

REQUEST FOR PROPOSAL CITY OF SAN ANGELO

Billing for Services Fire Department

RFP No. FD-02-16



City of San Angelo
72 W. College Avenue
San Angelo, Texas 76903

RFP SUBMITTAL DEADLINE
January 6, 2016, 2:00 P.M. Local Time

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INTRODUCTION

Project Summary

The City of San Angelo Fire Department is requesting proposals from Billing for Services vendors.

Background

The City has a population of approximately 97,000 people. Fire Services is comprised of eight fire stations and provides services within its City Limits as well as provides for county-wide Emergency Medical Services (EMS) protection.

Goals

- Recover cost of services provided as allowed by City Ordinance.
- Develop a working relationship with a creditable service provider.
- Provide a seamless method for cost recovery for citizens and staff.
- Provide for cost recovery without diminishing the integrity of the City of San Angelo.
- Provide for a systematic and standard recovery process that allows creditability to be maintained with Insurance providers.

Minimum Standards

Minimum standards for responsible prospective vendors:

- A prospective vendor must affirmatively demonstrate vendor's responsibility.
- A prospective vendor must meet the following requirements:
 - Have adequate financial resources, or the ability to obtain such resources as required;
 - Be able to comply with the required or proposed schedule;
 - Have satisfactory record of performance;
 - Have satisfactory record of integrity and ethics; and,
 - Be otherwise qualified and eligible to receive an award.

The City of San Angelo may request representation and other information sufficient to determine vendor's ability to meet these requirements and the minimum standards listed above.

Disqualification

Although not intended to be an exhaustive list of causes for disqualifications, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proponent and the rejection of a proposal:

- The respondent is involved in any litigation against the City of San Angelo;
- The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The respondent is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs;
- Evidence of collusion among contractors;
- Lobbying of City Council Members, Mayor, or Staff;
- Lack of competency as availed by either financial statements, experience or equipment statements as submitted, or other factors; and,



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- Lack of responsibility as shown by past work, judged from the standpoint of workmanship submitted.

Document, Plans and Specifications Availability

Contract documents, including plans and specifications are available and may be examined without charge in the Purchasing Department, Suite 330, City Hall, San Angelo, Texas or downloaded at www.cosatx.us at no cost.

Files are available online at:

www.cosatx.us > Departments & Services > Purchasing > Bid Information > FD-02-16/ Billing for Services

Or, may be obtained in the Purchasing Department, Suite 330 of City Hall at a cost of \$5.00. No refunds will be made and no partial sets will be issued.

Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are included within the draft project agreement form included within this Proposal package. Please read the bold note at the top of the first page of the draft project agreement form and review the insurance and indemnification requirements listed in Section 5 of that form with your insurance agent **prior** to submitting your Proposal.

Delivery of Proposal

Sealed proposals must be addressed to the Purchasing Department-RFCSP, City of San Angelo, 72 W. College Ave., San Angelo, Texas 76903, or for Delivery Services - Purchasing Department-RFCSP, Suite 330, City of San Angelo, 72 W. College Ave., San Angelo, Texas 76903, and will be received until **2:00 P.M., Local Time, January 6, 2016.**

Mark Envelope: "RFP FD-02-16/ Billing for Services"

It is the sole responsibility of the firm to ensure that the sealed submittal arrives at the above location by specified deadline regardless of method chosen by the company for delivery.

Faxed or electronically transmitted submittals will not be accepted

Copies

Submit one (1) unbound original, four (4) complete copies and one (1) copy in PDF format on USB Flash drive.

Sealed Envelope/Container Addressing

Top Left Hand Corner: Name of Business

Lower Left Hand Corner: "RFP: FD-02-16/Billing for Services"



Late Proposals

Proposals received in the City after submission deadline will be considered void and unacceptable. City is not responsible for lateness or non-delivery of mail, carrier, etc. Date and time stamp in the Purchasing Office shall be the official time of receipt.

Digital Format

If Vendors obtain the Proposal specifications in digital format in order to prepare a proposal, the Proposal must be submitted in hard copy according to the instructions contained in this publication. If, in its Proposal response, Vendors make any changes whatsoever to the published Proposal specifications, the Proposal specification as published shall control. Furthermore, if an alteration of any kind to the Proposal specification is discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

Restrictions on Communication

Proposers should not communicate with: 1) elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Proposer. Violation of this provision by Proposer and/or its agent may lead to disqualification of Proposer's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Conversations with the current contract holder concerning operations.
2. Private (non-business) contacts with the City by the Proposer's employees acting in their personal capacity.
3. Casual social contacts that do not include mention of this RFP.
4. Proposers may submit written questions concerning this RFP to the Staff Contact Person listed below until seven (7) business days prior to deadline. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Julia Antilley, Purchasing Manager
Email: sapurch@cosatx.us

Please ensure the RFP Number and Title is in the Subject Line.

Suppliers must submit their questions using the following format.

- Supplier's name, requester, and appropriate contact information
- Clearly state the question
- Include specific reference to the applicable Request for Proposal section(s)



5. Questions, if answered, will be posted in the form of an Addendum to the City's website at www.cosatx.us. Proposer is responsible for calling the City to determine if any addendums have been issued prior to their submittal. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Addenda will be binding. It is the Proposer's responsibility to ensure all addendums have been considered prior to submitting an offer.
6. Proposers may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Proposers shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
7. Upon completion of the evaluation process, Proposers shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date.
8. The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process.

City reserves the right to contact any Proposer to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered a violation by Proposer of this section.

Interpretations

All questions about the meaning or intent of this Request shall be submitted to the Purchasing Department in writing. Replies may be issued by Addenda. All addendums are posted on the City's website as they are issued.

Vendors shall acknowledge receipt of all addenda when submitting a proposal response.

Withdrawal of Proposal

Proposals may be modified or withdrawn by contacting the Purchasing Department and requesting withdrawal any time prior to opening of Proposals. Notice must be in writing. Notices by email, fax, or phone will not be accepted.

After opening, proposals may not be withdrawn or cancelled by the officer without the permission of the City for a period of sixty (60) days following the date designated for the receipt of proposals.

Modifications – Corrections, Deletions or Additions

No phone, fax, or email changes to Proposals will be accepted. Prices cannot be changed after Proposals are opened. Corrections, deletions, or additions shall be submitted in writing and delivered in a sealed envelope prior to Proposal opening.

Acceptance of Proposal Content

Before submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the



Respondent receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the Respondent from its obligation to comply in every detail with all provisions and requirements.

The City reserves the right to consider any Proposal "non-responsive" if the Base Proposal pricing is determined to be unreasonable or irresponsible in relation to the other submitted Proposals and/or the City's cost estimate.

Proposals by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name. Proposals by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Proposals by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A Proposal by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principle may be held to be the Proposal of the individual signing. When requested by City, evidence of the authority of the person signing shall be furnished.

Proposal forms must be completed in ink. All blank spaces in the Proposal Form shall be filled. A Proposal price shall be indicated for each item and alternative listed therein, or the words "No Proposal", "No Charge", or other appropriate phrase shall be entered. Proposals received without all such items completed may be considered nonresponsive.

The Proposer is not required to acknowledge receipt of Addenda but shall include all addenda in Proposer's response. No alterations in Proposals or alterations made to the printed forms, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Proposer. Failure to consider all Addenda's prior to submitting a proposal shall be at the risk of the Proposer.

Contract Terms

The vendor will provide for an annual contract commencing on the date of award and continuing for a three (3) year period. The City of San Angelo reserves the right to extend this contract for two (2) additional three (3) year periods as it deems to be in the best interest of the City.

A price redetermination may be considered by the City only at the time of the contract anniversary date and shall be substantiated in writing. The City of San Angelo reserves the right to accept or reject any and all of the price redetermination as it deems to be in the best interest of the City.

Award of Contract

The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process. The City also reserves the right to negotiate or refuse to negotiate with any vendor.



The City will select the most highly qualified and responsible respondent(s) of the requested services based on demonstrated competence, and qualifications and then attempt to negotiate with respondent(s) a contract(s) at a fair and reasonable price. It is **not** the policy of the City to purchase based on low bids alone. The award of the Proposal, if it is awarded, will be to the Proposer whose combination of qualifications, experience, reputation and price provides the best value as determined by the City.

In evaluating Proposals, the City shall consider the following criteria for determining the “best value”:

- The overall purchase price,
- Proposer’s reputation for their goods and/or services,
- Proposers past relationship with the municipality, and
- Proposers past experience on City projects or projects in the immediate area.

Contracts will not be awarded to companies who:

- Cannot comply with Performance Bond and Payment Bond Requirements
- Cannot comply with the Insurance Requirements

Rejection of Proposals

The City reserves the right to reject any and all Proposals, and does not bind himself to accept the lowest proposal (or any proposal) for this work or any part thereof Proposals will be rejected if:

- The Proposal is not received by the Proposal Opening Deadline.
- The Proposal is not executed by a person authorized to enter into a contract for the company.
- The Proposer is debarred or suspended from working on federal or other government projects.
- The Proposal Guarantee (Bid Bond) is not submitted or is not in the name of company submitting a Proposal.

Contract Administrator

Under this contract, the City of San Angelo may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The contract administrator will serve as liaison between the City and successful vendor.

Funding

Funds for payment have been provided through the City of San Angelo budget approved by the City Council for this fiscal year only. State of Texas statues prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the City’s fiscal year shall be subject to budget approval.



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Purchase Order

A purchase order(s) shall be generated by the City of San Angelo to the successful vendor. The purchase order number must appear on all itemized invoices. The City will not be held responsible for any orders placed / delivered without a valid current purchase order number.

Invoices

Shall be itemized, reflect the current purchase order number and be mailed directly to the Fire Department, City of San Angelo, 306 W. First St., San Angelo, Texas 76903.

Payment will be made upon receipt and acceptance by the City of all completed services and an invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA.

Equal Employment Opportunity

All contractors and subcontractors must be Equal Opportunity Employers. Disadvantaged and Minority Proposers are encouraged to participate.

Confidentiality

All proposals submitted shall remain confidential. After award, proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

Sales Tax

The City of San Angelo is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include sales taxes.

Points of Contact

Julia Antilley, Purchasing Manager
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903
(325) 657-4220
sapurch@cosatx.us

Stephanie Collins, Manager
Brian Dunn, Fire Chief
San Angelo Fire Department
306 W. First St.
San Angelo, Texas 76903



PROPOSAL FORMAT

Proposals shall be submitted in the following format with each element requested and/or form furnished as specified to facilitate evaluation of the proposals. The detailed requirements in this RFP are **mandatory**.

City of San Angelo will not participate in any cost the Respondent may incur in the preparation and submission of a proposal. The City will not be liable in any manner with regard to this RFP and the Respondent's response to it.

FAILURE TO ADHERE TO THE REQUIRED FORMAT MAY BE CAUSE FOR REJECTION OF PROPOSAL.

Proposal Format Instructions

Each response should be organized in a fashion as outline below with sections labeled (not numbered):

- Company overview or executive statement
- Provide a list of references for similar projects
- Resumes of staff that will be assigned to this project
- General approach to project
- Services and Costs
- Other Required Submission Forms

Executive Summary: This section allows the respondent to summarize the RFP. Detailed data included elsewhere need not be repeated. However, key features of the Respondent's system should be summarized.

References: List a minimum of five (5) references where like services have been provided. Include name of firm, address, telephone number, and name of contact person.

Resumes: Qualifications of key personnel should include a short biography and the assurance that key personnel will not be reassigned without the prior written approval of the City.

General Approach: Summarize the project scope from the Respondent's standpoint based upon the RFP. Describe in general how the project would be implemented.

Cost of Services: Cost of providing services, including any fees.

SELECTION PROCESS

All submittals shall be evaluated by a selection committee and those applicants selected for the short list may be invited to attend an interview, at the applicants own expense.

- A.** The selection committee will consist of representatives from various departments in the City.



- B.** Proposals will be reviewed and evaluated according to the following criteria and weighting:
1. 30% - Qualifications of the Vendor: The vendor's ability to provide the required services, based on experience and service capabilities. Qualifications of key personnel should include a short biography and the assurance that key personnel will not be reassigned without the prior written approval of the City.
 2. 10% - Project Understanding: Demonstration of the vendor's understanding of the scope and objective of the project. Vendor shall also provide a project timeline, which includes a schedule.
 3. 20% - Maintenance: Ease of City employees communicating, receiving, and maintaining records. Vendor shall provide a plan for training of City staff and provide sample user documentation.
 4. 10% - References: The City of San Angelo requests vendor to supply a minimum of five (5) references where like services have been provided. Include name of firm, address, telephone number, and name of contact person.
 5. 30% - Cost of Services: The percentage(s) the vendor will be charging for services, any and all other fees to be included.
 6. Other criteria may be taken into account as applicable to this contract.
- C.** Respondents are advised that the City reserves the right to evaluate and rank the proposals without input from the respondents. Therefore, proposals should be complete as initially submitted. However, if you are selected for an interview, you will be expected to present not only your proposal, but also your approach. The city will evaluate and rank the proposals in relation to the published selection criteria within 45 days after the opening. Based upon the submissions, the following steps may occur as needed:
1. Proposers selected for a short list may be invited to attend an interview at their own expense. The City shall not incur any costs associated with the preparation and/or submittal of proposals.
 2. The City reserves the right to revise the solicitation and request "Best and Final Offers" from the top candidates following the initial evaluation or interview round.
 3. The City will select the proposal that offers the best value based on the selection criteria and its ranking evaluation. City staff will make a recommendation to City Council of the selection of the most qualified respondent to enter into contract negotiations with the City.
 4. Following the selection, the contract negotiation process begins and the City will negotiate first with the highest ranked submission. At this stage, the City may discuss



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modifications to the proposed scope, time, and price. Modifications are not required, and if they are discussed but not agreed to by the City and the Proposer, a final contract may still be negotiated and agreed upon based on the original response to the RFCSP. If the two parties are unable to reach a final agreement, the City will inform that Proposer in writing that negotiations are ended.

5. The City may then negotiate with the next highest ranked Proposer. This continues in the order of the selection ranking until a contract is reached or all proposals are rejected.

This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews. The City reserves the right to accept or reject all or part of proposals.



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SUBMISSION FORMS

In addition to the written proposal content, the following forms are required:

1. Note any exceptions or modifications to the Requirements Listing
2. Addendum Acknowledgement
3. Contractor Contact Information Form (with IRS Form W-9)
4. Disclosure of Relationships/ Conflict of Interest Form
5. References
6. Debarment and Suspension Certification

Submit one (1) unbound original (binder clips are acceptable), four (4) bound copies (staples are acceptable) and one (1) copy in PDF format on USB Drive of the complete proposal.



REQUIREMENTS LISTING

The following is a list of requirements. Please note any exceptions to these items with your submission.

Vendor Requirements

1. Vendor must have the ability to bill for Fire calls for service.
2. Vendor must have a website that supports secure claim submission over the Internet.
3. Vendor must have a website that supports both claim entry only login and administrator login "access to reports and pre-claim submission review".
4. Vendor must have a website that allows claim entries made by non administrator to be held until reviewed and released for submission to vendor by administrative login personal.
5. Vendor must have a website that allows authorized personal to view reports related to the claims ie. (account aging and payments received).
6. Vendor must provide a written policy for the release of confidential information.
7. Vendor will provide a sample contract and an explanation of its pricing structure for the City to review (reference City Ordinance requirements). Pricing should include billing for services and any other vendor fees.
8. Vendor must file insurance within five working days of receipt of submission incident forms.
9. Vendor will provide a copy of the company's internal control policies and procedures.
10. Vendor will bill insurers as many times as necessary and will ensure claims are met. In the event of a dispute the vendor will provide a report on claims and disputes.
11. Vendor will describe the security measures used and provide adequate assurances of safeguards of the confidentiality of records.
12. Vendor must have the technical ability to file insurance electronically and an operating system that is year 2000 compatible.
13. Vendor will provide on-line electronic file lookup and be able to accept information from the City via email, fax, or from an electronic format.
14. Vendor will provide a custom form for Fire Services to utilize in order to collect the needed data, as stated per ordinance, for proper bill processing.



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15. Vendor will provide custom reports and data exports on any data fields.
16. Vendor will ensure daily backups are stored in a secure safe location.
17. Vendor will send all billing invoices under the City's name.
18. Vendor will send all collection notices under the name of a third party collection agency.
19. Vendor will mail all checks by United States Postal Service to the Client; or Vendor will make deposits payable to the City, mail to the billing company, and deposit into a designated City account.
20. Vendor will provide weekly deposit information sent to the Client by emailing a designated City representative.
21. Vendor will provide acknowledgement of the receipt of all billable information to the designated City representative.
22. Vendor will provide monthly invoices including a copy of the deposit slips, deposit reconciliation report, month-end statements, and a copy of the checks deposited.
23. Vendor will provide an accounts receivable aging report and a report on any billing and credit adjustments.
24. Vendor will provide complete and accurate transcription of records.
25. Vendor will provide communications only to the designated City representative(s) for the Client.
26. Vendor will allow on-sight inspections of records and deposits by designated City personnel and City external audit firm.
27. Vendor will provide an orientation for all personnel and training for administrative personnel on the system setup and procedures.
28. Vendor will provide customer service and onsite training free of charge to the City staff regarding billing questions, fielding of complaints, setup of files, and report run assistance.
29. Vendor will have knowledge on fire service terminology in order to field billing customer complaints and assist City staff.
30. Vendor will provide an implementation plan and schedule.
31. Vendor must be bonded in the State of Texas as a third party billing agent.



Claims

Vendor must be able to provide claims by:

1. Address
2. Run Number
3. Date of Service
4. Item(s) Charged
5. Type of Service Performed
6. Hour(s) Performed
7. Equipment and Supplies

Reports

Vendor must be able to provide reports by:

1. Usage
2. Averages
3. Districts
4. Apparatus Responses
5. Station
6. In-City / Out-City
7. Type of Service Performed
8. Response Times

Report Dates

Vendor must be able to provide reporting by:

1. Selecting a date range
2. Daily
3. Monthly
4. Quarterly



5. Annually
6. Year to Date

Report Types

Vendor must be able to provide reports:

1. Accounts Receivable Aging
2. Month End Statements
3. Billing and Claims
4. Monthly Adjustments
5. Monthly Deposit Listing
6. Billing Companies Internal Controls
7. Map Grid (compatible to Arc View and Map Info)
8. Items
9. Procedures
10. Tasks

Client Requirements

1. Submit monthly incident run reports to vendor to ensure prompt processing and billing recovery.
2. Provide any additional reports needed to satisfy insurance carrier.
3. Provide an account for automatic deposits to be made to monthly.
4. Provide email addresses and fax numbers available at all times to ensure communications.



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ADDENDUM ACKNOWLEDGEMENT

Receipt is hereby acknowledged of the following addenda to the solicitation documents.

Addendum No. 1 Dated:	_____	Received:	_____
Addendum No. 2 Dated:	_____	Received:	_____
Addendum No. 3 Dated:	_____	Received:	_____

(Seal if Bidder is Corporation)

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

Note: Agents must provide evidence of authority to bind corporation.



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CONTRACTOR CONTACT INFORMATION

Please Print

Contact Name:
Mailing Address:
City, State Zip Code:
Accounts Receivable Address
City, State Zip Code
Tax ID:
Payment Terms:
Telephone: FAX:
Email:

Attach IRS W-9 FORM



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DISCLOSURE OF CERTAIN RELATIONSHIPS

NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete to comply with this law, are available at the Texas Ethics Commission website at <http://www.ethics.state.tx.us/whasnew/confliict forms.htm>.

A current list of City of San Angelo and City of San Angelo Development Corporations officers is available in the office of the City of San Angelo City Clerk's office located in Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the seventh (7th) business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

A handwritten signature in blue ink, appearing to read "Julia Antilley".

Julia Antilley
Purchasing Manager

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, TX 76903
Tel: (325) 657-4220

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO

**As defined by Chapter 176 of the Texas Local Government Code
(Revised August 2015)**

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

Councilmembers: Rodney Fleming, SMD 1
Marty Self, SMD 2
Johnny Silvas, SMD 3 and Mayor Pro-Tempore
Lucy Gonzales, SMD 4
Elizabeth Grindstaff, SMD5
Charlotte Farmer, SMD 6

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

John Edward Barriou, Jr. - President
Tony Villarreal - First Vice President
Tommy Hiebert - Second Vice President
Daniel Anderson - Director
Richard Crisp - Director
Juan Flores - Director
Scott Tankersley - Director

Executive Director: Roland Peña



REFERENCES

List five (5) governments or companies, **other than City of San Angelo**, who can verify the quality of service your company provides. References should be of similar size and scope of work to this Proposal. All references shall be for work completed in the last five (5) years.

Reference One

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Two

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



Reference Four

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Five

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Bid, the prospective Bidder is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective Bidder shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective Bidder to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective Bidder knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective Bidder shall provide immediate written notice to the City of San Angelo to which this Bid is submitted if at any time the prospective Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "Bidder," "person," "primary covered transaction," "principal," "Bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective Bidder agrees by submitting this Bid that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective Bidder further agrees by submitting this Bid that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Bidder in a covered transaction may rely upon a certification of a prospective Bidder in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Bidder may decide the method and frequency by which it determines the ineligibility of its principals. Each Bidder may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a Bidder in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



DEBARMENT AND SUSPENSION CERTIFICATION

1. The RESPONDENT certifies to the best of its knowledge and belief, that it and its principals:
 - a) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated in paragraph (1) (b) of this certification:
 - c) Have not within a three-year period preceding this proposal had one or more public transactions terminated for cause or default; and
 - d) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

2. The RESPONDENT further certifies to the best of its knowledge and belief, that it (or its surety, parent, or subsidiary companies) and its principals:
 - a) Does not currently have any claims against or are not currently involved in any litigation with the City of San Angelo.
 - b) Is not indebted to the City of San Angelo.

3. Where the RESPONDENT is **unable to certify to any of the statements in this certification, such** RESPONDENT shall attach an explanation to this certification.

 Typed or Printed Name of Certifying Official

 Date

 Signature of Certifying Official

 Title



DRAFT CONTRACT

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

I have read and can comply with all contract terms. I am not returning the draft contract.

I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

Signature

Date

PROFESSIONAL SERVICES CONTRACT FOR THE BILLING AND COLLECTION OF MUNICIPAL AMBULANCE SERVICE FEES

THIS PROFESSIONAL SERVICES CONTRACT FOR THE BILLING AND COLLECTION OF MUNICIPAL AMBULANCE SERVICE FEES ("Contract") is made on the date hereinafter last specified by and between the CITY OF SAN ANGELO, TEXAS, a home rule municipal corporation acting by and through its duly authorized mayor, (hereinafter referred to as "City"), and (hereinafter referred to as "Contractor"), a Texas corporation, acting by and through its duly authorized officers.

WITNESSETH:

WHEREAS, the City desires to secure the performance of certain, professional services for the billing and collection of municipal ambulance service fees by trained, skilled persons; and

WHEREAS, the City advertised for and received competitive proposals for the billing and collections of these fees; and

WHEREAS, the Contractor was determined to be the best qualified proposer to meet the City's needs; and



WHEREAS, the Contractor possesses the experience and expertise necessary to perform the required services and desires to provide such services in exchange for the fee herein specified;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

ARTICLE I

Definitions

As used in this Contract, the following terms shall have meanings as set out below:

"City" is defined in the preamble of this Contract and includes its successors and assigns.

"Fee" is a method of payment whereby the Contractor is compensated by a portion of the amount recovered.

"Contractor" is defined in the preamble of this Contract and includes its successors.

"Director" means the Director of the Finance Department of the City of San Angelo.

"Effective Collection Rate" is calculated as the Net Amount Collected to date for a specific Transport Month divided by the "Net Amount of Billed" in the same Transport Month.

"Net Amount of Billed" is calculated for each Transport Month as the total revenue billed, net of adjustments for rejected items, rebilled items previously rejected, cancellations and amounts uncollectible due to Medicare or Medicaid assignment.

"Net Amount Collected" is calculated as the total amount of collections associated with a specific Transport Month, net of adjustments for overpayments, refunds, returned checks and posting errors.

"Financial Manager" means such person as is designated from time to time by the City Manager through the Director to administer portions of this Contract on behalf of the City.

"Operations Manager" means such person as is designated from time to time by the City Manager through the Chief of the San Angelo Fire Department to administer portions of this Contract on behalf of the City.



"Transport Month" means the calendar month in which a particular patient is transported.

ARTICLE II

Purpose

2.01 The purpose of this Contract is to provide the City with billing and collection service for its EMS system.

2.02 This Contract is a contract for services only and not a partnership or joint venture.

ARTICLE III

Term

3.01 Unless terminated sooner, the term of this Contract shall be _____ years, commencing on _____, 201_ and ending on _____, 201_. In addition, the City shall retain an option to renew this Contract on the terms specified herein for _____ year periods. In order to exercise this option, the City shall notify Contractor of the renewal at least thirty (30) days prior to the expiration of the Contract.

3.02 The first six months of the contract will be a trial period during which the results of the Contractor's billing and collection process will be monitored to insure that EMS fees are being processed in a professional and confidential manner, and the EMS collection rate is satisfactory. The City has the option to cancel the contract after the six (6) month trial period if the Contractor has not performed to the City's satisfaction. To exercise this option, City shall notify Contractor of the cancellation within sixty (60) days of the end of the six month trial period.

3.03 Either the City or the Contractor may terminate this Contract for cause or convenience by giving thirty (30) days' notice in writing. Upon termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this Contract. As soon as practical after receipt of delivery of notice of termination, the Contractor shall submit a statement showing in detail the status of all accounts placed with Contractor to the date of termination. The City shall then pay the Contractor, on or about thirty (30) days after receipt of an invoice, all amounts due under this Contract. Copies of all reports, whether completed or partially completed, shall be delivered to the City when and if this Contract is terminated. It is agreed that for three (3) months from the date of termination, Contractor shall be required to process and attempt to resolve all accounts placed with it prior to termination and will receive its fee for accounts paid within the three (3) months after termination of this Contract.



ARTICLE IV

Responsibilities of the Contractor

4.01 Service in General: Contractor shall perform all services reasonable and necessary for the billing and collection of the City's ambulance service fees for accounts placed with Contractor. This shall include routine billing services, processing ambulance response data, rendering bills, full management of accounts receivable, maintaining auditable records, and providing management reports to the City. Without limiting the generality of the foregoing, the Contractor shall be required to perform the services specified in the City's Request for Proposal "Fire Department EMS Billing & Collection Service, RFP No. FD-02-16", issued on _____, which is incorporated by reference (hereinafter the "RFP"), the Contractor's response to the RFP submitted to the City on _____, 20__, entitled "Business and Professional Service Complete Accounts Receivable Management, Response to RFP FD-02-16, Billing for Service", which is incorporated by reference (hereinafter the "Proposal") and Section 4.02 hereof. In the event that the various documents conflict with one another, the Contract and RFP will govern, in that order, over the Proposal unless the parties expressly agree to modify the Contract.

Contractor shall coordinate its performance with the Financial Manager and Operations Manager and such other persons as the Director may specify. The Contractor shall keep said persons currently advised of any developments relating to the scope of this Contract, and the Contractor shall at all appropriate times, or at least once per month, advise and consult with the Financial and Operations Managers.

Contractor's performance under this Contract shall conform to the highest professional standards prevailing in the account collection industry in the United States.

4.02 Services: Subject to the provisions of this Contract, the Contractor shall comply with the terms of the RFP and the work plan and procedures detailed in the Proposal, except as modified herein and subject to the limitations and order of primacy set forth in Section 4.01 above. Contractor shall furnish all services, materials, equipment, office space and personnel necessary to complete the following tasks and shall deliver the work products as provided below:

A. Personnel

Contractor agrees to provide all personnel necessary to perform or supervise the performance of the services under this Contract as specified in Section 4.01 hereof.

Contractor shall cross-train all personnel to assure continuity of billing in the event of illness, vacation, etc.



B. Location

Contractor agrees to provide a local or toll free telephone number for contact with customers concerning billing inquiries. Local is defined as a telephone number being in Tom Green County, Texas. Call center must be located within the United States.

C. Current Transport Information

No less frequently than twice per week (specific days as mutually agreed by the Operations Manager and Contractor), the Contractor shall collect from the City of San Angelo Central Fire Station located at 306 West 1st Street, a copy of each patient form executed by EMS personnel in connection with ambulance responses made by the City of San Angelo Fire Department personnel.

Contractor shall treat any such records as confidential and privileged and shall not release or divulge, or allow its employees to release or divulge, all or any portion of such records. Contractor will comply with all laws regarding confidentiality of medical information including, but not limited to, the Emergency Medical Services Act, the Health Insurance Portability and Accountability Act of 1996, and the Texas Public Information Act.

No less frequently than twice per week (specific days as mutually agreed by the Operations Manager and Contractor), the Contractor shall collect from the City of San Angelo Central Fire Station located at 306 West 1st Street, a dispatch log containing ambulance response data for ambulance responses made as of the last log collection.

D. Billing and Collection

- 1) Contractor shall perform such billing and collection activities as specified in the Proposal and shall charge fees as specified in Exhibit "B," attached hereto and incorporated herein for all purposes.
- 2) Delinquent accounts transferred to collections will be listed with credit agencies serving Tom Green County and the State of Texas.
- 3) Contractor shall review all ambulance response data received from the City and examine such records for missing and necessary information and its data entry personnel shall then sort and key in the account information.
- 4) Contractor shall conduct such research as is reasonably necessary to obtain and verify information and insurance coverage.



- 5) Accounts for which insurance (including Workers' Compensation insurance) information is obtained will be coded for insurance filing according to the information stated on the EMS patient form/run sheet.
- 6) Data entry personnel shall key in the insurance or workers' compensation carrier name, address, policy numbers, and pre-coded information as specified by each individual carrier, i.e. Medicare, Medicaid, private insurance, workers' compensation, etc. Data entry personnel shall then submit electronically all claims entered for Medicare, Medicaid, and a select number of private and workers' compensation insurance carriers. Any remaining insurance claims shall be printed and mailed separately.
- 7) All insurance and workers' compensation claims filed shall be monitored for prompt payment. If the claim has not been paid or denied within a reasonable amount of time, the insurance or workers' compensation carrier shall be contacted for status of such claims.
- 8) All correspondence from insurance or workers' compensation carriers for additional information, claims denials or deductible status shall be reviewed and appropriate action taken. Claim denials shall be reviewed for possible appeals as needed.
- 9) Once an insurance carrier, other than a workers' compensation carrier, has made payment or denial on a claim, the patient will be sent a statement indicating the new balance. Secondary claims will be filed on all accounts with multiple insurance carriers. Workers' compensation claims that are denied shall be appealed in the manner provided in the Texas Workers' Compensation Commission (TWCC) rules and regulations.
- 10) Combined Medicare and Medicaid claims shall be sent to Medicare with assignment accepted. Medicaid will pick up 20% of the allowable charge plus any applicable deductible. Amounts disallowed by Medicaid shall be written off and the patients will not be billed. In the event Medicaid states the patient is not eligible for coverage, the patient may be billed for the 20% balance.
- 11) Accounts billed to Medicaid that are acceptable and within its guidelines shall have the disallowed amount written off. Accounts billed to Medicaid which are denied as not acceptable or within its guidelines will also be written off.
- 12) Contractor shall strictly adhere to all guidelines and procedures governing the Medicare and Medicaid programs so as not to risk the City's participation in these reimbursement programs.



- 13) Contractor shall be responsible for maintaining a current working knowledge of the Medicare and Medicaid programs.
- 14) Contractor shall comply with all timely filing schedules set forth by the individual carriers.
- 15) Contractor shall strictly adhere to all TWCC rules and regulations and guidelines regarding workers' compensation claims.
- 16) Contractor shall be responsible for maintaining a current working knowledge of the TWCC program.
- 17) Contractor shall defer billing on accounts when contacted by the attorney for the patient, or upon written notice by a representative of the City. Contractor shall have the patient authorize the attorney to pay the bill(s) out of any settlement proceeds. Contractor may allow reasonable reductions in bills when notified that a plaintiff/patient's attorney has also discounted his/her charges in relation to a settlement agreement or a judgment on a lawsuit.
- 18) Contractor shall provide copies of ambulance runs and bills to authorized individuals providing the appropriate medical/financial releases are submitted as required by law including but not limited to the Emergency Medical Services Act, the Health Insurance Portability and Accountability Act of 1996, and the Texas Public Information Act.

E. Timetable for Billing and Follow-Up

Contractor shall send the first (1st) notice within three (3) to ten (10) days after receipt of a completed patient run sheet/form. The first (1st) notice shall consist of a statement indicating the service provided and the charge for such service. All statements for charges shall include a request form for insurance information and an authorized signature for assignment of benefits and release of information.

Second (2nd) and third (3rd) statements shall be sent at thirty (30) day intervals. Second (2nd) statements shall have an applicable note to remit payment. Third (3rd) statements shall have a note to remit payment or account will be transferred to collections. Telephone personnel will contact patients regarding unpaid bills as deemed necessary.

Contractor will send three (3) billing notices prior to assigning an account to collections. A billing notice which is returned by mail will be assigned to a skip tracing specialist. Should Contractor be unsuccessful in finding a billable address, no further billings will be sent.



Patients making partial payments in a timely manner shall continue to receive statements.

- 1) Contractor's insurance specialists shall go through correspondence to check Medicare, Medicaid, workers' compensation and other insurance for accuracy and refile if necessary.
- 2) Contractor's clerks shall look up account numbers and place them on the copies of checks/money orders, etc. received through the City's lock box provider.
- 3) Payments made at Contractor's office shall be directly deposited to the City's lock box account at City's depository bank and notification given to the City's Finance Department no less frequently than twice per week.
- 4) Overpayments shall be checked for accuracy and refunds paid, if applicable. Returned checks shall be examined and appropriate action taken, i.e. check redeposited or request for replacement monies, (cash, money order, cashier's check) by the City Finance Department as notified by City's depository bank. The City shall notify Contractor of necessary adjustments to an account as a result of a returned check.
- 5) Contractor's office personnel shall assist patients over the phone and aid with insurance filing to facilitate payment of accounts.
- 6) Accounts which have been referred to the collection department will be reviewed periodically. If, after efforts have been exhausted, the accounts still appear uncollectible, these will be handled in accordance with paragraph F(2).
- 7) Contractor shall maintain financial accountability of the billing, accounting and collection services in accordance with generally accepted accounting principles (GAAP) and its own procedures as detailed in the RFP and in the Proposal, and shall provide access to the City during business hours to all records relating to this Contract and the collection of accounts referred by the City to the Contractor.
- 8) Contractor shall maintain high professional standards in all communications with the public on behalf of the City.
- 9) Contractor shall provide, to the Operations Manager, feedback, consultation and advice in recordkeeping for the paramedics as it deems appropriate for increased efficiency in billing and collections. Additionally, Contractor will assist the City in isolating recordkeeping problems by periodically (no less frequently than quarterly or upon request) auditing the



individual paramedic unit's response for clarity and completeness and providing to the City a copy of the results of such audits within sixty (60) days after initiation of the audit.

- 10) Contractor shall strictly comply with all federal, state, local laws and particularly with those regulations pertaining to the collection of debts and all regulations and procedures pertaining to Medicare, Medicaid and workers' compensation filings and collections.

F. Reports

All reports shall be in a format acceptable to the City.

1) Monthly Financial Report

Contractor shall submit a monthly financial report to the Financial Manager which shall, at a minimum, contain the following information. The City reserves the right to request additional financial reporting data at a later date:

- a) Number of accounts billed and dollar value by billing category;
- b) Money collected;
- c) Accounts receivable for the year-to-date;
- d) Mandated contractual adjustments (Medicare, Medicaid, Champus, etc.);
- e) Administrative adjustments directed by the Operations Manager; and
- f) Recovery on bad debts.

2) Cancellation Report/Inactive Unattached Accounts

Contractor shall be prepared upon request to submit reports on accounts to be written off by the City. The Financial Manager will direct the Contractor on the criteria for write-offs, dates of service and format for reports. Criteria for write-off shall include but not be limited to the following reasons:

- a) Patient account has remained uncollectible in excess of 36 months;
- b) Patient account has a balance of \$9.99 or less;



- c) Balance of accounts will be paid by Medicaid or charge will be/is disallowed by Medicaid;
- d) Any portion of a charge not allowed by Medicaid;
- e) Cancellation directed by the Operations Manager during billing and collections.

Contractor shall code the accounts as submitted to the City for write-off. The code will be identified with a date for audit-trail purposes. Contractor will continue to keep these accounts on the system for a minimum of seven years or other term agreeable by the Contractor and the City. Any monies collected on charged-off accounts will be reported as "Recovery on Bad Debt."

3) Trauma Reports

Contractor shall transmit trauma information to the Trauma Registry of the Texas Department of Health and provide the City of San Angelo Central Fire Station, 306 West 1st Street, with a diskette or compact disk of all run sheet data for statistical purposes.

ARTICLE V

Rights and Responsibilities of the City

- A) In order to assist Contractor in the performance of the service hereunder, City shall afford Contractor timely access to the ambulance transport information to be referred to Contractor.
- B) City shall strive to obtain complete and accurate transport information.
- C) City shall make available to Contractor any third party coverage information in its possession, in order to facilitate third party billing.
- D) City shall notify Contractor on a timely basis of payments received by it on accounts referred to and processed by Contractor.
- E) City shall provide access to certain City records to assist in the verification of address and third party coverage information. Such records include, but are not limited to, tax records and other records which may be made available at the discretion of the Director. Contractor shall treat any such records as confidential and privileged and shall not release or divulge, or allow its employees to release or divulge, all or any portion of such records.



- F) City shall assist in resolving patient complaints and will be the final authority in the resolution of same.
- G) The Financial Manager and Operations Manager shall assist Contractor in its dealings with any City department, agency or institutions as it relates to the billing and collections of municipal ambulance service fees.
- H) At all reasonable times during the term of this Contract, City or its Director may have access to all books and records of Contractor in connection with this Contract and may conduct any audit of such books and records deemed necessary and proper by City or its Director. Contractor shall make all information related to this Contract available to City or its Director upon request.
- I) Representatives of City may, at all reasonable times during the term of this Contract, conduct reviews in person, of the operation of Contractor in connection with this Contract, with or without advance notice to Contractor, and Contractor shall assist in this review as requested by City's representatives.
- J) City reserves the right to contact any of the persons whose accounts have been referred to Contractor for billing or collection services to audit the representatives of Contractor as to payments made or not made by such persons or demeanor of Contractor's personnel in dealing with such persons.
- K) City may direct Contractor to pursue legal action against any debtor or may pursue such action itself after notification of Contractor. Contractor shall not institute any legal action pursuant to collection services related to this Contract without the express written direction of the City's attorney.
- L) Contractor shall provide to Director a copy of all non-privileged portions of any internal audit of Contractor.

ARTICLE VI

Payment

All fees to Contractor shall be paid pursuant to this Section. Contractor shall deposit any and all funds collected at Contractor's offices into the City's lock box account at City's depository bank. The City shall ensure that any and all funds received at City offices and through the lock box is deposited at City's depository bank daily or pursuant to the Lock Box Services Agreement with said bank.

Contractor shall submit to the Financial Manager a list of accounts collected during the prior collection month which will serve as support for its monthly fees.



Contractor shall submit to the Director, by the 10th working day of the month, a report of accounts collected during the prior collection month. This report will show funds collected by transport month for twelve (12) months. After that report, it will be summarized on a calendar year basis. Accounts collected will be balanced and verified with a copy of the City's bank statement.

Contractor's fee for all services in connection with this Contract shall be as follows:

_____ Percent (___ %) of "Net Amount Collected" for the term of the contract. This fee shall be reduced to _____ percent (___ %) after the successful implementation of a method to transmit patient billing information electronically. Thereafter, or sooner, if transport fees are raised by the City, the parties may negotiate the fee so as to maintain a profit margin for Contractor which is comparable to industry standards while maximizing returns for the City.

Director shall, promptly after submission, review and approve or disapprove all invoices and indicate approval by signing and transmitting them to Accounts Payable. After approval of monthly invoices, City shall pay Contractor the total amount approved by the 20th working day of the month the invoice was submitted,

Contractor shall determine whether a refund is warranted in a particular instance related to a patient account and may determine, within its professional judgment, whether to issue a refund, but in no event later than sixty (60) days after notice of a claim for a refund. Contractor shall issue checks from its own bank account for any necessary refunds. Upon submission to the City of appropriate reasons for a refund, the City, if appropriate, shall reimburse Contractor for any refund that it makes. Such reimbursement shall be made in connection with the monthly invoices payment.

In the event that Contractor receives a single check for payment of a City referred account and for that of another client of Contractor, Contractor shall deposit the check to its corporate account and shall deposit into City's lock box account, City's portion in the form of a check drawn by Contractor and payable to City.

City shall have the right at all times to audit the amount claimed by Contractor to be due to it in accordance with Contractor's monthly invoice and the books and records of Contractor. In the event that some portion of a monthly invoice is not approved by City, City shall pay to Contractor the undisputed portion of the fee. City shall only be obligated to Contractor for those fees which it deems to be properly due and owing. City shall notify Contractor of any dispute in this regard and the reason for the dispute within thirty (30) days of discovery of the disputed information. Contractor shall have the opportunity to review the invoice and account records with City. City's decision as to its liability for payment of any disputed fees shall be final.



Any and all fees due to Contractor under this Contract shall be payable solely from the funds collected pursuant to this Contract. Contractor acknowledges and agrees that City's liability for any and all payments hereunder shall be limited by this provision. No other funds are or will be appropriated for the purpose of this Contract.

Contractor shall promptly respond to telephone or written inquiries by City regarding the activity or status of any referred account.

ARTICLE VII

Indemnification and Insurance

The indemnification and insurance provisions as specified in the RFP are set forth in Exhibit "A," attached hereto and incorporated herein for all purposes.

ARTICLE VIII

Miscellaneous Provisions

9.01 Address and Notice

Unless otherwise provided in this Contract, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "notice") herein provided and permitted to be given, made or accepted, by either party to the other must be in writing and may be given or be served by depositing the same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by hand delivering the same to any responsible officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the United States mail in the manner hereinabove described, shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of three (3) days after it is so deposited.

Notice given in any manner other than that stated herein shall be effective only if and when received by the party to be notified. For the purpose of notice, the addresses of the parties are as follows:

City of San Angelo _____
 72 West College Ave _____
 San Angelo, Texas 76903 _____

Attn: _____
 Title: _____

Attn: _____
 Title: _____



9.02 Acceptance and Approvals

Any acceptance or approval by City or its council members, agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of Contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any reports, information or other documents prepared or services performed pursuant to the terms and conditions of this Contract, nor shall such acceptance or approval be deemed to be an assumption of such responsibility or liability by City or its council members, agents or employees for any defect, error or omission in any reports, information or other documents prepared or services performed by Contractor, its employees, agents, subcontractors or suppliers pursuant to this Contract.

9.03 Representations

Contractor represents that it and its employees, agents and subcontractors are fully competent and qualified to perform all the services required to be performed under this Contract. Contractor represents that it and its subcontractor(s) are experienced in the collection of delinquent and current accounts and that all services to be performed hereunder shall be of the highest professional quality.

9.04 Assignability

Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of City; provided, however, that claims for money due or to become due Contractor from City under this Contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

9.05 Interest of Employees

- a. Contractor shall not, during the term of this Contract, hire or employ on either a full-time or part-time basis any person or persons so long as such person shall be employed by City.
- b. Contractor acknowledges the existence of the Charter of the City of San Angelo, and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Contractor based on related provisions of the Charter of the City of San Angelo. Contractor further acknowledges that state and federal law prohibits officers and employees of City agencies (such as City of San Angelo owned utilities and certain City boards and commissions) to contract with any partnership, corporation or other organization in which the officer or employee has an interest. Contractor certifies, and this



Contract is made in reliance thereon, that neither it nor any person having an interest in this Contract is an officer or employee of the City of San Angelo or any of its agencies.

9.06 Interest of Contractor

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the property to which this Contract pertains or any portion therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

9.07 Ownership of Documents

All records, documents, working papers, calculations, drawings, plans, specifications and materials of every type used by or prepared by Contractor or its subcontractors pursuant to this Contract, whether or not delivered to City, are the property of City and shall be delivered to City upon the termination of this Contract or at City's request prior thereto. Both during the term of this Contract and after its termination, Contractor may not distribute or publish those materials or information derived from those materials without the prior written approval of City.

9.08 Findings Confidential

All of the reports, information, data, etc., prepared or assembled by Contractor under this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of City.

9.09 Commission Fees

Contractor covenants that it has not employed or retained any company or person (other than a full-time or bona fide employee working for Contractor) to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person (other than such full-time or bona fide employee) any gift, contribution, fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this Contract.

9.10 Members, Employees Not Liable

No member or employee of City shall be charged personally or held contractually liable by or to Contractor under any term or provision of this Contract or because of any breach thereof or because of its execution or attempted execution.



9.11 Records

Contractor shall maintain books, records, documents, and other evidence directly related to the performance of work under this Contract in accordance with accepted professional practice and appropriate accounting procedures and practices.

9.12 Invalidity of Particular Provisions

If any provision of this Contract shall to any extent be held invalid, illegal or unenforceable, the remainder of this Contract shall not be deemed affected thereby.

9.13 Governing Law

Venue for this Contract shall be Tom Green County. The Contract shall be governed, construed and enforced in accordance with the laws of the State of Texas.

9.14 Amendments

No amendment, modification, or alteration of the terms of this Contract shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

9.15 Authority to Execute

The individuals executing this Contract warrant that they have full authority to execute this Contract on behalf of the entity for whom they are acting herein.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, BUT BOTH OF WHICH TOGETHER SHALL CONSTITUTE ONE INSTRUMENT, THIS THE _____ DAY OF _____, 201__.

CITY OF SAN ANGELO

By: Daniel Valenzuela, City Manager

By: _____



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, TX 76903
Tel: (325) 657-4220

ATTEST:

By: _____
Bryan Kendrick, City Clerk

ATTEST:

By: _____
Printed Name: _____
Its: _____

APPROVED AS TO CONTENT:

By: _____
Brian Dunn, Fire Chief

APPROVED AS TO FORM:

By: _____
Theresa James, City Attorney



EXHIBIT A

INSURANCE REQUIREMENTS

The following insurance requirements are an example of the City's minimum insurance requirements. The final requirements will be completed during the negotiations process. For more specific information, please contact **Charles Hagen, Risk Manager at (325) 657-4359**.

1.0 INDEMNIFICATION.

CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ITS OFFICIALS, EMPLOYEES AND AGENTS (COLLECTIVELY REFERRED TO AS "INDEMNITEES") AND EACH OF THEM FROM AND AGAINST ALL LOSS, COSTS, PENALTIES, FINES, DAMAGES, CLAIMS, EXPENSES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES (COLLECTIVELY REFERRED TO AS "LIABILITIES") BY REASON OF ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OR LOSS OF ANY PROPERTY ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH (I) THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES CONTEMPLATED BY THIS AGREEMENT WHICH IS OR IS ALLEGED TO BE DIRECTLY OR INDIRECTLY CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION, DEFAULT OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF CONTRACTOR OR ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS (COLLECTIVELY REFERRED TO AS "CONTRACTOR"), REGARDLESS OF WHETHER IT IS, OR IS ALLEGED TO BE, CAUSED IN WHOLE OR PART (WHETHER JOINT, CONCURRENT OR CONTRIBUTING) BY ANY ACT, OMISSION, DEFAULT OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OR STRICT LIABILITY OF THE INDEMNITIES, OR ANY OF THEM OR (II) THE FAILURE OF CONTRACTOR TO COMPLY WITH ANY OF THE PARAGRAPHS HEREIN OR THE FAILURE OF CONTRACTOR TO CONFORM TO STATUTES, ORDINANCES, OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY, FEDERAL, STATE OR LOCAL, IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES, OR ANY OF THEM, FROM AND AGAINST ALL LIABILITIES WHICH MAY BE ASSERTED BY AN EMPLOYEE OR FORMER EMPLOYEE OF CONTRACTOR, OR ANY OF ITS SUB-CONTRACTORS, AS PROVIDED ABOVE, FOR WHICH CONTRACTOR'S LIABILITY TO SUCH EMPLOYEE OR FORMER EMPLOYEE WOULD OTHERWISE BE LIMITED TO PAYMENTS UNDER STATE WORKERS' COMPENSATION OR SIMILAR LAWS. NOTHING HEREIN SHALL REQUIRE CONTRACTOR TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNITEE FOR THE INDEMNITEE'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Prospective Application. Any and all indemnity provided for in this Contract shall survive the expiration of this Contract and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Contract but thereafter so long as any liability (including but not limited to liability for closure and post closure costs) could be asserted in regard to any acts or omissions of Contractor in performing under this Contract.

Retroactive Application. The indemnity provided for in this Contract shall extend not only to claims and assessments occurring during the term of this Contract but retroactively to claims



and assessments which may have occurred during the term of previous agreements between City and Contractor.

2.0 Insurance.

2.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Contract.

2.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

2.1.2 Named Insured. All insurance policies required herein shall be drawn in the name of Contractor, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

2.1.3 Waiver of Subrogation. Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its councilmembers, board and commission members, officials, agents, guests, invitees, consultants and employees.

2.1.4 Certificates of Insurance. At or before the time of execution of this Contract, Contractor shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Copies of required endorsements will be attached to the certificates to confirm the required coverages are in effect. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 West College, San Angelo, Texas 76903.

2.1.5 SubContractors' Insurance. Contractor shall cause each SubContractor and Sub-subContractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require SubContractors and Sub-subContractors to furnish copies of certificates of insurance to Lessor's Risk Manager evidencing coverage for each SubContractor and Sub-subContractor.

2.2 Types and Amounts of Insurance Required. Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at Contractor's sole expense, insurance coverages as follows with limits not less than those set forth below:



COMMERCIAL GENERAL LIABILITY.

This policy shall be an occurrence-type policy and shall protect Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Contractor's employees) and damage to property of the City or others arising out of the act or omission of Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/ operations, and independent Contractors (to remain in force for two years after final payment). Coverage limits shall not be less than:

\$ 2,000,000.00	General Aggregate
\$ 1,000,000.00	Products - Completed Operations
\$ 1,000,000.00	Personal & Advertising Injury
\$ 1,000,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire)

BUSINESS AUTOMOBILE LIABILITY.

This policy shall be written in comprehensive form and shall protect Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall not be less than:

\$ 1,000,000.00	Combined Single Limit per Claim
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WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Contractor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 500,000.00	Employer's Liability, Each Accident
\$ 500,000.00	Employer's Liability, Disease – Each Employee
\$ 500,000.00	Employer's Liability, Disease – Policy Limit

The foregoing requirement will not be applicable if, and so long as, Contractor qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Agreement.

If Contractor uses contract labor, contractor shall require its sub-contractor to maintain the above referenced coverage and furnish copies of certificates of insurance as required.



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, TX 76903
Tel: (325) 657-4220

EXHIBIT B

FEES*

*These fees are subject to change upon advance notice and written amendment to this Contract in accordance with paragraph 9.14.