Agenda Item No: 15.A



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** February 21, 2019

Staff Contact: Carol Akers and Nicki Aaker

Agenda Title: For Possible Action: To approve the award of Contract No. 1819-127 Billing Services for

Carson City Health and Human Services to STAT Medical Consulting, Inc., at a rate of 6.86% of collections, year 1 beginning April 1, 2019, with the option to renew for four

additional one-year terms. (Carol Akers, cakers@carson.org and Nicki Aaker

naaker@carson.org)

Staff Summary: Carson City Health and Human Services desires to minimize its direct involvement with public health billing while maintaining the highest level of customer service and maximizing collections and timely and accurate reporting. The contract is to be funded by the Clinical Services, Private Vaccine, School Located Vaccines and

Community Vaccines Accounts.

Agenda Action: Formal Action / Motion Time Requested: 10 minutes

Proposed Motion

I move to approve the award of Contract No. 1819-127.

Board's Strategic Goal

Efficient Government

Previous Action

None

Background/Issues & Analysis

The Request for Proposal was published in the Reno Gazette Journal and on Carson City's website on November 8, 2018. Five Statement of Qualifications were received. On January 8, 2019, the Review and Selection Committee held interviews with three firms and selected STAT Medical Consulting, Inc. to recommend to the Board for award of the contract for the Billing Services for Carson City Health and Human Services.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Clinical Services/#275 6852 441 03 50, Private Vaccine/#275 6850 441 06 97, School Located Vaccines/#275 6831 441 12 31, and Community Vaccines/#275 6866 441 06 25

Is it currently budgeted? Yes

(Vote Recorded By)

Explanation of Fiscal Impact: If approved, the above identified Accounts will be decreased by 6.86% of net amount collected. The budget set for the services is \$42,660.00.

Alternatives

Do not approve contract and provide alternative direction to staff.

Attachments: 1819-127 Draft Contract.pdf		
Board Action Taken: Motion:	1) 2)	Aye/Nay

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THIS CONTRACT is made and entered into this day of, 2019, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and STAT Medical Consulting, Inc., hereinafter referred to as "CONTRACTOR".
WITNESSETH:
WHEREAS, the Purchasing and Contracts Administrator for CITY is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and
WHEREAS , CONTRACTOR'S compensation under this agreement (does) (does not \underline{X}) utilize in whole or in part money derived from one or more federal grant funding source(s); and
WHEREAS, it is deemed necessary that the services of CONTRACTOR for CONTRACT No.1819-127 (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and
NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:
1. <u>REQUIRED APPROVAL</u> :
This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.
2. SCOPE OF WORK (Incorporated Contract Documents):
2.1 CONTRACTOR shall provide and perform the following services set forth in Exhibit A and Exhibit B, which shall all be attached hereto and incorporated herein by reference for and on behalf of CITY and hereinafter referred to as the "SERVICES".
2.2 CONTRACTOR represents that it is duly licensed by CITY for the purposes of performing the SERVICES.
2.3 CONTRACTOR represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.
2.4 CONTRACTOR represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. CONTRACTOR shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. CONTRACTOR shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by CONTRACTOR to CITY .
For P&C Use Only CCBL expires NVCL expires GL expires AL expires WC expires

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- 2.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the SERVICES required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.
- 2.6 Before commencing with the performance of any SERVICES under this Contract, CONTRACTOR shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, CONTRACTOR shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If CONTRACTOR performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.
- 2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 This Contract shall be effective from April 1, 2019, subject to Carson City Board of Supervisors' approval (anticipated to be February 21, 2019) to March 30, 2020, with the options to renew for four additional one year periods, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

4. NOTICE:

- 4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.
- 4.2 Notice to CONTRACTOR shall be addressed to:

Sharon Hollander STAT Medical Consulting, Inc. 15720 Ventura Blvd. Encino, CA 91436

818-907-7828/CELL: 818-667-7828 FAX: 818-907-6157

Sharon@statmedical.net

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4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department Carol Akers, Purchasing & Contracts Administrator 201 North Carson Street, Suite 2 Carson City, NV 89701 775-283-7362 / FAX 775-887-2286 CAkers@carson.org

5. COMPENSATION:

- 5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in <u>Section 2</u> (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's <u>compensation based upon</u> 6.86% of net collections per month, perform data entry only for flu vaccines at a flat fee of \$1/per patient and contracting and credentialing services at no charge.
- 5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.
- 5.3 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. <u>TIMELINESS OF BILLING SUBMISSION</u>:

CITY is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to CITY no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject CONTRACTOR to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to CITY of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to CONTRACTOR.

7. **CONTRACT TERMINATION:**

7.1 Termination Without Cause:

- 7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.
- 7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items

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of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

7.2 <u>Termination for Nonappropriation</u>:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon CITY'S notice to CONTRACTOR of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

- 7.3.1 A default or breach may be declared with or without termination.
- 7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - 7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - 7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or
 - 7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the

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nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

- 7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:
 - 7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and
 - 7.5.1.2 **CONTRACTOR** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and
 - 7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and
 - 7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 19**".

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. CITY may set off consideration against any unpaid obligation of CONTRACTOR to CITY.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

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10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11. INDEMNIFICATION:

- 11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.
- 11.2 Except as otherwise provided in <u>Subsection 11.4</u> below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:
 - 11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
 - 11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.
- 11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.
- 11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

- 12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.
- 12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.
- 12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

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- 12.4 **CONTRACTOR**, in addition to <u>Section 11</u> (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.
- 12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. INSURANCE REQUIREMENTS (GENERAL):

- 13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.
- 13.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.
- 13.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.
- 13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.
- 13.5 Insurance Coverage (13.6 through 13.23):
- 13.6 **CONTRACTOR** shall, at **CONTRACTOR**'S sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:
 - 13.6.1 Final acceptance by CITY of the completion of this Contract; or
 - 13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.
 - 13.6.3 Any insurance or self-insurance available to CITY under its coverage(s) shall be in excess of and non-contributing with any insurance required from CONTRACTOR. CONTRACTOR'S insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by CITY, CONTRACTOR shall provide CITY with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as CONTRACTOR has knowledge of any such failure, CONTRACTOR shall immediately notify CITY and immediately replace such insurance or bond with an insurer meeting the requirements.
- 13.7 General Insurance Requirements (13.8 through 13.23):
- 13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

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- 13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.
- 13.10 **Waiver of Subrogation**: Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.
- 13.11 **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 13.12 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.
- 13.13 **Policy Cancellation**: Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.
- 13.14 **Approved Insurer**: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.
- 13.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:
- 13.16 **Certificate of Insurance: CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.
- 13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).
- 13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR**'S full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

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13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

13.20.1	Minimum Limits required:
13.20.2	Two Million Dollars (\$2,000,000.00) - General Aggregate.
13.20.3	Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
13.20.4	One Million Dollars (\$1,000,000.00) - Each Occurrence.
13.20.5	CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
13.20.6	City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
13.20.7	This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
13.20.8	There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
13.20.9	Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1	Minimum Limit required:
13.21.2	Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
13.21.3	Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
13.21.4	Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by

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the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.

Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

13.22 PROFESSIONAL LIABILITY INSURANCE

13.22.1

- 13.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.

Minimum Limit required:

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- 13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 13.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. **BUSINESS LICENSE**:

- 14.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.
- 14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

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15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONTRACTOR's** non-compliance with this Section.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by CITY, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of CITY. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. <u>CITY OWNERSHIP OF PROPRIETARY INFORMATION:</u>

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law

Title: Billing Services for Carson City Health and Human Services

or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

- 22.1 In the event federal grant funds are used for payment of all or part of this Contract:
- 22.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - 22.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- 22.1.3 CONTRACTOR and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
- 22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, CONTRACTOR and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

- 23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - 23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

Title: Billing Services for Carson City Health and Human Services

- 23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
- 23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

26. **GOVERNING LAW / JURISDICTION:**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

27. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between CITY and CONTRACTOR on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

Title: Billing Services for Carson City Health and Human Services

28. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY Finance Department	CITY'S LEGAL COUNSEL Carson City District Attorney	
Attn: Carol Akers, Purchasing & Contracts Administrator Purchasing and Contracts Department 201 North Carson Street, Suite 2 Carson City, Nevada 89701 Telephone: 775-283-7362 Fax: 775-887-2286		reviewed this Contract and approve s legal form.
CAkers@carson.org		
By: Sheri Russell, Chief Financial Officer	By: Deputy	District Attorney
Dated	Dated _	
CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts		
BY: Carol Akers Purchasing & Contracts Administrator	Acct#	275-6852-441.03-50 275-6850-441.06-97 275-6831-441.12-31 275-6866-441.06-25
Ву:		
Dated		
Exhibit A-Proposal Exhibit B-Business Associate Addendum		

Title: Billing Services for Carson City Health and Human Services

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

	CONTRACTOR BY: Sharon Hollander TITLE: President FIRM: STAT Medical Consulting, Inc. CARSON CITY BUSINESS LICENSE #: 19 Address: 15720 Ventura Blvd. City: Encino State: CA Zip Code: 91436		
	Telephone: 818-907-7828/CELL: 818-667-7828 FAX: 818-907-6 E-mail Address: sharon@statmedical.net	5157	
	(Signature of Contractor)		
	DATED		
STATE	OF)		
County	of)		
Signed	and sworn (or affirmed before me on thisday of	, 20)
	(Signature of Notary)		
	(Notary Stamp)		

Title: Billing Services for Carson City Health and Human Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 21, 2019 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1819-127**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

	CARSON CITY, NEVADA	
	ROBERT L. CROWELL, MAYOR	
ATTEST:	DATED this 21 st day of February, 2019.	
Aubrey Rowlatt, CLERK-RECORDER		
DATED this 21 st day of February, 2019.		



STAT Medical Consulting, Inc.

Response to RFP# 1819-127

Billing Services for Carson City Health and Human Services (CCHHS) Department

Sharon Hollander STAT Medical Consulting, Inc 15720 Ventura Blvd, Suite 227, Encino CA 91436 Phone: (818) 907-7828 (800) 906-7828

Fax (818) 907-6157 Cell: (818) 667-7828 www.statmedical.net sharon@statmedical.net

Tax id: 95-3565975 DUNS 088124904





Offeror Name: STAT Medical Consulting, Inc.	
FED ID# 95-4565975	
Duns: 088124904	
GSA Contract Number: 47QRAA8D00GP	
California Small Business Registration Number: 2010	0784
CWOSB- Pending Application in Process	
State of Nevada Business City and County License- U	pon Selection
1. Identity (Name) and Mailing Address of the su	ıbmitting organization:
STAT Medical Consulting, Inc.	
15720 Ventura Blvd	
Encino, CA 91436	
2. For the person authorized by the organization	to contractually obligate on behalf of this Offer:
Name: Sharon Hollander	
Title: President	
E-Mail Address: sharon@statmedical.net	
Telephone Number: (818) 907-7828 or Cell: (81	8) 667-7828
Fax Number: (818) 907-6157	
3. Use of Sub-Contractors	
_X No sub-contractors will be used in the perfo	ormance of any resultant contract OR
The following sub-contractors will be used in	n the performance of any resultant contract:
	named in item #1, above, I accept the Conditions
Governing this Procurement.	
x_I concur that submission of our proposal contained in this RFP.	constitutes acceptance of the Evaluation Factors
_xI acknowledge receipt of any and all ame	endments to this RFP.
Sharon Hollander	
Authorized Signature	Date



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Proposal Summary

STAT Medical Consulting, Inc. is a company with entrepreneurial spirit and accomplishments. Our company began in 1988, as a small independent consulting firm that assisted physicians with practice management issues. Sharon Hollander, President of SMC, throughout her career has focused on health care issues and has developed expertise in third party reimbursement. During her consulting projects she was able to partner up with larger health care consulting firms that called on her valuable knowledge and experience.

In 1992, after having traveled nationwide to over 74 hospitals to perform third party reimbursement audits, she was hired by Triad Healthcare, a small hospital corporation that owned 2 non- profit community hospitals locally. The corporation was under the management of Stuart Marylander, CEO, formally of Cedar Sinai Hospital and Health Center, one of the largest tertiary care hospitals in Los Angeles. In this capacity, Ms. Hollander was asked to start a medical billing service from its inception, for the medical staff with the hope and expectation that it would become a large MSO. Over the course of the next two years, the billing department grew and was beginning to establish its stellar reputation.

During this time the Hospital's corporation was experiencing severe financial problems in meeting the interest rates on their debts. As a result, the corporation was forced into Chapter 11 bankruptcy and reorganization. It became apparent that the focus of the corporation was not the MSO and physician billing department. Ms. Hollander then pitched her plan to the administration to purchase the billing service and become independent from the Triad Corporation. This occurred, and in July 1994, the Stat Medical Consulting, Inc. division added the medical billing service to its company.

The purchase was completed within 30 days of that initial meeting, making it necessary to start the beginning business as home based. STAT Medical was literally run from the kitchen table. As with all entrepreneurs, the first couple of years required unlimited dedication and perseverance. The billing service had a few clients and the business was self-capitalized. Within a year, the billing service had relocated to its first office. Since that time STAT Medical has expanded twice. Currently our office has over 5,000 square feet and the capacity for 50 workstations.

We have studied the City's Department of Health needs presented in this RFP and the requirements set forth. Our proposal details our success in situations just like this, with similar work and complexity. We have taken clients in dire straits and completely turned their cash flow around in less than six months. Our tried and true processes have been proven successful over and over again.

This hard driving spirit and drive to anticipate our next level of growth means that STAT Medical is ready to go live on March 1, 2019 for the CCHHS. We have the experience, skills and resources to do so, and look forward to diving in and getting started as soon as the Department of Health and Human Services is prepared to do so.



Response to Contract Terms and Conditions

STAT Medical Consulting, Inc. accepts the Conditions Governing the Procurement section and all terms and conditions as indicated in this request for proposal and Attachment Appendix A, Sample Contract(s).

Offeror's Additional Terms and Conditions

STAT Medical Consulting, Inc. does not object to any of the terms and conditions set forth in the RFP Sample HIPAA Business to Business Agreement Contract (Appendix B) and offers no additional terms or conditions.



Response to Specifications

1. Organizational Experience

1.a Relevant Corporate Experience

STAT Medical Consulting, Inc. has created numerous consulting projects for other large health care companies and health care organizations. Our consulting portfolio contains many similar projects, such as the establishment, creation and ongoing management for the operations of a Central Billing Office (CBO). We have extensive experience setting up a CBO and provided analysis of their operations. It is our intent to develop an off-site CBO, located in Encino, CA. Enclosed is a list of some of the facilities we have worked for and completed successful projects in the course of our professional career.

Consulting Projects

UCLA Medical Center (CBO)

Los Angeles, CA

Academic Practice Plan, 600 Physicians performed practice management and billing consultation for a few academic practice plans, at their Central Billing Office.

St Mary's Health Center

Reno. NV

8 month consulting project as onsite interim CBO manager for 16 primary care physicians at a 380-bed hospital.

Little Company of Mary Hospital The Medical Institute

Torrance, CA

Consultant and operational analysis for a 40 Primary Care Physician Practice, improved billing operations and streamlined efficiencies.

Cooper Regional Medical Center

Charleston, SC

Tenet Healthcare- Central Billing Office Operational Analysis and on site Practice Management Consulting Services.

San Gabriel Valley Medical Center

San Gabriel, CA

A 273 Acute Care Hospital where we took over billing for the cardiology department, in order to become operational after a 15 month billing delays. Developed Information Technology interfaces to obtain demographics in electronic format for this current client.

CBO Cincinnati, OH

Consulted to CBO for large tertiary care center in Ohio and Northern Kentucky Practice Plan analysis for CBO.

Toledo Hospital

Toledo, OH

Operational analysis of CBO, internal billing audit and on-site education for CBO at Toledo Hospital in Ohio.



Palmetto Physician's Medical Group

San Diego, CA

Operational consulting for a large multi-specialty medical group in the area of CBO operational analysis.

Pulmonary Critical Care Specialists and Primary Care Medical Group

Orange, CA

On site coding and reimbursement consulting for 16 physicians medical group specializing in pulmonology and internal medicine.

Kenneth Lander and Associates

Upland, PA

Billing and consulting services for pulmonary group for a Large practice affiliated with Crozier Chester Medical Center.

Grossman CBO Sherman Oaks, CA

Operational analysis for large multi-specialty billing service to identify and billing, coding and operational inefficiencies.

Biopath Clinical Laboratories

Van Nuys, CA

On site consultant for the streamline and resolution of outstanding claims. Resolved billing inefficiencies and contractual reimbursement shortcomings.

The 436 N Bedford Surgery Center

Beverly Hills, CA

Consulting and billing for retroactive reimbursement on paid accounts for an outpatient ambulatory surgery center.

Verdugo Hills Medical Associates

Glendale, CA

Consulting and billing operational analysis to determine billing inefficiencies. On site consulting to improve operations, billing flow and increase income for multi-specialty urgent care center.

SOHHC Sherman Oaks, CA

153 bed community hospital ongoing consulting projects.



2. Our Process

STAT Medical utilizes a cloud based software platform as well as customer specific programs if requested. STAT Medical offers fast implementation times and uses national standard clearing houses to submit claims electronically to all third party payers. We subscribe to all up to date coding and professional online coding tools to educate us on any changes to the medical billing industry. Our software can interface directly with the data on any EHR platform such as E-Clinical Works, and we can develop other technological interfaces as needed. If required we can also work on this software platform without an issue. STAT has worked on many software platforms and can be operational within 24 hours, upon receiving training on any new software. Our company has worked with many different hospital information systems and have performed billing on various systems. The software is a tool for us to do our job, but our skills are our "expertise" at the billing requirements and following up with the 3rd party payers to get the claims paid.

On a daily basis, Stat Medical Consulting Inc. obtains the electronic demographic data and raw data needed to code and bill for services to any and all payers including but not limited to: Medicare, Medicaid, Blue Cross, Blue Shield, Aetna, Cigna, United Healthcare, Tricare, Champus VA, PPO and HMO and all 3rd party payers as well as patients. Our company doesn't just submit the billing, we are aggressive at the follow up process to pursue outstanding claims, work denials and rejections and appeal claims. We do everything from start to finish on the account until the claim is paid in full.

The claims are submitted within 24 hours. The claims are billed daily, and all charges are pursued. Payments are then posted electronically or manually also on a daily basis. We process all correspondence, denial analysis, and refund requests. This includes contacting insurance companies for claim status, payment postings and balance to deposits and follow up with insurance companies if information is not provided in a timely manner.

STAT Medical identifies any areas of lost revenue and report any legal issues or problem areas within 24 hours. At the end of the month, we will provide month end reports to CCHHS. for each billing entity. Month end close is based on all the work received at SMC by close of business day on the last calendar workday of the month. We have over 150 possible month end reports that are based on Productivity, the Accounts Receivable, Coding Analysis, Collections and Payment Analysis, Payer Mixes, Trends, Billing Trends, Etc. Our Month end reports include Production and Collection Totals by Provider, Department, Specialty, monthly and year to date and quarterly Summaries. We also provide Coding Frequency Analysis Reports (Both the CPT and ICD-10) to identify lost revenue or mechanisms to review coding trends. We can also provide custom reports for the Department based on their requested fields and data points. Any of our reports are available at any time at no additional delay, expense and can all be exported into a .pdf and or excel format. In addition graphs and charts can be created on any of the data.

It is important to us that we stay not only compliant to regulatory guidance but also up to date with state of the art industry trends. Our company is very cognizant of any rules and regulations set forth by Medicare, the OIG, and the Federal Register and subscribe to many and



all newsletters to be kept apprised of any changes. We subscribe to the American and California Medical association publications, as well as billing publications that also alert us to any changes in laws that might impact ourselves or our provider billing clients on any rules or regulations that might affect our industry. When HIPAA was introduced, we had all our other clients sign a Business to Business Associates Agreement for Protected Health Information and Privacy and we take our compliance obligations seriously.

We attend Seminars on billing and Medicare/Medicaid changes in coding and billing to be kept in the know as well as read everything on the CMS websites relating to our industry.



3. Contracts During the Last Five Years

STAT Medical has performed billing services similar to those required by the Carson's City Health and Human Services Department for these clients over the past five years, and in some cases even longer. We are proud to have been able to provide such dependable and successful service to have clients for such a long period of time, while equally excited that our reputation has preceded us in securing the ability to provide billing services for new providers as well. Our average claim volume is approximately 80k claims/month.

Specialty	#of Claims Processed/mo	Length of time (Yrs)
Oncology Surgery	66	10
Eye Surgeon	194	1
Neurologist	25	8
Family Practice	112	12
Burn Surgeon	61	1
Nutritionist	53	3
Oncology Surgeon	9995	7
Orthopedic Surgeon	241	2
Oncology Surgeon	1199	5
Addiction Medicine	199	5
CRNFA	964	2
Physiatrist	211	2
Trauma Surgeon	109	1
Ophthalmologist	2419	24
Allergist	5312	7
Rheumatologist	106	5
Internal Medicine/Urgent Care Clinic	17324	9
Pulmonologist	4962	1
Trauma Surgeon	72	1
Plastic Surgeon	46	2
Dermatologist	34	3
Plastic Surgeon	3	2
Internal Medicine/Hospitalist	4211	3
Internal Medicine/Pulmonology	75	8
Oncology Surgeon	587	2
Trauma Surgeon	365	1
Eye Surgeon	5147	9
OC Burn Specialists	6000	1
Emergency Surgery Group	1495	1



Trauma Surgeons	2300	1
General Surgeons	15500	2
Urgent Care	420	1
Internal Medicine Palliative Care	4600	10
Dermatology	300	7
Orthopedics/Neurosurgery	521	1
Ambulatory Surgery Center	36	1
Family Medicine	758	10
General Surgery	314	1
Psychiatry	8550	5
Internal Medicine	6825	8
Plastic Surgery	336	7
Emergency Medicine/Wound Care	200	5
Plastic Surgery	365	5
Trauma Group	13855	1

4. Organizational References

Project Dates (Start to End)	Staff Assigned	Client Project Manager	Phone	Fax	Email
August 1997- Present	Sharon Hollander	Dr. Keating	818-704- 5990	818-704- 5197	bjoldin@hotmail. com
	Roxanna Aranda	Barbara Oldin			
	Jocelyn Arrendondo				
January 2-17- January 31, 2018	Sharon Hollander	Sandi Riva	818-322- 8534	877-515- 8730	westmed@gmail .com
	Roxanna Aranda				sndriva@gmail.c om
	Cassie Uphoff				
	Adeline Cira				
	Robert Infante				
	Nicole Castellanos				
July 1, 2017- present	Sharon Hollander	Glenda Rogers	949-364- 1007	877-366- 9560	traumaoc@gmail.com
	Roxanna Aranda				
	Cassie				



	Uphoff				
	Hugo Fullante				
July 1- 2006- present	Sharon Hollander	Dr. Patt	310-582- 1114	310-582- 2000	drpattstaff@gma il.com
	Roxanna Aranda				
	Patty Melchor				
	Cassie Uphoff				
Jan 2000-Dec 2004	Sharon Hollander	Colleen Paradisio	610-447- 8840	610-447- 8895	Landerlung@aol. com
April 2017- Present	Roxanna Aranda				
	Patricia Melchor				
	Oscar Lopez				



5. Daily Processes

Daily Processes of billing Steps

Enter new patient demographics which can be done either electronically or manually. The success of getting paid on the claim depends on the accuracy of the correct information submitted and we are diligent to verify and ensure that data on the demographics are correct.

We have the ability to verify eligibility and screen patients before claim submissions.

Our Software allows us to check for established patients to avoid entry of duplicate patient registrations.

Insurance will be assigned to the case of the patient and verified. If data is uploaded electronically, we can check it manually for accuracy.

Charges will be entered into our Practice Management software system. Our billing expertise enables our team to avoid errors by knowing the rules and regulations and submitting "clean" claims and modifiers so that our claims are paid correctly.

Our software will scrub claims for accuracy on correct coding requirements, medical necessity of diagnosis and parameters set forth by the payers reducing our denial ratios.

Claims are generated to clearinghouses immediately "live" upon conclusion of posting the charge. They are not batched and sent at the end of the day. Any upfront software edits are identified. Any claim rejections are received within 24 hours.

We are receiving electronic remittance payments in as little as 4 days from some 3rd party payers.

Electronic claim acknowledgement report confirmations, Electronic EOBSs, and any rejections or claim corrections are received to us by the next business day.

The turnaround time for payment various by payer and we track how long it takes us to be paid by claims.

We work these reports to correct, rebill and acknowledge the claims.

Any resubmissions are then re-billed.

Payments from EFT's are then posted and balanced.

Any denials are worked, corrected and resolved.

On a daily basis our clients give us remote access to their "lockbox" from their financial institution and we can access the deposits and/or copies of checks so we can download and print copies to post and balance to their deposits.

Our software and statements have a portal for patient payments, ACH, Credit card payments and patient friendly payment options allowing for increased collections from patients.

We are not restricted to only send patient statements on a monthly basis. We can generate statements daily, for any patient that has a balance as soon as the EOB is posted and there is a responsibility owed from the patient. Our software has the ability to cross reference the patients address against the United States Postal service to identify any forwarded addresses and missing or incomplete addresses to reduce undeliverable mail and find patients so statements are actually delivered. We have found that this



feature has yielded a higher percentage of money paid back to the client on the outstanding patient balances.

All receipts for payments are balanced and reconciled daily.

We can reconcile all payments to the City's Bank statement to identify any EFT and Credit Card payments, bank fees, ACH and any and all other payment sources.

All statements have our toll free number for inquires and a live person answers inquiries from our office during business hours Pacific-time. We can have extended hours if necessary.

5a. Contracting and Credentialing Services

- Review any existing or contract renewals to include reviewing contracts for changes that might impact revenue cycle management processes
- Identify any contracts where the reimbursement rates fall below industry standards
- Negotiate for increased reimbursement on any existing contract
- Initiate any new contracts for items that might impact revenue cycle management for rate negotiations
- Initiate Letters of Agreement or Single Case agreements for higher reimbursement from 3rd party payers as needed to obtain maximum reimbursement
- Assist the department with credentialing of any changes to the provider roster and coordinate any updates to any 3rd party contracts and Medi-caid group provider numbers with necessary requirements
- Assist providers with any NPI credentialing issues, changes or updates
- · Assist providers with any other provider credentialing issues as needed

6. Reports

Our reports are comprehensive and include the following features:

- All reports are available in excel or pdf format as well as hardcopy.
- We can formulate graphs as needed for any of the data as required
- Ad hoc reports are available at any time
- We are not restricted to produce reports only on a monthly basis
- All reports can be summarized by Monthly, Quarterly or Annually
- We can compare Annual to Previous Year
- Revenue reports can be broken down by Payer, Department and/Provider Level
- All reports can be produced at the summary and/or detailed level.

Here is a summary of the types of reports we are able to produce

Reporting Dashboard

Provides the user a dashboard view of the Key Performance Indicators (KPI) and assists the practice in evaluating its receivables.

Key Indicators Summary Beta



Beta version of the Key Indicator Summary Report. This report currently offers a limited version of the options available in the Key Indicator Summary Report.

Key Indicator Summary

Generates a summary view of practice key financial activity within a reporting period and offers multiple sorting and customization options.

Key Indicators Summary Compare Previous Year

Compares key performance numbers to previous year.

Key Indicators Detail

Provides a detail view of Practice key performance indicators.

Days Revenue Outstanding Analysis

Provides the number of days the individual item was outstanding from DOS to payment.

Accounts Receivable

A/R Aging

Provides drill down view of the Aged Trial Balance broken down by aging buckets. The user has the ability to drill down to individual outstanding items as well as the ability to add/remove columns to customize their report view.

A/R AgingDetail

Provides a list of aged accounts by aging for a specific insurance plan.

Insurance Collections Summary

Provides a summary breakdown of all outstanding insurance claims grouped by Collection Category and sorted by aging bucket.

Insurance Collections Detail

Provides a detail breakdown of all outstanding insurance claims grouped by Collection Category.

Patient Collections Summary

Provides a summary breakdown of all outstanding patient responsible claims by Collection Category and by aging buckets.



Patient Collections Detail

Provides a detail breakdown of all outstanding patient responsible claims by Collection Category and by aging buckets.

Unpaid Insurance Claims

Work list report of unpaid insurance claims with appropriate claim detail required to perform claim follow-up with payers.

Unpaid Insurance Claims Export

This is the export version of the Unpaid Insurance Claims

Productivity & Analysis

Most Commonly Used Diagnosis Codes

Allows the practice to identify the most commonly utilized diagnosis codes by the practice within the reporting period. This report will also assist the practice in transitioning to ICD-10 by identifying the most frequently utilized ICD-9-CM codes which will serve as the starting point for mapping to the corresponding ICD-10-CM codes.

Provider Productivity

Reports on all procedures performed by each provider with frequency, charges and RVU values. This report is used to account for all procedures performed by each provider for a designated period.

Daily Report

Provides encounter posting for the designated day along with a payment register showing all payments received and posted on the day. This report is used by the practices to account for all charges, payments and deposits for the day.

Account Activity Report

Summary of charges, payments, adjustments and balance for each procedure performed to each patient for the reporting period. This report offers multiple sort options to allow different grouping of the data.

Procedure Payments Summary

Displays total procedures performed by the provider for the reporting period. It displays the average charge per procedure as well as the total charges. The report then displays the average payment and adjustments for procedures performed and grouped by Insurance, Patient and overall Total.

User Productivity



Displays individual user activity for a specific posting date or range of posting days. Breaks down by Encounters, Procedures, Charges, Adjustments, Payments (Receipts) and Refunds.

Patients

Patients Summary

Displays the number of patients seen by the practice for the designated reporting period. Several customization options are offered including the ability to group the results by provider type, service location, department, insurance (plan or company), payer scenario and contract type.

Patient Transactions Summary

Summary list of the individual patient transactions for the reporting period including charges, adjustments receipts, refunds and outstanding balances.

Patient Transactions Detail

Detail transactions for individual patients for the reporting period including transaction type, posting date, service date, procedure, provider, service location and outstanding balances.

Patient Statement

Generates a Report of Patient Statement(s) and allows the practice to generate an on demand statement without affecting the current statement cycle. Note – Statements generated in this report will not age the patient outstanding balance.

Patient Financial History

Provides a history of the patient's financial activity with the practice.

Patient Detail

Displays basic demographic information for an individual patient including notes.

Patient Referrals Summary

Displays a summary of patients referred by individual referring providers. Also includes the rendering provider, service location, total charges and payments collected.

Patient Referrals Detail

Offers a listing of the patients referred by individual referring providers and includes the patient's primary insurance and total charges generated. Customization allows filtering of Service Locations, rendering provider and referring physician.

Patient Contact List



List of contact options for patients seen within the last 30 days (customizable) including address, home phone, mobile phone, e-mail, default rendering provider and referral source. The report offers several customization options to allow the practice to filter the results.

Itemization of Charges

Provides an itemization of charges for individual patients.

Patient Demographic Export

An extensive export option of all details related to individual patients. Can be exported via Comma Separated Value or by Microsoft Excel format. Several customization options are offered to allow the practice to target the desired report output.

Patient Insurance Authorization

Listing of Patient Insurance authorization numbers including remaining visits, start and end date and last posted encounter. Users can customize beginning or ending authorization date and visits remaining.

Appointments

Appointments Summary

Summary list of appointment types for the designated appointment dates by location. Additional grouping options are offered in the customization page.

Appointments Detail

Detail report of scheduled appointments for the designated appointment date(s). The report includes appointment time, Patient, birthdate, patient phone number, appointment reason, appointment status, copay, patient balance and notes. Most practices (Appointment Type: Patient) will utilize this report for tracking upcoming appointments.

Encounters

Encounter Summary

Summary report of encounters generated for the reporting period and includes total encounters, procedure units, corresponding charges, adjustments, receipts and outstanding balances. Customization allows two levels of grouping of the report output. Other customization allows the practice to filter the results by service location, provider, payer scenario, department and a designated batch number.

Encounters Detail

Detail breakdown of the encounters for the designated period including patient, provider, service date, procedure, modifier, diagnosis code(s), charges, adjustments, receipts and balance. Customization options allow additional filtering of the results and grouping of the output.



Charges Summary

Summary of procedures and corresponding charges for the reporting period. The defaulting sort is by rendering provider, but customizations allow the user to group the results (two levels) as needed. Various filters are also offered for further customization of the output.

Charges Detail

This detail version adds the patient's name and ID along with the RVU Work Value of each procedure.

Settled Charges Summary

Reports the satisfied charges for the reporting period and provides a breakdown of the total charges, corresponding adjustments and receipts.

Missed Encounters

This report shows a summary of appointments not associated with a posted encounter.

Charges Export

An extensive export option of all details related to charges posted in the system can be exported via Comma Separated Value or by Microsoft Excel format. Several customization options are offered to allow the practice to target the desired report output.

Payments

Payments Summary

A summary of payments received on the designated reporting period broken down by payer type category.

Payments Detail

This detail version offers additional information by including the payment id, batch, payer posting date, payer name, reference number, notes, payment amount and any balances transferred to unapplied.

Payments Application Summary

Provides a summary of the applied payments by payment method by credited provider.

Unapplied Analysis

Detail breakdown of the unapplied balances including the starting unapplied, change in unapplied and ending unapplied balance.



Adjustments Summary

Provides a summary of posted adjustments by provider and grouped by adjustment reason.

Adjustments Detail

Detail breakdown of posted adjustments by provider and includes adjustment reasons, service date, procedure code, patient name, credited provider, service location, total charges and adjustment value.

Denials Detail

Detail report on claim denials for the reporting period and includes the posting date, denial reason, service date, procedure, credited provider, service location, payer, charges and denial amounts.

Payment Receipt

Generates a payment receipt for a specific payment received.

Contract Management Summary

Provides a list of the average payment received from payers for procedures compared to the expected allowed, averaged allowed and expected payment. Customization allows the user to filter the output and group the results as needed.

Contract Management Detail

Detail version of the Contract Management Summary and includes individual transactions and comparisons of the actual payments to the expected allowed. Customization allows the user to filter the output and group the results as needed.

Payer Mix Summary

This report provides a breakdown of the payers by number of patients, encounters, procedures, charges and receipts. Customization allows the user to group the output (two levels) as needed by the practice.

Denials Summary

Summary of claim denials and amount for the reporting period grouped by the denial reason codes.

Payment By Procedure

Breaks down the average payment by procedure for primary insurance, secondary insurance, patient and total. Several customization options allow the practice to filter the output and group the results as needed.



Missed Copays

This report shows a list of encounters where a co-pay was not allocated to the designated encounter.

Payments Application

This report provides a breakdown of the allocation of the selected payment.

Refunds

Refunds Summary

Summary of refunds generated for the reporting period. Users can filter by the refund status (Issued, Draft, All), recipient type (Patient, Insurance, All) and by specific batch number.

Refunds Detail

A more detailed version and includes the individual refund items as well as the recipient name, check number, individual issue date and amount.

8. Billing Expertise on Title X:

Title X services include the delivery of related preventive health services, including patient education and counseling; cervical and breast cancer screening; sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral; and pregnancy diagnosis and counseling.

As a GSA Advantage vendor we have experience in meeting Federal guidelines and requirements and can therefore assist with the FPAR and the use of the Web-based *FPAR Data System to assist with the annual report requirements.*

The 317 vaccination requirements and eligibility to members include:

- Newborns receiving the birth dose of hepatitis B prior to hospital discharge that are covered under bundled delivery or global delivery package (no routine services can be individually billed) that does not include hepatitis B vaccine
- Fully Insured infants of hepatitis B infected women and the household or sexual contacts of hepatitis B infected individuals
- Uninsured or underinsured adults
- Fully insured individuals seeking vaccines during public health response activities including:
 - Outbreak response
 - Post-exposure prophylaxis
 - o Disaster relief efforts
 - o Mass vaccination campaigns or exercises for public health preparedness
 - Individuals in correctional facilities and jails



9. Mandatory Specification

STAT Medical Consulting, Inc. is capable of handling the volume, specialty specifications, billing requirements and is able to provide added value services to the Nevada's Health And Human Services Department of Health Program for a long association. We offer our extensive knowledge and expertise in Pediatric, Internal Medicine, Obstetrics and all medical billing specialties. We have extensive knowledge in all other specialties including Preventative Care, Injections, Family Planning, Primary care and Immunization billing. In addition we have knowledge of the coding and billing requirements of Ancillary providers, such as Occupational, Physical Therapy, and Behavioral Health.

We are familiar with the Title X coding and billing requirements specific to the program requirements, specifically of who Qualifies and which visits are allowed per year and per month by each child eligible for the program, according to the guidelines published in the HHS Department Guidelines and Standards Policy Manual. We have also become familiar with the ICD-10 approved diagnosis list that are "acceptable" billable codes needed to get claims paid under the clinical services divisions.

We provide 24 hour turnaround on claim submissions.

We are familiar with the weekly and monthly billing and reporting requirements outlined in the RFP requirements and we have no problem to adhere to that schedule.

Currently we have many clients that we obtain data from a multitude of other platforms both manually and electronically. We have the capability of learning new software with ease and can adapt to accommodate the requirements set forth to meet the specific needs of the clients. We are accustomed to having data in simultaneous platforms and this does not present a problem for our company. IF the CCHHS would like our company to perform the billing using the E- Clinical Works Practice Management Software we can do so with ease.

Our IT department can work with the E- Clinical Works team Information data system to work on any electronic format available and our company is flexible to work within any parameters. Many of our past projects have involved re-keying data from paper and we still get the job done.

We are fully electronic nationwide and utilize Trizetto as our clearinghouse for claims submissions. We are pro-active in our follow up efforts, resulting in increases in cash flow. Our follow up begins at 21 days. We have a proven track record of increased collections and reimbursement. It would not be problematic for us to obtain EDI enrollment as we have already passed all electronic testing of claims to submit claims electronically for Fiscal Intermediaries in all States.

STAT Medical provides complete life cycle claim management, including billing primary, secondary, tertiary insurance carriers as well as patients. We appeal claims and monitor reimbursements to increase income and cash flow for our clients. We provide excellent customer service and client support to our providers and their patients. We can offer extended evening and weekend hours for patient inquiries.

STAT Medical handles rejected claims every day. Denials are differentiated at the system level, the Provider agency level, the provider level and/or the patient or claim level. We can also identify if it is a coding or billing issue, eligibility and our reporting capability is customized to the specifications of the client's needs. All our reports are customer specified and available for reproduction on demand. Our monthly reports can detail all of the CCHHS requirements.



We strive to reduce denials before they happen. Our software has built in edits that minimize errors before claims are submitted. We do our research and up front due diligence when starting new clients so that mass rejections such as missing or invalid taxonomy codes don't occur. We are accustomed to handling both large claim volume and a backlog of claims and resubmissions. This doesn't present a problem or a challenge for our organization. Having billing knowledge and expertise prevents compounding the problem of adding more denials to the pile. We are confident that not only can we get the "older" and rejected claims paid we will reduce the future denials from happening from correcting the problems, and producing cleaner and accurate claims.

We have conducted many previous seminars and coding training for providers in the past. Some past topics have included: Evaluation and Management Coding Guidelines, Documentation Guidelines in Primary Care, Critical Care Training and Coding, Avoiding Fraud and Abuse. As well we educate our providers as we start to analyze denials when we identify trends and issues as they arise.

We believe in constant communication and transparent reporting with our clients not just at the onset and during the transition, but for the entire duration of our contractual relationship. We have maintained clients for many years and have stellar references. Benchmarks of our accomplishments include the fact that 82 percent of our A/R is less than 60 days, significantly below national averages. We also provide coding services, and or we can recommend an outside vendor for highly complex coding services, using one of our Corporate Affiliates, The Coding Network.

10. Professional Team

Name	Length	Title	Duties	Achievements	Responsibility with CCHHS
Sharon Hollander	30 Years	President	Oversee all areas of Operations	30 years running a successful company	Oversee the implementation Main Contact
Roxanna Aranda	16 Years at STAT	Billing Manager	Leader implementation and supervisor Billing staff	Excels at problem solving Graduate with Medical Billing Diploma	Supervise the work flow of CCDHHS – Prepare Monthly reports
Patricia Melchor	3 years at STAT and 1 years prior customer service experience	Billing Supervisor	Lead biller posts charges checks accuracy electronic claims and payments	Excellent customer service skills. Graduate with Medical Billing Diploma	Oversee and perform the daily work
Oscar Lopez	2 years at STAT 6 years prior customer service experience	Senior account representative	Post charges, payments and follow up on outstanding claims to insurance companies	Trouble shoots problems	Daily work
Alejandra Malik	1.5 years at STAT	Senior follow up rep and	Lead in Payment	Excels at balancing large	Oversee department



	Payment	Posting	deposits.	assigned to the
	poster	Department		payment
		Post payments		posting of
		and follows up		EOBS and bank
		on denials and		statements/lock
		partial pays		box



Resume

Sharon Hollander

Professional Experience

1994-Present STAT Medical Consulting, Inc. Encino, CA

CEO

Comprehensive Medical Billing Service specializing in providing stellar accounts receivable management services to solo practitioners and smaller group practices for in all medical specialties. Experience in Practice Management Consulting, and Physician Billing since 1994. Employ and supervise 10-17 employees for coding, accounts receivable management services, collections, and customer service.

Provision of educational training past topics include for CME credits:

Improving Billing Efficiency

Coding

Specialized coding projects as assigned

Fraud and Abuse

Compliance

Author <u>Medical Billing Horror Stories</u>,

Non- Fiction Published by Abbott Press, 2013. Available at all Retail Booksellers including Amazon and Barnes and Noble. Thriller fiction book(s) in progress.

2012- present Lanemates Encino, CA

CEO

Online Swim Network site for swim enthusiasts. Website design, SEO marketing,

online advertising and sales.

1992-1994 Triad Healthcare Encino, CA

MSO Director Physician Billing Department Developed and created a physician CBO for work

-Grossman Burn Center and Sherman Oaks Hospital and Health Center, West Valley Community

Hospital.

1989-1992 Kapner, Wolfberg And Associates Van Nuys, CA

Cash Examiner 100 percent nationwide travel to hospitals to perform retrospective payment audits for

unreported reimbursement, explanation of benefit analysis for large and small community hospitals, to recoup a total of over 5 million dollars in unreported income to my

company. Audited over 74 hospitals including but not limited to:



- Hershey Medical Center
- Tampa General Hospital
- Orlando Regional Medical Center (AMI Orlando)
- University of Illinois
- University of Wisconsin
- University of Pennsylvania
- George Washington Hospital
- Lansing General
- Toledo Hospital

1987-1989

Professional Management Services

Practice Management Consultant for various medical groups, practice evaluations and

projects.

1985-1987 All Valley Medical Group

Administrator for a busy primary care medical group.

Education

California State University Northridge

Graduate Studies on Health Service Administration

1984 York University, Ontario Canada

Bachelor of Arts

Physiology and Psychology Major



Mission Hills, CA

roxy247@live.com

(818) 322-8534

Confident and focused Medical Billing Specialist with 16+ years of experience interpreting and tracking complex billing and coding information. Identifies hidden revenue by uncovering process inefficiencies, coding errors and claim denial patterns.

Authorized to work in the US for any employer

Work Experience

MEDICAL BILLING MANAGER

STAT MEDICAL CONSULTING, INC - Encino, CA

October 2002 to Present

Keyed in all charges and insured all CPT and ICD-10 codes were correct. Submitted claims on a timely manner. Performed follow up and collections. Operated heavy phones. Credentialing for various insurance carriers. Verified benefits and eligibility for patients. Requested prior authorizations. Demonstrated leadership skills that enable the processing of high volumes of patient information to achieve revenue generation goals. Worked collections which included mailing of correspondence, working with patients to establish promissory notes for payment and if necessary forwarded accounts to collection agency. Oversees the operations of the billing department, encompassing medical coding, charge entry, claims submissions, payment posting, accounts receivable follow-up, and reimbursement management. Client contact for large medical groups and contracts. Possess excellent customer service skills. Remain calm and able to handle a high pressure work environment.

Education

Child Development

Mission College - Sylmar, CA March 2018

Certifications/Licenses

Medical Billing and Coding Bryman College 2011



Patricia Melchor

8108 Langdon Ave. Van Nuys, CA 91406 (818)741-5459

patriciamelchor45@gmail.com

Highly organized and dependable Medical Billing Specialist with hands-on experience. I Offer skills in the medical billing process, with a special focus on the accuracy of billing information and processes.

Experience:

Stat Medical Consulting, Inc Encino, CA

<u>Billing Supervisor</u> March 2015-Present

I have been employed here since 2015. My responsibilities include training and supervising the staff. Accurately entering patient demographics, posting charges and payments and the claims accuracy, by making sure the claims go to the correct insurance. Making sure outstanding claims get paid. I can work off an aging report. I know how to read an EOB and properly post payments. I am in charge of sending doctor's office a spreadsheet of patient balances, Monthly Production of Month End reports. Providing excellent customer service to our clients on a daily basis. Assisting clients with inquires as well as patients. Expertise in billing in the following specialties: Psychiatry, Internal Medicine/ Pulmonary, allergist billing, General Surgery billing and Family practice billing, including ancillary services lab, xray and injections. I can comfortably navigate external websites such as: Avility, NaviNet, OfficeAlly, Emdeon, Magellan, Blue Shield and other websites to verify eligibility and benefits and check claim status. Able to learn new software with ease and remain calm in a fast passed billing company. Train and provide orientation to new staff on billing and claims follow up. I have excellent oral and written communication skills.

Education:

United Education Institute (UEI) August 2017

Medical Billing and Insurance Coding Encino, CA

Birmingham Community Charter High August 2011

High school Diploma Lake Balboa, CA



Oscar D. Lopez

Oscar.lopez.011593.ol@gmail.com (818)916-0611

[Objective]

With 6 years of customer service training and a year of management experience my goal is to obtain a challenging leadership position in an established company where I can combine my skills.

[Experience]

Sr. ACCOUNT REPRESENTATIVE, STAT MEDICAL CONSULTING INC.

2016- present

- Manage the cashier team, enforce store policies, and safety regulations. Interview potential new hires for the department and evaluated current employees for promotions.
- Coordinate and update weekly schedule for cashier staff.
- Lead 4-week training course for new hires within the cashier department. Subjects covered included store policies, 120+ produce codes, register functions, payment procedures, cashier box organization, and more.
- Encourage all employees to up-sell items and weekly specials to increase total sales.
- Responsible for handling pickups of over \$1,000 from cash registers due to store security protocol.
- Audit and verify transactions daily to ensure all sales are done correctly and take disciplinary action when needed.
- Offer proficient customer service, providing solutions to complaints and reassuring unsatisfied costumers.

[SKILLS]

Bilingual (Spanish)

4+ years in sale transactions

6+ years in customer service

1+ years in management

[Education]

Current

Pierce community college

Woodland Hills, CA



Alejandra C. Malik

melchorale@gmail.com (818)481-9235

Motivated medical biller and coding specialist with experience in billing, and coding. Expertise in ICD-10, CPT, and HCPCS coding. Highly skilled in analyzing and validating patient information, diagnoses, and billing data. Demonstrated leadership skills that enable the processing of high volumes of patient information to achieve revenue generation goals.

Experience:

Patient Account Representative

June 2017- Present

Payment Posting Department

As a Patient Account Representative some of my duties include but are not limited to accurately reading both electronic and manual EOBs, calling patients and following up on unpaid claims. I reconcile payments from manual checks, EFTs and ERA's and credit card payments. I am familiar with balance billing and I am experienced in submitting appeals to insurances. I handle any billing request we receive. I make verify that we receive payment for the request and I make sure the records go to the correct place. I am knowledgeable of different types of insurance (PPO, HMO, IPA, Medicare, Medical, ETC). My main duties are to post large payment deposits and reconcile and balance to lock box deposits on a daily basis. I research any unapplied payments, and follow up on any underpaid CPT or denied payments. I assist in the preparation of month end reports and audit and perform other duties as assigned. I take patient inquires, set up patient monthly payment arrangements, and contact patients regarding their outstanding balances. I assist the billers in obtaining billing records and copies of EOBS.

Education:

Amelia Earhart High School 2007-2011
Pierce College 2017- Present



11. What Sets STAT Medical Apart

With over 24 years of experience, our clients have yielded an average savings in excess of \$35,000 (thirty-five thousand dollars) for each practitioner on an annual basis, and even more for small group practices. This is the equivalent to 1 FTE by outsourcing their billing, for a solo practitioner. We have kept up with all the changes in healthcare including the transition to two fiscal intermediaries and the migration from ICD-9 to ICD-10 without any interruption in cash flow.

Our software was able to handle the Y2K panic that so many vendors had worried about in December of 1999 without any issue. We continue to employ the latest technology to give our clients peace of mind and results. We have proven to be exactly what we say we are and do what we have promised to do.

What separates our services from the competition is the following:

- Software has up front edits to avoid claim denials.
- 24 years of proven experience and expertise in medical billing.
- No hidden fees or start-up costs
- Convert existing accounts receivable at no additional charge or percentage.
- Diligent to get claims paid.
- Accessible to our clients.
- Custom Reports at no additional costs.
- Coding and educational training to Providers
- Flexibility to meet the individual needs of the practice
- Proven track record and excellent references.
- All American based employee workforce.
- Live phone coverage during business hours.
- GSA advantage Vendor for the Federal Government

We get the claims paid! In a competitive marketplace longevity speaks volumes. When a client can keep the same billing company for 24 years, you know they are doing a great job, and we are that company.



12. Pricing

GSA Federal Pricing

Quote based on a percent of net collections per month.

Year 1	Year2	Year 3	Year 4
6.86 %	6.86%	6.86%	6.86%
Flu Vaccines: Per	Flu Vaccines: Per	Flu Vaccines: Per	Flu Vaccines: Per
Patient to Perform	Patient to Perform	Patient to Perform	Patient to Perform
Data Entry Only \$1/per			
patient flat fee	patient flat fee	patient flat fee	patient flat fee
Contracting &	Contracting &	Contracting &	Contracting &
Credentialing Services:	Credentialing Services:	Credentialing Services:	Credentialing Services:
No charge- Included in			
above fees	above fees	above fees	above fees

<u>Travel</u>

Any on- site meetings required will be reimbursed pursuant to the per diem rates set forth by the Federal government guidelines for travel.

Per diem rate of \$149 for lodging and meals.

Air travel lowest airfare available at cost reimbursement

Car rental: reimbursement at cost for lowest available

Mileage: Per Federal Rates of 55 cents/mile

CARSON CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

(DATES HERE)

BETWEEN <u>City of Carson DBA CARSON CITY HEALTH AND HUMAN SERVICES</u>

Herein after referred to as the "Covered Entity"

and
 Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

WHEREAS, Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

- I. DEFINITIONS. The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
 - 1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
 - 2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
 - 3. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
 - 4. Parties shall mean the Business Associate and the Covered Entity.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

- 1. Access to Protected Health Information. The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
- Access to Records. The Business Associate shall make its internal practices, books and records
 relating to the use and disclosure of protected health information available to the Covered Entity
 and to the Secretary for purposes of determining Business Associate's compliance with HIPAA
 Regulations.
- 3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
- 4. Agents and Subcontractors. The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
- 5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
- 6. Audits, Investigations, and Enforcement. If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
- 7. Breach or Other Improper Access, Use or Disclosure Reporting. The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
- 8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations.

The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.

- 9. Breach Pattern or Practice by Covered Entity. Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
- 10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
- 11. Litigation or Administrative Proceedings. The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
- 12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
- 13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
- 14. Privacy and Security Officer(s). The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
- 15. Safeguards. The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
- 16. Training. The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.

17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
- b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
- c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.

2. Prohibited Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF THE COVERED ENTITY

- 1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
- 2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
- 3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
- 4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. Effect of Termination:

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
- b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
- c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.
- 2. Term. The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
- 3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

- 1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
- 2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
- 3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum: and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
- 4. Interpretation. The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
- 5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
- 6. **Survival**. The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

COVERED ENTITY	BUSINESS ASSOCIATE
Carson City Health & Human Services (Business Name)	(Business Name)
900 E. Long Street (Business Address)	(Business Address)
Carson City, NV 89706 (City, State and Zip Code)	(City, State and Zip Code)
	(Business Phone Number)
	(Business FAX Number)
(Authorized Signature)	(Authorized Signature)
(Print Name)	(Print Name)
(Title)	(Title)
(Date)	(Date)