



October 16, 2014

**NOTICE INVITING PROPOSALS FOR
AMBULANCE BILLING AND COLLECTION SERVICES
FOR THE BEVERLY HILLS FIRE DEPARTMENT**

BID NO. 15-07

The City of Beverly Hills invites prospective Respondents to submit proposals for Fire Department's ambulance billing and collection services. Proposals must be submitted in accordance with the conditions outlined in this Request for Proposals (RFP).

The RFP is being sent to prospective Respondents via e-mail at 4:00 p.m. (Pacific Standard Time) on **October 16, 2014**. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, by no later than **4:00 p.m.** (Pacific Standard Time) on **October 31, 2014**, via mail or in-person, at which time they will be opened and publicly read. Late proposals will not be accepted, and will be returned unopened, regardless of postmark.

Prospective Respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting contractor. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.

All inquiries and comments concerning the RFP must be directed to the primary contact, Sean Stokes, for response, and sent via e-mail to ssokes@beverlyhills.org. To ensure a timely response, please copy the secondary contact, Michael J. Liongson (mliongson@beverlyhills.org) on all inquiries. Any inquiry should state the question only, without additional information. Only substantive inquiries will receive a response. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response.

Respondents to the RFP must submit two (2) copies of their proposal in a sealed envelope.

The envelope should be clearly marked as follows:

Proposal for Ambulance Billing and Collection Services:

BID NO. 15-07

**Attention: Sean Stokes
c/o Office of the City Clerk, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210**

**REQUEST FOR PROPOSALS
FOR AMBULANCE BILLING AND COLLECTION SERVICES FOR THE BEVERLY HILLS FIRE
DEPARTMENT**

Date of Request: **October 16, 2014**

Bid Number: **15-07**

Item Description: The City of Beverly Hills is accepting proposals from qualified companies for the Fire Department's ambulance billing and collection services.

Question Period: **October 16, 2014 at 4:00 p.m.** through **October 23, 2014 at 4:00 p.m.** (Pacific Standard Time). All inquiries must be received via email during this period. Emails must be sent to: [sstokes@beverlyhills.org](mailto:ssstokes@beverlyhills.org); copy to mliongson@beverlyhills.org.

All substantive inquiries will be answered in a weekly comprehensive document which will be sent via e-mail to all potential Respondents, and posted on the City's website.

Open Date: **October 16, 2014, Thursday at 4:00 p.m.** (Pacific Standard Time)

Due Date: **October 31, 2014, Friday at 4:00 p.m.** (Pacific Standard Time)

Evaluation Period: **November 3, 2014 – November 5, 2014**

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SECTION 1: MINIMUM QUALIFICATIONS

1-1. Respondents must have been in the business of providing ambulance billing and collection services, similar to those detailed in this RFP, for at least five (5) years.

1-2. Respondents must provide complete proposals.

1-3. Respondents' proposals must be valid for not less than ninety (90) days after the Open Date.

SECTION 2: GUIDELINES & GENERAL INFORMATION

2-1. Proposals may be withdrawn at any time prior to the Open Date. No proposal may be withdrawn after the Open Date.

2-2. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents and warrants that it has thoroughly examined and become familiar with work required under this RFP, that Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the services requested by City in a manner that meets City's objectives and specifications as outlined in this RFP, and that Respondent has reviewed and inspected all materials submitted in response to this RFP. Once the award has been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for contractor to request additional compensation.

2-3. The Respondent selected for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible to provide the evaluators with enough information to make a fair assessment of the Respondent's services.

2-4. Each Respondent shall submit, in full, the completed original bid form along with all other requested documentation, and all necessary descriptive materials of work Respondent proposes to furnish. Respondents' failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City.

2-5. Every supplier of materials and services and all contractors doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.

2-6. The Respondent selected for the contract shall cooperate in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue the use tax, when applicable, and report the use tax to the State Board of Equalization with a City assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

SECTION 3: INSURANCE AND INDEMNIFICATION REQUIREMENTS

3-1. The Respondent selected ("Contractor") shall at all times during the term of the resulting Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each

occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.

3-2. Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by the Agreement.

3-3. Contractor agrees to maintain in force at all times during the performance of work under the Agreement workers' compensation insurance as required by law.

3-4. Contractor shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of the Agreement.

3-5. The policy or policies required by the Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

3-6. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate the Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Respondent's expense, the premium thereon.

3-7. At all times during the term of the Agreement, Contractor shall maintain on file with the City Clerk a certificate or certificates of insurance on a form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Contractor shall, prior to commencement of work under the Agreement, file with the City Clerk such certificate or certificates.

3-8. The policies of insurance required by the Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insured's. All of the policies required under the Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.

3-9. The insurance provided by Contractor shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it. The policies of insurance required by the Agreement shall include provisions for waiver of subrogation. The Contractor hereby waives all rights of subrogation against City.

3-10. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

3-11. Contractor agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any liability or financial loss (including without limitation, attorneys fees and costs) arising out of the

acts or omissions of Contractor, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

(Note: Proof of insurance need not be submitted with the proposal, but must be provided before the City can award the contract.)

SECTION 4: SCOPE OF WORK AND REQUIREMENTS. The Selected Contractor (“Contractor”) shall be responsible for performing the following services:

A. Invoicing

1. Contractor shall generate invoices and bill thereafter in the following manner:
 - a. Retrieve an electronic patient care record (“PCR”) and other related billing information from the City of Beverly Hills and affiliate Departments, referred hereafter as City, via software (as chosen by the City) or the equivalent thereof,
 - b. Prepare and submit accurate and complete claims according to the services rendered, as defined on the PCR, according to the rates established by the City, according to procedures established by the City and Contractor, and according to all applicable statues and regulations, including, but not limited to:
 - i. Those of Centers for Medicare and Medicaid Services,
 - ii. The Fair Debt Collection Practices Act, and
 - iii. Those of the City.
 - iv. In the event additional / duplicate claims need be prepared / submitted, the Contractor agrees to do such to ensure timely delivery of invoice to responsible parties.
 - c. Mail invoices to patients / parties responsible for payment,
 - i. Responsible parties may include, but are not limited to, Medicare, Medicaid, commercial insurance, supplemental insurance and or secondary insurance, workers compensation,
 1. Electronic filing is the required method of filing Medicare and Medicaid claims. Electronic filing is the preferred method of filing to all other guarantors, if applicable. Otherwise, paper invoices may be issued directly to the patient guarantors.
 - ii. Contractor shall provide all billing functions, including, but not limited to, all mailings to patients / responsible parties, with no additional obligation to the City for the cost for postage or telephone calls performed,
 - iii. Contractor shall pre-screen all claims to confirm compliance with guarantor’s guidelines as applicable (e.g. assignment of benefit signature forms, etc),

- iv. Contractor shall verify insurance eligibility utilizing available resources and commercial databases prior to submission of a patient claim for reimbursement,
- v. The initial invoice shall be dropped no later than fifteen (15) days after the date of service or three (3) days after the Contractor has received the PCR,
 - 1. Invoices shall include the statement 'all checks to be made payable to the City of Beverly Hills' or the equivalent thereof.
- vi. The second invoice shall be dropped thirty (30) days from the date the initial invoice was dropped,
- vii. The third invoice, which is to serve as the 'Final Notice', shall be dropped 30 days from that of the second notice,
- viii. In the event that benefits due to City remain outstanding, the Contractor may forward said account to a Collection Agency,
 - 1. Collection Agency, under sub contract with Contractor, is subject to compliance to requirements herein, and as such, the City may choose to assess the Contractor's utilization of such and request collection services be rendered by another Firm if the Collection Agency practices apart from said requirements,
 - a. Contractor agrees to act as Custodian of Records on behalf of the City as it relates to patient record sharing with the Collection Agency.
 - 2. Contractor shall track accounts forwarded to the Collection Agency and will include in its reporting, outstanding balances, in aggregate,
 - 3. Contractor shall assist the Collection Agency post surrendering the account to the Collection Agency with,
 - a. Information gathering,
 - b. Filing insurance claims for accounts in collections,
 - c. Reviewing of account status with the collection firm,
 - d. Receiving phone calls and assist with conflict mitigation / contestation as it relates to outstanding balances levered against the patient / responsible party,
 - e. Receiving, posting, and forwarding payments received on accounts surrendered to collections.

d. Receivables

- i. Contractor agrees to maintain documentation that accounts for receivables as a result of services provided by City,
 - ii. Contractor shall be responsible for collecting all benefits due to City,
 - iii. Contractor shall maintain the ability to handle all third party submissions and insurance claims,
 - iv. Contractor shall make deposits of payments rendered directly into the City account on a daily basis or once received, whichever comes first. Payments shall be posted to patient accounts within one (1) working day of receipt. Information regarding such receivables shall be forwarded to the City in the form of a weekly deposit cap,
 1. Contractor shall adhere to City Finance / Accounting policies and procedures as it relates to direct depositing of payments.
 - v. Contractor shall allow installment payments as allowed by the City in cases of financial hardship,
 - vi. Contractor shall accept credit card payments on behalf of the City.
2. Contractor shall employ / utilize certified ambulance coders as defined by 'Certified Ambulance Coder Certification and Recertification Standards' (National Academy of Ambulance Coding) or the equivalent thereof,
 3. Contractor agrees to cooperate with the City in its wishes as to how certain accounts are to be handled,
 - a. Said accounts include, but are not limited to, those of financial hardship, specific age classifications, handicapped, and people of certain dependent situations.

B. System Integration and Compliance

1. Contractor shall provide all supplies, equipment, personnel, computer hardware & software, billing & insurance forms, lien forms, and miscellaneous office supplies necessary to function on a day to day basis as it relates to the City's Accounts Receivables,
2. Contractor shall have the ability to utilize a secure platform for extract file transfer. Said transfer shall be remote and the retrieval of the City's patient care records will be via the City's VPN, using software of the City's choice. If the Contractor recommends an alternative method for file transfer, the Contractor shall provide a detailed description of such,
 - a. Acceptance is contingent to the City's Information Technologies policies and procedures.

3. Contractor shall utilize a process / system that ensures uninterrupted flow of service,
 - a. Contractor shall have a backup system and data recovery process / plan such that data related to the City is recoverable,
 - b. Contractor's data recovery plan / process may be requested by the City for review.
4. Contractor shall retain records / data related to the City for a minimum of twenty five (25) years,
 - a. Contractor shall maintain a records retention policy. Said policy may be requested by the City at any time for review,
 - b. Contractor must notify the City prior to purging aged records which exceed the twenty five (25) year term.
5. Contractor shall adhere to regulation as stated within The Health Information Portability and Accountability Act 1996 (HIPAA) and subsequent regulations thereafter, The HITECH Act 2009, The Final Security Rule 2013, and The Privacy Act, as amended,
 - a. Contractor shall provide training as to demonstrate compliance to the regulations noted above,
 - b. Contractor shall provide their Privacy Policy, or the equivalent thereof, at the request of the City.
6. Contractor shall enter into a business agreement with organizations they choose to sub contract with for the purposes of providing ambulance billing services to the City,
 - a. Said business agreements shall be compliant as defined by HIPAA.
7. Contractor will be able to transmit necessary data, as requested by the Los Angeles County EMS Agency,
8. In the event that the City transitions to implementation and utilization of ePCRs, Contractor agrees to cooperate with the City so that services contracted herein may be continued using the new IT solution,
 - a. If Contractor is either unable or unwilling to develop and implement changes such that said integration does not occur, the City reserves the right to terminate this agreement, in accordance with the terms of the agreement.

C. Reporting

1. Contractor shall utilize General Accepted Accounting Principles for accounting practices as it relates to billing,
2. Monthly reports shall be provided to the City. Content therein shall include, but not be limited to,

- a. Receivables,
 - b. Payor mix,
 - c. Aging accounts,
 - d. Accounts forwarded to collections (in aggregate),
 - e. Write downs,
 - f. Write offs (bad debt),
 - g. Refunds (actual and pending),
 - h. Ground Emergency Medical Transportation (GEMT) related data,
 - i. Fees charged for services rendered,
 - j. Other reports deemed necessary by the City.
3. Contractor shall submit an annual report, that collates the data sets noted above, at the end of each City fiscal year (July 1 thru June 30) no later than July 30th of each year,
 4. The City reserves the right to audit the accounting records of Contractor as it relates to the services contracted for. Contractor shall maintain complete records of accounts, revenue, costs, and expenses specific to services contracted for. Contractor shall maintain said records in accordance with GAAP,
 5. Contractor shall provide analysis / consulting in issues related to ambulance billing and the services contracted for upon request from the City,
 - a. Upon request from the City, Contractor shall meet with City agents to discuss ambulance billing issues, Contractor performance, quality assurance, and or other items as deemed by the City.

D. Training

1. Contractor shall provide up to two (2) hours of comprehensive training, at no additional cost, on documentation regulations as established by,
 - a. Medicare,
 - b. Medicaid,
 - c. Commercial health plans,
 - d. Workers compensation,
 - e. Other Payor products.

2. Contractor shall provide training bi annually, at times and dates mutually agreed upon,
 - a. Contractor shall provide said training to the A, B, and C shifts.
3. The City reserves the right to edit / extract curriculum that is conflicting with City policy / operations and or Los Angeles County EMSA policy.

E. Customer Service

1. Contractor shall provide a 'Customer Service' agent, who will provide patient account information, Monday thru Friday, during normal business hours, excluding holidays recognized by the Contractor,
 - a. A local or toll free number will be provided,
 - b. Contractor will maintain compliance with the American with Disabilities Act as it relates to access to 'Customer Service' services.
2. Contractor's Customer Service shall assist patients and or other third party payees in all billing inquiries in a timely manner,
3. Contractor shall provide a designated Account Manager / Representative that will serve as a Liaison between the City and Contractor for all inquiries,
 - a. Said Account Manager shall be made available within the same window as defined for the Customer Service agent.
4. Contractor agrees that the City shall act as the final arbitrator for issues surrounding customer service satisfaction and conflict between patients / responsible parties and the City,
5. Contractor agrees that the City reserves the right to forgive debt (full or partial burden) at the City's discretion.

F. Other

1. Contractor shall agree that the billing data, including all components of data and data tables, is the sole property of the City,
2. Contractor shall stipulate that Contractor reserves no rights to sell and or use the data in any manner other than to provide the service the City has contracted for. Contractor shall not sell or allow the use of data for any purpose other than that so contracted,
3. Contractor understands that if City terminates the agreement, Contractor shall , within three (3) days of notice of termination, provide the City with all data, data files, data tables, and data backup that are related to City accounts in the format prescribed by the Information Technology Department,
 - a. Contractor must certify that all City-related data has been purged from their systems and that no copies and or sources of data are in the Contractor's possession.

SECTION 5: FORMAT OF RESPONSE / PROPOSAL

(Label and include the following sections/subsections in the proposal. Number each page individually and provide a table of contents.)

5-1. Companies interested in responding should submit a packet including:

5-1.1 Bid Form

5-1.2 Respondent Description. A description of the Respondent, including the organization's experience and history providing ambulance billing and collection services.

5-1.3 References. Provide a listing of relevant professional references, including contact information, on the Bid Form.

5-1.4 Additional Materials. Include any additional materials that may be relevant to a determination of suitability for the engagement.

5-1.5 Draft Agreement. Carefully review the attached draft agreement and note in your proposal any terms or conditions to which you would like to propose modifications. Detail the proposed modification.

PART 6: ACCEPTANCE OF PROPOSAL

6-1. The City reserves the right to accept or reject any and all bids and reserves the right to waive technicalities where such action best serves the interest of the City.

6-2. The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract in any manner it deems to be in the best interest of the City.

BID FORM

(Must be completed by Respondent)

The undersigned proposes to furnish all services set forth herein, subject to all conditions outlined in the RFP, at the rate indicated below:

PAYMENT TERMS: Net 30 Days

EXCEPTIONS / DEVIATIONS FROM RFP:

CONTRACTOR NAME: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

SUBMITTED BY: _____
Name Title

Signature



**CITY OF BEVERLY HILLS
 VENDOR QUOTATION/BID REPORT
 for Ambulance Billing and Collection Services
 for the Beverly Hills Fire Department**

Please fill out and complete ALL information.

Contractor Name	
Contractor Phone	
Contractor Fax	
Contractor Email	
Quoted By (complete name)	
Date	
Quote Expiration Date – Important!!!	
Reference 1 (Name, Phone #, and email address of client)	
Reference 2 (Name, Phone #, and email address of client)	
Reference 3 (Name, Phone #, and email address of client)	
Amount of General Liability Insurance Carried, Per Incident	
Amount of Automobile Insurance Carried, Per Incident	
Does Contractor carry Workers' Compensation Insurance for all employees, sufficient to cover State of California legal requirement?	
For how many years has Vendor been in the business of providing ambulance billing and collection services?	# of years:

10/15/14 1:30 PM T-Vendor quote

SAMPLE AGREEMENT:

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND Contractor FOR AMBULANCE BILLING AND COLLECTION SERVICES FOR THE FIRE DEPARTMENT

NAME OF CONTRACTOR:	Contractor Name
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Name, Title
CONTRACTOR'S ADDRESS:	Address City, State, Zip
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210
COMMENCEMENT DATE:	TBD
TERMINATION DATE:	TBD
CONSIDERATION:	TBD

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND Contractor FOR AMBULANCE BILLING AND COLLECTION SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and Contractor, (hereinafter called "Contractor").

RECITALS

A. City desires to have certain services provided as set forth in Exhibit A, attached hereto and incorporated herein by this reference (the "Services").

B. Contractor represents that it is qualified and able to perform the Services in accordance with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. **Contractor's Scope of Work.** Contractor shall perform the Scope of Work described in Exhibit A in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by Contractor must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. **Time of Performance.** This Agreement shall commence upon a notice to proceed, and shall terminate on the Termination Date set forth above, unless sooner terminated pursuant to Section 12 of this Agreement.

Section 3. **Compensation.**

(a) Compensation and Expenses. City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of Contractor's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable).

(b) Additional Services. City may from time to time require Contractor to perform additional services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 4. **Method of Payment.** Unless otherwise provided for herein, Contractor shall submit to City a detailed invoice, on a monthly basis or less frequently, for the

services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall pay Contractor said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 5. **Independent Contractor.** Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 6. **Assignment.** This Agreement shall not be assigned in whole or in part, by Contractor, without the written approval of City. Any attempt by Contractor to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. **Party Representatives.**

(a) Contractor's Responsible Principal. The Responsible Principal set forth above shall be principally responsible for Contractor's obligations under this Agreement and shall serve as principal liaison between City and Contractor. Designation of another Responsible Principal by Contractor shall not be made without the prior written consent of City.

(b) City's Representative. The City Manager or his designee shall represent City in the implementation of this Agreement.

Section 8. **Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required to perform Contractor's Scope of Work under this Agreement.

Section 9. **Interests of Contractor.** Contractor affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Contractor.

Section 10. **Insurance.**

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.

(2) a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by this Agreement.

(3) a policy or policies of Employee Theft and Dishonesty Insurance or Fidelity Bond, with minimum limits of One Million Dollars (\$1,000,000).

(4) Contractor agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(b) Contractor shall require each of its sub-contractors or subcontractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(e) At all times during the term of this Agreement, Contractor shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth on Exhibit C, attached hereto and incorporated herein, or a form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Contractor shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

(f) The policies of insurance required by this Agreement shall contain an endorsement naming City and City's elected officials, officers and employees as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(g) The insurance provided by Contractor shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. The Contractor hereby waives all rights of subrogation against City.

(h) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

Section 11. **Indemnification.** Contractor agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of City from any liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Contractor, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

Section 12. **Termination.**

(a) City may cancel this Agreement, with or without cause, at any time upon five (5) days written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid full compensation for all services performed by Contractor, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Contractor shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Contractor for the full performance of the services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

(c) If City terminates the Agreement, Contractor shall, within three (3) days of notice of termination, provide the City with all data, data files, data tables, and data backup that are related to City accounts in the format prescribed by the Information Technology Department,

(1) Contractor must certify that all City-related data has been purged from their systems and that no copies and or sources of data are in the Contractor's possession.

Section 13. **City's Responsibility.** City shall provide Contractor with all pertinent data, documents, and other requested information as is available for the proper performance of Contractor's Scope of Services.

Section 14. **Information and Documents.** All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Contractor and compensated by City pursuant to this Agreement as City deems appropriate.

Section 15. **Records and Inspections.** Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 5

years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 16. **Changes in the Scope of Work.** City shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by Contractor must be made in writing and approved by both parties.

Section 17. **Notice.** Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing.

Section 18. **Attorney's Fees.** In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 19. **Precedence.** In case of conflict between any of the Exhibits attached hereto and the terms of this Agreement, this Agreement shall take precedence over the Exhibits.

Section 20. **Entire Agreement.** This Agreement represents the entire integrated agreement between City and Contractor, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

Section 21. **Governing Law.** The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. **No Third Party Beneficiaries.** This Agreement and the obligations hereunder are not intended to benefit any party other than City and Contractor, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

Section 23. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

EXECUTED the ____ day of _____ 201____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

LILI BOSSE
Mayor of the City of
Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONTRACTOR NAME:

NAME
Title

NAME
Title

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RALPH E. MUNDELL
Fire Chief

KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

Contractor shall provide the services set forth in this Agreement. Said services are for ambulance billing, collection, and financial reporting with correlating analysis. Specifications to said services shall include, but are not limited to the following:

A. Invoicing

1. Contractor shall generate invoices and bill thereafter in the following manner:
 - a. Retrieve an electronic patient care record ("PCR") and other related billing information from the City of Beverly Hills and affiliate Departments, referred hereafter as City, via software (as chosen by the City) or the equivalent thereof,
 - b. Prepare and submit accurate and complete claims according to the services rendered, as defined on the PCR, according to the rates established by the City, according to procedures established by the City and Contractor, and according to all applicable statues and regulations, including, but not limited to:
 - i. Those of Centers for Medicare and Medicaid Services,
 - ii. The Fair Debt Collection Practices Act, and
 - iii. Those of the City.
 - iv. In the event additional / duplicate claims need be prepared / submitted, the Contractor agrees to do such to ensure timely delivery of invoice to responsible parties.
 - c. Mail invoices to patients / parties responsible for payment,
 - i. Responsible parties may include, but are not limited to, Medicare, Medicaid, commercial insurance, supplemental insurance and or secondary insurance, workers compensation,
 1. Electronic filing is the required method of filing Medicare and Medicaid claims. Electronic filing is the preferred method of filing to all other guarantors, if applicable. Otherwise, paper invoices may be issued directly to the patient guarantors.
 - ii. Contractor shall provide all billing functions, including, but not limited to, all mailings to patients / responsible parties, with no additional obligation to the City for the cost for postage or telephone calls performed,
 - iii. Contractor shall pre-screen all claims to confirm compliance with guarantor's guidelines as applicable (e.g. assignment of benefit signature forms, etc),

- iv. Contractor shall verify insurance eligibility utilizing available resources and commercial databases prior to submission of a patient claim for reimbursement,
- v. The initial invoice shall be dropped no later than fifteen (15) days after the date of service or three (3) days after the Contractor has received the PCR,
 - 1. Invoices shall include the statement 'all checks to be made payable to the City of Beverly Hills' or the equivalent thereof.
- vi. The second invoice shall be dropped thirty (30) days from the date the initial invoice was dropped,
- vii. The third invoice, which is to serve as the 'Final Notice', shall be dropped 30 days from that of the second notice,
- viii. In the event that benefits due to City remain outstanding, the Contractor may forward said account to a Collection Agency,
 - 1. Collection Agency, under sub contract with Contractor, is subject to compliance to requirements herein, and as such, the City may choose to assess the Contractor's utilization of such and request collection services be rendered by another Firm if the Collection Agency practices apart from said requirements,
 - a. Contractor agrees to act as Custodian of Records on behalf of the City as it relates to patient record sharing with the Collection Agency.
 - 2. Contractor shall track accounts forwarded to the Collection Agency and will include in its reporting, outstanding balances, in aggregate,
 - 3. Contractor shall assist the Collection Agency post surrendering the account to the Collection Agency with,
 - a. Information gathering,
 - b. Filing insurance claims for accounts in collections,
 - c. Reviewing of account status with the collection firm,
 - d. Receiving phone calls and assist with conflict mitigation / contestation as it relates to outstanding balances levered against the patient / responsible party,
 - e. Receiving, posting, and forwarding payments received on accounts surrendered to collections.

d. Receivables

- i. Contractor agrees to maintain documentation that accounts for receivables as a result of services provided by City,
 - ii. Contractor shall be responsible for collecting all benefits due to City,
 - iii. Contractor shall maintain the ability to handle all third party submissions and insurance claims,
 - iv. Contractor shall make deposits of payments rendered directly into the City account on a daily basis or once received, whichever comes first. Payments shall be posted to patient accounts within one (1) working day of receipt. Information regarding such receivables shall be forwarded to the City in the form of a weekly deposit cap,
 - 1. Contractor shall adhere to City Finance / Accounting policies and procedures as it relates to direct depositing of payments.
 - v. Contractor shall allow installment payments as allowed by the City in cases of financial hardship,
 - vi. Contractor shall accept credit card payments on behalf of the City.
- 2. Contractor shall employ / utilize certified ambulance coders as defined by 'Certified Ambulance Coder Certification and Recertification Standards' (National Academy of Ambulance Coding) or the equivalent thereof,
 - 3. Contractor agrees to cooperate with the City in its wishes as to how certain accounts are to be handled,
 - a. Said accounts include, but are not limited to, those of financial hardship, specific age classifications, handicapped, and people of certain dependent situations.

B. System Integration and Compliance

- 1. Contractor shall provide all supplies, equipment, personnel, computer hardware & software, billing & insurance forms, lien forms, and miscellaneous office supplies necessary to function on a day to day basis as it relates to the City's Accounts Receivables,
- 2. Contractor shall have the ability to utilize a secure platform for extract file transfer. Said transfer shall be remote and the retrieval of the City's patient care records will be via the City's VPN, using software of the City's choice. If the Contractor recommends an alternative method for file transfer, the Contractor shall provide a detailed description of such,
 - a. Acceptance is contingent to the City's Information Technologies policies and procedures.
- 3. Contractor shall utilize a process / system that ensures uninterrupted flow of service,

- a. Contractor shall have a backup system and data recovery process / plan such that data related to the City is recoverable,
 - b. Contractor's data recovery plan / process may be requested by the City for review.
4. Contractor shall retain records / data related to the City for a minimum of twenty five (25) years,
 - a. Contractor shall maintain a records retention policy. Said policy may be requested by the City at any time for review,
 - b. Contractor must notify the City prior to purging aged records which exceed the twenty five (25) year term.
5. Contractor shall adhere to regulation as stated within The Health Information Portability and Accountability Act 1996 (HIPAA) and subsequent regulations thereafter, The HITECH Act 2009, The Final Security Rule 2013, and The Privacy Act, as amended,
 - a. Contractor shall provide training as to demonstrate compliance to the regulations noted above,
 - b. Contractor shall provide their Privacy Policy, or the equivalent thereof, at the request of the City.
6. Contractor shall enter into a business agreement with organizations they choose to sub contract with for the purposes of providing ambulance billing services to the City,
 - a. Said business agreements shall be compliant as defined by HIPAA.
7. Contractor will be able to transmit necessary data, as requested by the Los Angeles County EMS Agency,
8. In the event that the City transitions to implementation and utilization of ePCRs, Contractor agrees to cooperate with the City so that services contracted herein may be continued using the new IT solution,
 - a. If Contractor is either unable or unwilling to develop and implement changes such that said integration does not occur, the City reserves the right to terminate this agreement, in accordance with the terms of the agreement.

C. Reporting

1. Contractor shall utilize General Accepted Accounting Principles for accounting practices as it relates to billing,
2. Monthly reports shall be provided to the City. Content therein shall include, but not be limited to,
 - a. Receivables,

- b. Payor mix,
 - c. Aging accounts,
 - d. Accounts forwarded to collections (in aggregate),
 - e. Write downs,
 - f. Write offs (bad debt),
 - g. Refunds (actual and pending),
 - h. Ground Emergency Medical Transportation (GEMT) related data,
 - i. Fees charged for services rendered,
 - j. Other reports deemed necessary by the City.
3. Contractor shall submit an annual report, that collates the data sets noted above, at the end of each City fiscal year (July 1 thru June 30) no later than July 30th of each year,
 4. The City reserves the right to audit the accounting records of Contractor as it relates to the services contracted for. Contractor shall maintain complete records of accounts, revenue, costs, and expenses specific to services contracted for. Contractor shall maintain said records in accordance with GAAP,
 5. Contractor shall provide analysis / consulting in issues related to ambulance billing and the services contracted for upon request from the City,
 - a. Upon request from the City, Contractor shall meet with City agents to discuss ambulance billing issues, Contractor performance, quality assurance, and or other items as deemed by the City.

D. Training

1. Contractor shall provide up to two (2) hours of comprehensive training, at no additional cost, on documentation regulations as established by,
 - a. Medicare,
 - b. Medicaid,
 - c. Commercial health plans,
 - d. Workers compensation,
 - e. Other Payor products.
2. Contractor shall provide training bi annually, at times and dates mutually agreed upon,

- a. Contractor shall provide said training to the A, B, and C shifts.
3. The City reserves the right to edit / extract curriculum that is conflicting with City policy / operations and or Los Angeles County EMSA policy.

E. Customer Service

1. Contractor shall provide a 'Customer Service' agent, who will provide patient account information, Monday thru Friday, during normal business hours, excluding holidays recognized by the Contractor,
 - a. A local or toll free number will be provided,
 - b. Contractor will maintain compliance with the American with Disabilities Act as it relates to access to 'Customer Service' services.
2. Contractor's Customer Service shall assist patients and or other third party payees in all billing inquiries in a timely manner,
3. Contractor shall provide a designated Account Manager / Representative that will serve as a Liaison between the City and Contractor for all inquiries,
 - a. Said Account Manager shall be made available within the same window as defined for the Customer Service agent.
4. Contractor agrees that the City shall act as the final arbitrator for issues surrounding customer service satisfaction and conflict between patients / responsible parties and the City,
5. Contractor agrees that the City reserves the right to forgive debt (full or partial burden) at the City's discretion.

F. Other

1. Contractor shall agree that the billing data, including all components of data and data tables, is the sole property of the City,
2. Contractor shall stipulate that Contractor reserves no rights to sell and or use the data in any manner other than to provide the service the City has contracted for. Contractor shall not sell or allow the use of data for any purpose other than that so contracted,
3. Contractor understands that if City terminates the agreement, Contractor shall , within three (3) days of notice of termination, provide the City with all data, data files, data tables, and data backup that are related to City accounts in the format prescribed by the Information Technology Department,
 - a. Contractor must certify that all City-related data has been purged from their systems and that no copies and or sources of data are in the Contractor's possession.

**EXHIBIT B
RATES AND PAYMENT**