

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: EL PASO FIRE DEPARTMENT

AGENDA DATE: May 26, 2020

CONTACT PERSON/PHONE: Mario D'Agostino, Chief of El Paso Fire Department, 915-212-5605
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, 915-212-1181

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 2 Set the Standard for a Safe and Secure City

STRATEGIC GOAL LINKAGE:

The linkage to Strategic Plan is subsection 2.3 – Increase Public Safety Operational Efficiency, this contract is to support the Transport Medical Billing, Collections & ePCR Service.

SUBJECT:

That the City Manager be authorized to sign a Second Amendment of Contract 2016-385R Transport Medical Billing, Collections & ePCR Service by and between the CITY OF EL PASO and ADVANCED DATA PROCESSING, INC., a Delaware Corporation ("ADPI"), to delete from the scope of work the collection services related to ambulance billing for the 180 Days Past Due to 24 Months Past Due and Over 36 Months Past Due and the requirement for ADPI to engage a third party to provide collection services, in consideration of this Second Amendment, the City accepts the transfer of ownership of 106 FZ G1 Toughpads valued at \$47,000.00; and

That ADPI agrees to reimburse the City, via credit to the monthly Contract invoice, for the cost of the Verizon Priority First Service used by the devices in providing medical transport services, in the amount \$37.99 per line not to exceed four thousand twenty seven dollars (\$4,027.00) per month.

BACKGROUND / DISCUSSION:

Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation/R1, handles the City of El Paso's Transport Medical Billing, Collections & ePCR Service and has awarded this contract on June 14, 2016.

SELECTION SUMMARY:

N/A

PROTEST

☒ No protest received for this requirement.

☐ Protest received.

PRIOR COUNCIL ACTION:

Motion approved to award contract 2016-385R Transport Medical Billing, Collections & ePCR Service on June 14, 2016 for initial five (5) years term and an option to extend for up to three (3) additional terms of one (1) year, for a total eight (8) years.

AMOUNT AND SOURCE OF FUNDING:

Amount: N/A

Funding Source: 322-22070-1000-P2212-522010

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

A handwritten signature in blue ink, appearing to be "J. M. L.", is written over a horizontal line.

**COUNCIL PROJECT FORM
(CHANGE ORDER)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT** agenda (under **PURCHASING REQUESTS, ETC.**) for the Council Meeting of **May 26, 2020**.

STRATEGIC GOAL: No 2: Set the Standard for a Safe and Secure City

The linkage to Strategic Plan is subsection 2.3 – Increase Public Safety Operational Efficiency this contract is to process the Transport Medical Billing, Collections & ePCR Service.

Award summary:

That the City Manager be authorized to sign a Second Amendment of Contract 2016-385R Transport Medical Billing, Collections & ePCR Service by and between the CITY OF EL PASO and ADVANCED DATA PROCESSING, INC., a Delaware Corporation (“ADPI”), to delete from the scope of work the collection services related to ambulance billing for the 180 Days Past Due to 24 Months Past Due and Over 36 Months Past Due and the requirement for ADPI to engage a third party to provide collection services, in consideration of this Second Amendment, the City accepts the transfer of ownership of 106 FZ G1 Toughpads valued at \$47,000.00; and

That ADPI agrees to reimburse the City, via credit to the monthly Contract invoice, for the cost of the Verizon Priority First Service used by the devices in providing medical transport services, in the amount \$37.99 per line not to exceed four thousand twenty seven dollars (\$4,027.00) per month.

This is a Request for Proposal, requirements contract

*******ADDITIONAL INFO BELOW*******

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Second Amendment of Contract 2016-385R Transport Medical Billing, Collections & ePCR Service by and between the CITY OF EL PASO and ADVANCED DATA PROCESSING, INC., a Delaware Corporation ("ADPI"), to delete from the scope of work the collection services related to ambulance billing for the 180 Days Past Due to 24 Months Past Due and Over 36 Months Past Due and the requirement for ADPI to engage a third party to provide collection services, in consideration of this Second Amendment, the City accepts the transfer of ownership of 106 FZ G1 Toughpads valued at \$47,000.00; and

That ADPI agrees to reimburse the City, via credit to the monthly Contract invoice, for the cost of the Verizon Priority First Service used by the devices in providing medical transport services, in the amount \$37.99 per line not to exceed four thousand twenty seven dollars (\$4,027.00) per month.

ADOPTED THIS _____ **DAY OF** _____ **2020.**

CITY OF EL PASO:

Dee Margo, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Sol M. Cortez

Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Bruce D. Collins

Bruce D. Collins, Director
Purchasing & Strategic Sourcing

Mario M. D. Agostino

Mario M. D. Agostino, Fire Chief
Fire Department

**Modification No. 2 to the 2016-385R Transport Medical Billing,
Collections & ePCR Service RFP Agreement**

This Modification No. 2 (the "Modification") is made and entered into this ___ day of April _____, 2020 (the "Effective Date") by and between the City of El Paso, a Texas municipality, with principal offices located at 300 N. Campbell, El Paso, TX 79901 ("Client") and Advanced Data Processing, Inc., a Delaware corporation with principal offices located at 401 N. Michigan Avenue, Suite 2700, Chicago, Illinois 60611 ("ADPI"). Client and ADPI shall herein be individually referred to as the "Party" and collectively as the "Parties".

WHEREAS, Client and ADPI are parties to the 2016-385R Transport Medical Billing, Collections & ePCR Service RFP agreement, as amended, dated, September 19, 2016;

WHEREAS, pursuant to the 2016-385R Transport Medical Billing, Collections & ePCR Service agreement, the Parties entered into a Best and Final Offer, as amended, dated June 1, 2016 (the "BAFO");

WHEREAS, the 2016-385R Transport Medical Billing, Collections & ePCR Service agreement and the BAFO are collectively defined as the "Agreement";

WHEREAS, the Parties modified the Agreement on February 1, 2017 for ADPI to provide accessories for the Toughpad equipment identified in Attachment "C" hereto used in providing the services; and

WHEREAS, the Parties desire to further modify the Agreement as set forth herein, to revise the scope of work provided by ADPI to the Client.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. **Scope of Work.** ADPI is providing the services pursuant to 2016-385R Transport Medical Billing, Collections & ePCR Services agreement and the El Paso Fire Department Ambulance Billing and Collection Policy ("Policy") which is incorporated and referenced to this modification as Attachment "A". In accordance with the Agreement and the Policy, ADPI currently provides collection services for the following categories of ambulance billing: (1) Initial Invoice to 30 days from Initial Invoice, (2) 31 Days Past Due to 180 Days Past Due; (3) 180 Days Past Due to 24 Months Past Due; and (4) Over 36 Months Past Due.

The Parties agree to modify the Agreement to delete the services related to ambulance billing for the 180 Days Past Due to 24 Months Past Due and Over 36 Months Past Due. Accordingly, any and all obligations set forth in the Agreement requiring ADPI to engage a third party to provide collection services is hereby be deleted from the Agreement.

2. **Consideration.** As consideration for the modification to the scope of work, ADPI agrees to grant Client ownership of 106 FZ G1 Toughpads identified by the serial numbers set forth in Attachment "B" hereto. Client agrees that the grant solely includes the Toughpads and shall not include any air cards, Computrace or other software or licenses (including Windows 10),

maintenance, or support services. Immediately upon transfer of ownership, Client shall reset the Toughpads to their factory defaults to ensure that ADPI's Windows 10 licenses are removed from the Toughpads. Client is solely responsible for removing and securing Protected Health Information from these devices. The current book value of one hundred and six (106) FZ G1 Toughpads is forty seven thousand dollars (\$47,000.00). Client agrees that the consideration is sufficient to compensate the City for the modification of the scope of work.

3. Client acknowledges and agrees that Client shall be solely responsible for the security of any and all Client data stored on the Toughpads.

4. As outlined in the original RFP requirements, ADPI is providing standard data services using Verizon with 2 gigabytes per line of shared data for the one hundred and six (106) devices set forth in Attachment "C". The Verizon Priority First Service is required, however, it is not offered by Verizon to ADPI as a third-party vendor at this time. Accordingly, Client will direct contract with Verizon to upgrade to the Priority First Service. This change in data plan comes at a substantially higher fee as outlined below:

- Verizon standard data service is thirty dollars (\$30.00) per device monthly.
- Verizon Priority First Service is thirty seven dollars and ninety nine cents (\$37.99) per device monthly.
- ADPI agrees to reimburse the Client via credit to the monthly invoice for the cost of the Verizon Priority First Service in the amount (\$37.99 per line x 106 lines) not to exceed four thousand twenty seven dollars (\$4,027.00) per month.

5. Capitalized terms not otherwise defined in this Modification shall have the meanings ascribed to such terms in the Agreement. All terms and conditions of the Agreement are hereby ratified and shall remain in full force and effect except to the extent this Modification expressly modifies or is inconsistent with the terms and conditions of the Agreement, in which case the terms of this Modification shall be controlling.

IN WITNESS OF, the Parties have executed this Modification to the above-referenced Agreement effective as of the Effective Date.

The City of El Paso

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

Sol M. Cortez
Senior Assistant City Attorney

Approved as to Content:

[Signature]
Fire Chief, Fire Department

Advanced Data Processing, Inc.

By: [Signature]

Name: Vijay Kotte

Title: EVP, Physician Services

Date: April 24, 2020

ATTACHMENT A
El Paso Fire Department Ambulance Billing and Collection Policy

El Paso Fire Department Ambulance Billing and Collection Policy

- 1.1. The purpose of this policy and procedure is to outline the necessary steps to ensure collection of Ambulance transports accounts receivable in a timely, fair and cost effective manner for the City.
- 1.2. A key assumption is that the longer an account goes unpaid, the more difficult it becomes to collect. The maximum recoverable age for ambulance transport is three (3) years.
- 1.3. The overall billing and collection policy governs the policy and procedure that staff of the El Paso Fire Department and any contractor will follow. The El Paso Fire Department has contracted with an outside agency to assist in Default Management as defined by the City.

For the purpose of this policy all reference from this point forward to “City” shall refer to the City of El Paso Fire / EMS Department, “RCM Agency” shall refer to the current vendor, “3rd Party Collections Agency” shall refer to the current vendor.

- 1.4. General Procedures: Once a balance is deemed patient responsibility.

- 1.4.1 The City provides the patient thirty (30) days in which to pay an initial invoice.

- 1.4.2 After bills have been issued to the patient, the timing of the outstanding bill should be tracked so that the receivable can be aged.

- 1.4.3 RCM Agency shall match the indigent/charity reduction that the destination hospital has determined to be appropriate. The Patient must provide the formal hospital approval letter to RCM Agency for verification of the reduction percentage.

- 1.4.4 RCM Agency shall match the approved charity care discount under the El Paso Fire Department’s Fire Medical Services Financial Assistance Program Policy. The Patient must provide the FMS Transport Financial Assistance Application to RCM Agency for verification of the reduction percentage.

- 1.4.5 RCM Agency shall maintain an aging schedule.

- 1.5 31 Days Past Due to 180 Days Past Due

- 1.5.1 Statements shall be used as follow-up correspondence and will be sent to the patient if payment is not received by RCM Agency on the due date listed on the invoice or statement.

- 1.5.2 Phone calls can be made in attempt to collect; however, City staff and the RCM Agency shall adhere to the Fair Debt Collections Practices Act and document any contact with the Patient/Customer regarding past due invoices.

- 1.5.3 If a Patient agrees to pay the debt then the Patient must make good faith consistent monthly payments. If the Patient fails to adhere to consistent payments the account will continue through normal collection processes.

- 1.5.4 Under no circumstances, will City staff or RCM Agency engage in outside collection efforts by way of personal visits to the patient’s location or residence.

- 1.5.5 If payment is not received as a result of collection letters and phone calls, the account can be assigned by the City of El Paso to a 3rd Party Collection Agency.

02/07/20

1.6 180 Days Past Due to 24 Months Past Due

1.6.1 Once an account is more than 180 days past due, the account may be turned over to a 3rd Party Collection Agency for delinquent account collections.

1.6.2 In general, unless there has been evidence of good faith consistent monthly payments, accounts at least 180 days from the date the account has been identified as self pay and no more than two years of date of service the account will be referred to a 3rd Party Collection Agency.

1.6.3 Procurement requirements to establish the contract with a service provider must be followed.

1.6.4 The 3rd Party Collection Agency will follow state and federal laws in their efforts to collect a debt.

1.6.5 The 3rd Party Collection Agency will charge the City a fee based the provisions retained within the City of El Paso and RCM Agency agreement.

1.6.6 Qualified Accounts owed to the City will be reported by the RCM Agency to the 3rd Party Collection Agency.

1.6.7 All Accounts turned over to the 3rd Party Collection Agency must have valid and accurate supporting documentation as provided by the RCM Agency.

1.6.8 The 3rd Party Collection Agency will make a series of five (5) contact attempts to the patient through a combination of mail and telephone contacts in an attempt to collect on past due accounts. The collection letters will inform the debtor (patient) that the invoice is past due and of possible consequences.

1.6.9 All payments from patients for past due accounts are submitted directly to the 3rd Party Collection Agency and are remitted to the RCM Agency. RCM Agency will update the Patients' account and will reflect the payment arrangements or any final payments received.

1.6.10 RCM Agency shall notify the 3rd Party Collection Agency when payments are received and to suspend collection efforts for the paid account.

1.7 For any Accounts that remain uncollected after 36 months of placement with a 3rd Party Collections Agency, and after all efforts have been exhausted per the City of El Paso Accounts Receivable Manual and the El Paso Fire Department Billing and Collection Policy. These accounts will be considered "inactive accounts" and the RCM agency and 3rd Party Collection Agency will be notified and the accounts will be closed.

Age of Self Pay Accounts	Action
31 Days – 180 Days after determining account is Self Pay	RCM Agency unless otherwise noted will: Mail Patient Statement Make phone contact as appropriate Attempt to receive a promise to pay; documents any agreements made. May consider contracting with a 3 rd Party Collection Agency
180 Days to 2 Years	El Paso Fire Department will approve the referral of an account to the 3 rd Party Collection Agency. RCM Agency reports patient payments to 3 rd Party Collection Agency. Upon referral to Collection Agency accounts will

	<p>have the additional 21% late fee set forth in City Ordinance assessed to each account.</p> <p>3rd Party Collections Agency will report uncollected accounts to a Credit Reporting Bureau and conclude collection efforts and return it to RCM Agency.</p>
Over 36 months from Referral to Collections Agency Date	<p>The 3rd Party Collection Agency will confirm a status of "Completed Services" on uncollected accounts and return them to the City.</p> <p>Report negative data to the Credit Bureau about the patient account.</p> <p>Monitor accounts for potential indebtedness to the City.</p>

ATTACHMENT B

Serial Numbers of Toughpads Transferred from ADPI to Client

6HTSA75533	6HTSA75672	6HTSA75813
6HTSA75538	6HTSA75674	6HTSA75814
6HTSA75544	6HTSA75682	6HTSA75815
6HTSA75547	6HTSA75688	6HTSA75819
6HTSA75551	6HTSA75692	6HTSA75821
6HTSA75554	6HTSA75693	6HTSA75823
6HTSA75558	6HTSA75700	6HTSA75824
6HTSA75563	6HTSA75704	6HTSA75830
6HTSA75567	6HTSA75708	6HTSA75841
6HTSA75570	6HTSA75712	6HTSA75844
6HTSA75571	6HTSA75714	6HTSA75849
6HTSA75573	6HTSA75716	6HTSA75852
6HTSA75574	6HTSA75719	6HTSA75855
6HTSA75575	6HTSA75722	6HTSA75862
6HTSA75596	6HTSA75728	6HTSA75864
6HTSA75598	6HTSA75733	6HTSA75866
6HTSA75606	6HTSA75734	6HTSA75870
6HTSA75611	6HTSA75735	6HTSA75873
6HTSA75613	6HTSA75740	6HTSA75874
6HTSA75616	6HTSA75745	6HTSA75875
6HTSA75617	6HTSA75747	6HTSA75876
6HTSA75619	6HTSA75748	6HTSA75878
6HTSA75620	6HTSA75750	6HTSA75879
6HTSA75621	6HTSA75751	6HTSA75883
6HTSA75625	6HTSA75753	
6HTSA75626	6HTSA75759	
6HTSA75628	6HTSA75763	
6HTSA75630	6HTSA75765	
6HTSA75634	6HTSA75766	
6HTSA75637	6HTSA75767	
6HTSA75644	6HTSA75771	
6HTSA75648	6HTSA75774	
6HTSA75649	6HTSA75782	
6HTSA75650	6HTSA75784	
6HTSA75653	6HTSA75790	
6HTSA75655	6HTSA75794	
6HTSA75659	6HTSA75800	

6HTSA75660	6HTSA75804
6HTSA75665	6HTSA75806
6HTSA75667	6HTSA75808
6HTSA75668	6HTSA75809

ATTACHMENT C

**Credit for Verizon Priority First Services
Applies to the Following Toughpad Serial Numbers**

9FTTC03764	9FTTC03920	9FTTC04015
9FTTC03770	9FTTC03923	9FTTC04017
9FTTC03772	9FTTC03926	9FTTC04019
9FTTC03774	9FTTC03932	9FTTC04024
9FTTC03779	9FTTC03945	9FTTC04026
9FTTC03783	9FTTC03946	9FTTC04036
9FTTC03790	9FTTC03950	9FTTC04 037
9FTTC03796	9FTTC03951	9FTTC04038
9FTTC03807	9FTTC03952	9FTTC04043
9FTTC03819	9FTTC03957	9FTTC04046
9FTTC03820	9FTTC03962	9FTTC04102
9FTTC03821	9FTTC03963	9FTTC04110
9FTTC03822	9FTTC03964	9FTTC04768
9FTTC03824	9FTTC03965	9GTTC06633
9FTTC03827	9FTTC03969	9GTTC06634
9FTTC03834	9FTTC03972	9GTTC06635
9FTTC03836	9FTTC03973	9GTTC06636
9FTTC03839	9FTTC03974	9GTTC07484
9FTTC03848	9FTTC03984	9GTTC07490
9FTTC03856	9FTTC03985	9GTTC07491
9FTTC03864	9FTTC03991	9GTTC07495
9FTTC03869	9FTTC03992	9GTTC07498
9FTTC03871	9FTTC03993	9GTTC07506
9FTTC03881	9FTTC03996	9GTTC07518
9FTTC03886	9FTTC03997	9GTTC07520
9FTTC03893	9FTTC03998	9GTTC07527
9FTTC03896	9FTTC04000	9GTTC07528
9FTTC03898	9FTTC04003	9GTTC07531
9FTTC03899	9FTTC04004	9GTTC07532
9FTTC03900	9FTTC04005	9GTTC07535
9FTTC03902	9FTTC04007	9GTTC07537
9FTTC03904	9FTTC04008	9GTTC07541
9FTTC03906	9FTTC04009	9GTTC07542
9FTTC03909	9FTTC04012	9GTTC07546
9FTTC03911	9FTTC04013	9GTTC07547

9FTTC03918		
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