

October 18, 2022

MEMORANDUM TO: Honorable Mayor and City Council

THRU: Charles P. Potucek, City Manager

FROM: David J. Felix, CPA, Chief Financial Officer

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2022-071, renewing an
Intergovernmental Agreement with the Whetstone
Fire District to provide Ambulance Billing Services

RECOMMENDATIONS:

The City Manager recommends approval.

BACKGROUND:

In 2017 the City of Sierra Vista entered an IGA with the Whetstone Fire District to provide ambulance billing services for them. Approval of this IGA renewal will allow the City to continue to provide that service.

Attachment

RESOLUTION 2022-071

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE WHETSTONE FIRE DISTRICT FOR ABULANCE BILLING SERVICES; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City currently conducts ambulance billing services, and

WHEREAS, the current IGA with Whetstone Fire District, a political subdivision of the State of Arizona, to provide ambulance billing services is up for renewal; and

WHEREAS, it is mutually beneficial to both parties for the City to provide this service.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the policies regarding entering into mutually beneficial intergovernmental agreements be, and hereby are reaffirmed.

SECTION 2

That the Intergovernmental Agreement with the Whetstone Fire District for Ambulance Billing Services be, and hereby is approved.

SECTION 3

That the City Manager, City Clerk, City Attorney or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF SIERRA VISTA, ARIZONA, THIS 27TH DAY OF OCTOBER 2022.

FREDERICK W. MUELLER
Mayor

Approval as to Form:

Attest:

NATHAN J. WILLIAMS
City Attorney

JILL ADAMS
City Clerk

Prepared by:
David J. Felix, CPA, Chief Financial Officer

RESOLUTION 2022-071
PAGE TWO OF TWO

**Intergovernmental Agreement between
The Whetstone Fire District and the City of Sierra Vista for EMS Billing Services**

General Provision

This agreement, hereinafter Agreement, is made by and between the City of Sierra Vista, hereinafter referred to as "CITY", and the Whetstone Fire District, 2422 N. Firehouse Lane, Huachuca City, AZ 85616, hereinafter referred to as "WFD", each a "Party" to this Agreement and together, the "Parties."

Witnesseth

The purpose of this Agreement is for the CITY to Provide Billing and Collection Services of Ambulance Service Fees, on behalf of WFD.

1. WFD agrees to Provide the City with a timely, accurate, and completed form, in a format acceptable for input into the City's computerized billing system, identifying all the information required to submit the claim for billing to the appropriate provider. The minimum information provided shall include:
 - a. Patient's Name
 - b. Home Address
 - c. Social Security Number
 - d. Insurance Information (Company, Policy Numbers, etc.)
 - e. AHCCCS prior authorization number and information where appropriate
 - f. Next of Kin/Responsible Party
 - g. Patient's Employment (Name, Phone, Address)
 - h. Call Incident Numbers and Times
2. If WFD wishes to send hardcopies of its claims to the City, appropriate documentation for claim submission must be mailed to the City within 3 days of the date of service. The address for said mailing shall be City of Sierra Vista, Attn: Ambulance Billing, 1011N Coronado Drive, Sierra Vista, AZ 85635.
3. If WFD wishes to transmit its claims to the City electronically, it shall provide all necessary access, at its expense, to allow the City to download the claims from WFD's system and import them into the City's billing program. It shall be WFD's responsibility to configure the data transmission file in a format that is importable into the City's billing system.
4. WFD agrees to provide state and federal tax identification numbers.
5. WFD agrees to provide Medicare and AHCCCS provider identification numbers for the Certificate of Necessity operated by WFD.
6. WFD agrees to forward copies of all checks, explanation of benefit documents, receipts, insurance, Medicare, AHCCCS and other correspondence to the City of Sierra Vista for appropriate processing and posting within three (3) working days within receipts of the same.

7. WFD agrees to comply with all applicable State and Federal Rules and Regulations pertaining to ambulance billing rates and charges. Should WFD intentionally or unintentionally fail to comply with said regulations, then WFD shall hold the City of Sierra Vista harmless from any damages arising from the infraction.
8. WFD agrees to pay the sum of \$16.00 per call, and the bill will be generated by the City by the 10th of the following month.
9. WFD agrees to process and track the progress of all grievances/appeals of claims denied by AHCCCS provider or Medicare.
10. WFD agrees to provide appropriately sized window envelopes and stationary with WFD name and return address.
11. The CITY agrees to Implement a thorough and sensitive collection system that maximizes the greatest return of revenue to WFD.
12. The CITY agrees to Initiate a request for payment within 72 hours of receipt of original field reports.
13. The CITY agrees to Invoice at least 30, 60, and 90 days intervals and perform telephone contact whenever possible.
14. The CITY agrees to provide sufficient staff to effectively accommodate said billing process.
15. The CITY agrees to forward all appropriate uncollectible accounts to an outside collection agency designated by WFD.
16. The CITY agrees to provide monthly financial reports of cash receipts, open receivable and other necessary accounting reports to be used for board reports or audits and determine billing effectiveness within five working days of the receipt of the month end notification by WFD.
17. The CITY agrees to Provide a telephone number for easy access to our billing/collection department at 520-439-2162. All mailings will contain this number.
18. The CITY agrees to screen its employees involved in billing and collection services and not hire as an employee or subcontractor any person excluded by Medicare from performing such services.
19. The CITY agrees to provide appropriate postage for billings.

The term of the agreement shall be for five (5) years beginning July 1, 2022, and ending June 30, 2028. This contract is cancelable by either party with a sixty (60) day written notice.

In the event that either Party believes that the other has materially breached any of its obligations under this Agreement, such Party shall notify the breaching Party in writing. The breaching Party shall then have ten (10) working days from the receipt of notice to cure the alleged breach and to notify the non-breaching Party in writing that cure has

been effected. If the breach is not cured within the ten (10) working days, the non-breaching Party shall have the right to terminate the Agreement without further notice.

Either Party may terminate this agreement, without cause, upon sixty (60) days written notice to the other Party.

The Parties do not contemplate the purchase of any equipment under this Agreement.

This Agreement may be canceled pursuant to ARS § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

The Parties to this agreement shall comply with all applicable laws and regulations, including those pertaining to equal employment opportunity and non-discrimination, and shall not engage in any form of illegal discrimination on the basis of race, sex, color, religion, national origin, ethnicity, age, handicap or veteran status.

The Parties agree that should any part of this Agreement be held to be invalid or void, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

Pursuant to A.R.S. § 35-397, the Parties both certify that they do not have a scrutinized business operation in either Sudan or Iran.

This Agreement shall be subject to and interpreted under the laws of the State of Arizona. Any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to arbitration, to be held in Cochise County, Arizona, in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 et. seq. The arbitrator shall be selected by mutual agreement of the Parties; if none, then by striking from a list provided by an organization such as the American Arbitration Association. In the event either Party institutes arbitration under this Agreement, the Party prevailing in any such arbitration shall be entitled, in addition to all other relief, to reasonable attorneys' fees relating to such arbitration.

All notices or other correspondence between the Parties regarding this Agreement shall be mailed or delivered personally to the respective Parties at the following address:

Whetstone Fire District : Sam Foster, Interim Fire Chief
2422 N. Firehouse Lane
Huachuca City, Arizona 85616

City of Sierra Vista: David Felix, Chief Finance Officer
1011 N. Coronado Drive
Sierra Vista, AZ 85635

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

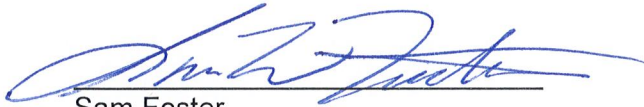
Pursuant to ARS § 11-952(D), an attorney for each Party must review this Agreement.

In accordance with ARS § 35-214, the Parties agree to retain all books, accounts, reports, and other records, and make such records available for inspection for a period of five years after completion of this Agreement.

This IGA may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the IGA.

In witness whereof, the Parties hereto have executed this Agreement on this 21st day of September, 2022

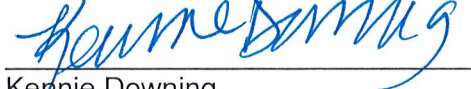
WHETSTONE FIRE DISTRICT:



Sam Foster
Whetstone Fire District
Interim Fire Chief

9/22/2022
Date

CITY OF SIERRA VISTA:



Kennie Downing
Chief Procurement Officer

9-20-2022
Date



David Felix
Chief Finance Officer

19 Oct 22
Date

Frederick W. Mueller
Mayor

Date

Nathan Williams
City Attorney

Date

Jill Adams
City Clerk

Date