

Lake Havasu City



Notice of Request for Proposals (RFP)

RFP# P24-FD-500385

Ambulance Billing Services

RFP CLOSING DATE: April 3, 2024

TIME: 3:00 p.m., Arizona Time

All proposal documents shall be submitted in hard copy or electronically through DemandStar (<https://www.demandstar.com/app/buyers/bids/418173/details>)

Pre-Proposal Conference: None

RFP Packets may be downloaded at:
<https://www.lhcaz.gov/budget-and-finance/bids-rfps> or
through DemandStar at
<https://www.demandstar.com/app/buyers/bids/418173/details>

Lake Havasu City Hall
2330 McCulloch Blvd. N
Lake Havasu City, Arizona 86403
Issue Date: February 22, 2024

TABLE OF CONTENTS

SECTION A – PUBLIC NOTICE	1
SECTION B – INTENT TO RESPOND NOTIFICATION	2
SECTION C – INSTRUCTIONS TO PROPOSER	3
1.0 IMPORTANT DATES SUMMARY	3
2.0 REQUEST FOR PROPOSAL (RFP)	3
3.0 BACKGROUND	3
4.0 SCOPE OF SERVICES.....	3
5.0 MINIMUM QUALIFICATIONS	3
6.0 CONTRACT TERMS AND CONTRACTUAL RELATIONSHIP	3
7.0 NO CONFLICT OF INTEREST AFFIRMATION STATEMENT.....	4
8.0 QUESTIONS	4
9.0 PROPOSAL FORMAT	4
10.0 PROPOSAL DELIVERY	5
SECTION D – EVALUATION CRITERIA AND AWARD	7
1.0 EVALUATION	7
2.0 ORAL PRESENTATION / INTERVIEW (OPTIONAL): SCORING.....	7
3.0 AWARD.....	8
SECTION E – TERMS AND CONDITIONS	9
1.0 CITY’S RESERVATION OF RIGHTS.....	9
2.0 RIGHT TO DISQUALIFY	9
4.0 PREPARATION COSTS	9
5.0 OFFER ACCEPTANCE PERIOD	9
6.0 INSURANCE REQUIREMENTS	9
7.0 PROPOSER CERTIFICATION	10
8.0 COVENANT AGAINST CONTINGENT FEES PAID TO PROPOSER	10
9.0 APPLICABLE LAW	10
10.0 BUSINESS REGISTRATION	10
11.0 NON-COLLUSION AFFIDAVIT	10
12.0 DISCLOSURE OF RESPONSIBILITY STATEMENT	10
13.0 BUSINESS ASSOCIATE AGREEMENT	10
14.0 COMPLIANCE WITH LAWS	10
15.0 PROTEST OF AWARD	11
16.0 ADDITIONAL TERMS AND CONDITIONS	11
SECTION F – TECHNICAL SPECIFICATIONS, OBLIGATIONS OF THE PROPOSER	12
SECTION G – TECHNICAL SPECIFICATIONS, OBLIGATIONS OF THE CITY	15
SECTION H – PROPOSER’S CHECKLIST	16
EXHIBIT A –PROPOSER SECTION	17

EXHIBIT B - REFERENCES 18
EXHIBIT C - CERTIFICATE OF INSURABILITY 19
EXHIBIT D – NON-COLLUSION AFFIDAVIT 20
EXHIBIT E – DISCLOSURE OF RESPONSIBILITY STATEMENT 21
ATTACHMENT A – DRAFT SERVICES AGREEMENT (Procurement)..... 22
ATTACHMENT B – BUSINESS ASSOCIATE AGREEMENT 30

**SECTION A – PUBLIC NOTICE
REQUEST FOR PROPOSAL
Lake Havasu City, Arizona**

**RFP NO.: P24-FD-500385
RFP TITLE: AMBULANCE BILLING SERVICES**

RFP CLOSING DATE: April 3, 2024

RFP NOTICE: Notice is hereby given that sealed proposals shall be received by the **City Clerk's Office, 2330 McCulloch Boulevard N., Lake Havasu City, Arizona, 86403** OR electronically on DemandStar (<https://www.demandstar.com/app/buyers/bids/418173/details>) until **3:00 p.m. Arizona Time on Wednesday, April 3, 2024**. All proposals received in proper form shall be publicly opened virtually and read aloud on the same day at 3:00 p.m., Room 109, City Hall, 2330 McCulloch Boulevard N., Lake Havasu City, Arizona, 86403. Public openings may be attended in-person or virtually by accessing the following video conferencing system:

To join the meeting on a computer or mobile phone:

<https://tinyurl.com/3f94b2ww>

Meeting ID: 270 366 031 956

Passcode: jcVbxK

Join with a video conferencing device

160264325@teams.bjn.vc

Video Conference ID: 112 219 692 0

Pre-Proposal Conference: None

Lake Havasu City may reject any proposal not in compliance with all prescribed public competitive procurement procedures and requirements and may reject for good cause any or all proposals if Lake Havasu City finds it is in the public interest to do so.

RFP DESCRIPTION: Lake Havasu City is requesting proposals from qualified firms that have experience and expertise to provide independent ambulance billing services.

There is not an expressed or implied obligation for Lake Havasu City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

RFP documents, specifications, and addenda may be obtained in the following locations:

Lake Havasu City Website: <https://www.lhcaz.gov/budget-and-finance/bids-rfps>

DemandStar: <https://www.demandstar.com/app/buyers/bids/418173/details>

Pursuant to the Americans with Disabilities Act (ADA), Lake Havasu City endeavors to ensure the accessibility of all of its programs, facilities and services to all persons with disabilities. If you need an accommodation for this meeting, please contact the City Clerk's office at (928) 453-4142 at least 24 hours prior to the meeting so that an accommodation may be arranged.

Publish: February 22nd and 29th 2024

**TODAY'S NEWS HERALD
ARIZONA BUSINESS GAZETTE**

SECTION B – INTENT TO RESPOND NOTIFICATION

RFP NO.: P24-FD-500385

RFP TITLE: AMBULANCE BILLING SERVICES

CLOSING DATE & TIME: April 3, 2024 at 3:00pm Arizona time

LETTER OF INTENT TO RESPOND

This is to notify that it is our present intent to submit a proposal in response to the above referenced RFP.

The individual to whom all information regarding this RFP should be transmitted is:

Company Name: _____

Contact Name: _____

Street Address: _____

City, State, & Zip: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Submit this Letter of Intent by the deadline for requests for clarification and protests which is to be electronically received by **March 22, 2024, 4:00 p.m., Arizona Time.**

Letter of Intent to Bid
RFP No.: P24-FD-500385
Lake Havasu City
Administrative Services
Attn: Laura Herzog, Procurement Specialist
Email to: purchasing@lhcaz.gov

SECTION C – INSTRUCTIONS TO PROPOSER

1.0 IMPORTANT DATES SUMMARY

IMPORTANT DATES (Dates may be subject to change.)	
ACTIVITY (All times are in Arizona time.)	DATE
RFP Release/Advertisement	February 22, 2024
Submittal of Written Questions (4:00 p.m. AZ time)	March 22, 2024
Proposal Must Be Submitted by (3:00 p.m. local AZ time)	April 3, 2024
Evaluation Committee reviews Request for Proposals	April 4-12, 2024
Clarification – Best and Final Offers	April 15-26, 2024
City Council Award Recommendation (tentative)	May 14, 2024

2.0 REQUEST FOR PROPOSAL (RFP)

Lake Havasu City Fire Department (City) is soliciting proposals from qualified firms that have experience and expertise to provide independent ambulance billing services. **Please Read: Lake Havasu City has applied to the Arizona Department of Health Services (ADHS) for a certificate of necessity (CON) to provide ground ambulance transport services. Lake Havasu City must have a CON to bill for ambulance transport services in Arizona. The city expects to be issued a CON from ADHS within three to two months, tentatively March or April 2024.**

3.0 BACKGROUND

The City's Fire Department operates the Emergency Medical Services (EMS) Division. The city is the primary first response for on-scene patient care, and a private ambulance company provides transport. The city is obtaining a certificate of necessity (CON) to enhance its ambulance transport resources. The city's pending CON is seeking approval to operate two full-time ALS ambulances 24 hours daily for 911 emergency incidents and a third in-demand ambulance. The city will provide no interfacility transports. In the last calendar year, the Fire Department responded to approximately 10,000 calls for service from six stations, of which 7,000 were EMS-related. The EMS division projects that two ambulances and in-demand ambulances will transport around 2,500 patients annually.

4.0 SCOPE OF SERVICES

Reference Section F – Technical Specifications, Obligations of Proposer and Section G – Technical Specifications, Obligations of City.

5.0 MINIMUM QUALIFICATIONS

Reference Section C – Instruction to Proposers, paragraph 9.3(f) – current and former clients list.

6.0 CONTRACT TERMS AND CONTRACTUAL RELATIONSHIP

The successful proposer will be required to enter into a contract with the City to provide the Ambulance Billing Services, reference Attachment A – Draft Services Agreement (Procurement). Any exceptions must be included with the offer and submitted on the "Exceptions to RFP" area in Offer Section (Exhibit A) or equivalent in which the Proposer clearly identifies the specific objection and/or exceptions. Failure to list an exception or objection shall preclude a request for changes. The offer must include a statement that the Proposer has reviewed Attachment A – Draft Services Agreement (Procurement) and list any objections to them. Any objections will be considered and included in the City's evaluation of the offer. If the Proposer fails to list any objections to the Draft Agreements, the Proposer will not be allowed to raise

any objections later if selected for award. The terms of that contract shall be commercially reasonable and will be negotiated in connection with the agreement once a decision has been reached on the winning proposal. The proposer may include sample agreement(s) for consideration in addition to outlining the objection and/or exceptions to Attachment A – Draft Services Agreement (Procurement).

7.0 NO CONFLICT OF INTEREST AFFIRMATION STATEMENT

The Proposer shall provide an affirmative statement that it is independent of Lake Havasu City (City). The Proposer shall list and describe any professional relationship involving the City for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the ambulance billing services.

8.0 QUESTIONS

All questions that arise relating to this RFP shall be directed in writing to purchasing@lhcaz.gov. To be considered, written inquiries shall be received at the above-referenced email address by March 22, 2024, 4:00 p.m., Arizona time. Inquiries received will then be answered in an Addendum to the RFP. **Verbal Requests for clarifications or interpretations will not be accepted.** The City may decide not to address questions received after this deadline.

9.0 PROPOSAL FORMAT

Content and completeness are most important. Clear and effective presentations are preferred, with elaborate decorative or extraneous materials strongly discouraged. Special bindings, colored displays, promotional, and similar materials are not required nor desired. The title page, contents page, tabs (with no information written on them), and any supplemental attachments required by the City will not be numbered or counted against the maximum number of pages. The proposal shall be submitted in an 8-1/2" X 11" format and shall be no more than 50 pages maximum. Proposal submittal requirements are described below. All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP.

9.1 Offer – Exhibit A

- a. Include a letter introducing the firm and the primary contact, which is signed by a representative authorized to bind the company.

9.2 Executive Summary

- a. Include a letter introducing the firm and the primary contact, which is signed by a representative authorized to bind the company.

9.3 Qualifications, Experience of Firm, and References

- a. Provide a description and listing of your firm, current size, and years of experience.
- b. Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists, who would be assigned to the engagement. Indicate whether each such person is a Certified Ambulance Coder (CAC).
- c. Provide information on the ambulance billing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this agreement.
- d. Provide an organizational chart showing the staffing and lines of authority for the key personnel to be utilized.
- e. State the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement.
- f. Provide a list of at least three (3) current and/or former clients the City may contact regarding Proposer’s performance. Complete and submit Exhibit B – References.

9.4 Billing Approach

Describe the proposer's proposed billing approach to meet all items listed in Section F – Technical Specifications.

9.5 Cost Proposal and Pricing Methodology

The Proposer shall provide the total all-inclusive billing rate to perform the services required. The Proposer shall also include the timeframe for payment of monthly invoices for services and identify if any interest will be charged for unpaid invoices. If any other fees are to be utilized, these fees must be detailed in the proposal.

9.6 Sample Reports

The Proposer shall provide a copy of the reports that will be issued monthly. This sample report will be considered a supplemental attachment and will not be counted against the maximum number of pages. Annual reports and additional information will be needed for audit requirements. Provide a statement on the ability to assist with audit requests/requirements.

9.7 Average Collection Rate

The Proposer shall state their average collection rate for similar services with other government agencies provided in paragraph 8.3, and Exhibit B - References.

9.8 Completeness of Proposal

Content and completeness are important. The Proposer's proposal shall be evaluated on its completeness and how it provides in a clear, concise, and comprehensive detail how, based on the Proposer's qualifications and experience, the Proposer intends to approach performing the basic services and obligations outlined in Section F, Technical Specifications, and how the Proposer intends to bill the City for the cost to perform those services.

9.9 Exceptions to RFP or Draft Services Agreement (Procurement)

Any exceptions to the RFP, or Agreement Terms identified in above paragraph 6.0, must be included with the offer and submitted on the "Exceptions to RFP" in Offer Section (Exhibit A) or equivalent in which the Proposer clearly identifies the specific objection and/or exceptions. Failure to list an exception or objection shall preclude a request for specifications or Contract language changes. The proposed form of the Contract is included as part of this RFP. The offer must include a statement that the Proposer has reviewed the specifications and Draft Contract and list any objections to them. Any objections to specifications or the Draft Contract will be considered and included in the City's evaluation of the offer. If the Proposer fails to list any objections to the specifications or Draft Contract, the Proposer will not be allowed to raise any objections later if selected for award. An offer that takes exception to a material requirement of any part of the RFP, specifications, or Draft Contract shall be rejected as non-responsive.

10.0 PROPOSAL DELIVERY

Proposals may be submitted electronically via the City's DemandStar Network at <https://www.demandstar.com/app/buyers/bids/418173/details> OR as a hard copy. Proposals shall be received/submitted no later than **April 3, 2024, 3:00 p.m., Arizona time**. Late submittals will not be considered under any circumstance.

Below are additional instructions depending on the method of submitting a proposal. Please review accordingly.

Electronic Submission:

- Proposal shall be submitted with a digital signature by a person authorized to sign.
- Proposals submitted through DemandStar must be submitted under the appropriate solicitation opportunity at: <https://www.demandstar.com/app/buyers/bids/418173/details>. Submissions erroneously submitted under the wrong solicitation will not be considered.

Hard Copy Submission:

- At least one (1) signed original proposal, and five (5) copies of the proposal, must be submitted. Submittals must be clearly addressed to the City Clerk's Office, 2330 McCulloch Blvd. N, Lake Havasu City, Arizona, 86403.
- Submittals must be in a sealed envelope with the RFP Number and the Proposer's name and address clearly indicated on the envelope.

Proposals will be opened immediately after 3:00 p.m. (Arizona time) on April 3, 2024, at Lake Havasu City Hall, Room 109, located at 2330 McCulloch Blvd. N, Lake Havasu City, Arizona, 86403.

Each proposer may submit more than one response. If more than one response is submitted, each response must be complete unto itself, sealed in a separate envelope or as a separate electronic submission. Each response shall be marked as "Primary Response" or "Alternate Response #1, #2, #3, etc." on the envelope and on the cover of each copy for either hard copy submission or electronic submission.

SECTION D – EVALUATION CRITERIA AND AWARD

1.0 EVALUATION

Lake Havasu City will review and score the proposals based on the following criteria:

A	Qualifications, Experience and References	30 Pts
	<ul style="list-style-type: none"> • Reference Section C – Instructions to Proposers, Paragraph 9 – Proposal Format, sub-section 9.3 • Complete Exhibit B – References 	
B	Billing Approach	30 Pts
	<ul style="list-style-type: none"> • Reference Section C – Instructions to Proposers, subparagraph 9.4 	
C	Cost Proposal and Pricing Methodology	30 Pts
	<ul style="list-style-type: none"> • Reference Section C – Instructions to Proposers, subparagraph 9.5 	
D	Completeness of Proposal	10 Pts
	<ul style="list-style-type: none"> • Content and completeness are important. The Proposer's proposal shall be evaluated on its completeness, and how it provides in a clear, concise, and comprehensive detail of how, based on the Proposer's qualifications and experience, the Proposer intends to approach performing the basic services and obligations outlined in Section F & G, Technical Specifications, how the Proposer intends to bill the City for the cost to perform those services, sample reports, exceptions taken, and other detail deemed of importance. 	
TOTAL		100 Pts

Selected Proposal will have the highest score averaged from the scores of the reviewers, with 100 points being the maximum possible individual score.

2.0 ORAL PRESENTATION / INTERVIEW (OPTIONAL): SCORING

Proposing firms selected for presentations (if determined by City to be necessary) may be invited to participate in discussions with the Selection Committee at such date as announced by the City and awarded points based upon the criteria as outlined below. Proposing firms may be given additional information for these presentations/interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and more to (i) identifying the Proposing firms' program approach and to an appraisal of the people who would be directly involved in this Services for this RFP, and (ii) exploring with the Proposer the scope and nature of the project, the Proposer's proposed method of performance and the relative utility of alternate methods of approach.

Presentation/Interview

General Information – up to 10 points

Billing Approach and Business Solutions – up to 40 points

Qualifications and Experience of Proposer – up to 30 points

Qualifications and Experience of Key Personnel – up to 20 points

Total Possible Points for Presentation – up to 100

Total Points Possible for Proposal: 200

3.0 AWARD

Award Recommendations will be posted on the Lake Havasu City Website at <https://www.lhcaz.gov/budget-and-finance/bids-rfps>. A file will be available for all proposers and the public for review, consisting of this RFP, all accepted proposals, scoring document, memorandum to the City Council, advertising documents, and Conference attendance sheets. City Staff will present the recommendations to the City Council at a regularly held meeting. The City Council will take action to accept or reject the recommended proposal at that time, and to direct Staff to negotiate the final business terms with the successful Proposer, substantially conforming to the chosen proposal. The resulting contract will then be taken to the City Council for final approval and execution.

SECTION E – TERMS AND CONDITIONS

1.0 CITY'S RESERVATION OF RIGHTS

In connection with the issuance of this RFP, the City reserves and may, in its sole discretion, exercise any one or more of the following rights and options that Proposers hereby agree to by submitting a Proposal to the RFP:

1. To reject any and all Proposals and to reissue this RFP at any time;
2. To issue a new RFP with terms and conditions substantially different from those set forth in this or a previous RFP;
3. To issue a new RFP with terms and conditions that are the same or similar as those set forth in this or a previous RFP in order to obtain additional Proposals or for any other reason, the City determines to be in the best interest of the City;
4. To extend this RFP in order to allow for time to obtain additional Proposals prior to the RFP's Proposal deadline or for any other reason the City determines to be in the best interest of the City;
5. To supplement, amend, substitute, or otherwise modify or amend this RFP at any time;
6. To cancel this RFP at any time;
7. To waive any defect of deficiency in any proposal;
8. To enter into negotiations with any one or more Proposers regarding the terms of their proposals and
9. To enter into simultaneous, competitive negotiations with multiple Proposers.

2.0 RIGHT TO DISQUALIFY

The City reserves the right to disqualify any Proposer who fails to provide information or data requested herein or who provides materially inaccurate or misleading information or data. The City reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposals submitted or any other data available to the City.

3.0 DISCLOSURE

If the firm, business, or person submitting this offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Proposer shall fully explain the circumstances relating to the preclusion or proposed preclusion in the offer. The Proposer shall include a letter with its offer setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances, including, the details enumerated above, shall be provided.

4.0 PREPARATION COSTS

Under no circumstances will the City be responsible for any costs incurred by anyone in: 1) responding to this RFP; 2) in any subsequent follow up to the proposal; or 3) in any subsequent negotiations of a contract.

5.0 OFFER ACCEPTANCE PERIOD

All offers shall remain open for one hundred twenty (120) days after the day of the opening of offers, but the City may, at its sole discretion, release any Proposer and return the security (as applicable) prior to that date. No Proposer may withdraw his offer during this period without written permission from the City. Should any Proposer refuse to enter into a contract, under the terms and conditions of the RFP, the City may retain the security (as applicable), not as a penalty, but as liquidated damages.

6.0 INSURANCE REQUIREMENTS

The successful proposer will be required to enter into a contract with the City to provide the Ambulance Billing Services, reference Attachment A – Draft Services Agreement (Procurement) which includes Indemnification and

Insurance requirements identified in Article VI. The Proposer shall submit the enclosed Certificate of Insurability (Exhibit C) with their offer to the City.

7.0 PROPOSER CERTIFICATION

By submitting a proposal, each Proposer certifies it has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official, or current contracting consultant of the City. Any Proposer unable to comply with any required certifications may be disqualified.

In compliance with A.R.S. §§ 1-501 and 1-502, the City shall require any successful Proposer that submits its proposal as a sole proprietorship or as an individual to complete the Affidavit of Lawful Presence prior to the award of any contract resulting from this process.

8.0 COVENANT AGAINST CONTINGENT FEES PAID TO PROPOSER

By submitting a proposal, the Proposer and each member of the development team certify that they have not employed nor retained any person or company other than a member of the development team or a bona fide employee working solely for the Proposer or any member of the development team, to solicit or secure the contract described in this RFP and that no agreement has been made to pay the Proposer or any member of its development team any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or execution of such contract. The Proposer certifies that the submission of the Proposal did not involve collusion or other anti-competitive practices.

9.0 APPLICABLE LAW

Any and all disputes arising under this RFP and any resulting contract shall be governed according to the laws of the State of Arizona, and the Proposer shall agree that the venue for any such action brought to enforce provisions of the contract shall be in the State of Arizona.

10.0 BUSINESS REGISTRATION

The Proposer understands and agrees that, if awarded the Contract, the Proposer is required to maintain a current Business Registration with Lake Havasu City as required. Applications are available on the City's website: <https://www.lhcaz.gov/business-license>

11.0 NON-COLLUSION AFFIDAVIT

The Proposer shall submit the enclosed Non-collusion Affidavit (Exhibit D) with their offer to the City.

12.0 DISCLOSURE OF RESPONSIBILITY STATEMENT

The Proposer shall sign and submit the enclosed Disclosure of Responsibility Statement (Exhibit E) with their offer to the City.

13.0 BUSINESS ASSOCIATE AGREEMENT

Upon award of the contract, the successful Proposer will be required to complete the Business Associate Agreement (Attachment B) and return it with the completed contract.

14.0 COMPLIANCE WITH LAWS

Proposers agree to fully observe and comply with all applicable Federal, State, and local laws, regulations, standards, codes, and ordinances.

15.0 PROTEST OF AWARD

A protest of award must be physically delivered to the Procurement Official within five (5) working days of the notice of award date. Packages containing protests shall be marked as follows:

RFP Award Protest
RFP No. P24-FD-500385
Ambulance Billing Services
Lake Havasu City
Administrative Services Department
Procurement Division
Attn: Lynette Singleton Procurement Official
2330 McCulloch Blvd N.
Lake Havasu City, Arizona 86403

-or-

Electronically Submitted to: singletonl@lhcaz.gov

16.0 ADDITIONAL TERMS AND CONDITIONS

By issuing this RFP, the City shall not create any contractual rights or obligations by and between the City and any person or entity responding hereto.

SECTION F

TECHNICAL SPECIFICATIONS – OBLIGATIONS OF THE PROPOSER

CITY MEDICAL TRANSPORT PROGRAM DESCRIPTION - Pending CON Approval

The City's Fire Department operates the Emergency Medical Services (EMS) Division. The City is the primary first response for on-scene patient care, and a private ambulance company provides transport. The City is obtaining a certificate of necessity (CON) to enhance the ambulance transport resources for the city. The City's pending CON is seeking approval to operate two full-time ALS ambulances 24 hours a day for 911 emergency incidents and a third in-demand ambulance. The City will provide no interfacility transports. In the last calendar year, the Fire Department responded to approximately 10,000 calls for service from six stations, of which 7,000 were EMS-related. The EMS division projects that two ambulances and in-demand ambulances will transport around 2,500 patients annually.

Lake Havasu City is soliciting sealed proposals from professional firms that are qualified by experience and expertise in ambulance billing to provide independent ambulance billing services for the City.

A. BASE SERVICES AND OBLIGATIONS

Proposer shall provide complete medical billing and accounts receivable management services for the City as described below. Proposer shall:

1. Prepare and submit all initial claims and bills for the City promptly (within seven (7) business days) upon receipt thereof, and prepare and submit all secondary claims and bills promptly after identification of the need to submit a secondary claim.
2. Assist the City in identifying all necessary documentation in order to process and bill the accounts.
3. Direct all payments to a bank account designated by the City, to which the City alone will have signature authority.
4. Pursue appeals of denials, partial denials, and rejections when deemed appropriate by the Proposer or as otherwise requested in writing by the City.
5. Respond to and follow up with all Payors and respond to all messages or inquiries from a Payor.
6. Provide appropriate storage and data backup for all records pertaining to the City's bills and collections hereunder, accessible to the City at all reasonable times.
7. Maintain records of all services performed and all financial transactions per State and Federal requirements.
8. Meet, as needed, with representatives of the City to discuss results, problems, and recommendations.
9. Provide any City designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.
10. Ensure that the City is kept apprised of important changes to industry regulations.
11. Recommend reasonably necessary training periodically, as needed for the City's emergency medical personnel regarding the gathering of the necessary information and property completion of Patient Care Reports.

12. Utilize up-to-date knowledge and information with regard to coding requirements and standards to comply with applicable Federal, State, and local regulations.
13. Reconcile the number of transports dispatched with those billed monthly.
14. Provide a designated liaison for patients and other Payor concerns. Provide a telephone number for patients and other Payors.
15. Facilitate proper security of confidential information and proper shredding of all disposed materials containing such information.
16. Respond to any City or Payor inquiry or questions promptly.
17. Maintain appropriate accounting procedures for reconciling all deposits, receivables, billings, patient accounts, adjustments, and refunds in accordance with generally accepted accounting principles (GAAP).
18. Provide access to the City of all requested information in order for the City to perform appropriate and periodic audits. Reasonable notice will be given to the Proposer for any planned audit and will be conducted during normal business hours of the Proposer.
19. Provide at the close of each month comprehensive reports in a mutually agreed upon format facilitating all required aspects of monitoring, evaluating, auditing, and managing the services provided and fiscal reporting for the July 1 through June 30 fiscal year time frame.
20. Assign billing patient numbers providing cross-reference to the City's assigned transport (run) numbers.
21. Maintain responsibility for notifying the City of missing or incomplete insurance information on submitted forms if it becomes a recurring problem.
22. Provide accurate coding of medical claims based on information provided by the City.
23. Make recommendations for fee schedule changes and regularly advise the City on changes in statutes and industry regulations.
24. Negotiate and arrange modified payment plans for individuals unable to pay the full amount when billed. Will offer these patients a payment plan with no interest or the Indigent/Hardship Application.
25. No account shall be turned over to the Collection Agency without the City's consent.
26. Maintain records in a hardcopy format that meets all federal and state requirements for maintaining patient medical records.
27. Maintain deposit control sheets (audit trails) and original documentation.
28. Create, implement, and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (12/18/1998) promulgated by the Office of Inspector General of the Department of Health and Human Services (OIG).
29. The City will provide access to Image Trend Elite EPCR or current EPCR. Proposer must be capable of moving data from Image Trend Elite or current EPCR to their billing software.

30. Insurance billing information will be provided to the Proposer. Insurance information will be manually entered into the billing system.
31. Billing should be done electronically through clearing houses for insurance companies.
32. Proposer will keep Medicare and AHCCCS licenses current and manage contracts with all insurance companies.
33. Proposer will provide the City with a list of incident numbers being billed daily. This list should be emailed to the City daily. Friday-Saturday-Sunday-Holidays can be emailed on the next business day. The City will provide acknowledgment to Proposer daily except as noted.
34. Proposer will provide call reports to the City a minimum of three (3) times per month. The report shall be in spreadsheet format and shall include the City's call number, patient account name, call date, current payor, charges, credits, and balance. Each date will be listed on a separate spreadsheet.
35. Provide updated and maintain current signature forms as needed per Centers for Medicare and Medicaid Services (CMS) Rules.

SECTION G
TECHNICAL SPECIFICATIONS - OBLIGATIONS OF THE CITY

- A.** Pay to Poposer compensation as forth in the Contract.
- B.** Provide Proposer with accurate and complete electronic Patient Care Report, identifying the following minimum information:
- Patient's full name, and date of birth
 - Full Mailing address and telephone number of patient and other party responsible for payment ("Guarantor") when applicable
 - All Guarantors' information (full name, mailing address, phone, date of birth and relationship to patient)
 - The name and address of the Patient's Primary and any Secondary Health Insurance Carrier, the name and date of birth of the policyholder or primary covered party, and any applicable group and ID numbers, including Medicare and/or Medicaid HIC numbers if applicable.
 - The auto insurance carrier's address and/or agent's name and phone if an automobile accident and the policyholder covered party
 - Patient employer's name, address, and Workers' Compensation Insurance information if the incident is work-related
 - Call incident numbers and times (CAD time log), transporting unit, and crew members with their license level, i.e., EMT or CEP.
 - The complete Patient point of pick-up address with zip code.
 - A completed Hospital Face Sheet, ECG/EKG strips, and any additional paperwork given by the facility or patient (i.e., DNR, POA, facility triage sheets).
 - The supply charges are to be applied to the call as determined by the City according to DHS-allowed charges and rates.
 - Odometer readings, including tenths, such that loaded miles may be calculated.
 - The Assignment of Benefits and Privacy Acknowledgment Form signed by the patient or his/her representative for every patient care report.
 - Completed patient care refusal reports with all required signatures.
 - Signatures and printed (typed) full name and credentials (i.e., RN, MD) of receiving facility person that is accepting patient care.
 - The Physician Certification Statement (PCS) for non-emergency transports (pursuant to the most current regulations of CMS).
 - Reason for transport, including Certificate of Medical Necessity and Advanced Beneficiary Notice when appropriate.
 - Any other information that may reasonably require to bill the Patient, Guarantor, public or private third-party payor or other responsible party, (collectively, "Responsible Party").
- C.** Provide the City's State and Federal tax identification and NPI numbers.
- D.** Provide all Provider identification numbers for the CON operated by the City including Medicare and AHCCCS.
- E.** Forward copies of all checks, and original explanation of benefit documents, receipts, insurance, Medicare correspondence, AHCCCS correspondence, and other documents related to ambulance billing services to Proposer for appropriate processing and posting within two (2) working days of receipt.
- F.** Comply with all applicable Arizona DHS Rules and Regulations pertaining to ambulance billing rates and charges. Comply with all HIPAA and Red Flag Rules. Should the City intentionally or unintentionally fail to comply with said regulations, the City shall hold Proposer harmless from any damages arising from the infraction.
- G.** Return to Proposer the recommended list of accounts with the City's authorization for collections.
- H.** The City will provide Proposer with a monthly list of calls that should have been billed for reconciliation.

SECTION H – PROPOSER’S CHECKLIST

- 1. The Intent to Respond Notification has been submitted (see Section B).
- 2. The offer has been signed in the Offer Section (Exhibit A). Offers not signed in this section will not be considered.
- 3. Any addendums have been included/noted in Offer Section (see Exhibit A).
- 4. All items listed in the Offer Section have been responded to as applicable/required (see Exhibit A).
- 5. Executive Summary (see Section C – Instructions to Proposers, sub-paragraph 9.2)
- 6. Qualifications and Experience (see Section C – Instructions to Proposers, sub-paragraph 9.3).
- 7. Billing Approach (see Section C – Instructions to Proposers, sub-paragraph 9.4).
- 8. The prices offered have been reviewed. The price extensions and totals have been checked (see Section C – Instructions to Proposers, Paragraph 9.5).
- 9. Sample Reports (see Section C – Instructions to Proposers, Paragraph 9.6).
- 10. Average Collection Rate (see Section C – Instructions to Proposers, sub-paragraph 9.7)
- 11. References (Exhibit B) has been completed and submitted.
- 12. Certificate of Insurability (Exhibit C) has been signed and included with offer.
- 13. Non-Collusion Affidavit (Exhibit D) has been signed and included with offer.
- 14. Disclosure of Responsibility Statement (Exhibit E) has been signed and included with offer.
- 15. Any exceptions to the RFP, Attachment A – Draft Services Agreement (Procurement), and/or Attachment B – Business Associate Agreement have been included with offer.
- 16. Sample agreement for consideration in addition to outlining the objection and/or exceptions to Attachments A – Draft Services Agreement (Procurement) and B – Draft Business Associates Agreement (if applicable).
- 17. The supplementary information requested has been included in a separate proposal document (if applicable).
- 18. If Electronic Submittal, Request for Proposal (RFP) has been uploaded and submitted through DemandStar (Reference Section A – Public Notice and Section C – Instructions to Proposer, paragraph 10 – Proposal Delivery.
- 19. If Hard Copy Submittal, Request for Proposal (RFP) package/envelope has been identified with Solicitation Number and Title per the requirements identified in Section A – Public Notice and Section C – Instructions to Proposer, paragraph 10.0 – Proposal Delivery.

**EXHIBIT A
OFFER SECTION**

(Including all information required to be submitted with Offer)

1. Proposer Information

Firm Name:
Contact Name:
Principal Address:
Phone Number:
Email Address:
Local Address (if applicable):
Type of Organization:
Tax ID #:
License #:
Lake Havasu City Business License # (if applicable):

2. Receipt of Addenda:

Proposer acknowledges receipt of the following Solicitation Addendum(s):

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____

3. Section H – Proposer’s Checklist acknowledges required documentation has been signed, and submitted with proposal package.

4. Intent to be Bound by Offer:

(Signature of Individual Authorized to Sign Offer)
(Printed Name of Individual Authorized to Sign Offer)

EXHIBIT B - REFERENCES

1. Agency/Company _____
Address _____
Phone: _____
Contact Person _____
Email Address _____
Services Provided _____
Term of Services _____

2. Agency/Company _____
Address _____
Phone: _____
Contact Person _____
Email Address _____
Services Provided _____
Term of Services _____

3. Agency/Company _____
Address _____
Phone: _____
Contact Person _____
Email Address _____
Services Provided _____
Term of Services _____

EXHIBIT C - CERTIFICATE OF INSURABILITY

I hereby certify that as a Proposer to Lake Havasu City (City) for Solicitation No. P23-FD-500385, I am fully aware of insurance requirements contained in the Services Agreement (Attachment A – Draft) and by the submission of this proposal. I hereby assure the City that I am able to produce the insurance coverage required should I be selected to be awarded the Agreement.

Should I be awarded the Agreement by the City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Agreement and shall be subject to penalties up to and including termination of the Agreement at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by the City.

Signature of Proposer

Company

Date

EXHIBIT E
DISCLOSURE OF RESPONSIBILITY STATEMENT

- A. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

- B. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the Proposer.

- C. List any convictions or civil judgments under state or federal antitrust statutes.

- D. List any violations of contract provisions such as failing to perform (without good cause), or unsatisfactory performance, in accordance with the specifications of a contract.

- E. List any prior suspensions or debarments by any governmental agency.

- F. List any contracts not completed on time.

- G. List any penalties imposed for time delays and/or quality of materials and workmanship.

- H. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

I, _____, as _____
Name of Individual Title & Authority

of _____, declare under oath that the above statements, including any supplemental responses attached hereto, are true.

By: _____
Signature of Individual/Representative

**ATTACHMENT A
DRAFT SERVICES AGREEMENT
(PROCUREMENT)**

THIS AGREEMENT, made and entered into this, ___ day of _____, 20__ by and between the Lake Havasu City, and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the CITY, and organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the CONTRACTOR.

WITNESSETH: That the said CONTRACTOR, for and in consideration of the sum to be paid them by the said CITY, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the Contract Documents provided, hereby agrees, themselves, their heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I - RECITALS

- A. CITY desires to obtain independent ambulance billing services for the CITY; and,
- B. CITY set forth the terms of the scope of required technical services in the Request for Proposals for Ambulance Billing Services (the Request for Proposals is attached and made a part of this Contract); and,
- C. CONTRACTOR represents that it is qualified and fully licensed to perform all work agreed to in this Contract; and,
- D. CONTRACTOR in its Proposal (attached and made a part of this Contract) set for the terms by which it will provide such ambulance billing services.

ARTICLE II - SCOPE OF WORK

The CONTRACTOR shall furnish the services and deliverables as specified in the Technical Specifications (Exhibit A) attached hereto and made a part of this Contract, to Lake Havasu City, 2330 McCulloch Blvd N. Lake Havasu City, AZ 86403

ARTICLE III - CONTRACT TERM

- A. Following execution of this Contract by the CITY, CONTRACTOR shall commence work and shall complete all services described herein as detailed in the Technical Specifications (Exhibit A).
- B. This Contract shall commence on the ___ day of _____, _____ and terminate on the ___ day of _____, _____ unless terminated earlier, as provided below. After the initial term of the Contract, unless modified or terminated by the Parties prior to said expiration, this Contract shall automatically renew for consecutive one (1) year terms.
- C. Throughout its term, this Contract may be cancelled by either party at the end of ninety (90) days after the receipt of written notice by the other party (written notice shall mean upon the receipt and signing of return mail). There shall be no penalty to the canceling party for such early termination nor shall the other party be entitled to any damages due to the early cancellation. In the event that the CITY gives notice of cancellation, it shall only be responsible for paying any outstanding charges for work completed, in accordance with this Contract, no later than 5:00 pm, on the day following receipt of notice of cancellation.
- D. **Modifications:** This Contract may be revised or modified only by mutual consent of the Parties in writing.
- E. **Cooperative Use of Contract.** In addition to CITY, and with approval of CONTRACTOR, the Contract may be extended for use by other fire departments, municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

ARTICLE IV - CONTRACT ADMINISTRATOR

- A. To provide the professional services required by this Contract, CONTRACTOR shall act under the authority and

approval of the Administrative Manager or designee, (the Contract Administrator), who shall oversee the execution of this Contract, assist CONTRACTOR with any necessary information, audit billings, and approve payments. CONTRACTOR shall channel reports and special requests through the Contract Administrator.

- B. CITY reserves the right to review and approve any/all changes to CONTRACTOR'S key staff assigned to CITY'S project by the firm during the term of this Contract.

ARTICLE V - ACCEPTANCE AND DOCUMENTATION

Each project shall be reviewed and approved by CITY to determine acceptable completion. All documents, including but not limited to, data compilations, studies, packing slips / bills of lading and reports which are prepared in the performance of this Contract, shall be and remain the property of CITY and shall be delivered to CITY before final payment is made to CONTRACTOR.

ARTICLE VI - INDEMNIFICATION AND INSURANCE

- A. CONTRACTOR agrees to indemnify, defend, save, and hold harmless the CITY, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation, and litigation) ("Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the CONTRACTOR or any of its owners, officers, directors, agents, employees, or contractors. This Indemnity includes any claim or amount arising out of or recovered under Workers' Compensation law or arising out of the failure of the CONTRACTOR to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the CITY shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CITY, be indemnified by CONTRACTOR from and against any and all claims. It is agreed that CONTRACTOR will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.
- B. CONTRACTOR and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors.
- C. The *insurance requirements* herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this Agreement by the CONTRACTOR, its agents, representatives, employees or subcontractors, and CONTRACTOR is free to purchase additional insurance.
- D. MINIMUM SCOPE AND LIMITS OF INSURANCE: CONTRACTOR shall provide coverage with limits of liability not less than those stated below.

D.1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$1,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Blanket Contractual Liability – Written and Oral	\$1,000,000
e. Damage to Rented Premises	\$ 50,000
f. Each Occurrence	\$1,000,000

- The policy shall be endorsed, as required by this written agreement, to include the following additional insured language: "**Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor**".

- Policy shall contain a waiver of subrogation, as required by this written agreement, in favor of Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers, and employees for losses arising from work performed by or on behalf of the CONTRACTOR.
- Completed operations coverage shall remain effective for at least two years following expiration of Agreement.

D.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non- owned vehicles used in the performance of this Agreement.

a. Combined Single Limit (CSL) \$1,000,000

- The policy shall be endorsed to include the following additional insured language: "Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR, involving automobiles owned, leased, hired or borrowed by the CONTRACTOR."
- Policy shall contain a waiver of subrogation against Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers, and employees for losses arising from work performed by or on behalf of the CONTRACTOR.

D.3. Workers' Compensation and Employers' Liability

D.4. Employers' Liability

- a. Each Accident \$1,000,000
- b. Disease – Each Employee \$1,000,000
- c. Disease – Policy Limit \$1,000,000

- Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers, and employees for losses arising from work performed by or on behalf of the CONTRACTOR.
- This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

D.5. Professional Liability (Errors and Omissions Liability)

- a. Each Claim \$1,000,000
- b. Annual Aggregate \$2,000,000

- In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

- a. The policy shall cover professional misconduct, negligent acts, or lack of ordinary skill for those positions defined in the Scope of Work of this Agreement.

E. ADDITIONAL INSURANCE REQUIREMENTS: The policies, with the exception of Workers' Compensation and Professional Liability, shall include, or be endorsed to include, the following provisions:

1. Lake Havasu City, its departments, agencies, boards, commissions and its officers, officials, agents, volunteers, and employees wherever additional insured status is required.
2. The CONTRACTOR's insurance coverage shall be primary insurance with respect to all other available sources.

F. Coverage provided by the CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

G. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) business days written notice to the City. Such notice shall be mailed directly to Lake Havasu City, Administrative Services Department, Procurement Division, 2330 McCulloch Blvd. North, Lake Havasu City, Arizona 86403 and shall be sent by certified mail, return receipt requested.

- H. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.
- I. VERIFICATION OF COVERAGE:
1. CONTRACTOR shall furnish City with certificates of insurance as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 2. All certificates and endorsements are to be received and approved by City at least ten (10) days before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
 3. All certificates required by this Agreement shall be sent directly to Lake Havasu City, Administrative Services, Procurement Division, 2330 McCulloch Blvd. North, Lake Havasu City, Arizona 86403. The Project/contract number and Project description shall be noted on the certificate of insurance. City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.
- J. SUBCONTRACTORS: CONTRACTOR'S certificate(s) shall include all subcontractors as insureds under its policies or CONTRACTOR shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- K. APPROVAL: Any modification or variation from the *insurance requirements* in this Agreement shall be made by the contracting agency in consultation with the Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- L. EXCEPTIONS: In the event the CONTRACTOR or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the CONTRACTOR or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

ARTICLE VII - CANCELLATION OF CONTRACT

- A. Pursuant to A.R.S. Section 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Contract is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of one of the parties at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity, or a Consultant to any other party of the Contract with respect to the subject matter of the Contract.
- B. **Non-Appropriation:** The CITY'S obligations under this Contract will be subject to the right of non- appropriation. In the event the Governing Body of CITY fails to appropriate sufficient funds for the funding of this Contract, the Contract will terminate at the end of the fiscal year for which the Governing Body did in fact allocate sufficient funds for the performance of this Contract. An event of non-appropriation will not be considered an event of default under this Contract.
- C. Either Party may terminate this Contract without cause upon ninety (90) days prior written notice to the other Party.
- D. If CONTRACTOR fails to materially perform any obligation required herein, and such default continues for thirty (30) calendar days after receipt of written notice from the CITY specifying the nature and extent of the failure to materially perform such obligations, this Contract shall terminate upon the expiration of said thirty (30) calendar day period.
- E. If the CITY fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after receipt of written notice from CONTRACTOR specifying the nature and extent of the failure to materially perform such obligations, this Contract shall terminate upon the expiration of said thirty (30) day calendar period.
- F. Unless otherwise agreed in writing by the Parties, if the CITY or CONTRACTOR shall apply for or consent to the appointment of a petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition or answer

seeking reorganization or arrangement with creditors, or take advantage of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either Party bankrupt or approving a petition seeking reorganization of either Party or appointment of a receiver, trustee or liquidator of either Party or all or a substantial part of its assets, this Contract shall terminate automatically and immediately.

- G. If CONTRACTOR violates any federal, state or local law in the performance of services, the CITY may terminate this Contract effective immediately upon CONTRACTOR's receipt of written notice of termination from the CITY.
- H. **Legislative, Regulatory, Administrative Changes:** If there is to be a change in the Medicare or Medicaid laws, regulations or general instructions, the adoption of new legislation, adoption of new statutes, rules and/or regulations impacting the ADHS and ambulance transport, or a change in any third-party reimbursement system, any of which makes it impossible or illegal for a Party to perform services or receive compensation under this Contract, the Parties will immediately propose good faith modifications to this Contract to comply with the changes. If such proposed modification is given, and if the Parties are unable within sixty (60) days thereafter to agree upon proposed changes, either Party may terminate this Contract by providing the other Party with prior written notice at least sixty (60) days in advance.
- I. **Rights Upon Termination:** If this Contract is terminated pursuant to Article VII, Sections (A), (B), (D), CONTRACTOR shall be entitled to recover when due and payable hereunder all amounts owed to CONTRACTOR hereunder accrued but unpaid as of the date of termination. CONTRACTOR, during the ninety (90) day notice period under Article VII, Section (B), shall cooperate in the transition of the billing and collection services. CONTRACTOR, following any expiration or termination of this Contract, shall return all records to the CITY in the format requested by the CITY, including CD, DVD, external hard drive, etc. and shall cooperate in the transition of the billing and collection services: provided, however that CONTRACTOR may keep any copies of records in accordance with applicable law. The expiration or termination of this Contract, for whatever reason, will not destroy or diminish the binding force and effect of any of the provisions of this Contract that expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof. In no event shall either Party be entitled to recover special, consequential or punitive damages as a result of a breach or default by the other Party under this Contract.
- J. Termination of this Contract will not relieve the CITY from its obligation to pay CONTRACTOR its fees and expensed related to services provided under this Contract.

ARTICLE VIII - NON-DISCRIMINATION

CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, and Federal Executive Order No. 11246, State Executive Order No. 94-4, and A.R.S. Section 41-1461 et. Seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have access to employment opportunities.

CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap.

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin.

CONTRACTOR shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and with the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of handicap in delivering contract services.

ARTICLE IX - NOTICE

Any notice given in connection with this Contract shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated below. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

Contractor: _____

Lake Havasu City

c/o _____

c/o _____

ARTICLE X - CHOICE OF LAW AND VENUE

- A. Any dispute under this Contract or related to this Contract shall be decided in accordance with the laws of the State of Arizona and filed with the Arizona Superior Court of Mohave County. Parties shall comply with all applicable Federal, State, and local laws, rules, and regulations. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Contract, and any disputes hereunder. Any changes in the governing laws, rules, and regulations during the term of this Contract shall apply but do not require an amendment.

- B. **Arbitration:** Any controversy or claim arising out of or relating to this Contract or the breach hereof, including any claim based upon or arising from an alleged tort, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Contract, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any remedy that would be available from a court of law or equity shall be available to the arbitrator(s). The arbitration hearing and all proceedings in connection herewith shall take place in Mohave County. The arbitration hearing shall be commenced within ninety (90) days of the filing of the demand for arbitration, and the award shall be rendered within thirty (30) days of the conclusion of such hearing. The award shall be in writing, binding on both parties, non-appealable and immediately enforceable in a court of law or equity. The arbitrator's cost shall be borne equally by the parties, and each party shall bear its own costs and attorneys' fees.

ARTICLE XI – OBLIGATIONS/CERTIFICATIONS

- A. **Employment Discrimination:** CONTRACTOR and its subcontractors will not discriminate on the grounds of age, race, color, national origin, religion, sex, disability, familial status, or any other protected basis in the selection, treatment, and retention of employees, subcontractors or in the procurement of materials and leases of equipment. CONTRACTOR and any subcontractor will not participate, either directly or indirectly, in any type of discrimination prohibited by any federal, state or local law, including but not limited to Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975.

- B. **Legal Worker Requirements:** As mandated by Arizona Revised Statutes §41-4401, CITY is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes §23-214-A, which requires that employers verify the employment eligibility of their employees through the Federal E-verify system. An "employer" is an independent contractor, a self-employed person, the State of Arizona or any of its political subdivisions, or any individual or type of organization that transacts business in the State of Arizona that has a license issued by an agency in the State and that employs one or more employees in the State (See A.R.S. §23-211-4). Therefore, in signing or performing any contract for CITY, CONTRACTOR fully understands and agrees that:
 - B.1. Both it and any subcontractors it may use shall comply with all Federal immigration laws and regulations that relate to their employees and with A.R.S. §23-214-A;
 - B.2. Any breach of that warranty is material and is subject to penalties up to and including immediate termination of the Contract; and
 - B.3. CITY or its designee is authorized by law to randomly inspect the employment records relating to an employee of CONTRACTOR or any of its subcontractors who works on the Contract to ensure compliance with the warranty made in Paragraph A above.

- C. **Independent Contractor Status:** CONTRACTOR shall act as an independent contractor and should not be considered an employer or agent of the CITY. CONTRACTOR shall retain full control over the employment, direction, compensation, and discharge of all persons assisting in the performance of CONTRACTOR'S services, including the

payment of all employment taxes, unemployment, and workers' compensation benefits.

D. **Power of Attorney:** The CITY hereby grants to CONTRACTOR the power to act on behalf of the CITY to take all action to perform such services as may be necessary to permit CONTRACTOR to meet its obligations under this Contract. Such authority shall include the following:

D.1 **Billing to Patients:** To bill the CITY'S patients, on behalf of the CITY for all billable services.

D.2. **Billing to Payors:** To bill on behalf of the CITY, all claims for reimbursement or indemnification from Payors for all covered billable services provided by the CITY, and to direct that all payments for such services be paid to an address designated by the CITY.

D.3. **Collection of Other Receivables:** The CITY is to collect and receive all accounts receivable generated by such above-referenced billings and claims for reimbursement. CONTRACTOR will administer such accounts in regards to extending time for payment.

D.4. **Deposits:** To electronically deposit all amounts in a bank account in the CITY'S 's name, into bank accounts designated for such purpose by CONTRACTOR (the "Bank Account"). CONTRACTOR covenants to transfer and deliver to the CITY for deposit into the Bank Account all funds received by CONTRACTOR from patients or Payors for services provided by the CITY. Upon receipt of any such funds, CONTRACTOR shall immediately deposit said funds into the Bank Account, and shall fully account to the CITY for said funds, on a monthly basis. Said account shall be under the exclusive control of the CITY, except that CONTRACTOR shall be entitled to compensation for all such sums collected and deposited. The CITY shall be solely responsible for the cost of that account. The CITY shall provide a full accounting of all sums within said Bank Account on a monthly basis.

D.5. **Further Instruments:** Upon the request of CONTRACTOR, the CITY shall execute and deliver to the bank at which the Bank Account is maintained, such additional documents of instruments as may be necessary to evidence or affect CONTRACTOR's ability to make deposits.

D.6. **Monthly Invoicing:** CONTRACTOR shall submit to the CITY, on a monthly basis, an invoice for fees for services performed under this Contract. All invoices shall document and itemize all services performed to date. Each invoice shall include sufficient detail to justify payment. In the event the CITY disputes any part of an invoice amount, such dispute shall be raised in writing to the CONTRACTOR within sixty (60) days of receipt of said invoice. Said objection may be raised even if the invoice has already been paid. If the CITY raises no objection within sixty (60) days of receipt of said invoice, the invoice shall be conclusively deemed accurate and correct and shall be paid by the CITY. In the event the CITY does file an objection on a timely basis, the CONTRACTOR shall respond in writing within sixty (60) days of receipt of said objection. Any overdue amounts payable to the CONTRACTOR that are not subject to a good-faith notice of dispute shall accrue interest at a rate of 1% (one percent) per annum.

E. **Confidential Information:** This section will survive the termination of this Contract.

E.1. Receipt of Confidential Information. The Parties acknowledge that the Parties will be entrusted with Confidential Information that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"). "Confidential Information" means includes but is not limited to, all information of either Party that is not generally known to the public, whether of technical, business or there nature (including, without limitations, trade secrets, know-how, and information relating to the technology, software, designs, specifications and prototypes, customers, business plans, promotional and marketing activities, finances and other business affairs of such Party), that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure ought to be treated as propriety and confidential (collectively, "Confidential Information"). Confidential Information does not include information that is or may be required to be disclosed by law or pursuant to public records laws. All Confidential Information will remain the exclusive property of the Disclosing Party, and the Receiving Party will have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein.

E.2. Use of Confidential Information. During and after the term, the Receiving Party, except as expressly provided

in this Contract, will not disclose the Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party will not use, or permit others to use, Confidential Information for any purpose other than to perform the services under this Contract. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

- E.3. **Return of Confidential Information.** Upon the Disclosing Party's written request or the termination of this Contract, for whatever reason, the Receiving Party promptly will return all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies, and excerpts of Confidential Information).
- F. **No Third-Party Beneficiaries:** Nothing in this Contract will be construed to give any rights or benefits in this Contract to anyone other than the CITY and CONTRACTOR. All duties and responsibilities undertaken under this Contract will be for the sole and exclusive benefit of the CITY and CONTRACTOR, and not for the benefit of any other party.
- G. **HIPAA:** CONTRACTOR is a "covered entity", as that term is defined in the HIPAA Standards for Privacy of Individually Identifiable Health Information and the Standards for Security of Electronic Protected Health Information, 45 C.F.R. Parts 160 and 164, Subparts A, C and E (the "HIPAA Regulations"), and the Health Information Recovery and Reinvestment Act of 2009 (the "HITECH" Act") (collectively, the HIPAA Regulations and the HITECH Act are referred to as the "Requirements"). To the extent this Contract caused CONTRACTOR to be a business associate of the CITY, the Parties will comply with the terms and conditions set forth in Exhibit "H". This Section will survive the termination of this Contract.
- H. **Prohibited Investments:** To the extent applicable, the Parties agree to comply with the requirements of A.R.S. §35-391.06 (A) and 35-393.06 (B), and certify that they do not have any scrutinized business operations.

ARTICLE XII - SEVERABILITY

If any part of this Contract shall be held unenforceable, the rest of the Contract will nevertheless remain in full force and effect.

ARTICLE XIII - PAYMENT

CONTRACTOR agrees that this Contract, as awarded, is for the stated work, and understands that payment for the work will be made on the basis of the indicated amount(s), as detailed in the Proposal (attached and made a part of this Contract). Payment for services shall be made by CITY within thirty (30) days after receipt of a correct invoice.

ARTICLE XIX - ASSIGNMENT

OWNER and CONTRACTOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

Contractor

Lake Havasu City

Company Name

City Manager, or Designee Date

Signature Date

Approved As To Form:

Printed Name

Kelly Garry, Date
City Attorney for Lake Havasu City, Arizona

Title

ATTACHMENT B
DRAFT BUSINESS ASSOCIATE AGREEMENT

Lake Havasu City
Business Associate Agreement
Between Lake Havasu City and _____(CONTRACTOR)

This Business Associate Agreement (“Agreement”) between Lake Havasu City and _____ is executed to ensure that _____ will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of Lake Havasu City Fire Department in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

_____ agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical, and administrative safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement;
3. Report to Lake Havasu City any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Lake Havasu City without unreasonable delay but in no case later than sixty (60) days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of _____ agree to the same restrictions, conditions, and requirements that apply to _____ with respect to such information;
5. Make PHI in a designated record set available to Lake Havasu City and to an individual who has a right of access in a manner that satisfies Lake Havasu City’s obligations to provide access to PHI in accordance with 45 CFR §164.524 within thirty (30) days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by Lake Havasu City, or take other measures necessary to satisfy Lake Havasu City’s obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to Lake Havasu City or an individual who has a right to an accounting within sixty (60) days and as necessary to satisfy Lake Havasu City’s obligations under 45 CFR §164.528;

8. To the extent that _____ is to carry out any of Lake Havasu City's obligations under the HIPAA Privacy Rule, _____ shall comply with the requirements of the Privacy Rule that apply to Lake Havasu City when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by _____ on behalf of Lake Havasu City, available to the Secretary of the Department of Health and Human Services for purposes of determining and Lake Havasu City's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if Lake Havasu City notifies _____ of any restriction on the use or disclosure of PHI that Lake Havasu City has agreed to or is required to abide by under 45 CFR §164.522; and
11. If Lake Havasu City is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), _____ it agrees to assist Lake Havasu City in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Lake Havasu City's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Lake Havasu City agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Lake Havasu City of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Lake Havasu City of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by _____ on behalf of Lake Havasu City include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Lake Havasu City to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers, and other payers to substantiate the healthcare services provided by Lake Havasu City to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that _____ has been engaged to perform on behalf of Lake Havasu City.

D. Termination

1. Lake Havasu City may terminate this Agreement if Lake Havasu City determines that _____ has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

