. Refer to "Instructions to Proposers" and Contract Terms and Conditions before completing proposal.**
- 2. Quote 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 purchasing office, pursuant to the Code of Ordinances, is current and true.
 - c. Proposer has operated continuously for a minimum of 3 years as an established firm in providing EMS Billing and Collection Services.
 - d. Proposer does not have any outstanding regulatory issues nor has the Proposer been involved in any lawsuits during the last 5 years that may materially affect its ability to provide the services described herein.
 - e. Proposer must not have any outstanding regulatory issues nor has the Proposer had any regulatory issues during the last 5 years that may materially affect its ability to provide the services described herein.
 - f. Proposer must not be currently involved in litigation with the City nor has the Proposer been involved in litigation with the City during the last 5 years.
 - g. 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)	\$15,370,734	%	4.96%	\$762,388
2.0	Percentage of collections charged for collection of current outstanding receivables at time of award.				
	a. Up to 120 days old	\$2,010,695	%	6.00%	\$120,641
	b. Past 120 days old	\$8,719,345	%	20.00%	\$1,743,869

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
3.0	TASPP Services Percentage of collections from state	\$9,885,523	%	4.96%	\$490,322

TOTAL \$3,117,220

Attachment C: Insurance/Bond Requirements

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 Contract Administrator 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 **by endorsement**, and a waiver of subrogation **endorsement** is required on GL. **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
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
ERRORS AND OMISSIONS	\$1,000,000 Per Occurrence

- 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.
- C. 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.

2016 Insurance Requirements
CCFD
Collections/Billing
12/07/2016 cg Risk Management

Bonds are not required for this service.

Attachment D: Warranty Requirements

There is no warranty required under this service; the service shall be performed as specified under Attachment A: Scope of Work.

Attachment E: Business Associate Agreement

This Privacy Agreement ("Agreement") is effective upon signing this Agreement and is entered into by and between City of Corpus Christi ("City") and Contractor (the "Business Associate").

1. Term. This Agreement shall remain in effect for the duration of the Service Agreement the Business Associate has with City for EMS billing and collections, and shall apply to all of the Services provided by the Business Associate pursuant to this Agreement.

2. HIPAA Assurances. In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

- (a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of the City in the same manner that such sections apply to the City;
- (b) Not use or further disclose the PHI, except as permitted by law;
- (c) Not use or further disclose the PHI in a manner that had City done so, would violate the requirements of HIPAA;
- (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
- (e) Comply with each applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the City;
- (f) Report promptly to the City any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;
- (g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;
- (h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
- (i) Account for PHI disclosures for up to the past six (6) years as requested by City, which shall include:
 - (1) Dates of disclosure, (2) names of the entities or persons who received the PHI, (3) a brief description of the PHI disclosed, and (4) a brief statement of the purpose and basis of such disclosure;

(j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and

(k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

3. Termination upon Breach of Provisions. Notwithstanding any other provision of this Agreement, City may immediately terminate this Agreement and the Service Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, City may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. City shall also have the option to immediately stop all further disclosures of PHI to Business Associate if City reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that termination of these Agreements is not feasible, Business Associate hereby acknowledges that the City shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of these Agreements to the contrary.

4. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by City, Business Associate shall either return or destroy all PHI received from the City or created or received by Business Associate on behalf of the City in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to City notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

5. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

6. De-Identified Data. Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

7. Amendment. Business Associate and City agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

8. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits City to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

9. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

10. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to legal form:

Buck Brice
Assistant City Attorney
For City Attorney