



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Carol Akers, Purchasing and Contracts Administrator and Nicki Aaker, Health and Human Services Director

Agenda Title: For Possible Action: Discussion and possible action regarding proposed Contract No. 23300219 with American Exchange to provide billing services for the Carson City Department of Health and Human Services (“CCHHS”), at a rate of 7 percent of net collections per month plus the cost of US postage for mailing patients statements and/or paper claims, effective January 5, 2023, through December 31, 2023, with the option to renew for four additional one-year terms. (Carol Akers, cakers@carson.org and Nicki Aaker naaker@carson.org)

Staff Summary: CCHHS 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, State Vaccine, Private Vaccine and Community Vaccine Outreach accounts.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve the contract as presented.

Board's Strategic Goal

Efficient Government

Previous Action

None

Background/Issues & Analysis

CCHHS is seeking to replace its previous billing services provider, STAT Medical Consulting, Inc., who, on August 23, 2022, notified CCHHS of their intent to exercise the right to terminate Contract No. 1819-127 for billing services with CCHHS, without cause, due to difficulty in hiring and maintaining staffing levels within the company. The contract with STAT Medical was for 6.86 percent of net collections.

A formal Request for Proposal was published in the Reno Gazette Journal and on Carson City’s website on September 30, 2022, and proposals were accepted through 2:00 p.m. on October 11, 2022. Two proposals were received, and the Review and Selection Committee selected American Exchange to recommend to the Board.

American Exchange was selected above the other firm based on its relevant experience and knowledge of billing for public health departments. American Exchange services facilities with similar requirements and volume of claims and has familiarity with programs already in use, such as the electronic medical record.

American Exchange also provides a team of qualified staff and a staffing structure to appropriately support the needs of CCHHS.

The fees and postage expenses are funded through revenues received from the various services provided.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Grant Fund: Clinical Services G680020002, 2756800-501225 Supplies; State Vaccine G680020003, 2756800-501225 Supplies; Private Vaccine G680020004, 2756800-501225 Supplies; Community Vaccine Outreach Private G680020027, 2756800-501225 Supplies; and Community Vaccine Outreach State G680020027, 2756800-501225 Other

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, the above identified grant numbers and expense accounts will be decreased by 7 percent of the net amount collected plus the cost of postage. The budget set for the services is \$50,000.

Alternatives

Do not approve contract and/or provide alternative direction to staff.

Attachments:

[23300219 Draft Contract.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 23300219

Title: Billing Services for Carson City Health and Human Services

THIS CONTRACT is made and entered into this _____ day of _____, 2023, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and American Exchange, 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) 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. 23300219** (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. REQUIRED APPROVAL:

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	_____
GL expires	_____
AL expires	_____
WC expires	_____
PL 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 January 5, 2023, subject to Carson City Board of Supervisors' approval (anticipated to be January 5, 2023) to December 31, 2023, 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:

Andrew Hetzler, CEO
American Exchange
605 Chestnut St., Suite 1210
Chattanooga, TN 37450
423-567-1075
Andrew.hetzler@amerianexchange.com

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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 **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon 7% of net collections per month, plus the cost of US postage for mailing patient statements and/or paper claims.

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. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **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 of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

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7.2 Termination for Nonappropriation:

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 nonexistence of any Notice of Termination. Untimely correction shall not void the right to

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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.

10. **FORCE MAJEURE:**

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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 Subsection 11.4 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.

12.4 **CONTRACTOR**, in addition to Section 11 (INDEMNIFICATION), shall indemnify and hold **CITY**

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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.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by

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

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13.22 PROFESSIONAL LIABILITY INSURANCE

13.22.1 *Minimum Limit required:*

13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

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.

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.

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.

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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. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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 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:

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 23300219

Title: Billing Services for Carson City Health and Human Services

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;

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.

INDEPENDENT CONTRACTOR AGREEMENT

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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.

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 23300219

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

Executive Office
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

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#
G680020002 Supplies 2756800-501225
G680020003 Supplies 2756800-501225
G680020004 Supplies 2756800-501225
G680020027 Supplies 2756800-501225
G680020027 Other 2756800-501225

By: _____

Dated _____

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 23300219

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: Andrew Hetzler

TITLE: CEO

FIRM: American Exchange

CARSON CITY BUSINESS LICENSE #: _____

Address: 605 Chestnut St., Suite 1210

City: Chattanooga **State:** TN **Zip Code:** 37450

Telephone: 423-567-1075 ext. 101

E-mail Address: Andrew.hetzler@americanexchange.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 23300219

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 January 5, 2023 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300219**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR

DATED this 5th day of January 2023.

ATTEST:

WILLIAM "SCOTT" HOEN, CLERK-RECORDER

DATED this 5th day of January 2023.



Making healthcare work better for you

Proposal

RFP # 23300219

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

American Exchange

Andrew Hetzler, CEO
605 Chestnut St., Suite 1210
Chattanooga, TN 37450
Phone: 423.567.1075 ext. 101
Cell: 423.617.0108
Andrew.hetzler@americanexchange.com





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Scope of Work

1.2.1. Statement of Project Understanding

Carson City Health and Humans Services, hereafter referred to as the City, is seeking an experienced vendor to provide medical billing, collections, and scheduled reporting services using eClinicalWorks as its platform.

American Exchange has been providing revenue cycle management services, including billing and collections, for state and county public health departments and private providers since 2019. Our revenue cycle team has experience across all payers and all services types. Our coders are American Academy of Professional Coder (AAPC)-certified with a clean claims rate of 90%. They are expert at streamlining processes/creating efficiencies, reducing denials, and improving time to revenue rates for our clients.

1.2.2. Project Approach

Building a comprehensive strategy to ensure seamless and timely execution of all new third-party billing projects is a critical component of American Exchange's white glove service. Our approach has enabled us to successfully onboard private and public health clients efficiently and quickly. It involves four (4) phases:

1. Data Gathering
2. Development
3. Training
4. Deployment.

Phase 1: Data Gathering

During the data gathering phase, we facilitate an open line of communication to ensure a thorough understanding of all project objectives, roles, and timelines. Data gathered at this stage will provide the building blocks for program success among American Exchange staff, City staff, and other program stakeholders (if applicable). This step is critical for our technical approach. The information we gather includes:

Practice/Group Information

- Practice Name
- Physical Address
- Pay to Address
- Tax ID
- NPI
- Taxonomy



- Fax Number
- Fee Schedules

Provider Information

- Provider Name
- Title
- NPI
- Tax ID
- Taxonomy
- Specialty
- Physical Address
- Pay to Address
- Discuss list of insurances the City wants to credential

System Users

- American Exchange identifies staff members who will need access the eClinicalWorks, Trizetto, and TransactRx.

Phase 2: Development Phase

Introduction Meeting

Call Time: approximately 45-60 minutes

We begin with a call to establish the workflows and timeline for implementation and beyond. During this call, all key stakeholders on the account should attend. We discuss the overview of roles and responsibilities for the City and their American Exchange counterparts. We also ensure that staff from both parties are aware of their roles. We also review the implementation timeline and milestone target dates, including training and training resources.

Data Analysis Meeting

Call Time: 90 minutes

We discuss the systems used by the City (eClinicalWorks, Trizetto, and TransactRx) identify systems/components for which American Exchange staff will require training, identify trainers, and establish a training schedule. Our staff has experience with eClinicalWorks, but client-specific training to learn how you use the system would be beneficial. We will also ensure that staff from both parties are aware of their roles.

Once we set milestones, we establish a timeline for completion of each milestone itemized in the implementation plan. We define and label all roles and responsibilities, as well as contract start date and deliverable/due dates. We then review the plan with the City before finalizing.



Phase 3: Training

This step will be necessary only if training is needed, either by the City or American Exchange. We will identify these needs during phases 1-2.

Phase 4: Deployment

We begin delivering contracted services using processes successfully implemented for numerous public and private healthcare organizations.

Billing Receivables Process

American Exchange has provided medical insurance billing services for more than four years. Our staff has experience using eClinicalWorks, Trizetto, and TransactRx, so we are familiar with using the systems to efficiently perform billing services; we will be able to seamlessly implement all aspects of the billing, collections, and reporting activities for the City.

We have constructed a philosophy based on our core value of transparency. The healthcare industry is ever-changing, so we foster a culture of interdisciplinary collaboration in every situation that supports proper and ethical practices. This includes keeping licenses and certifications current; participating in ongoing education to ensure we are abreast of current practices, policies, and regulations; and working proactively to anticipate any changes that would impact the revenue cycle process.

Our HIPAA-compliant billing process includes five steps, detailed below.

1. Start of a Claim

We use an online intake process to facilitate patient experience and eliminate manual errors. There are two steps in our intake process:

- Entering patient demographic information into our system.
 - American Exchange double-checks each patient's eligibility with Medicare, Medicaid, and private carriers before beginning the claim submission process.
- If we find an eligibility issue, we will communicate directly with the provider. We can rectify the situation or allow the provider to correct the claim and return it to us.

2. Submit a Claim

After eligibility has been verified, we review the claim line item by line item. This process is called scrubbing. We use claims editing software to ensure that the proper ICD/CPT/HCP/REV codes are used on the claim and are in compliance with the current Centers for Medicare & Medicare Services (CMS) standards. If the claim clears the scrubbing process, we send it to the payor for processing.

If the claim does not clear the scrubbing process, we inform the provider. We include details of the error, as well as the CMS recommendation for correcting the claim.



3. Manage Claims

American Exchange has a clean claims rate of 90%. Once we receive an approved claim from the payer, we move it to step 4, Manage Accounts Receivable. If the claim has been denied, we re-scrub the claim to identify the error:

- If there was a coding error, which is rare, we will correct the error and resubmit the claim.
- If the coding was correct, we reach out to the provider to get the necessary information to file a corrected claim, or we file an appeal.

American Exchange has extensive experience in appeals management, thus if an appeal is required, we can handle the process from start to finish.

4. Manage Accounts Receivable (A/R)

American Exchange understands that we will be responsible for soft collection services and patient payment plan initiation and monthly collections for the City. If the patient has secondary coverage, we will file the claim with the second payer once we receive the explanation of benefits (EOB) from the primary payer. We will write off any hardship cases that you identify.

Once the claim has finalized, we:

- Reconcile the payment from the carriers with the patient's account. If the carrier did not reimburse at the proper rate, we reach out to the carrier to have the amount rectified.
- If there is patient responsibility, American Exchange will generate a patient bill and begin correspondence with the responsible party.
 - We accept multiple forms of payment, including but not limited to, credit cards and debit cards.
- American Exchange can set up payment plans with patients to ensure accounts don't go delinquent.
 - We will report delinquent accounts to the City and write off accounts you identify as hardship cases to adhere to Federal Title X Program Guidelines.

5. Analyze/Report

We proactively review data to identify problem payers, issues in the process, or issues with procedures/conditions. American Exchange will work directly with the City and its providers to determine the best standard operating procedures for monitoring accounts receivable (A/R) performance. Based on the RFP, we will meet all reporting requirements:

- Daily completion of and reporting of billing patients
- Daily completion and reporting of payments applied to the cost center and accounts.
 - These reports include checking clearinghouse websites for EFTs and are reconciled against the City's Bank Statement, Posting EFT, and Preparing EFT deposits.



- A monthly aging report and billing register, which includes receivables outstanding over 120 days (total all A/R over 120 days / total A/R)
 - Our outstanding A/R goals, as specified, is <25% total A/R greater than 60 days and <10% greater than 120 days.
- Denial rate (total number of claims denied / total number of claims remitted by payer type detailed by payer)
 - Our goal, as specified, is <10% per month per payer.
- Resolved rate (total number of claims paid for 90 days / total number of claims submitted for 90 days)
- Net collection rate per month (total payments collected / total \$ charges)
- First rate pass acceptance rate per month (number of claims paid on the first pass submission to payer / total number of claims submitted)
- Monthly reconciliation of aging report showing billing, adjustments, payments, and balances
- Monthly competition and reporting of refunds for overpayments
- Initial and monthly collections related to patient payment plans
- A monthly collection report showing collection percentage, both gross and against allowable
- A quarterly Title X revenue report delineated by patient payments and payer type (Medicaid and Medicaid MCO, private, and other)
 - These reports will be delivered on March 31, June 20, September 30, and December 31.
- Annual fiscal year-end summary report and graphs.

1.2.3. Schedule/Timelines for Project Completion

American Exchange has extensive experience developing and deploying implementation plans for new programs we work with. We base our approach on industry best practices established by the Project Management Institute. Our flexible approach allows us to quickly adapt to new processes, and our experience allows us to identify how we can make a process more efficient.

We have found that the implementation plan and its transparency facilitate improved communications between our team and our client, mitigates risk, and increases overall client satisfaction. Our implementation plan:

- Defines goals and objectives.
- Identifies major tasks required to accomplish each objective.
- Breaks the tasks down into manageable subtasks.
- Designates ownership of all tasks and subtasks.
- Assigns due dates (milestones) necessary to successfully complete each subtask.
- Allocates all necessary nonhuman resources.
- Identifies potential risks and includes contingencies.



We provide a high-level implementation plan created for one of our clients as an example of the plan we will create to meet the City’s’ goals and objectives on the following page.

Implementation Plan:

Harmony	COMPANY NAME	American Exchange		
Bridget Samojedon	DATE	2/15/21		
TASK TITLE	WEEK 1			WEEK 2
	WEEK 1	WEEK 2	WEEK 3	WEEK 4
1 Analysis of Current Situation				
1.1 Leadership Kickoff Meetings				
1.2 Contracted Payer Status				
1.3 NPI Status				
1.4 Establish Priority Payers				
1.5 Provider Data Gathering				
2 Project Plan				
2.1 Priority Payers/Providers/Needs				
2.2 Timeline for Client with Deliverables				
2.3 Project Contacts				
2.4 Communication Plan				

1.2.4. Cost Proposal

The cost of our services is 7% of revenue collections and the cost of US postage for mailing patient statements and/or paper claims.

1.2.5. Key Personnel

American Exchange’s leadership and operational team brings more than just revenue cycle management experience, – we offer a wealth of public and private healthcare industry expertise in all aspects of coding/claims administration across all payer and service types.

1.2.5.a. Key Staff, including Project Manager Information

Our chief executive officer (CEO), Andrew Hetzler, has worked with public health clients for nearly 10 years; he will provide executive oversight of this contract. Prior to becoming CEO,



Andrew led American Exchange's project management efforts for Ryan White programs throughout the country.

Project Manager

Bridget Samojeden, Director, Revenue Cycle Management Services, reports directly to Andrew; she will be the project manager for this contract. She will oversee day-to-day operations for the City's billing services to ensure all deliverable and reporting requirements are achieved.

Bridget is an accomplished practice administrator, with nearly 20 years' experience overseeing day-to-day operations of multi-unit medical facilities. She is an expert in authorizations, standards of care, medical/insurance coding across all payers and plan types, billing and collections, accounts receivable management, and compliance.

Bridget drives process efficiencies and improves financial performance, staff retention, and customer satisfaction. She oversees an experienced team of American Academy of Professional Coders (AAPC)-certified coders, credentialing, and billing experts across all payers, including Medicare, Medicaid, Veterans Affairs, and commercial insurers. She ensures that all revenue cycle staff stay abreast of medical and behavioral health coding and industry changes, as well as that staff participate in continuing education throughout the year to keep their licensures and certifications current.

Her exceptional communications skills build strong relationships among the American Exchange team, clients, clinical and non-clinical staff, insurers, and patients. She promptly and effectively mitigates issues and ensures timely delivery of high-quality services that meet client needs.

Pamela Green, CPC, Coding and Billing Lead

Pam is a certified coder with more than 13 years' experience providing coding, claims submission, and denial management services across a wide range of patient medical records, ensuring accuracy of coding and maintaining records in accordance with accepted medical and legal standards. She received her Certified Professional Coder® (CPC) and ICD-10 Compliance Certifications from American Academy of Professional Coders (AAPC).

Pam's coding expertise includes ICD-10-CM/PCS, CPT, American Hospital Association (AHA) Coding Clinic, CPT Assistant, CMS rules and regulations, and Federally Qualified Health Center (FQHC)-specific coding and abstracting guidelines. She also has coding experience across all payers, including Medicare and Medicare Advantage Plans, Medicaid and Medicaid Managed Care Organizations, and commercial insurers, as well Title X and vaccinate administration services. Pam earns continuing education units for staying abreast of coding industry and program-specific billing changes.



She is responsible for coding and submitting claims on a daily basis, assigning CPT and ICD-10 codes to accurately document the level of medical services delivered to each patient to maximize provider revenue. Pam's efforts lead to leaner claims submissions, faster reimbursements, and fewer denials. She also educates client and internal staff about coding changes and areas where they are experiencing coding difficulties.

Resumes for Bridget Samojeden and Pam Green are provided as Attachment 1 at the end of this response.

1.2.5.b. Relevant Experience

Founded in 2013, American Exchange is nationally known for simplifying and explaining health insurance enrollment, delivering incredible customer service, and providing our healthcare clients with innovative, technology-based solutions for their specific program challenges. We currently provide Ryan White enrollment, premium payment, credentialing, and revenue cycle management services for clients located in 15 states: Arizona, Florida, Georgia, Illinois, Indiana, Mississippi, Missouri, New Hampshire, Ohio, Oklahoma, South Carolina, Tennessee, and Texas. We will soon begin providing Ryan White enrollment services in California and Washington.

American Exchange Serves Clients Across the United States





Since 2019, American Exchange has provided revenue cycle management expertise through full-service solutions or individual reimbursement services. We are revenue cycle management experts. We provide full-service solutions or individual reimbursement services to public health and private providers.

Our experts work with you to identify challenges, educate your staff on industry changes, and implement best practices to streamline processes and increase revenue. Our efforts not only strengthen your organization, they improve access to care in your community.

In 2022, Healthcare Business Review named American Exchange one of the top companies providing revenue cycle management solutions.

American Exchange currently provides revenue cycle management services, including coding, auditing, and training to providers, community-based organizations (CBOs) and public health clients (state and county governments) throughout the United States. Our expert team thoroughly understands the complexities of public program and private insurance billing practices.



- We are experts in all specialty and subsidy programs, like Title X
- We are experienced with all types of payers, including:
 - Medicare and Medicare Advantage Plans
 - State Medicaid programs and Medicaid Managed Care Organizations
 - Affordable Care Act (ACA) plans and carrier networks throughout the US
 - Veterans Affairs/TRICARE
 - Commercial payers.

We work closely with each client on a daily basis to ensure they are appropriately coding claims the first time to reduce burdensome denials, maximize reimbursement, and minimize the time of payer adjudication. This hands-on experience enables us to better understand the issues impacting coding and billing at the individual provider level and puts our AAPC-certified coders' expertise to work on a daily basis.

Immunization Experience

American Exchange has a proven track record of increasing revenue and decreasing denials. For instance, a county health department was not receiving Medicare reimbursement for immunizations. Our staff identified the issue, educated our client's staff, and recovered outstanding revenue for immunizations from the previous 12-month period.

We also discovered that another client underbilled Medicaid for vaccinations and other services. American Exchange identified all the CPT codes that were underbilled, obtained carrier fee schedules, and adjusted pricing in the system to ensure maximum reimbursement. In the first month, we were able to increase revenue by \$150,000.



Proven Value Delivered to Clients

The following coding and billing success stories further prove the value American Exchange delivers to clients of all sizes.

- American Exchange works within a large county health department's billing system to code and file claims to carriers and patients for all services provided in their nine clinics. We audit each note and ensure each billable service was translated into a claim line item, as well as verify that the appropriate level of service was selected. We also verify insurance status for every patient, and ensure the proper carrier is filed on all claims. We post payments and perform all accounts receivable services, including denial management. Our AAPC-certified coding experts advise and train staff and providers on industry and coding changes as they occur.
- American Exchange provides a full array of revenue cycle management services to a Community-based organization (CBO) within the public health sector. We implemented a billing system and ensured no lost revenue when the CBO terminated its contract with its previous billing vendor. We set up the system, converted the data from the previous medical record system to our billing software, and launched the system in just a few short weeks. We were able to successfully complete this conversion and implementation with no issues due to the experience and knowledge of our expert team. In addition to providing billing, coding, and other revenue cycle management services, we advise providers on coding and industry changes and conduct training as needed.
- For a large public health department, we cleared a backlog of approximately 40,000 unbilled claims, collecting more than \$1.4 million in revenue. We properly coded claims, verified and corrected insurance coverage, and submitted claims to payers. To proactively prevent future backlogs, we educated their providers on coding and claim issues and made corrections as needed. We assisted the client with a Title X audit by quickly submitting claims that had been outstanding for 12 months to bring their clinic up-to-date.
- We quickly assisted an academic client establish and credential a laboratory for rapid COVID-19 testing. We educated providers and client staff on the proper coding procedures for COVID vaccination administration and tests, as well as kept them abreast of the payer telehealth policies and changes, which evolved throughout the pandemic. We contacted payers for allowable amounts for these services, advised the client of pricing, and were extremely successful in obtaining payment for both COVID testing and telehealth services. We helped our client maintain revenue through the crisis, ensuring they were paid for the services they provided. We also used the knowledge we obtained to educate and train other clients regarding proper COVID-related billing procedures.



1.2.5.c. Demonstrated Commitment and Availability

American Exchange commits to delivering exceptional customer service, industry-specific insight, process improvements, and better time to revenue for every client we serve. We are adept at assigning the proper staffing levels to each contract, with the right licensure and billing experience as required based on the services our clients require.

For this opportunity, we derived our staffing levels on the providers and volumes provided in the RFP. We will finalize our staffing level during the data gathering phase of our implementation strategy. By asking the right questions and getting in-depth client historical data, we can identify trends that have the highest impact for our staffing. The analysis allows us to assign staff based on patient volumes and to know when to train and prepare additional staff during peak seasons, such as when the City provides school- and community-based influenza vaccinations.

1.2.5.d. Accessibility to Carson City Staff

American Exchange is committed to providing exceptional customer service to all our clients. Our revenue cycle management staff is available Monday-Friday from 9:00 a.m. - 5:00 p.m. Eastern Time, excluding company holidays. We can be reached by phone or email during business hours.

Throughout the contract, we will conduct periodic meetings to review accounts receivable and other services. During the implementation phase, we recommend meeting at least weekly to ensure a smooth roll out. Once the contract is underway, we meet monthly, with ad hoc meetings scheduled as needed. We are also proactive; when we see a trend or identify efficiencies that could be made, we will schedule a meeting to discuss the information.

System Support

American Exchange will provide full software training during implementation on our electronic health record (EHR) solution. We will also provide the City and its stakeholders with materials for training when new employees are hired. Our solutions have direct support via email, portal, or phone submission. For software-related issues, tickets can be opened through the multimode options listed and will be responded to within 24 hours. Users will receive confirmation emails of the ticket generation, status updates, and completion. The hours of operation for the call center are 8:00 a.m. AM-8:00 p.m. for all EHR-related questions.

During EHR system implementation, we train all relevant stakeholders and provide links to the support knowledgebase for ongoing self-support. Our initial user onboarding includes role-based training sessions, which means that depending on each person's role, the training could take up to 2 hours each for a total of 5 sessions. The focus is to create super users within the organization to serve as internal system experts. Additional training and development can be purchased at a cost of \$150/hour in increments of 1 hour. These can be focused or general user training sessions; however, the client needs additional support.

EXPERIENCE SUMMARY

Bridget is a project management expert with nearly two decades of experience across multiple healthcare settings. She has a proven record of increasing revenue, profits, efficiencies, and customer satisfaction. She uses her skills/knowledge in organizing, planning, coordinating, and investigating/resolving problems to successfully lead American Exchange's revenue cycle management (RCM) department, which seamlessly processes 15,000 claims daily. Bridget is an outstanding listener who effectively communicates and builds rapport with people from diverse backgrounds, including clients, patients, staff, executives, insurance carriers, and vendors.

EMPLOYMENT HISTORY**Director, Revenue Cycle Management, American Exchange, 2020-present**

- Leads new client implementation, which includes discovery, auditing of current processes, plan development, client/staff training, and analytics/reporting.
- Establishes client-specific deliverables and manage staff to ensure efficient processing of all tasks within required timeframes.
- Serves as primary point of contact for medical billing/revenue cycle management clients. Participates in meetings, resolves issues, and suggests process improvements.
- Sets up clients in new EHR/PMR; includes loading of procedure and diagnosis codes, HCPCS codes with NDC information, prices, insurance carriers, practice locations, etc. For clients with their own system, like Genesee County, oversees set up, user access, and training required to quickly implement and accurately begin work on the new system. Troubleshoots issues.
- Completes electronic data interchange (EDI) agreements with payers and clients to facilitate efficient claims processing and secure information sharing.
- Oversees all credentialing, coding, insurance verification, billing, and collections activities.
- Generates client-specific and internal performance reports and shares results.
- Stays abreast of health insurance industry regulations/laws, trains staff, clients, and providers.
- Develops training manuals, audit reports, and various other topics as required.
- Ensures all staff and clients adhere to HIPAA compliance and patient rights regulations.

Regional Director of Operations, Prosipra PainCare, Inc., 2018-2020

- Oversaw operational effectiveness, cost containment, quality of care, and call center operations for 16 medical practices; maintained a 98% phone answer rate. Provided strategic leadership and direction, including the coordinator of all practice activities.
- Collaborated with team members to conduct and administer fiscal operations, including accounting, planning budgets, authorizing expenditures, and coordinating financial reporting.
- Set standardization for cash intake reconciliation from the front desk to the finance team.
- Oversaw all activities for a centralized insurance verification team.
- Directed office managers on how to successfully run a medical business office to support growth, including implementing standard operating procedures throughout all 16 practices.
- Created reports within EMR system to analyze overall performance.
- Brought in new lines of service to treat patients in pain.
- Handles all hiring, orientation, scheduling, customer and staff retention, and development to ensure effective performance.
- Used data to improve service delivery and employee performance. Successes include decreasing the booking window for new patients to 5-7 days by creating schedule templates.

Practice Administrator, Orlando Family Physicians, 2017-2018

- Served as Administrator of multi-provider practice, managing projects plan, scope, resources, time risk, quality, and reporting.
- Delivered revenue and profit plans while maintaining a budget.
- Monitored patient scheduling, insurance verification, vacation schedule, payroll, approval of invoices, and human resource functions.
- Coached and mentored staff on meeting measures for MIPS, HEDIS, and PCMH within eClinical(eCW).
- Maintained and updated ACHA, OSHA, HIPAA, Bio-waste Books.

Vice President – Patient Financials Services, Orlando Health Imaging Centers, 2014-2017

- Streamlined billing and collections processes for 5 radiology offices by creating, implementing, and enforcing policies and procedures; processed \$1.2 million in monthly reconciliations.
- Credentialed providers with AHCA, Medicare, Medicaid, MQSA, and insurance and managed care companies; negotiated fee schedules with insurance companies.
- Oversaw claims processing, insurance verification, appeals, denials, audit analysis, and itemized bills for patients; increased collection of 10% by working claims aggressively.
- Improved billing department balancing, reconciling, and cash posting; brought a backlog from 45 to current and maintained that standard.
- Completed month-end closing and quarterly and year-end billing audits.
- Prepared projected revenue and accounts receivables reports.
- Monitored billing staff performance and took corrective action when needed.

Chief Operating Officer, Boston Diagnostic Imaging/West Coast Radiology, 2003-2014

- Managed day to day activities of a multi-million dollar outpatient radiology/imaging center performing 8,000 procedures per month. Duties included identifying/addressing issues impacting patient service delivery. Centralizing scheduling and pre-registration improvements saved more than \$80,000 per year.
- As PACS (Picture Archiving and Communications System) and RIS (Radiology Information System) Administrator, provided management oversight for the development of high quality, cost-effective, and integrated programs in offices.
- Ensured compliance with IDTF manuals, ACR, peer-review, bio-waste, and MQSA standards and regulations.
- Interviewed, hired, trained, coached, mentored, motivated, evaluated, and terminated staff.
- Monitored budgets and purchases.
- Oversaw phone/fax conversions and handled implementation/training on software upgrades and enhancements.

EDUCATION

Associate degree in Health Services, Valencia College, 2021

Billing & Coding Lead

EXPERIENCE SUMMARY

Pam is a Certified Professional Coder® (CPC) with ICD-10 Compliance Certification. She has more than 13 years' experience providing coding, claims submission, and denial management services across a wide range of patient medical records, ensuring accuracy of coding and maintaining records in accordance with accepted medical and legal standards. Pam has coding experience across all payers, including Medicare and Medicare Advantage Plans, Medicaid and Medicaid Managed Care Organizations, and commercial insurers. She earns continuing education units for staying abreast of coding industry and program-specific billing changes.

EMPLOYMENT HISTORY

Billing & Coding Lead, American Exchange, 2019-present

Serves as an ICD-10 coding specialist and claims processor. Researches refund requests and recoupments, invoices clients, handles collections, and works closely with patients to answer questions and resolve issues. Specific responsibilities include:

- ICD-10 Coding Specialist
 - Continuing Education for updates of CMS Guidelines
- Payment Poster
 - Proficient in reading and posting of Insurance explanation of benefits.
 - Posting Electronic payments and Checks
 - Medicare
 - Medicaid
 - Commercial
- Follow Up Specialist
 - Research of Refund Requests and Recoupments.
 - Timely submission and research of appeals and denials
 - Medicare
 - Medicaid
 - Commercial
- Chart Auditing
- Special Public Health Program Billing
 - Family planning
 - STD
 - Pediatric
 - Adult travel and Immunizations
 - Laboratory

Professional Biller and Payment Poster, Medical Billing Management, 2016-2018

Responsible for coding, billing, and collections across Medicare, Medicaid, and commercial insurers. Specific duties included:

- Payment Posting and daily balancing of electronic and paper check payments
- Invoicing within several computer systems; ensured accuracy of input information
- Payment processing, including addressing patient questions concerning their bills

Professional Biller & Coder, Mobile Imaging, 2015

Provided ICD-10 radiology coding and billing services for mobile imaging service across Medicare, Medicaid, and commercial payers. Specific responsibilities included:

- Extracting diagnosis from medical records and ensure CMS guidelines were adhered to
- Skilled and Non-Skilled Census assignment
- Hospice Billing

Professional Biller, Coder, and Follow Up Specialist, Memorial Mission Surgery Center, 2013-2014

Provided ICD-9 billing and coding services, handled denials management, and participated in collections efforts. Specific responsibilities included:

- ICD-9 coding and claims submissions, including GI coding
- Insurance follow-up
 - Appeals
 - Refunds
 - Patients Calls
 - Patient payments
- Personal Assistant to CEO for special projects, including managing insurance contracts

Professional Biller & Coder, In Good Health, 2008-2012

Provided ICD-9 coding, follow up, auditing, and payment posting services, including:

- Physician Billing
 - Nursing Home (skilled and non-skilled services)
 - Home Visits
 - Clinic visits
- Appeals and refunds

EDUCATION

Diploma and National Health Association (NHA) Certification in Professional Billing and Coding Services, Virginia College
Associate of Science degree in General Health Science Studies, Florida Hospital College of Health Science

CREDENTIALS

CPC Certification, American Academy of Professional Coders (AAPC), 2008-current
AAPC Certification in ICD-10 Compliance, 2015-current



Hereby confers upon

Pamela S Green

the title of

Certified Professional Coder™

For having satisfied all the requirements and having
successfully passed the examination given by AAPC.

In witness whereof, this certificate is granted by authority
of AAPC

this month of December, in the year two thousand eight.

President, National Advisory Board

CEO

CARSON CITY
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM
(DATES HERE)

BETWEEN

City of Carson DBA CARSON CITY HEALTH AND HUMAN SERVICES

Herein after referred to as the "Covered Entity"

and

AE Insurance LLC, doing business as American Exchange

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.
2. **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

Carson City Health & Human Services
(Business Name)

900 E. Long Street
(Business Address)

Carson City, NV 89706
(City, State and Zip Code)

775-887-2190
(Business Phone Number)

(Authorized Signature)

(Print Name)

(Title)

(Date)

BUSINESS ASSOCIATE

AE Insurance LLC, dba American Exchange
(Business Name)

605 Chestnut Street, Suite 1210
(Business Address)

Chattanooga, TN 37450
(City, State and Zip Code)

888.995.1674
(Business Phone Number)

423.567.1075
(Business FAX Number)

Andrew Hetzler
(Authorized Signature)

Andrew Hetzler
(Print Name)

Chief Executive Officer
(Title)

October 26, 2022
(Date)