



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue

Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum

Agenda Changes/Supplemental Packet

TO: MAYOR CASTNER AND HOMER CITY COUNCIL
FROM: MELISSA JACOBSEN, MMC, CITY CLERK
DATE: MARCH 26, 2019
SUBJECT: AGENDA CHANGES AND SUPPLEMENTAL PACKET

WORKSESSION

PERS Tier Comparison Chart

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RESOLUTIONS

Resolution 19-021(S), A Resolution of the City Council of Homer, Alaska, Awarding the Contract for Ambulance Billing Services to the Firm of Systems Designs West, LLC of Poulsbo, Washington in the Amount of \$25.00 per Transport (All Inclusive) and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk.

RFP and proposal receipt log as backup

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Alaska Division of Retirement and Benefits Public Employees' Retirement System (PERS) Plan Comparison Chart

Feature	Tier I 1/1/1961 – 6/30/1986	Tier II Entered after 6/30/1986	Tier III Entered after 6/30/1996	Tier IV Entered after 6/30/2006
Employee Contribution (% of pay)	Pre-tax employee contribution: 6.75% beginning 1/1/87—all others 7.5% beginning 1/1/87—police and fire 9.6% beginning 7/1/99—school district	Pre-tax employee contribution: 6.75% beginning 1/1/87—all others 7.5% beginning 1/1/87—police and fire 9.6% beginning 7/1/99—school district	Pre-tax employee contribution: 6.75% beginning 1/1/87—all others 7.5% beginning 1/1/87—police and fire 9.6% beginning 7/1/99—school district	Pre-tax employee contribution: 8%
Employer Contribution (% of payroll)	22% Cost Share PERS on-behalf payment paid by the State of Alaska is 5.65%	22% Cost Share PERS on-behalf payment paid by the State of Alaska is 5.65%	22% Cost Share PERS on-behalf payment paid by the State of Alaska is 5.65%	5% DCR Plan Account 0.99% Health Plan - adjusted by annual actuarial valuation; plus Health Reimbursement Arrangement (HRA) - Flat dollar amount per employee based on 3% of the average annual compensation of all employees of all employers in the system. Occupational Death & Disability: 1.33% - Police/Fire; .58% All others
Vesting	Employees vest with 5 years of service.	Employees vest with 5 years of service.	Employees vest with 5 years of service in the pension plan and with 10 years of service for the medical plan.	100% vested in employee contributions immediately. Vested in employer contributions based on the following schedule: 25% after 2 years of service, 50% after 3 years, 75% after 4 years and 100% after 5 years.
Qualifications for Retirement	After vesting, normal retirement age is 55, with early retirement at age 50; <ul style="list-style-type: none"> • police/fire members can retire at any age after 20 years of police/fire service; • all other members can retire at any age after 30 years of membership service. <p>Early retirement reduction will be 1/2% per month or 6% per year for every year less than the required normal retirement age.</p>	After vesting, normal retirement age is 60, with early retirement at age 55; <ul style="list-style-type: none"> • police/fire members can retire at any age after 20 years of police/fire service; • all other members can retire at any age after 30 years of membership service. <p>Early retirement reduction will be 1/2% per month or 6% per year for every year less than the required normal retirement age.</p>	After vesting, normal retirement age is 60, with early retirement at age 55; <ul style="list-style-type: none"> • police/fire members can retire at any age after 20 years of police/fire service; • all other members can retire at any age after 30 years of membership service. <p>Early retirement reduction will be 1/2% per month or 6% per year for every year less than the required normal retirement age.</p>	None for investment account. Taxes and penalties may apply if withdrawn before age 59-1/2. See requirements for Retirement Medical Coverage.
Benefit Calculation Formula	Benefit formula: 2% for first 10 years and all years of service prior to July 1, 1986 , 2.25% for the next 10 years, and 2.5% per year thereafter. Benefit calculation is determined on the average of the high three consecutive years' salary. Police/Fire - 2% X 10, 2.5% over 10.	Benefit formula: 2% for first 10 years, 2.25% for the next 10 years, and 2.5% per year thereafter. Benefit calculation is determined on the average of the high three consecutive years' salary. Police/Fire - 2% X 10, 2.5% over 10.	Benefit formulas did not change. However, the benefit calculation is determined on the average of the high five consecutive years' salary. The benefit calculation for police and fire members is the average of the high three consecutive years regardless of tier (effective 2002).	DCR Plan account balance plus investment earnings. May be received in several different payment options. Payout options include lump sum payments, rollovers to another qualified plan, or annuities. Annuities may be taken as a lifetime annuity, joint and survivor annuity, or for a period certain.

Feature	Tier I 1/1/1961 – 6/30/1986	Tier II Entered after 6/30/1986	Tier III Entered after 6/30/1996	Tier IV Entered after 6/30/2006
Alaska Cost-of-living Allowance (COLA)	An Alaska Cost-of-Living Allowance is payable to benefit recipients who remain domiciled in Alaska after retirement. The allowance is \$50 or 10% of the base benefit, whichever is greater.	An Alaska Cost-of-Living Allowance is payable to benefit recipients age 65 or older or disability benefit recipients regardless of age who remain domiciled in Alaska after retirement. The allowance is \$50 or 10% of the base benefit, whichever is greater.	An Alaska Cost-of-Living Allowance is payable to benefit recipients age 65 or older or disability benefit recipients regardless of age who remain domiciled in Alaska after retirement. The allowance is \$50 or 10% of the base benefit, whichever is greater.	None provided.
Post Retirement Pension Adjustments (PRPA) (Inflation Protection)	PRPA increases granted on an ad hoc basis. If an ad hoc is not granted, Tier I employees must be age 60 or over or receiving benefits for 5 years to qualify for the automatic PRPA. The automatic PRPA passed in 1986 applied to all members regardless of hire date.	Automatic PRPA adjustments to disabled members, retirees age 60 and over, and those who have received benefits for 5 years.	Automatic PRPA adjustments to disabled members, retirees age 60 and over, and those who have received benefits for 5 years.	None provided.
Retirement Medical Coverage	After vesting, medical coverage is provided to all benefit recipients and their eligible dependents. The retirement system pays the AlaskaCare retiree medical plan premium.	After vesting, medical coverage is provided to disability recipients, regardless of age, and benefit recipients age 60 and over or, <ul style="list-style-type: none"> • Peace officer/fire members with 25 years of police/fire service • all other members with 30 years of membership service This coverage includes eligible dependents. The retirement system pays the AlaskaCare retiree medical plan premium. Retirees and survivors under age 60 must pay the full premium cost if they want coverage.	Same as Tier II. However, employees must accrue a minimum of 10 years of credited service* , to have system-paid coverage at age 60 . Employees with less than 10 years must pay the full premiums as long as they wish to continue medical coverage. 100% vested with 10 years of credited service. *Credited service includes all service used in the calculation of a retirement benefit.	Access to medical coverage at Medicare eligible age with 10 years of service or at any age with 25 years of service for peace officers and firefighters or with 30 years of service for all others. Must retire directly from the system. If not eligible for Medicare, must pay full premium. May use health reimbursement arrangement (HRA) account to pay premiums. Once the HRA is exhausted, member self-pays premiums. When eligible for Medicare, the percentage of premium paid by the retiree or surviving spouse is: 10-14 years of service - 30% 15-19 years - 25% 20-24 years - 20% 25-29 years - 15% 30 years or more - 10%
Disability Benefits	Nonoccupational disability benefits are calculated as a normal retirement. Occupational disability provides 40% of the gross monthly compensation. Different occupational disability formula available before 7/1/76.	Nonoccupational disability benefits are calculated as a normal retirement. Occupational disability provides 40% of the gross monthly compensation.	Nonoccupational disability benefits are calculated as a normal retirement. Occupational disability provides 40% of the gross monthly compensation.	Must be a total and presumably permanent disability whose cause is directly related to performance of duties of the job or an on the job injury. Benefit is 40% of salary; earns service while on occupational disability. Employer continues to make all required contributions as if the member were working, plus the member's required contributions to the DCR account, without deduction from the member's disability payment. Disability benefits cease when the member becomes eligible for normal retirement at Medicare eligible age and 10 years of service or at any age with 25 years of service for peace officers and firefighters or with 30 years of service for all others. Medical insurance is available to members receiving disability when member is eligible for a normal retirement.

**CITY OF HOMER
HOMER, ALASKA**

City Clerk

RESOLUTION 19-021(S)

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, AWARDING THE CONTRACT FOR AMBULANCE BILLING SERVICES TO THE FIRM OF SYSTEMS DESIGNS WEST, LLC OF POULSBO, WASHINGTON, IN THE AMOUNT OF \$25.00 PER TRANSPORT (ALL INCLUSIVE) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, In accordance with the Procurement Policy, Request for Proposals were advertised in the Homer News January 24 and 31, 2019, the Alaska Dispatch News on January 27, 2019, posted on the City of Homer website; and

WHEREAS, Proposals were due on March 7, 2019 and two proposals were received; and

WHEREAS, An RFP Committee met on Monday, March 18, 2019 to review proposals and the firm of Systems Designs West, LLC of Poulsbo, Washington, was determined to be the most qualified to complete the work; and

WHEREAS, This award is not final until written notification is received by Systems Designs West, LLC from the City of Homer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, awarding the contract for the ambulance billing services to the firm of Systems Designs West, LLC of Poulsbo, Washington, in the amount of \$25.00 per transport (all inclusive) and authorizing the City Manager to execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this ___ day of _____. 2019.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: Account No. 100-0120-5210, Professional Services Estimated Costs \$10,000.

CITY OF HOMER

Proposal Receipt Log: _____

Due Date and Time: _____

City Clerk's Office

Proposal NO.	Bidder Name and Address	Date & Time Received
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Staff Comments: _____



Date Issued: January 24, 2019

Ambulance Billing and Collection Services

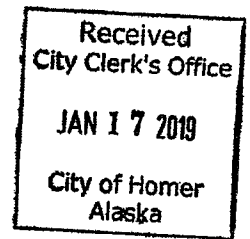
**Submittal Date and Time:
Thursday, March 7, 2019 at 4:00 p.m.**

**Pre-Proposal Conference Date and Time:
Thursday, February 21, 2019 at 2:30 p.m.**

Location:
City Hall Conference Room

Submit Responses To:

**City of Homer
City Clerk's Office
491 East Pioneer Ave
Homer, AK 99603**



REQUEST FOR PROPOSALS
by the City of Homer, Alaska, for
AMBULANCE BILLING AND COLLECTION SERVICES

The City of Homer is requesting proposals for Ambulance Billing and Collection Services. The successful proposer will be contracted to facilitate ambulance billing and collection service for the City as outlined in the proposal packet. Sealed proposals shall be received by the City Clerk **no later than 4:00 p.m. Thursday, March 7, 2019**. The time of receipt will be determined by the City Clerk's time stamp. Proposals received after the time fixed for the receipt of the proposals shall not be considered. All proposers must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive. Plan Holder Registration forms and Request for Proposal Specifications are available online at <http://www.cityofhomer-ak.gov/rfps>

A pre-proposal conference is planned on Thursday, February 21, 2019 at 2:30 p.m. The conference will be held at City of Homer, City Hall, Cowles Council Chambers, 491 East Pioneer Avenue, Homer, Alaska. You may also attend by calling our conference line at 907-235-8121 x2299.

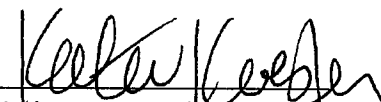
Proposals must be submitted by 4:00 p.m. Thursday, March 7, 2019, and must contain one (1) original and five (5) printed copies with supporting materials. Electronic and faxed proposals are not accepted. The proposal must be sent to:

City of Homer – City Clerk's Office
ATTN: Ambulance Billing Services RFP
491 East Pioneer Avenue
Homer, Alaska 99603
Telephone: 907-235-3130

An electronic copy of the Request for Proposals is available on the City's website <http://www.cityofhomer-ak.gov/rfps>. The City of Homer reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the proposals, and to award the contract to the lowest responsive proposer.

DATED this 17 day of January, 2019

CITY OF HOMER


Katie Koester, City Manager

Publish: Homer News January 24 and 31, 2019
Anchorage Daily News January 27, 2019

Fiscal Note: 100-0120-5227

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SECTION I – SCHEDULE

The schedule represents the City’s best estimate that will be followed:

- 1.01** Issue RFP on January 24, 2019
- 1.02** Contractors submit questions by 5:00 p.m. Alaska Prevailing Time, on February 14, 2019
- 1.03** Pre-proposal Conference held at 2:30 p.m. Alaska Prevailing Time, on February 21, 2019
- 1.04** Proposals due on March 7, 2019 at 4:00 p.m. Alaska Prevailing Time
- 1.05** Evaluation Committee completes evaluation by March 19, 2019
- 1.06** City issues Notice of Intent to Award the Contract by March 29, 2019
- 1.07** Finalize Contract Terms and Conditions by April 5, 2019
- 1.08** City Manager approves contract by April 11, 2019
- 1.09** Implementation begins by May 1, 2019
- 1.10** Implementation complete and contract begins on May 1, 2019.

A pre-proposal conference is planned on Thursday, February 21, 2019 at 2:30 p.m. Alaska Prevailing Time. The conference will be held at City of Homer City Hall, Conference Room, 491 East Pioneer Avenue.

All questions regarding the RFP should be directed by submitting a Pre-Proposal Conference Questionnaire (**Attachment A**) no later than 5:00 p.m., Alaska Prevailing Time, on Thursday, February 14, 2019. Questions received after this date and time will not be accepted. Send questions to:

City of Homer – City Clerk’s Office
ATTN: Ambulance Billing Services RFP
491 East Pioneer Avenue
Homer, AK 99603
Email: [mjacobson@ci.homer.ak.us](mailto:mjacobsen@ci.homer.ak.us)
Telephone: 907-235-3130

Responses to submitted questions will be provided at the Pre-Proposal Conference. Verbal requests for information will not be accepted. Questions or requests for clarification directed to any employee or elected official of the City other than the City Clerk may be grounds for disqualification from the process.

SECTION II – BACKGROUND INFORMATION

2.01 General Information

- 2.01.01 The City of Homer (City) was incorporated in 1964 and is located in Kenai Peninsula in the southern coast of Alaska. The City, as a First Class municipality, is a City Manager/City Council form of

government. Elected officials consist of six City Council members and the Mayor. Homer is part of the Kenai Peninsula Borough. The City serves an area of approximately 25 square miles (including tidelands), having a population of approximately 5,000, with a service area population of approximately 15,000.

2.01.02 The City provides a variety of local government services, including Public Safety (police, fire suppression and prevention, emergency dispatch and emergency medical services), Public Works (street construction and maintenance and other public improvements), Utility (Water & Sewer), Port & Harbor, Public Library, and general administrative services. The City of Homer operates with a total budget (fiscal year 2019) of \$21,479,315 and employs about 102 full time equivalent employees and 10-15 seasonal employees during busier months. The City receives revenue from many different sources. The principal sources of revenue for General Fund are property taxes and sales taxes. Utility and Port & Harbor are primarily supported by user fees.

2.02 Purpose of this Request for Proposal

2.02.01 The City of Homer (City) is seeking proposals from qualified contractors, hereinafter referred to as the “Contractor,” to provide Ambulance Billing and Collection Services in accordance with the terms, conditions, and specifications contained in this document.

2.02.02 Activity history of billed Advanced Life Support (ALS) and Basic Life Support (BLS) EMS calls for the years 2014 through 2018. The City charges \$950 per ALS run and \$750 for BLS run for residents. In addition, \$1,500 per ALS run and \$1,000 for BLS run for non-residents. \$15.00 per mile is also charged.

<u>Year</u>	<u>ALS runs</u>	<u>BLS runs</u>	<u>Total</u>
2014	144	238	382
2015	161	278	439
2016	182	255	437
2017	184	271	455
2018	165	205	370

SECTION III – SCOPE OF WORK

3.01 Scope

This section of the proposal should explain the Scope of Work as understood by the Contractor and detail the approach, activities, and work products. The Contractor shall provide all services necessary to bill for emergency medical services provided by

the City. The Contractor shall be able to prepare invoices according to the rates established by the City, guidelines and procedures established by the Contractor and the City, and all applicable laws and regulations including those for Medicare and Medicaid Services (CMS). All invoices shall be billed in compliance with the Fair Debt Collection Practices Act.

The proposal shall include:

- 3.01.01 List all services provided by the Contractor
- 3.01.02 List the availability and description of reports that can be generated
- 3.01.03 List any assistance the City may be requested to provide to the Contractor
- 3.01.04 Detailed project plan for the implementation.
- 3.01.05 Detailed information on how current accounts and pending invoices are addressed during the transition.

3.02 Transfer of Patient Data and Technology Requirements

The Contractor shall receive patient data from the City through an electronic format generated by (the City's ePCR software provider). The City will generate an electronic file for each Patient Care Report to be billed. The Contractor shall receive files via a secured internet connection approved by the City.

- 3.02.01 The Contractor will provide all software associated with the billing process.
- 3.02.02 Provide software that can be used for billing and interface with the City's electronic patient care reporting software. Provide a file description detailing the billing extract information needed from the City.
- 3.02.03 Provide a system that will ensure complete and uninterrupted flow of service via backup systems and a Data Recovery Project Plan/System should a disaster occur.
- 3.02.04 Provide an agreed upon Service Level Agreement (SLA) for the plan/system in 3.02.03.
- 3.02.05 Retain records according to an agreed record retention plan.
- 3.02.06 The Contractor should have the ability to utilize a secure FTP platform via VPN and/or FTP for billing extract file transfer. If the Contractor recommends an alternative method for file transfer, please provide a detailed description of the recommended process and confirm that the recommended transfer process is HIPAA compliant.
- 3.02.07 The Contractor should provide sufficient HIPAA compliance training to all employees dealing with applicable information. Yearly report to the City is required.

3.03 Modifications

It is the responsibility of the Contractor to modify its billing system, if necessary, to capture the necessary data generated from ePCR product designed by **ImageTrend**, Inc. The City will not under any circumstances modify its system nor will it authorize

the Contractor to contract directly with *ImageTrend*, Inc. to make any modifications to the City's system in order to satisfy the Contractor's requirements to provide the services outlined herein.

3.04 Required Services

The Contractor should provide the following services.

- 3.04.1 Receive electronic patient care reports from the City.
- 3.04.2 Verify, gather, and/or correct missing or incorrect patient and/or insurance information as required to complete the billing process, and use the City transport number on all reports.
- 3.04.3 Prepare and submit accurate and complete invoices.
- 3.04.4 Prepare and mail invoices to patients or other third party payer who is responsible for co-pays and/or deductibles.
- 3.04.5 Direct lock box procedures and functions through a City-specified bank. Accept credit card payments that are transferred to a City specified bank. Post payments to the appropriate accounts and provide payment posting and revenue reports to the City.
- 3.04.6 Document and process requests for refund of overpayments.
- 3.04.7 Perform pre-collection services on unpaid accounts.
- 3.04.8 Perform professional consultation at no additional cost, help with cost analysis, fee schedule, procedures that need to be adopted or changed by the City in order to be properly compliant with Medicare/ Medicaid, necessary forms needed for certain procedures as well as possible contracts for other needed information, i.e; Skilled Nursing Facilities, HIPAA regulations, and relations between the community and the City.
- 3.04.9 Perform diagnosis and procedure coding as may be required for such medical claims and to make necessary inquiries of various health care providers as may be required for such coding.
- 3.04.10 Prepare and send statements to customers for the amounts due to the City's ambulance services. The statements shall be aged and generate special messages for additional invoices as necessary.
- 3.04.11 Provide the Contractor's toll free telephone number and address on all correspondences to patients and insurance carriers.
- 3.04.12 Work with attorneys on personal injury and worker's compensation cases; recognize that such claims are normally dependent upon the settlement of the case for payment.
- 3.04.13 Provide City personnel with appropriate training concerning documentation, charges and requirements of applicable health care laws and regulations with no additional cost to the City.
- 3.04.14 On a bi-annual basis, the Contractor will perform onsite documentation training to the City staff to maximize revenue and maintain compliance with all applicable laws and regulations. This training will be done at no additional cost to the City.

3.05 Eligibility Requirements

Contractors must meet the following minimum requirements:

- 3.05.1 Respondents to this RFP shall be licensed to provide services in the State of Alaska (if applicable) and provide copy of such license(s)
- 3.05.2 Contractor's Billing system must be able to receive data files electronically from *ImageTrend* Inc. and maintain NEMESIS compliance (if applicable); and enable the City to pull report directly from the system as needed.
- 3.05.3 Contractor must provide current copies of insurance coverage, including workers compensation, general liability, professional liability and auto coverage (if applicable).
- 3.05.4 Contractor must provide a letter of intent to sign the ***Business Associate Agreement-HIPPA(Attachment D)***
- 3.05.5 Contractor must provide a listing of current Ambulance/EMS and medical billing customers with contact information (names and phone numbers)
- 3.05.6 Contractor must assign sufficient experienced qualified personnel to conduct the services in an efficient and professional manner
- 3.05.7 Contractor must have experience filing claims with governmental programs such as Medicare and Medicaid as well as health insurance programs (HMOs and PPOs)
- 3.05.8 Contractor must submit a proposed Scope of Service statement.
- 3.05.9 Contractor must submit a description of their billing software system.
- 3.05.10 Contractor must submit a system disaster recovery plan.

A Contractor's failure to meet these minimum requirements shall cause their proposal to be considered non-responsive and their proposal will be eliminated from further consideration.

3.06 Payment to the Contractor for Services Rendered

The City desires an all-inclusive rate for performing the billing and collection services. The Contractor shall invoice the City for services rendered based on a percentage of monies collected, a flat rate in which it covers all costs including but not limited to telephone and postage expenses, office supplies, and any other overhead expenses or administrative support.

The Fee for Services should be submitted using **Attachment C**.

SECTION IV – PROPOSAL TERMS AND CONDITIONS

4.01 Terms of Contract

The initial contract term shall be for an initial five (5) year term. Fees quoted shall remain fixed for the initial five (5) year term

4.02 Liabilities and Insurance

- 4.02.1 The Contractor shall hold the City free and harmless for all claims, liability and losses caused by the actions or failures to act on the part of the billing service, and the Contractor shall fully indemnify the City for all such claims, liability and losses should they occur. The City shall be named as an additional insured on a certificate of insurance issued and maintained during the term of the contract between the City and the ambulance billing provider. Contractor shall maintain Commercial General Liability Insurance with per occurrence limits of at least \$2,000,000 and general aggregate limits of at least \$3,000,000.
- 4.02.2 Contractor shall also maintain, if applicable to Contractor's operations or performance of this contract, Professional Liability (errors and omissions) Insurance with liability limits of at least \$2,000,000 per occurrence. Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by the City. If the coverage described above are not in place at the time a proposal is submitted the Contractor should describe in detail what types and levels of coverage are in place currently, and clearly indicate the Contractor's ability and willingness to obtain the above listed coverage required by the City. The City reserves the right to require additional coverage from the presented, at the Contractor's expense.
- 4.02.3 The Contractor shall maintain all employment related insurance, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees or volunteers involved in performing services pursuant to this contract. Contractor shall also maintain "all risk" property insurance at replacement cost applicable to Contractor's property or its equipment.
- 4.02.4 The Contractor's insurance carriers and policy provisions must be acceptable to the City and remain in effect for the duration of the contract. The City shall be named as an additional insured on the Commercial General Liability Insurance policy if possible. Contractor will cause any of its subcontractors, who provide materials or perform services relative to this contract, to also maintain the insurance coverage and provisions listed above.
- 4.02.5 The Contractor shall submit certificates of insurance as evidence of the above required coverage to the City prior to the commencement of this contract. Such certificates shall provide the City with thirty (30) calendar-days' written notice prior to the cancellation or material change of the applicable coverage.
- 4.02.6 **Workers' Compensation Insurance:** The Contractor shall have Workers' Compensation Insurance in accordance with the state law. The Contractor shall furnish the City with evidence of this coverage before the execution of the contract.

4.03 Local Bidder Preference: Homer City Code 3.16.080 a.

- i. It is the policy of the City of Homer to give preference to City of Homer residents, workers, businesses, contractors, producers and dealers to the extent consistent with law.
- ii. A contract or purchase shall be awarded to a local bidder where the bid by such local bidder is, in all material respects, comparable to the lowest responsible nonlocal bid if the amount bid by such local bidder does not exceed the lowest nonlocal bid by more than the following percentages, unless such an award is contrary to State or Federal law or regulation or unless the Council, at its discretion, determines prior to giving notice soliciting bids that the provisions of this section shall not apply to the contract or purchases:

Portion of the total cost	\$0<Cost<=\$500,000	\$500,000<Cost<=\$1,000,000	Cost >\$1,000,000
Local Bidders	<= 5% higher than nonlocal	<= 2.5% higher than nonlocal	100%
Nonlocal Bidders	100%	100%	100%

- iii. “Local bidder,” for purposes of this section, means a person or firm who:
 - Holds a current Alaska business license to provide such goods or services, and such other Alaska regulatory licenses as are required to provide such goods or services; and
 - Submits a bid for goods or services under the name appearing on the person’s or firm’s current Alaska business license; and
 - Has maintained and staffed a place of business within the boundaries of the City of Homer for a period of at least six months immediately preceding the date of the bid and intends to permanently maintain such place of business in the future; and
 - Is registered in the Kenai Peninsula Borough to collect sales tax and locally provides the products and services sought; and
 - Is not delinquent in the payment of any taxes, charges, or assessments owing to the City of Homer on account of that business.
- iv. The City Manager may require such documentation or verification by the person or firm claiming to be a local bidder as is deemed necessary to establish the requirements of this section.
- v. Local bidder’s preference does not apply to sale or other disposal of personal property in Chapter 18.30 HCC. [Ord. 01-13(S) (A), 2001].

4.04 Termination

Either party may terminate the Contract for any reason prior to the expiration date by delivering written notice thereof to the other party at least 90 days in advance.

4.05 Remedies

The laws of the State of Alaska shall apply in all disputes arising out of this RFP, without application of any principals of choice law.

4.06 Compliance

The Contractor hereby agrees to abide with all applicable federal and state laws and regulations. Contractor shall conduct an annual compliance audit of Medicare claims by a reputable independent auditor. Audit results shall be provided to the City no later than ten (10) business days from the date of audit. The Contractor shall appropriately respond to any findings contained in the audit.

4.07 Right to Reject

The City may accept or reject any and all proposals or waive irregularities, and reserves the right not to award the contract when it is in the best interest of the City.

4.08 Requests for Proposal Format

In order for the City to evaluate proposals efficiently, fairly and completely, Contractors must follow the format set out herein and provide all of the information requested.

4.09 Award of the Contract

Upon completion of the evaluation process, the City may award the contract to the Contractor whose proposal is determined to be the most advantageous to the City irrespective of cost or other individual portion of any submitted proposal.

4.10 Record Keeping and Audit Rights

The Contractor shall be responsible to maintain accurate accounting records for all services provided herein, and shall retain all such records for a period of time as required by law or three (3) years following the termination of the contract, whichever is longer. Upon reasonable notice and during normal business hours, the City, or any of its duly authorized representatives, shall have access to any records or other documents pertaining to the contract. The City's audit rights shall extend throughout the term of the contract and for a period of at least three (3) years thereafter.

4.11 Management Reports

Upon request the Contractor will furnish pertinent reports to the City in a timely manner, throughout the duration of any contract resulting from this RFP.

4.12 Ownership of Work

The City shall have full ownership of all the work or product produced under this contract without any fees to the contractor.

4.13 Further Agreements

In addition to a proposal, the City may require the contractor to execute additional documents or agreements for the purpose of clarifying the intention of the parties with respect to providing the services hereunder.

4.14 Relationship of the Parties

In assuming and performing the obligations of any contract, the City and the Contractor shall each be acting as independent parties and neither shall be considered an employee of the other. Additionally, neither shall represent itself as a joint venture or partners other than as authorized by a written agreement or contract.

4.15 Equal Opportunity

No Contractor of services under this RFP shall discriminate against any employee, applicant for employment, or recipient of services on the basis of veteran status, race, religion, color, sex, sexual orientation, age, disability, or national origin.

4.16 Taxes: Vendor Responsibility

Contractor shall be responsible for and pay all taxes which may be levied or incurred against the Contractor in connection with the performance of any services under a contract, including taxes levied or incurred against Contractor's income, property, sales, or other taxes.

4.17 City's Responsibilities:

- 4.17.1 The City will generate all billable and non-billable claims on electronic software. The claims will go through an "in-house" Quality Management review to make sure all pertinent information is contained in the reports before they are released to the billing agency. In addition, the EMS staff will make a reasonable effort to gather any additional information, such as the responsible insurance company information, general demographics of the patient and any other information which may assist in the billing process.
- 4.17.2 The City will pay the contractor within thirty (30) days of receiving its monthly invoice for EMS billing services for the prior month at the agreed upon rates listed in the contract.
- 4.17.3 The City will provide at least one primary contact from EMS for the purpose of day to day billing operations to be able to answer questions and obtain requested information that may be required from the contractor and another contact from Finance Department for administrative and accounting related requests. The City normal business hours will be Monday-Friday 8 am-5 pm, excluding holidays.

4.17.4 The City shall maintain a Lockbox to facilitate receipt and deposit of all payments on customers' accounts. The contractor shall have inquiry access to the account and will receive copies of all payment documents necessary to post collections to customers' accounts. The City will pay all cost associated with the Lockbox Account.

4.18 Contractor's Responsibilities:

4.18.1 Facilitate billing from reports generated by emergency services personnel, which includes electronic run reports, ancillary documents, and hospital face sheet from the receiving hospitals.

4.18.2 Receive, process, and store all documents on a secure server.

4.18.3 Demonstrate a minimum track record of five (5) years of billing insurance companies, including Medicare, Medicaid, third Party Insurances, and any other payers.

4.18.4 Transmit/receive Medicare claims via the required national format, or any future standard Medicare or Medicaid may require.

4.18.5 Filing electronic claims with all Commercial Insurance Carriers that accept electronic claims.

4.18.6 Interact with the receiving medical facility to obtain additional data to complete the billing process.

4.18.7 Promptly address issues that may arise in connection with this agreement and/or day to day billing questions from City staff.

SECTION V – PROPOSAL CONTENT AND FORMAT

In order for the City to evaluate proposals efficiently, fairly and completely, Contractors must follow the format set out herein and provide all of the information requested.

Proposals must include the complete name, addresses (physical and mailing), telephone number, and contact persons' names of the entity.

Contractors are required to submit their proposals in accordance with the maximum number of pages and content requirements indicated in the following table. Proposals shall not be written in a font size smaller than 12 point in any portion of the document.

Each section of the proposal shall be identified and assembled in the order listed in the Proposal Content Requirements below. Failure to provide a proposal in conformance with these requirements may cause a proposal to be declared non-responsive and eliminated from further consideration.

Maximum Number of Pages	Proposal Content Requirements
1	Item 1: Proposal Transmittal Form-with original signatures (Attachment B)
1	Item 2: Fee Schedule (Attachment C)
15	Item 3: Eligibility Requirements (include attachments)
1	Letter of Intent to sign <i>Business Associate Agreement -HIPPA</i> (Attachment D)
5	Current copies of insurance and bonding certifications
2	Item 4: Responsibilities
25	MAXIMUM TOTAL PAGES FOR RFP SUBMITTAL

Proposal Transmittal Form

The Contractors must include a fully completed and signed Proposal Transmittal Form as the cover sheet to the RFP (**Attachment B**). Failure to include this form fully completed and including an original signature shall cause the proposal to be declared non-responsive and eliminated from further consideration.

Minimum Requirements

Contractors must indicate how they meet each of the minimum requirements, if any, listed in Section III (**3.05**) of this RFP.

SECTION VI – EVALUATION CRITERIA AND AWARD

Initial Evaluation

All proposals will be initially reviewed by the City Manager designated evaluation/selection committee to determine if they are administratively responsive to the RFP. Those proposals that are administratively responsive will be further evaluated by the committee. The committee will determine if the proposal meets all of the minimum requirements. This is a pass/fail evaluation. The proposals that pass the minimum requirements evaluation will be assessed based on the evaluation criteria described below.

Evaluation Criteria

Proposal Complies with the RFP Requirements. YES_____ NO_____

If No, indicate the manner in which the proposal is non-conforming. Non-conforming proposals will not be considered:_____

Responsive proposals will be evaluated under the criteria set forth below. For each criterion, the proposal will receive a number of points within the available range for that criterion.

1. Cost	25 Points
2. Minimum Requirements	15 Points
3. Responsibilities	35 Points
4. References	<u>25 Points</u>
Total Points Possible	100 Points

Each evaluation/selection committee member shall determine which of the following descriptions applies to each of the foregoing proposal evaluation criteria:

EXCELLENT (1.0): *Of the highest or finest quality; exceptional; superior; superb; exquisite.*

Contractor provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished with an exceptional degree of understanding, skill and competency, both qualitatively and quantitatively. Demonstrated the Contractor's ability to perform and deliver beyond the expected level.

VERY GOOD (0.8): *To a high degree; better than or above competent.*

Contractor provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill and competency, both qualitatively and quantitatively. Demonstrated the Contractor's ability to perform and deliver at higher than the expected level.

GOOD (0.6): *Having positive or desirable qualities; competent; skilled; above average.*

Contractor provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a reasonable degree of understanding, skill and competency, both qualitatively and quantitatively. Demonstrated the Contractor's ability to perform and deliver at the reasonably expected level.

FAIR (0.4): *Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.*

Contractor provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited adequate and average degree of understanding, skill and competency, both qualitatively and quantitatively. Demonstrated the Contractor's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): *Inadequate; lacking; inferior quality; of little or less merit; substandard; marginal.*

Contractor provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. Demonstrated the Contractor's ability to perform and deliver at a substandard or inferior level.

After the evaluation/selection committee member has determined the description applicable to the Proposal evaluation criteria, the number of points available for each criterion shall be multiplied by the factor associated with the applicable description (e.g. member classifies the Cost criterion as Very Good, 25 available points multiply the applicable description multiplier 0.8 = 20).

In the event of multiple agencies with high scores the City may form a Competitive Range and establish a short list of Contractors. Those Contractors will have the opportunity to elaborate on their proposal and answer specific questions regarding their proposal. The interview process will be scored separately and utilize the same criteria as outlined above.

Award

Award shall be made to the responsive Contractor whose proposal conforms to the solicitation and is determined in writing to be the most advantageous to the City taking into consideration of all evaluation factors set forth in the Request for Proposals.

SECTION VII – ATTACHMENTS

- A - PRE-PROSAL CONFERENCE QUESTIONNAIRE
- B - PROPOSAL TRANSMITTAL FORM
- C - FEE SCHEDULE
- D - BUSINESS ASSOCIATE AGREEMENT-HIPPA

ATTACHMENT A

PRE-PROPOSAL CONFERENCE QUESTIONNAIRE

This page must be returned via fax (907-235-3130) or email (mjacobsen@ci.homer.ak.us) by **5:00 p.m. on Thursday, February 14, 2019.**

The pre-proposal conference will be held in the City Hall Conference Room, in Homer, Alaska. It will begin at 2:30 pm on **Thursday, February 21, 2019** and continue until all questions have been addressed. If your entity cannot be there in person you may call (907) 235-8121 xt 2297 to participate.

Entity: _____

_____ Yes, a representative will be attending the pre-proposal conference. Our questions regarding the RFP are listed below (or attached).

_____ No, a representative will not be attending the pre-proposal conference; our questions regarding the RFP are listed below.

Please list any questions you would like addressed below:

ATTACHMENT B

PROPOSAL TRANSMITTAL FORM

This form is to be completed in full, signed and submitted as the Cover Sheet of the Proposal.

I certify that I am a duly authorized representative of the Entity listed below and that information and materials enclosed with this proposal accurately represent the capabilities of the office listed below for providing the services indicated and comply with all provisions in this RFP. In addition, I certify that I am a company officer empowered to bind the company to the requirements of this RFP and to our proposal. The City is hereby authorized to request anyone identified in this proposal to furnish any pertinent information deemed necessary to verify information provided or regarding reputation and capabilities of the Entity.

Amendments

The Contractor represents to the City that it has relied upon no oral representations from the City in the preparation of this proposal. If any amendments are issued to this RFP, Contractor must acknowledge the receipt of such amendments in the space provided on the line below or by signing the amendment and submitting it before the submittal deadline, unless the amendment states otherwise. Proposals that fail to acknowledge receipt of amendments may be considered non-responsive and be eliminated from further consideration.

The Contractor acknowledges receipt of the following Amendments: _____

Original Signature

This Transmittal Form must include an original signature. A proposal shall be considered non-responsive and eliminated from further consideration if an original signature is not included.

_____ Signature of Representative	Office Address for which this submittal is made:
Date: _____	Street: _____
Name: _____	PO Box: _____
Title: _____	City State Zip: _____
City: _____	Phone: _____
Email address: _____	Fax: _____
Alaska Business License No.: _____	City Business License No: _____

ATTACHMENT C

FEE SCHEDULE

AMBULANCE BILLING AND COLLECTION SERVICES

Price Proposal Sheet

RFP responses must be completed as described in the RFP, indicate an understanding of the scope of services to be provided, and include sufficient documentation to verify contactor history and competency in providing like services as well as the intent to continue doing the same in the foreseeable future.

Compensation proposal to be a flat rate (%) of collections deposited into the lockbox:

_____ Percent fee

Date _____

Signed _____

Title _____

Name of City _____

City Address _____

City, State, Zip _____

Phone Number _____

Fax Number _____

Web Site _____

Attachment D

Business Associate Agreement-HIPPA Between The City of Homer Fire Department and

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

I. General Provisions

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

II. Obligations of Business Associate

_____ agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to the City of Homer Fire Department any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to The City of Homer Fire Department without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR §164.502(e)(1)(ii) and 45 CFR §164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of

_____ agree to the same restrictions, conditions, and requirements that apply to _____ with respect to such information;

5. Make PHI in a designated record set available to The City of Homer Fire Department and to an individual who has a right of access in a manner that satisfies The City of Homer Fire Department's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by The City of Homer Fire Department, or take other measures necessary to satisfy The City of Homer Fire Department's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to The City of Homer Fire Department or an individual who has a right to an accounting within 60 days and as necessary to satisfy The City of Homer Fire Department's obligations under 45 CFR §164.528;
8. To the extent that _____ is to carry out any of The City of Homer Fire Department's obligations under the HIPAA Privacy Rule, _____ shall comply with the requirements of the Privacy Rule that apply to The City of Homer Fire Department when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by _____ on behalf of The City of Homer Fire Department, available to the Secretary of the Department of Health and Human Services for purposes of determining _____ and The City of Homer Fire Department's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if The City of Homer Fire Department notifies _____ of any restriction on the use or disclosure of PHI that The City of Homer Fire Department has agreed to or is required to abide by under 45 CFR §164.522; and

If The City of Homer Fire Department is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), _____ agrees to assist The City of Homer Fire Department in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 CFR §681.2); (b) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of The City of Homer Fire Department agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (c) alerting The City of Homer Fire Department of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to The City of Homer Fire Department of any threat of identity theft as a result of the incident.

III. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by _____ on behalf of The City of Homer Fire Department include:

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

D. Termination

1. The City of Homer may terminate this Agreement if The City of Homer determines that _____ has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party’s obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, _____ shall return to The City of Homer Fire Department or destroy all PHI received from The City of Homer Fire Department, or created, maintained, or received by _____ on behalf of The City of Homer Fire Department that _____ still maintains in any form. _____ shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this ____ day of _____, 2019

The City of Homer

Signature: _____

Signature: _____

Title: City Manager

Title: _____

Date: _____

Date: _____