

Lee County Board Of County Commissioners

Agenda Item Summary

Blue Sheet No. 20041650

1. REQUESTED MOTION:

**ACTION REQUESTED:** Approve the utilization of piggybacking from the City of Tamarac, Florida, RFP 04-14R, Resolution #R-2004-180, for Medical Billing Services, from Advanced Data Processing, Inc., at a cost of seven (7%) of the monthly collections for non-Medicaid accounts, a flat rate of \$150.00 per month for Medicaid accounts and \$1.00 per transport to meet HIPAA requirements. Also, authorized the Chairman to execute the County's Service Provider Agreement upon receipt.

**WHY ACTION IS NECESSARY:** Board approval required.

**WHAT ACTION ACCOMPLISHES:** Provides Emergency Medical Services with a qualified firm for the administration, processing and collection of the costs of transporting Emergency Medical Services (EMS) patients.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #:

07 Public Safety

C7A

3. MEETING DATE:

12-21-2004

4. AGENDA:

5. REQUIREMENT/PURPOSE:

(Specify)

CONSENT  
 ADMINISTRATIVE

STATUTE  
 ORDINANCE

APPEALS  
 PUBLIC

ADMIN. CODE AC-4-4  
 OTHER

WALK ON

TIME REQUIRED:

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER

B. DEPARTMENT

Public Safety

C. DIVISION

BY: John Wilson, Director *JW*

7. BACKGROUND:

On November 22, 2004, Contracts Management received a request from Public Safety to utilize piggybacking from the City of Tamarac, Resolution #R-2004-180, for Medical Billing Services.

Section 5.0, "Piggybacking", of the Lee County Contracts Manual allows Lee County to utilize the bids/contracts of other governmental entities that have gone through a competitive bid process.

The Department of Public Safety and the Contracts Management office has verified the specifications used. As required, permission has been received from the City of Tamarac Purchasing Department and Advanced Data Processing for Lee County to utilize this bid.

Therefore, approval is being requested to utilize piggybacking from the City of Tamarac, Florida agreement, which has gone through their formal bidding process, for Medical Billing Services, from Advanced Data Processing, Inc., at a cost of seven (7%) of the monthly collections for non-Medicaid accounts, a flat rate of \$150.00 per month for Medicaid accounts and \$1.00 per transport to meet HIPAA requirements.

Funding is available in account string: KF5260100100.503190

R.M

Attachments: 1) Request for Proposals RFP 04-14R

2) Resolution #R-2004-180

3) City of Tamarac, Florida approval to piggyback

4) Letter from Advanced Data Processing dated November 24, 2004

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	GM	Risk	GC	
<i>[Signature]</i> 12/6/04	<i>[Signature]</i> 12/3/04	N/A		<i>[Signature]</i> 12/7/04	<i>[Signature]</i> 12/6/04	<i>[Signature]</i> 12/7/04	<i>[Signature]</i> 12/8/04	<i>[Signature]</i> 12/8/04	<i>[Signature]</i>

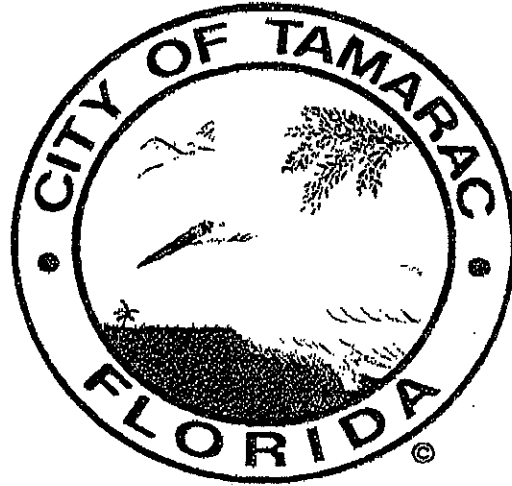
10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: 12/16/04  
Time: 11:40  
Forwarded To:  
*[Signature]*

RECEIVED BY  
COUNTY ADMIN: *[Signature]*  
12/6/04  
1:40 pm  
COUNTY ADMIN  
FORWARDED TO:  
12/8/04  
3PM

# REQUEST FOR PROPOSALS



RFP 04-14R

## MEDICAL BILLING SERVICES

Issued on behalf of  
the Fire Rescue Department

City of Tamarac  
Purchasing Division  
7525 NW 88<sup>th</sup> Avenue  
Room 108  
Tamarac, Florida 33321-2401  
(954) 724-2450



# City of Tamarac

"Committed to Excellence...Always"

## Purchasing and Contracts Division

March 26, 2004

RFP NO. 04-14R

### REQUEST FOR PROPOSALS RFP 04-14R

#### ALL QUALIFIED PROPOSERS:

Sealed Proposals, addressed to the Purchasing and Contracts Manager of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until 4:00 PM local time, Wednesday, April 28, 2004 for:

#### MEDICAL BILLING SERVICES

The City is soliciting proposals on behalf of the Tamarac Fire Rescue Department to obtain the services of a qualified firm for the administration, processing and collection of the costs of transporting Emergency Medical Services (EMS) patients.

Sealed Proposals must be received and time stamped in the Purchasing Office, either by mail or hand delivery, **on or before the date and time referenced above**. Any Proposals received **after 4:00 p.m.** on said date will **not** be accepted under **any** circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer. Official time will be measured by the time stamp in the Purchasing Office.

City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interests of the City.

Proposal documents may be obtained from the Purchasing Office or via the Internet at <http://www.tamarac.org/Dept/fin/purch/solicitations.html>. For inquiries, contact the Purchasing Office at (954) 724-2450.

Keith K. Glatz, CPPO  
Purchasing and Contracts Manager

Publish Sun-Sentinel: Sunday 3/21 and 3/28/2004

7525 NW 88th Avenue ■ Tamarac, Florida 33321-2401 ■ (954) 724-2450 ■ Fax (954) 724-2408 ■ [www.tamarac.org](http://www.tamarac.org)

Equal Opportunity Employer

City of Tamarac



Purchasing &amp; Contracts Division

## REQUEST FOR PROPOSALS

RFP 04-14R

### MEDICAL BILLING SERVICES

#### I. INTRODUCTION

The City is soliciting proposals on behalf of the Tamarac Fire Rescue Department to obtain the services of a qualified firm to administer, process and collect the costs of transporting Emergency Medical Services (EMS) patients.

#### II. INFORMATION

For information pertaining to this Request for Proposals (RFP), contact Purchasing at (954) 724-2450 or Assistant Fire Chief Paul Forsberg at (954) 724-2528. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted only by written addendum.

It is preferred that all questions be submitted in writing, either via fax or email. Fax questions to (954) 724-2408 or email to [purchasing@tamarac.org](mailto:purchasing@tamarac.org).

#### III. SCHEDULE OF EVENTS

The schedule of events related to this Request for Proposals shall be as follows:

RFP Document issued	March 22, 2004
Deadline for Receipt of Proposals	April 28, 2004
Evaluation of Proposals	May 10, 2004
Presentations by Short-listed Proposers (if applicable)	May 25, 2004
Final Ranking of Firms	May 28, 2004
Anticipated Award by Commission	June 23, 2004

*All dates are tentative. City reserves the right to change scheduled dates.*

#### IV. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made to the City of Tamarac by all prospective Proposers, including but not limited to, Requests for Quotes, Requests for Proposal and Requests for Bid. As such the words "bid", "proposal" and "offer" are used interchangeably in reference to all offers submitted by prospective Proposers. The City of Tamarac reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the City of Tamarac.



**INSTRUCTIONS TO OFFERORS**  
**STANDARD TERMS AND CONDITIONS**

**RFP 04-14R**

**1. DEFINED TERMS**

Terms used in these Instructions to Offerors are defined as follows:

- 1.1. **"Offeror"** - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.
- 1.2. **"Proposer"** - one who submits a Proposal in response to a solicitation. The terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.
- 1.3. **"Successful Offeror"** - the qualified, responsible and responsive Offeror to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.
- 1.4. **"City"** - the City of Tamarac, a municipal corporation of the State of Florida.
- 1.5. **"Proposal Documents"** - the Request for Proposals, Instructions to Offerors, Offeror's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Offeror's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).
- 1.6. **"Contractor"** - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

**2. SPECIAL CONDITIONS**

Any and all Special Conditions that may vary from the General Conditions shall have precedence.

**3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 3.1. Before submitting a Proposal, each Offeror must visit the site (if applicable) to familiarize himself with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Purchasing and Contracts Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.
- 3.2. The Offeror, by and through the submission of a Proposal, agrees that Offeror shall be held responsible for having examined the facilities and equipment (if applicable); familiarized himself with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

**4. SCOPE OF WORK**

- 4.1. The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement.
- 4.2. For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the requirements in every respect.

**5. INTERPRETATIONS AND ADDENDA**

If the Offeror is in doubt as to the meaning of any of the Proposal Documents, believes that the General Conditions, Special Conditions and/or Technical Specifications contain errors, contradictions or obvious omissions, or has any questions concerning the information contained in the RFP documents, the Offeror shall submit a written request to the Purchasing Office for interpretation or clarification. Such request must reference RFP name and number, and should be received by the Purchasing Office at least ten (10) calendar days prior to the Proposal opening date. Questions received less than ten (10) calendar days prior to the Proposal opening may not be answered. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum transmitted via either fax or email to all parties recorded by the Purchasing Office as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

**6. COSTS AND COMPENSATION**

- 6.1. Costs and compensation shall be shown in both unit prices and extensions whenever applicable. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern.
- 6.2. All costs and compensation shall remain firm and fixed for acceptance for 60 calendar days after the day of the Proposal opening.
- 6.3. The price proposal shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.

**7. NON-COLLUSIVE AFFIDAVIT**

Each Offeror shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Offeror to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.

**8. PUBLIC ENTITY CRIMES**

In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or



repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

#### 9. CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

#### 10. PERFORMANCE BONDS AND INSURANCE

Upon award of a contract, the Successful Offeror, as required within the scope of the solicitation, may be required to submit performance bonds and/or payment bonds. Offeror shall provide certificates of insurance in the manner, form and amount(s) specified.

#### 11. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

The following is a summary of documents to be submitted by each Offeror:

- a. Proposal
- b. Certification Form
- c. Certified Resolution Form (or firm's own Corporate Resolution)
- d. Offeror's Qualifications Statement Form
- e. Vendor Drug Free Workplace Form
- f. Non-Collusive Affidavit Form
- g. Proof of applicable insurance

#### 12. SUBMISSION OF PROPOSALS

- 12.1. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.
- 12.2. Proposals must contain a manual signature of a corporate officer or designee with the proven authority to bind the firm in matters of this nature. The address and telephone number for any communications regarding the Proposal must be included.
- 12.3. Proposals shall contain an acknowledgment of receipt of all addenda.
- 12.4. Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.



- 12.5. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
  - 12.6. Proposals shall be submitted to the Purchasing Office on or before the time indicated in the Request for Proposals. Proposals shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope should be clearly marked on the exterior with the applicable solicitation name and number. The envelope should state the name and address of the Offeror and should include all documents as specified in the Request for Proposals. Purchasing and Contracts Division staff is not responsible for the premature opening of a Proposal that is not properly addressed and identified.
  - 12.7. In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).
  - 12.8. All Proposals received from Offerors in response to the Request for Proposals will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.
  - 12.9. The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.
- 13. MODIFICATION AND WITHDRAWAL OF PROPOSALS**
- 13.1. Proposals may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing Office at any time prior to the deadline for submitting Proposals. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. No Proposal may be withdrawn or modified after the date of proposal opening has passed.
  - 13.2. If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal, but the intended correct Proposal is not similarly evident, Offeror may withdraw its Proposal and any bid security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.



**14. REJECTION OF PROPOSALS**

- 14.1. To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 14.2. City reserves the right to reject the Proposal of any Offeror if City believes that it would not be in its best interest of to make an award to that Offeror, whether because the Proposal is not responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

**15. QUALIFICATIONS OF PROPOSERS**

- 15.1. Each Offeror shall complete the Offeror's Qualifications Statement and submit the form with the Proposal. Failure to submit the Offeror's Qualifications Statement and the documents required thereunder may constitute grounds for rejection of the Proposal.
- 15.2. As a part of the Proposal evaluation process, City may conduct a background check which may include a records check by the Broward Sheriff's Office. Offeror's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation.
- 15.3. No proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible for unreliable by City. City will be the sole judge of said determination.
- 15.4. City reserves the right to make a pre-award inspection of the Offeror's facilities and equipment prior to award of Contract.
- 15.5. Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

**16. INSURANCE**

- 16.1. Offeror agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Offeror, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.



- 16.2. Offeror shall obtain at Offeror's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning work under this Agreement. Offeror shall maintain such insurance in full force and effect during the life of this Agreement. Offeror shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under this Agreement.
- 16.3. Offeror shall indemnify and save the City harmless from any damage resulting to it for failure of either Offeror or any Sub-Offeror to obtain or maintain such insurance.
- 16.4. The following are required types and minimum limits of insurance coverage, which the Offeror agrees to maintain during the term of this contract:

<b>Line of Business/ Coverage</b>	<b>Occurrence</b>	<b>Aggregate</b>
<b>Commercial General Liability</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>

Including:  
 Premises/Operations  
 Contractual Liability  
 Personal Injury  
 Explosion, Collapse, Underground Hazard

Products/Completed Operations  
 Broad Form Property Damage  
 Cross Liability and Severability of Interest Clause

<b>Automobile Liability</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>
<b>Workers' Compensation &amp; Employer's Liability</b>		<b>Statutory</b>

- 16.5. The City reserves the right to require higher limits depending upon the scope of work under this Agreement.
- 16.6. Neither Offeror nor any Sub-Offeror shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Offeror will ensure that all Sub-Offerors will comply with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement.
- 16.7. All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and shall be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.
- 16.8. The Offeror's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Offeror's Workers' Compensation carrier will provide a Waiver of Subrogation to the City.



- 16.9. The Offeror shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Offeror purchase a bond to cover the full amount of the deductible or self-insured retention.
- 16.10. If the Offeror is to provide professional services under this Agreement, the Offeror must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability.
- 16.11. The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of City.

## 17. INDEMNIFICATION

- 17.1. To the fullest extent permitted by laws and regulations, Successful Offeror shall indemnify, defend, save and hold harmless the City, its officers, elected officials, agents and employees from any and all claims, damages, losses, liabilities and expenses, direct, indirect, consequential or inconsequential, arising out of or alleged to have arisen out of the products, goods or services furnished by, or the operations of, the Successful Offeror or its subcontractors, agents, officers, employees or independent contractors pursuant to the Contract, specifically including, but not limited to, those caused by or arising out of the following conditions:
  - 17.1.1 any act, omission or default of the Successful Offeror and/or its subcontractors, agents, servants or employees in the provision of the goods and/or services under the Contract;
  - 17.2.1 any and all bodily injuries, sickness, disease or death;
  - 17.3.1 injury to or destruction of tangible property, including the loss of use resulting therefrom;
  - 17.4.1 the use of any improper materials;
  - 17.5.1 a defective condition in any goods provided pursuant to the Contract, whether patent or latent;
  - 17.6.1 the violation of any federal, state, county or municipal laws, ordinances or regulations by Successful Offeror, its subcontractors, agents, servants, independent contractors or employees;
  - 17.7.1 the breach or alleged breach by Successful Offeror of any term, warranty or guarantee of the Contract.
- 17.2. The Successful Offeror shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.



17.3. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Offeror under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

## 18. WARRANTIES

18.1. Successful Offeror warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.

18.2. Successful Offeror warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

18.3. Successful Offeror warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

18.4. All warranties made by Successful Offeror together with service warranties and guarantees shall run to City and the successors and assigns of City.

## 19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Successful Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Successful Offeror will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Offeror(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

## 20. TAXES

Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

## 21. PERMITS, FEES AND NOTICES

Successful Offeror shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

**22. TERMINATION FOR CAUSE AND DEFAULT**

22.1. In the event Successful Offeror shall default in any of the terms, obligations, restrictions or conditions in any of the Proposal documents, City shall give written notice by certified mail, return receipt requested to Successful Offeror of the default and that such default shall be corrected, or the actions taken to correct such default, shall be commenced within seven (7) calendar days thereof. In the event Successful Offeror has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of City, City shall have all legal remedies available to it, including, but not limited to termination of the Contract, in which case Successful Offeror shall be liable for all procurement or re-procurement costs, and any and all damages permitted by law arising from the default and breach of the Contract.

22.2. Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirements of the RFP shall be just cause for the cancellation of the RFP award. The City may, by written notice to the Proposer, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.

**23. TERMINATION FOR CONVENIENCE OF CITY**

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to Successful Offeror, City may without cause and without prejudice to any other right or remedy, terminate the agreement for City's convenience whenever City determines that such termination is in the best interests of City. Where the agreement is terminated for the convenience of City, the notice of termination to Successful Offeror must state that the Contract is being terminated for the convenience of City under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Successful Offeror shall promptly discontinue all work and, to the extent indicated on the notice of termination, shall terminate all outstanding subcontracts and purchase orders as they relate to the terminated portion of the Contract, shall refrain from placing further orders and/or contracting with subcontractors, and shall complete any continued portions of the work.

**24. AUDIT RIGHTS**

City reserves the right to audit the records of Successful Offeror, relating to this contract, at any time during the term of the Contract, and for a period of three (3) years after completion of contract. If required by City, Successful Offeror shall agree to submit to an audit by an independent Certified Public Accountant selected by City. Successful Offeror shall allow City to examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the Contract.

**25. ASSIGNMENT**

25.1. Successful Offeror shall not assign, transfer or subject the Contract or its rights, title, interests or obligations therein without City's prior written approval.

City of Tamarac



Purchasing & Contracts Division

25.2. Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and City may, at its discretion, cancel the Contract. All rights, title, interest and obligations of Successful Offeror shall thereupon cease and terminate.

**GOVERNING LAW:**

**THE LAWS OF THE STATE OF FLORIDA SHALL GOVERN THIS CONTRACT. VENUE SHALL BE BROWARD COUNTY, FLORIDA.**



## V. STATEMENT OF WORK

### A. SCOPE OF PROPOSAL

The purpose of this Request for Proposals is to obtain the services of a qualified firm to administrate the task of processing, invoicing and collecting the costs for transporting Emergency Medical Service (EMS) patients on behalf of the City of Tamarac Fire Rescue Department, in conformity with the requirements contained herein.

The City is seeking a contract for an initial term of three (3) years, with two (2) additional two-year renewal terms based upon satisfactory performance and mutual agreement of both parties.

The City of Tamarac provides Basic Life Support (BLS) and Advanced Life Support (ALS) services to the citizens and visitors of Tamarac, and bills for medical services rendered by the Fire Rescue Department. Annual transports are estimated to exceed 5,900 per year.

Charges have been established for Advanced Life Support Transport, Basic Life Support Transport, mileage and civil assists. The Fire Rescue Department is projecting this fee structure to result in greater than \$2 million in annual gross billings. During the past three years, collections from Medicaid have been approximately 2% of total collections.

### B. SERVICES TO BE PROVIDED

1. Invoice patient and/or other third party responsible for payment of services rendered in accordance with time frames as stated herein.
2. Collection and generation of any and all insurance forms, filings and record maintenance.
3. Provide HIPAA privacy practices requirements to all patients transported.
4. Provide and administer a compliance program to ensure compliance with all State and Federal regulations.
5. Provide the City's Finance Department with all monthly finance, billing and receivable reports as stated herein.
6. Provide a Customer Service Representative to assist patients and/or other third party payors in all billing inquiries in a timely fashion as specified herein.
7. Conduct any follow up required to obtain the necessary insurance information to process invoices for payment.

### C. MINIMUM REQUIREMENTS

1. Successful Proposer shall accept hard copy or electronically transmitted information.
2. Successful Proposer shall be responsible for invoicing, collection, and generation of any and all insurance forms, insurance filings, records



maintenance, and preparation of standard and/or custom reports, as requested or required by City.

**D. CONTRACTOR RESPONSIBILITIES**

1. When preparing invoices, the Successful Proposer shall include the following information on every invoice:
  - a. Account number.
  - b. Invoice number and date.
  - c. Name of transported patient.
  - d. Name of responsible party, if different from patient.
  - e. Complete patient address.
  - f. Date of transport.
  - g. Location of transport (address or location patient was transported from).
  - h. Destination of transport (hospital or other facility).
  - i. Detailed cost of transport by line item.
  - j. Incident number ("Run" number provided by Tamarac Fire Rescue).
2. The invoice will also contain a message stating "This is an invoice for services provided by the City of Tamarac". Sample invoices should be included with proposals.
3. All invoicing and reporting systems shall be computerized. Provide computer operating system information, hardware configuration and software used.
4. Mail invoices to patients within five (5) days of receipt of patient information from Tamarac Fire Rescue. This mailing shall include a pre-printed return payment envelope, with the payment address specified by the City of Tamarac.
5. Second notices shall be sent to patient, in the event of non-response to initial invoice, at thirty-five day intervals. Third notices shall be sent at sixty-five day intervals. Provide samples of second and third notices.
6. Provide Electronic Claims Processing for Medicare and Medicaid.
7. Mail or electronically process applicable insurance forms to third party payors as required or requested by the patient. Either method shall include information on where to send payments to City of Tamarac.
8. Post all payments as received by the City's bank through the lock box.
9. Invoice the City on a monthly basis for services rendered based on flat fee for Medicaid and percentage of other fees collected, as indicated on Price Proposal page included herein.
10. Respond promptly to all patient requests and inquiries, whether written or verbal.





11. Comply with all applicable Federal, state and local laws as they apply to the services being provided, such as, but not limited to, the Federal Debit Collection Practices Law. This further includes all requirements to maintain confidentiality for all medical and patient information as referenced in state and local laws, ordinances and/or regulations.
12. Negotiate and arrange modified payment schedules for those individuals unable to pay the full amount at time of initial billing.
13. Maintain any and all documentation, records and patient information in a safe and secure manner that will allow inspection and audit by the City of Tamarac or its agents upon proper notification and within the scope of the awarded Contract.
14. Provide the City with a report of all accounts past due more than 180 days (except where a modified payment schedule has been arranged), including all pertinent facts regarding said accounts. Accounts past due for more than one year may be withdrawn from the Successful Proposer and returned to the City of Tamarac for further collection.
15. Verify, correct and maintain accurate billing address information for all transported patients
16. Maintain a working arrangement with all of the Tamarac Fire Rescue-serviced hospitals wherein said hospitals provide copies of patient run sheets for each transport to their respective facilities.
17. Include a citizen satisfaction survey and a return, self-addressed, postage paid envelope with each invoiced mailed. This survey shall be no more than one 8 ½ x 11 page.

#### **E. RESPONSIBILITIES OF THE CITY OF TAMARAC**

1. The City of Tamarac will provide the necessary patient information to the Successful Proposer on a weekly basis, for all transported patients within the specified time frame.
2. The City of Tamarac will comply with all Federal, State and local laws, rules and regulations as applicable to the contracted services.
3. The City of Tamarac will agree to use the Successful Proposer exclusively for the services specified herein as long as the contract term is current and in force.
4. The City of Tamarac will make every effort to obtain the proper billing address for all billable patients prior to forwarding said information to the Successful Proposer.



## F. DELIVERABLES

1. Distribution of Charges and Collections – This report will track the changes, payments and financial class mix of all patients for a given month. Provide sample.
2. Aged Receivable Report – This report will have outstanding invoices sorted by date with amounts for thirty days, sixty days and ninety days. This report will provide totals for these categories.
3. New Charges Alpha Listing – This report lists all invoices alphabetically by patient name or responsible payor. Provide sample.
4. Monthly Payment Listing - This report lists payment, bad checks, charge offs, write offs and refunds posted to each patient's account. Provide sample
5. Check Edit Listing - This report lists all patients due refunds as a result of overpayment of account. Provide sample.
6. Additional reports as required or requested by City.

## G. PERFORMANCE SCHEDULE

1. Pricing should reflect costs for services during the initial three (3) year contract term, from October 1, 2004 to September 30, 2007. The Price Proposal should reflect the total costs for all services and should detail the different fees for each service.
2. The Proposer shall include sample invoices and the messages that will be used on 35- and 65-day notices as part of the submittal. All invoice and notice text, layout, color of ink and paper stock is subject to approval by City.

## VII. PROPOSAL SELECTION

The City Manager will appoint an Evaluation and Selection Committee to review Proposals. The City reserves the right to select the Proposer who represents the best value, and to accept or reject any proposal submitted in response to this solicitation. The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents.

Price shall not be the sole determining factor for selection, as indicated in the following section.

## VIII. EVALUATION OF PROPOSALS

### A. Evaluation Method and Criteria

A Selection/Negotiation Committee has been appointed by the City Manager and will be responsible for selecting the most qualified firm and then negotiating a contract. The Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the Evaluation and Selection Committee.



All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the City.

After presentations, firms will be assigned a final score, with the highest-ranked firm moving forward to the negotiation phase. Upon successful negotiation, a recommendation for award will be considered by the City Commission. No work on this project shall proceed without written authorization from the City of Tamarac.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the City arising from such negotiations.

The City's evaluation criteria may include, but shall not be limited to, the following:

**1. Qualifications**

- a. Verification of availability of qualified personnel.
- b. Verification of availability of equipment.
- c. Ability to meet set standards.
- d. Expertise of staff.
- e. Qualifications of the firm.
- f. Experience.
- g. References from other municipalities providing similar services.

**2. Technical**

- a. Understanding of the requirements.
- b. Approach.
- c. Technical soundness of the proposal.
- d. Proposed scope of work.

**3. Financial**

- a. Cost Effectiveness.
- b. Reasonableness of proposed price.
- c. Evidence of insurance and/or bonding.

**4. Other**

- a. Location of firm (within Tri-County area of Miami-Dade, Broward and Palm Beach Counties).
- b. Previous contracting experience with the City, if any.
- c. Performance under past contracts with the City, if any.

**B. Weighted Criteria**

Points will be assigned to each proposal based on the following weighted criteria:

CRITERIA	MAXIMUM POINTS
1. Expertise/Qualifications	20 points
2. Experience in Stated Criteria/Medical Billing	20 points
3. Governmental/Municipal Experience	25 points
4. Technology and Equipment Availability	10 points
5. Collection Philosophy	10 points
6. Price	10 points
7. Location – Office within the Tri-County Area	5 points

These weighted criteria are provided to assist Proposers in the allocation of their time and efforts during the proposal preparation process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general framework for those deliberations.

Once the Proposals are evaluated, a "short-list" may be selected to make presentations to the Evaluation and Selection Committee, prior to a recommendation for award.

**C. PRESENTATIONS**

The short-listed Proposers may be requested to make presentations to the Committee. The City may require additional information after evaluation of the submittals, and Proposers agree to furnish such information upon the City's request.

**D. RIGHT TO REJECT PROPOSALS**

To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions, unauthorized alterations, or irregularities of any kind.

City reserves the right to reject any Proposal if City believes that it would not be in its best interest to make an award to a particular Proposer, either because the Proposal is not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of this solicitation.

**CONTACT WITH PERSONNEL OF THE CITY OF TAMARAC OTHER THAN THE PURCHASING AND CONTRACTS MANAGER OR DESIGNATED REPRESENTATIVE REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.**

City of Tamarac



Purchasing & Contracts Division

**PROPOSAL FORM**

**RFP 04-14R**

**MEDICAL BILLING SERVICES**

**PROPOSAL PRICE**

- 1. Flat Fee Percentage of \_\_\_\_\_ % to administer billing and collections
- 2. Flat Rate of \$ \_\_\_\_\_ per month for Medicaid.

SUBMITTED BY:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

NOTE: To be considered eligible for award, one (1) original copy of this proposal form must be submitted with the Proposal.

**NO BID INDICATION (IF "NO BID" IS OFFERED):**

Please indicate reason(s) why a Proposal is not being submitted at this time.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# City of Tamarac

"Committed to Excellence...Always"

Jeffrey L. Miller  
City Manager

August 30, 2004

Douglas Shamon, President/CEO  
Advanced Data Processing, Inc.  
520 NW 165 Street, Suite 201  
Miami, FL 33169

RE: Award RFP 04-14R for Medical Billing Services  
Reso. #R-2004-180

Dear Mr. Shamon:

I am pleased to advise you that at its meeting on August 25, 2004 the Tamarac City Commission approved a Resolution authorizing the appropriate City Officials to award R-2004-180 entitled "Medical Billing Services" and to execute an agreement with Advanced Data Processing, Inc. for the administration, processing and collection of costs associated with the transport of EMS patients by Tamarac Fire Rescue. We have enclosed a copy of the approved resolution which allows for the initial three-year renewal term effective October 1, 2004.

Fire Chief Jim Budzinski will be your contact person with the City concerning this matter. Please feel free to contact him at 954 724-2436. However, if there should be any problems of a serious consequence, I expect you to advise me directly and immediately.

The City looks forward to working with you.

Sincerely,

*Jeffrey L. Miller*  
Jeffrey L. Miller  
City Manager

Attachment: R-2004-180

cc: Jim Budzinski, Fire Chief  
Marion Swenson, City Clerk

Temp. Reso. #10498  
July 6, 2004  
Page 1

I hereby certify that this document is a true and correct copy of the original of which is on file in City Hall.  
Witness my hand and official seal of the City of Tamarac, Florida.  
This 30 day of August 2004  
[Signature]  
City Clerk

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2004- 180

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD RFP 04-14R, "MEDICAL BILLING SERVICES" AND TO EXECUTE AN AGREEMENT WITH ADVANCED DATA PROCESSING, INC. TO PROVIDE ADMINISTRATION, PROCESSING AND COLLECTION OF THE COSTS OF TRANSPORTING EMS PATIENTS ON BEHALF OF THE CITY OF TAMARAC FIRE RESCUE DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tamarac Fire Rescue is required to provide basic and advanced life support services to the citizens and visitors of the City of Tamarac and to properly invoice and collect fees from the patients who utilize these services; and

WHEREAS, Tamarac Fire Rescue transports an estimated 6,000 patients per year, which generates an average of approximately \$1.6 million in gross revenue annually; and

WHEREAS, the existing contract with Advanced Data Processing, Inc. for medical billing services will expire on September 30, 2004 with no additional renewals available; and

WHEREAS, the complexity and accounting requirements of providing these services require the City to formally solicit competitive sealed proposals; and

WHEREAS, the City publicly advertised RFP 04-14R, "Medical Billing Services" in the Sun-Sentinel on March 21 and March 28, 2004, a copy of said RFP is attached as Exhibit 1; and

WHEREAS, proposals were solicited from seven (7) vendors and two (2) proposals

Temp. Reso. #10498  
July 6, 2004  
Page 2

were received from Advanced Data Processing, Inc. and iLiant Medbill, Inc.; and

WHEREAS, the proposals were evaluated by a Selection and Evaluation Committee consisting of the Assistant Fire Chief, EMS Chief, Controller, and Management Analyst to determine responsiveness to the City's specifications; and

WHEREAS, Advanced Data Processing, Inc. was determined to be the highest ranked, most responsive and responsible vendor based upon the criteria established in the RFP, as evidenced by Exhibit 2; and

WHEREAS, Advanced Data Processing, Inc. will charge the City seven percent (7%) of the monthly collections for non-Medicaid accounts, a flat rate of \$150.00 per month for Medicaid accounts and \$1.00 per transport to meet HIPAA requirements; and

WHEREAS, Advanced Data Processing, Inc. has agreed to the terms and conditions of RFP 04-14R and has executed the City's Agreement, as evidenced by Exhibit 3; and

WHEREAS, it is the recommendation of the Fire Chief and Purchasing and Contracts Manager that RFP 04-14R be awarded to and an agreement executed with Advanced Data Processing, Inc.; for a three (3) year term effective October 1, 2004 through September 30, 2007 with two (2) additional two-year renewals, for a total contract term not to exceed seven (7) years; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Tamarac to award RFP 04-14R, "Medical Billing Services" and to execute an agreement with Advanced Data Processing, Inc., to provide administration, processing and collection of the costs of transporting EMS patients on behalf of the City of Tamarac Fire Rescue Department.

City of Tamarac  
City Manager  
Lee County, Florida  
11/24/04 15:24 FAX 5059400092



Temp. Reso. #10488  
July 6, 2004  
Page 3

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2: the appropriate City officials are hereby authorized to award RFP 04-14R, "Medical Billing Services" and to execute an agreement with Advanced Data Processing, Inc. to provide administration, processing and collection of the costs of transporting EMS patients on behalf of the City of Tamarac Fire Rescue Department.

SECTION 3: All resolutions or parts of resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Temp. Reso. #10498

July 6, 2004

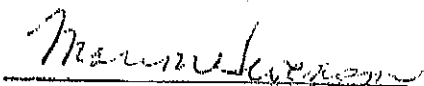
Page 4

**SECTION 5:** This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 25<sup>th</sup> day of August, 2004.

ATTEST:

  
JOE SCHREIBER  
MAYOR

  
MARION SWENSON, CMC  
CITY CLERK

RECORD OF COMMISSION VOTE:  
MAYOR SCHREIBER Aye  
DIST 1: COMM. PORTNER Aye  
DIST 2: COMM. FLANSBAUM-TALABISCO Aye  
DIST 3: V/M SULTANOF Aye  
DIST 4: COMM. ROBERTS Aye

I HEREBY CERTIFY that  
I have approved this  
RESOLUTION as to form.

  
MITCHELL S. KRAFT  
CITY ATTORNEY

City of Tamarac



Purchasing and Contracts Division

**AGREEMENT**  
**BETWEEN THE CITY OF TAMARAC**  
**AND**  
**ADVANCED DATA PROCESSING, INC.**

THIS AGREEMENT is made and entered into this 25<sup>th</sup> day of August, 2004 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Advanced Data Processing, Inc., a Delaware corporation with principal offices located at 520 NW 165<sup>th</sup> Street, Suite 201, Miami FL 33169 (the "Contractor") to provide for the administration, processing and receipt of payments associated with transporting Emergency Medical Service (EMS) patients on behalf of the City of Tamarac Fire Rescue Department.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

**1) The Contract Documents**

The contract documents consist of this Agreement, conditions of Request for Proposals (RFP) 04-14R, "Medical Billing Services", (General Terms and Conditions, Instructions to Offerors, and Statement of Work), all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein.

**2) The Work**

The Contractor shall perform all work for the City required by the contract documents as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary to administer, process, and receive payments associated with transporting EMS patients as specified in RFP 04-14R.
- b) Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c) Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

City of Tamarae



Purchasing and Contracts Division

### 3) Insurance

Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

### 4) Contract Term

The contract term begins October 1, 2004 and shall continue for a three (3) year period, with two (2) additional two-year renewal terms based upon satisfactory performance and mutual agreement of both parties. The entire term of the contract shall not exceed seven (7) years.

### 5) Contract Sum

The contract sum shall be a flat fee percentage of seven percent (7%) of collections of non-Medicaid accounts computed by incident month, plus \$150.00 per month for Medicaid accounts billed. Costs are less a "Lock-box" credit of \$200.00 per month. Price includes but is not limited to all materials, postage and phone costs. Contractor retains the right to pass on to City any significant postage increase; said increase being determined by any increase in the cost of first class postage by the U.S. Postal Service. Costs also include \$1.00 charge per transport at current transport level for optional mailing of HIPAA Privacy Notices sent with initial invoice of all transported/billed patients.

### 6) Payments

The City shall pay the Contractor monthly for Work performed as outlined in the Statement of Work and upon receipt of an approved invoice.

### 7) Indemnification

To the fullest extent permitted by laws and regulations, Contractor shall indemnify, defend, save and hold harmless the City, its officers, elected officials, agents and employees from any and all claims, damages, losses, liabilities and expenses, direct, indirect, consequential or inconsequential, arising out of or alleged to have arisen out of the products, goods or services furnished by, or the operations of, Contractor or its subcontractors, agents, officers, employees or independent contractors pursuant to the Contract, specifically including,

City of Tamarac



Purchasing and Contracts Division

but not limited to, those caused by or arising out of the following conditions: (a) any act, omission or default of the Contractor and/or its subcontractors, agents, servants or employees in the provision of the goods and/or services under the Contract; (b) any and all bodily injuries, sickness, disease or death; (c) injury to or destruction of tangible property, including the loss of use resulting therefrom; (d) the use of any improper materials; (e) a defective condition in any goods provided pursuant to the Contract, whether patent or latent; (f) the violation of any federal, state, county or municipal laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (g) the breach or alleged breach by Contractor of any term, warranty or guarantee of the Contract.

The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

**8) Non-Discrimination**

Section 7 Revision Accepted by:  
Initials DS Date 8-11-04  
(Doug Shannon)

The Contractor agrees that it shall not discriminate against any of its employees or applicants for employment because of their age, handicap, race, color, religion, sex, or national origin, and to abide by all federal and State laws regarding non-discrimination. The Contractor further agrees to insert the foregoing provisions in all subcontracts hereunder except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Agreement.

**9) Independent Contractor**

Contractor is an independent Contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

**10) Administrative Delegation**

To the extent necessary to fulfill its billing efforts under the Agreement, Contractor is authorized to sign in an administrative capacity for the City the following types of standard forms and correspondences only: probate filing; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of the City; and insurance filings and related forms. The Contractor has no authority to sign any document that imposes liability upon the City of Tamarac.

City of Tamarac



Purchasing and Contracts Division

**11) Assignment and Subcontracting**

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

**12) Notice**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager  
City of Tamarac  
7525 N.W. 88th Avenue  
Tamarac, FL 33321

With a copy to City Attorney at the same address.

CONTRACTOR

Brad Williams  
Vice President – Finance  
Advanced Data Processing Inc.  
520 NW 165<sup>th</sup> Street, Suite 201  
Miami FL 33169  
PH: 305-459-0658

**13) Termination**

This Agreement may be terminated by City or Contractor for cause, or by the City for convenience, upon thirty (30) calendar days of written notice by the terminating party to the other party, in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the City against loss pertaining to this termination.

Default by Contractor: In the event Contractor shall default in any of the terms, obligations, restrictions or conditions in any of the Proposal documents, City shall give written notice of default to Contractor by certified mail, return receipt requested, and such default shall be corrected, or the actions to begin correction of said default, shall commence within thirty (30) calendar days of the date of said notice.

**14) Uncontrollable Forces**

Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

City of Tamarac



Purchasing and Contracts Division

The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms lightning, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions.

Neither party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable nor which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### 15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

#### 16) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

#### 17) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

#### 18) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### 19) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

City of Tamarac



Purchasing and Community Relations

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and Advanced Data Processing, Inc., signing by and through its President, duly authorized to execute same.

CITY OF TAMARAC

Joe Schreiber  
Joe Schreiber, Mayor

8/25/04  
Date

ATTEST:

Marion Swenson  
Marion Swenson, CMC  
City Clerk

8/30/04  
Date

Jeffrey L. Miller  
Jeffrey L. Miller, City Manager

8/25/04  
Date

Approved as to form and legal sufficiency:

Mitchell S. Kraft  
Mitchell S. Kraft, City Attorney

8/25/04  
Date

ATTEST:

Greg Elliot  
(Corporate Secretary)

Greg Elliot  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Advanced Data Processing, Inc.  
Company Name

Doug Shamon  
Signature of President

Doug Shamon  
Type/Print Name of President

July 23, 2004  
Date



City of Leesville



Purchasing and Contracts Division

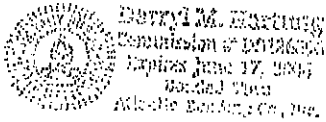
**CORPORATE ACKNOWLEDGEMENT**

STATE OF FLORIDA :  
COUNTY OF Broward :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Doug Shamon, President of Advanced Data Processing, Inc., a Delaware Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this <sup>23<sup>rd</sup></sup> day of July, 2004.

Darryl M. Hartung  
Signature of Notary Public  
State of Florida at Large



Darryl M. Hartung  
Print, Type or Stamp  
Name of Notary Public

Personally known to me or  
Produced Identification

Type of I.D. Produced

DID take an oath, or  
 DID NOT take an oath.

## Gail Orio - Medical Services Billing Agreement

---

**From:** "Keith Glatz" <keithg@tamarac.org>  
**To:** <gorio@leegov.com>  
**Date:** 11/30/2004 11:28 AM  
**Subject:** Medical Services Billing Agreement  
**CC:** <Davek@leegov.com>

---

Gail,

The City of Tamarac is agreeable to allow Lee County to piggy-back our current Agreement for Medical Services Billing awarded Advanced Data Processing, Inc., (ADP) for your specific applications. This is contingent upon ADP agreeing to provide you with services and pricing in accordance with the same terms and conditions of our original Agreement, per our Resolution R-2004-180, effective October 1, 2004.

Please contact me if you have any questions.

Keith

Keith K. Glatz, CPPO  
Purchasing & Contracts Manager  
City of Tamarac, Florida  
(954) 724-1322 (voice)  
(954) 724-2408 (fax)  
keithg@tamarac.org

This email communication and any attachments may contain confidential and privileged information for the sole use of the designated recipient(s). Any unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.



November 24, 2004

Mr. David Kainrad  
Lee County  
VIA FACSIMILE # 239-344-5419

Dear Mr. Kainrad:

**Subject: EMS Billing & Collections Contract - Tamarac Piggyback**

This letter hereby serves as our authorization for you to "Piggyback" our contract with the City of Tamarac to provide the same Billing and Collection Services for Emergency Medical Transports as that provided to City of Tamarac under their Contract Resolution No. R-2004-180. We therefore extend all of the most favorable terms and conditions of this agreement to Lee County.

Respectfully submitted,

Brad Williams  
Vice President, Finance

**Advanced Data Processing**

Cc: Doug Shamon, ADPI