



**CITY OF NORTH PORT PROCUREMENT FORM
COMPETITIVE EXEMPTIONS**



Please indicate: Visa Purchase Purchase Order

Single Purchase (For current FY) Blanket Purchase (Ongoing purchases for current FY) Change Order Amendment

DEPARTMENT/DIVISION: Fire Rescue NAME OF REQUESTOR: Amy Turner/8156

If Applicable: COMMISSION MEETING DATE: _____ AGENDA ITEM NUMBER: _____

Section 2-403 - Exemptions of the City of North Port Procurement Code states that certain procurements shall not be subject to competitive requirements in the judgment of the Purchasing Agent.

A. Please describe all products and/or services to be procured under this exemption:
(If additional space is needed, please attach a separate memo)

EMS billing and primary collection services for emergency medical services treatment and transport. Commission approved 5-year City of Tamarac, FL contract on September 26, 2017.

B. Briefly explain why it is in the best interest of the City to procure under this exemption:
(If additional space is needed, please attach a separate memo)

The City of Tamarac, FL has competitively bid and awarded this contract; the benefits of which includes increased revenue and decreased expenditures to the City.

C. Vendor Information

Vendor Name: R1 RCM Inc. Vendor Number: 4617
Address: 7900 NW 154th St. Suite 20, Miami Lakes, FL 33016
Contact: Gina Auguste Phone: 305-459-0598 Email: gauguste@r1rcm.com



CITY OF NORTH PORT PROCUREMENT FORM COMPETITIVE EXEMPTIONS



D. Please select one of the following:

Piggyback (Departments may utilize another municipality, county, or other governmental agency contract). The requesting department must provide the following documentation: copy of the solicitation and addendum, tabsheet/price-sheet, vendor submittal, entity approval (either stated in the solicitation or letter from vendor) agenda approval and contract as back-up documentation. Purchasing may request additional information if needed.

Name of Entity: City of Tamarac Contract Number: 16-14 R

Start Date: 10/01/2016 End Date: 09/30/2021

Is a fee required to utilize this contract? Yes No If yes, how much? _____
 Vendor-Paid City-Paid

State of Florida Contract: The requesting department must provide the following documentation: copy of the tab sheet/price sheet, agenda approval and contract ****Further price negotiations may be conducted with state-awarded vendor per F.S. 287.056(2) ****

Number: _____ Name/Category: _____

Start Date: _____ End Date: _____

Florida Sheriff's Association Bid: The requesting department must provide the following documentation: copy of the tab sheet/price sheet, agenda approval and contract

Number: _____ Name/Category: _____

Start Date: _____ End Date: _____

Joint Cooperative: The requesting department must provide the following documentation: copy of the solicitation and addendum, tab sheet/price sheet, vendor submittal, agenda approval and contract

Lead Entity: _____ Contract Number: _____

Start Date: _____ End Date: _____

Code Exemption* (Specify):

*For list of exemptions, see page 3



CITY OF NORTH PORT PROCUREMENT FORM COMPETITIVE EXEMPTIONS



Sec. 2-403. - Exemptions.

- (a) (2) Procurement contracts between the city and nonprofit organizations, other governments or other public entities.
- (3) Procurement of:
- a. Dues and memberships in trade and professional organizations.
 - b. Subscriptions for periodicals, books, maps or training videos.
 - c. Real property, real estate brokering, or appraising.
 - d. Abstract of titles for real property; title insurance.
 - e. Works of art for public display or artistic services.
 - f. Advertising.
 - g. Medical, dental and other medically related services performed by a health care professional.
 - h. Room or board for social service clients.
 - i. Room and board for employees on city business.
 - j. Funeral related services.
 - k. Water, sewer, electrical, cable television or other utility services.
 - l. Personnel, including but not limited to part-time or temporary services.
 - m. Academic program reviews or lectures by individuals.
 - n. Auditing services and financial services.
 - o. Legal services.
 - p. Social services.
 - q. Lobbying services.
 - r. Goods, materials and equipment whose cost has been incorporated as part of a competitively bid project.

Vendor Tracking:

Check if Vendor Documents Current

YTD Dept Exp. (Inclusive):

\$

127,200.00

To be completed by Purchasing:

YTD City Wide Exp. (Inclusive):

\$

127,200.00



CITY OF NORTH PORT PROCUREMENT FORM COMPETITIVE EXEMPTIONS



PURCHASE DETAILS

Please provide the amount of the purchase for this product or service: \$ 122,200

Account # 011-2222-526-31.05 Project # _____ Subtotal \$ 122,200
 Account # _____ Project # _____ Subtotal \$ _____
 Account # _____ Project # _____ Subtotal \$ _____
 Account # _____ Project # _____ Subtotal \$ _____

Line Item No.	Description	Unit of Measure	Quantity	Unit Price	Extended Price
	EMS billing				122,200
	Shipping (FOB Destination)				
				Total	122,200

Attach Additional Pages if Necessary

I approve the competitive exemption procurement(s) as requested herein:

Requesting Department Director: [Signature] Date: 10/10/2019

Budget Administrator: Approved in Navitire Date: 10-30-19

10/30 Purchasing: [Signature] Date: 10/30/19

Finance Director (If applicable): [Signature] Date: 10/31/19

Assistant City Manager (If applicable): _____ Date: _____

City Manager (If applicable): [Signature] Date: 11-1-19

[Print Form](#) [Clear All Fields](#)



[Details](#) [Reports](#)

File #: 17-1258 **Version:** 1 **Name:**
Type: Consent Agenda **Status:** Passed
File created: 8/9/2017 **In control:** [City Commission Regular Meeting](#)
On agenda: 9/26/2017 **Final action:** 9/26/2017

Title: Utilization of City of Tamarac, Florida five-year term contract 16-14 R with Advanced Data Processing, Inc., a subsidiary of Intermedix for emergency medical transport billing and collection services.

Attachments: 1. [City of Tamarac Resolution adopting the contract with Intermedix and the contract itself with RDF and Evaluation Sheet](#), 2. [City of Tamarac Resolution adopting amendment #1 with Intermedix](#), 3. [Intermedix Response to Tamarac RFP No. 16-14 R](#), 4. [Competitive Exemptions Form](#), 5. [Letter from Intermedix granting permission to piggyback the Tamarac contract](#), 6. [Florida Division of Corporations document](#), 7. [Florida Division of Corporations document- Intermedix](#)

[History \(0\)](#) [Staff Summary](#)

TO: Honorable Mayor & Members of the North Port Commission
FROM: Peter D. Lear, CPA, CGMA, City Manager
TITLE: Utilization of City of Tamarac, Florida five-year term contract 16-14 R with Advanced Data Processing, Inc., a subsidiary of Intermedix for emergency medical transport billing and collection services.

Recommended Action

Approve the utilization of City of Tamarac, Florida five-year term contract 16-14 R with Advanced Data Processing, Inc., a subsidiary of Intermedix for emergency medical transport billing and collection services.

Background Information

North Port Fire Rescue provides emergency medical service to the citizens and visitors of the City of North Port and unincorporated sections of Sarasota County. Fees associated with the treatment and transport are authorized by City Commission each year during the budget process.

For each patient transported by a North Port Fire Rescue ambulance a patient care report is created. That report is automatically uploaded to our contracted billing contractor, Advanced Data Processing, Inc., a subsidiary of Intermedix; hereafter referenced as Intermedix. Intermedix currently charges a fee of 5.5% of the billed amount for non-Medicaid (i.e., Medicare and commercial insurance companies) patients and a flat fee of \$11.40 for Medicaid patients. That contract expires September 30, 2017.

Fire Rescue staff has researched other Florida municipal contracts and has found utilizing the City of Tamarac's contract with Intermedix offers the additional following benefits including better pricing:

1. This contract has a lower fee of 4% for non-Medicaid patients and a flat fee of \$1,000 per month for Medicaid patients irrespective the number of patients. Based on our analysis of the current versus new fee structure, the City will enjoy more than a \$100,000 savings over the contract's five-year term.

2. The Florida Agency for Health Care Administration (AHCA) recently implemented a new program for Medicaid Fee-for-Service (FFS) claims to capture the actual costs of providing treatment and transport services. Tamarac has added contract language which includes access to these previously unavailable reimbursements. Intermedix has projected an additional \$74,000 per year could be recovered from this program.
3. An additional benefit of this five-year contract is its term ending in 2021, which will lock-in rates and reduce staff time associated with contracting. The contract contains provisions for two, two-year extensions.

Strategic Plan

Financially Responsible City Providing Quality Municipal Services

Financial Impact

Adoption of this contract will:

- (1) reduce the fees paid by the City from the General Fund, account number 001-2222-526.31-05, and
- (2) increase our revenues going into the General Fund, account number 001-0000-342.20-10.

Procurement

This agreement uses the City of Tamarac contract 16-14 R for medical billing services. All backup documentation associated with their Request for Proposals is attached.

Attachments:

1. City of Tamarac Resolution adopting the contract with Advanced Data Processing and the contract itself with RFP and Evaluation Sheet.
2. City of Tamarac Resolution adopting amendment #1 with Intermedix.
3. Intermedix Response to Tamarac RFP No. 16-14 R.
4. Competitive Exemptions Form.
5. Letter from Intermedix granting permission to piggyback the Tamarac contract.
6. Florida Division of Corporations document - Advanced Data Processing, Inc.
7. Florida Division of Corporations document - Intermedix (Fictitious Name).

Prepared by: Richard Berman

Department Director: William Taaffe

Ginny Duyn

From: Alla Skipper
Sent: Monday, October 21, 2019 4:22 PM
To: Finance Legistar Notify; Kimberly Ferrell
Subject: 19-1222 Approval Tracking - FYI Notification

This item does not need to go to Commission, it was approved in Sept, 2017 for the initial 5-year term (good thru 9/30/2021).

Alla V Skipper, CPPB
Senior Contract Administrator
Finance Department
Purchasing Division
4970 City Hall Blvd., Ste 337
North Port, Florida 34286

Tel: 941.429.7172
Fax: 941.429.7173
E-mail: askipper@cityofnorthport.com
Web: <http://www.cityofnorthport.com/index.aspx?page=179>

A City where you can "Achieve Anything."

-----Original Message-----

From: DoNotReply@Granicus.com <DoNotReply@Granicus.com>
Sent: Friday, October 18, 2019 8:10 AM
To: Finance Legistar Notify <financelegistarnotify@cityofnorthport.com>
Subject: Approval Tracking - FYI Notification

This email notice is For Informational Purposes Only.

File 19-1222 has been submitted for approval.
The description is as follows:

Meetig Date: 11/12/2019
Item Number: 19-1222

Title: Approve the continued use of the City of Tamarac, Florida contract 16-14 R with Advanced Data Processing, Inc., subsidiary of Intermedix (now R1 RCM, Inc.) for emergency medical trasport b illing and collection services.

Please check the file for specific details.

CAUTION: This email originated from an external source. Be Suspicious of Attachments, Links and Requests for Login Information E-mail messages sent or received by City of North Port officials and employees in connection with official City business are public records subject to disclosure under the Florida Public Records Act.



City of North Port

Human Resources Department
 Risk Management
 4970 City Hall Boulevard
 North Port, FL 34286
 Phone: 941.429.7200
 Fax: 941.429.7135

Print Form

Date of Request: 9/17/19
 Date Risk Received Request:
 Response Time Routine: 8-14 days

Insurance Requirements Request Form

Primary Dept.: Fire Rescue
 Secondary Dept.:
 Contact Name/Phone#: Carol Hopkins-8158
 Duration of work (calendar days): 180 - 365 days
 On Site Work: No
 Estimated Cost of Work: \$100,000 - \$500,000
 What are you purchasing?: Services only

Requirements are for:

Formal Solicitation (RFB, RFP, RFQ) Solicitation #
 Informal Solicitation (Items purchased utilizing quotes and under the formal solicitation threshold)
 Vendor Insurance Renewal Expiration Date
 Insurance Update - attach original insurance requirements
 Piggyback Contract (attach a copy of the contract insurance requirements, and list entity name/piggyback information in the summary below)

Provide a DETAILED description of the Item being Purchased / Description of Work or Summary of Services being provided

FY 20 Blanket for EMS billing and primary collection services for emergency medical services treatment and transport. Third year of contract approved by Commission September 26, 2017. Piggyback The City of Tamarac, FL.

REQUIRED COVERAGE (To be completed by RISK)

Worker's Compensation -

All state and federal statutory limits apply.

- Level I: \$100,000 each accident
\$100,000 each employee
\$500,000 policy limit for diseases
- Level II: \$500,000 each accident
\$500,000 each employee
\$500,000 policy limit for diseases
- Level III: \$3,000,000 each accident
\$1,000,000 each employee
\$1,000,000 policy limit for diseases
- Proof of current Worker's Compensation coverage
- Worker's Compensation Exemption (notarized affidavit)

Commercial General Liability:

Occurrence form required aggregate separate to this job.

- Level I: \$300,000 each accident
\$600,000 general aggregate
\$600,000 products and completed ops
\$100,000 damage to rented premises
- Level II: ~~\$500,000~~ each occurrence /, 000, 000
\$1,000,000 general aggregate
\$1,000,000 products and completed ops
\$100,000 damage to rented premises
- Level III: \$3,000,000 each occurrence
\$6,000,000 general aggregate
\$6,000,000 products and completed ops
\$100,000 damage to rented premises
- City of North Port to be named additionally insured
- Proof of current General Liability Insurance coverage only

Commercial Auto Liability:
All owned, non-owned or hired

Level I: \$300,000 each accident for property damage and bodily injury with contractual liability coverage

Level II: \$1,000,000 each accident for property damage and bodily injury with contractual liability coverage

Level III: \$3,000,000 each accident for property damage and bodily injury with contractual liability coverage

City of North Port to be named additionally insured

Proof of current Commercial Auto Liability Insurance only

Sub - Limits - Personal Automobile Coverage

\$100,000 per person
\$200,000 per accident and
\$100,000 property damage

Additional Insurances when Applicable:

Environmental / Pollution Liability

\$100,000 each occurrence and
\$300,000 general aggregate

Professional Liability

Level I projects: 1 million per occurrence and
1 million general aggregate

Level II projects: 1 million per occurrence and
2 million general aggregate

Level III projects: 2 million per occurrence and
2 million general aggregate

Required Insurance Coverage, not specified above:

Type of insurance	
Limits:	
Limits:	
Limits:	

Additional Risk Comments:

OK per Piggyback Contract

NOTE: Submit this form and the certificate of insurance to Risk for final approval
PRIOR to making any purchases or allowing work to be performed.


Risk Manager or Designee

9-17-19
Date

Steve DeBona
Senior Risk Management Coordinator
Phone: 941.429.7138
riskservices@cityofnorthport.com

Dawn Shorter
Safety & Wellness Coordinator
Phone: 941.429.7215
riskservices@cityofnorthport.com

PURCHASE ORDER TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR THE CITY OF NORTH PORT INCLUDING THE ORDERS ENCLOSED. WHEN BID OR CONTRACT TERMS, CONDITIONS AND SPECIFICATIONS DIFFER FROM THOSE SHOWN ON THE PURCHASE ORDER, THE BID/CONTRACT SHALL TAKE PRECEDENCE OVER THE PURCHASE ORDER.

1. The term "Vendor" shall mean the party furnishing the goods, materials, equipment and/or services so specified herein. The term "Buyer" shall mean the City of North Port, Florida.
2. This order shall be filled at prices quoted to the Buyer either by phone or by a written request. No increase from the quoted price will be authorized unless approved in writing by the Buyer.
3. All invoices shall be addressed as indicated on the front of this Purchase Order and must include the Vendor's name and phone number, and clearly list quantities, item descriptions, and units of measure. Vendor shall indicate on all invoices the Purchase Order number, discount and terms of payment. Substitution of any portion of this order will not be allowed unless Buyer is notified and gives approval in writing of the substitution.
4. Promptly acknowledge this order, and indicate the shipping date (definite or approximate), if applicable.
5. All materials must be shipped F.O.B. Destination. Buyer will not pay freight or express charges, except by previous agreement. Wherein a specific purchase is negotiated F.O.B. shipping point, the vendor is to prepay shipping charges and add to the invoice. Delivery must actually be made within the time stated on the Purchase Order. Buyer reserves the right to route all shipments on this order. Delays in shipment shall be immediately reported by Vendor to Buyer. Buyer reserves the right to cancel this order and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between the hours of _____ A.M. and _____ P.M., Monday through Friday, excluding holidays unless otherwise stated. In case of default by Vendor, Buyer may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any excess expense.
6. All items so listed will be securely packed to deter against damage and comply with carrier's requirements as to applicable tariffs. Shipments described on bill of lading shall take the lowest legal freight rate. Shipments will be released to carrier at full value insured for total value.
7. Inspection and acceptance of commodities shall be as follows:
 - (a) For Vendor-installed products, the date of acceptance is the date the Buyer accepts the product as installed and in good working order, as determined by any appropriate acceptance testing, and the Buyer shall certify in writing to the Vendor when the product is accepted (if training or other post-installation services are included in the Purchase Order, the acceptance shall be conditional).
 - (b) For Buyer-installed products, the date of acceptance shall be the delivery date. Until acceptance, risk of loss or damage shall remain with the Vendor. The Vendor shall be responsible for filing, processing, and collecting all damage claims. To assist the Vendor with damage claims, the Buyer shall: (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damage to the carrier and the Vendor; and (iii) provide the Vendor with a copy of the carrier's Bill of Lading and damage inspection report.
 - (c) If specifications are not met, material may be returned at the Vendor's expense and risk. Vendors will be notified of over-shipments and/or incorrect shipments. If return authorizations are not received within thirty (30) days such items shall be considered as donations to the Buyer.
8. Inspection and acceptance of services shall be as follows: Each phase of the services, including quality of work, rendered under this agreement is subject to the Buyer's inspection during both the Vendor's operations and after completion of the tasks. When the Vendor is satisfied with the completion of the contracted work, and prior to acceptance of any phase of work, Vendor shall submit a written request for an inspection to the Buyer. After inspection, the Buyer will issue a list of deficiencies, if any. Upon completion of the list, and correction of all deficiencies by the Vendor, the Vendor shall notify the Buyer that the work has been completed satisfactorily. Final inspection shall be performed prior to contract expiration date.
9. If work is performed on Buyer's property, work shall not be considered complete until all rubbish and unused material due to, or connected with, the work is removed and the premises are left in a safe and tidy condition.
10. If insurance is required, the Vendor shall maintain insurance acceptable to Buyer in full force and in effect throughout the term of this Purchase Order and, upon request, the Vendor shall provide to Buyer a certificate of insurance with Buyer named as additional insured.
11. Vendor shall comply with all Federal, State, and local laws and regulations applicable to the articles, materials or services constituting this order and shall upon request of Buyer furnish such proof of compliance. The Vendor shall have in its possession any applicable permits or licenses that may be required by Federal, State, or local law to furnish products or services under the scope of this Purchase Order.
12. Vendor shall not assign or subcontract any portion of this order without prior written approval of Buyer. If such approval is granted, it shall not relieve the Vendor from liability hereunder. If this order cannot be filled by the person or firm to whom it is issued, it shall be returned to the Buyer.
13. Unless otherwise stated in this Purchase Order, in addition to any warranty implied by law or fact, and any other express warranties, the Vendor expressly warrants all items to be free from defects in title, design, workmanship and materials, to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended and to be merchantable. Such warranties, together with all other services warranties of the Vendor, shall run to Buyer. All warranties shall survive inspection, test acceptance of and payment by Buyer.
14. Acceptance of this order serves as certification that the Vendor or its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
15. The vendor or contractor hereby guarantees the Buyer that all material, supplies, services and equipment as listed on the Purchase Order meet the requirements, specifications and standards as provided for under the Occupational Safety and Health Act of 1970, as from time to time amended and in force on the date hereof.
16. If applicable, the Vendor shall provide to Buyer all material safety data sheets (MSDS) upon delivery of materials.
17. Any dispute regarding this Purchase Order shall be governed by Florida law.
18. The Vendor, together with its agents, distributors, resellers, subcontractors, officers and employees, shall have and always retain under the Agreement the legal status of an independent contractor, and in no manner shall they be deemed employees of the Buyer or deemed to be entitled to any benefits associated with such employment. During the term of the Agreement, Vendor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide Buyer with certification of such insurance upon request. The Vendor remains responsible for all applicable federal, state, and local taxes and all FICA contributions.
19. If a court deems any provision of the order void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
20. Buyer is exempt from any sales, excise, or Federal Transportation taxes and the provisions of the federal Robinson-Patman act.
21. The Vendor shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify and hold harmless the Buyer, its employees, agents and assigns from claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate levels), arising from or relating to personal injury or death, and damage to real property or tangible personal property alleged to be caused in whole or in part by the Vendor, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Vendor shall not indemnify for that portion of any loss portion of any loss or damages proximately caused by the negligent act or omission of the Buyer.

To the extent applicable, the Vendor shall fully indemnify and hold harmless the Buyer, and its agents, employees, and assigns from any claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of Vendor's products by the Buyer or any of its agents, employees, and assigns, or to the operation or use of Vendor's products by the Buyer or any of its agents, employees, and assigns in a manner not contemplated by the Contract or the Purchase Order.

In the event of a claim, the Buyer shall promptly notify the Vendor in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the following address:

22. Any other conditions not contained above will be annotated within the context of the Purchase Order.
23. This order, including the terms and conditions shown above contains the complete and final agreement between the Buyer and Vendor and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by the Buyer. The Vendor may not unilaterally modify the terms of the order by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Vendor's order or fiscal forms or other documents forwarded by the Vendor for payment. Buyer's acceptance of product or processing of documentation on forms furnished by the Vendor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.