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VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) _____ *Waiver of First Requested*
 Recommendations of Boards, Commissions & Committees (Green)
 Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott Niehaus, Village Manager

DATE: November 17, 2014 (COW)(B of T) December 4, 2014

TITLE: Resolution Authorizing Execution of Contract for Ambulance Billing Services

SUBMITTED BY: Paul DiRienzo, Chief of Lombard Fire Department
Timothy Sexton, Director of Finance

BACKGROUND/POLICY IMPLICATIONS:

The Village's current contract for ambulance services with Specialty Billing will end on December 31, 2014. Specialty Billing notified the Village that they are shutting down operations. Our current rate with Specialty Billing is 5% of monthly revenue collected. In October, a request for proposals (RFP) for a new contract was sent to five companies. Three companies submitted proposals by the November 7th deadline.

The Finance and Fire department staff reviewed the three proposals and recommend Andres Medical Billing Ltd. based on lowest pricing, recommendations from other municipalities, and ability to meet our requirements. The RFP and responses to the RFP, including all supporting documentation are available in my office for review. Due to their size, I have not included this information herein.

- Andres proposed a rate of 4.75% of monthly revenue collected with no increase for six years.
- Paramedic Billing proposed a rate of 5% of monthly revenue collected with no increase for six years. They also proposed an alternate incentive based commission structure that would increase their commission by .5% for every 2% revenue increase received by the Village.
- Medical Reimbursement Services, LLC proposed a fee of 5% of all payments collected. If they raise the amount of collectables by 10% during the first 15 months, their fee would increase to 6%.

Both the Finance and Fire department staff recommend that the Village Board of Trustees approve the attached contract for a three year period with a three year option.

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X _____	Date _____
Village Manager X _____	Date _____

RESOLUTION
R _____ 14

A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard and Andres Medical Billing Services for Ambulance Billing Services, and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement, as attached hereto and marked Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

Section 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

Section 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this _____ day of _____, 2014

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2014

Keith Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

Organization Capabilities

Andres Medical Billing, Ltd. (AMB) is a corporation specializing in outsourced EMS billing. AMB began municipal billing operations in 1995 with six clients and has grown to service roughly 200 agencies, including large municipalities, fire protection districts, volunteer departments, small rural departments, and private ambulance services. In 2013, we processed more than 400,000 transports for our clients.

We are excited about the opportunity to partner with the Village of Lombard to transform its current billing model and are committed to performing the services within our proposal. As you read through this response, we hope you agree that AMB's experience and transformation capabilities are well matched to your objectives for ambulance billing.

AMB, an experienced leader in ambulance billing for over 19 years, has a reputation for commitment to client service and quality. We provide client-focused practical solutions to improve billing efficiency and claim processing for our customers.

We would like to draw your attention to certain key features that differentiate our response from alternatives:

- Customized account services
- Advanced technology and software
- Experience
- Cost effective solution

Our staff of more than 120 employees have decades of experience in the ambulance industry. They are some of the most qualified people in the industry, with in-depth knowledge of the Centers for Medicare and Medicaid Services (CMS) regulations. While most companies have chosen to split their attention among other areas, we solely bill for ambulance providers. This dedication to the industry has led to the development of proprietary methods designed just for transport services.

Our services will reduce your administrative functions and costs so that you can focus on other departmental needs. We are capable of handling the volume of patients and the scope of service that the Village of Lombard will require.

Our goal is to not only provide customized EMS billing solutions that reduce your costs while increasing your revenue, but also do so in the most efficient and compliant manner available.

SCHEDULE OF PRICES

TO: THE VILLAGE OF LOMBARD, ILLINOIS

FULL NAME OF PROPOSERS: _____ Andres Medical Billing, Ltd. _____

MAIN BUSINESS ADDRESS: __3343 North Ridge Ave. Arlington Heights, IL 60004__

PLACE OF BUSINESS: __Above Address_____

The undersigned, declares that it has carefully examined the proposed work, the Contract Documents, and all other documents referred to or mentioned in the Contract Documents and it proposes and agrees, if this Proposal is accepted, that it will contract with the Village, in the form of the Contract attached, to complete the Work titled "Ambulance Billing Services", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

SCHEDULE OF PRICES

Ambulance Billing Services fee __4___.__75__ (four and three quarters) percent of Monthly revenue collected.

4th year contract option - the unit price shall be adjusted by __0___.__0__ percent (+/-).

5th year contract option - the unit price shall be adjusted by __0___.__0__ percent (+/-).

6th year contract option - the unit price shall be adjusted by __0___.__0__ percent (+/-).

Andres Medical Billing would also like to offer the Village three free months of ambulance billing to start the contract. We will collect no fees whatsoever for our services during this time.

VILLAGE OF LOMBARD
CONTRACT
Ambulance Billing Services

THIS CONTRACT, made this 5th day of November, 2014, by and between the VILLAGE OF LOMBARD (hereinafter called the "Village") a Municipal Corporation acting through its President, and Board of Trustees, and Andres Medical Billing, Ltd., hereinafter called the "Contractor."

WITNESSETH

WHEREAS, the Village has heretofore solicited Proposals for all the work and services and for the doing of all things included within the hereinafter specified service, and the Village of Lombard did award the Contractor a contract for said services:

NOW THEREFORE, for and in consideration of their mutual promises, covenant undertaking and Contract, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

Contractor agrees, at its own cost and expense, to do all work and to furnish all the labor, materials, equipment and other property to do, construct, install, and complete all the works and services included, all in full accordance with and in compliance with and as required by the hereinafter specified Specifications and Contract Documents for said works and services, and to do, at its own cost and expense, all other things required of the Contractor by said Contract Documents.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein mentioned include all of the Contract Documents, including but not limited to the following:

1. Village of Lombard Ambulance Billing Proposal Specifications
2. The General Conditions of the Contract
3. The Contract
4. The Specifications
5. Public Contract Statements
6. Schedule of Prices
7. Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing documents
8. Any and all other documents or papers included or referred to in the foregoing documents all of which documents are on file in the Office of the Village Clerk, 255 E. Wilson Ave., Lombard, Illinois, all said documents being hereby incorporated herein and made a part herein by reference the same as if set forth herein.

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the unit price as set forth in the Schedule of Prices as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in the Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the execution of the work until its acceptance by the Village, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Specifications and Contract Documents and the requirements of the Village Fire Chief.

ARTICLE IV – CONFLICT BETWEEN COMPONENT PARTS OF CONTRACT

In the event that any provision in any of the following component parts of this Contract conflicts with any provision in any other of the following component parts, the provision in the component part which follows it numerically except as may be otherwise specifically stated applies. Said component parts are the following:

1. General Conditions of Contract
2. Proposal Documents and Specifications
3. Schedule of Prices
4. The Contract

This Contract is intended to conform in all respects to applicable statutes of the State in which the work is to be constructed, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

ARTICLE V

The Village agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do all the work, and do all other things hereinabove mentioned, according to the terms and conditions hereinabove contained or referred to, for the prices aforementioned, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Specifications and Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE VI – MISCELLANEOUS PROVISIONS

A. Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Lombard.

B. Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract. The relevant provisions will be fully incorporated into the Contract by reference and set forth in full.

C. Contractor agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's, actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

VILLAGE OF LOMBARD CONTRACT

Ambulance Billing Services

Andres Medical Billing, Ltd.

CONTRACTOR



Pat Mannix

BY

Owner/CEO

TITLE

ATTEST:

BY

TITLE

THE VILLAGE OF LOMBARD

VILLAGE MANAGER

VILLAGE OF LOMBARD
CONTRACT
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WHEREAS, the Village has heretofore solicited Proposals for all the work and services and for the doing of all things included within the hereinafter specified service, and the Village of Lombard did award the Contractor a contract for said services:

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The Contractor agrees to receive and accept the unit price as set forth in the Schedule of Prices as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in the Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the execution of the work until its acceptance by the Village, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Specifications and Contract Documents and the requirements of the Village Fire Chief.

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