



Big Bear Fire Authority

**BIG BEAR FIRE AUTHORITY
NOTICE & AGENDA OF ADMINISTRATIVE COMMITTEE MEETING
JANUARY 26, 2021**

To: Chairman John Green
Vice Chairman Dave Caretto
Director Rick Herrick
Director Al Ziegler

Fire Chief Jeff Willis
Assistant Chief-Fire Marshal Mike Maltby
Senior Finance Officer Kristin Mandolini
Authority Counsel Joey Sanchez
Local Media

CC: Director Karyn Oxandaboure
Director John Russo
Director Larry Walsh
Director Al Ziegler

NOTICE IS HEREBY GIVEN, that a meeting of the Administrative Committee of Big Bear Fire Authority will be held on Tuesday, January 26, 2021 at 4:30 p.m. Pursuant to Governor Newsom's Executive Order N-25-20 and N-29-20. The members of the Big Bear Fire Authority Board and the public shall participate in this meeting via teleconference; there is no in-person meeting location for this meeting. Public comment may be submitted by email as described below. This meeting is being called pursuant to Section 54956 of the Government Code of the State of California.

The Public may observe this meeting by:

- Calling (669) 900-6833 with meeting ID: or;
- Join Zoom Meeting online at <https://us02web.zoom.us/j/85477925299?pwd=YlBtdVlKMhFWL1U2OTJleTJTTXINUT09>
- Meeting ID: 854 7792 5299 with passcode 714289

This meeting will be recorded. Contact the Board Secretary to receive a copy of the recording.

OPEN SESSION

CALL TO ORDER

MOMENT OF SILENCE

ROLL CALL

GENERAL PUBLIC COMMENT - Public comment is permitted only on items on the posted agenda. Members of the public who wish to comment on matters before the Board are invited to submit comments via email to publicmeetingcomments@bigbearfire.org on or before Tuesday, January 26, 2021 at 2:00 p.m. Please limit comments to 300 words or less. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes.

DISCUSSION ITEMS

1. Ambulance Billing Contract

Administrative Committee consideration to recommend to the Board to approve the Air Methods/dba Complete Billing Services agreement for ambulance billing and collection services.

2. Type 1 Structure Engine Presentation from Specification Committee

Administrative Committee to receive and discuss presentation by Specification Committee and provide further direction staff.

ADJOURNMENT I hereby certify under penalty of perjury, under the laws of the State of California, the foregoing agenda was posted in accordance with the applicable legal requirements. Dated this 25th day of January, 2021.



Dawn E. Marschinke

The Big Bear Fire Authority wishes to make all of its public meetings accessible to the public. If you need special assistance to participate in this meeting, please contact Board Secretary Dawn Marschinke at 909-866-7566. Notification prior to the meeting will enable the Fire Authority to make reasonable arrangements to ensure accessibility to this meeting.



BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. 1

MEETING DATE: January 26, 2021

TO: Big Bear Fire Authority Administrative Committee

FROM: Jeff Willis, Fire Chief *[Signature]*

PREPARED BY: Kristin Mandolini, Senior Finance Officer *[Signature]*

SUBJECT: **AMBULANCE BILLING CONTRACT**

BACKGROUND:

Effective February 11, Sue McIlwain will be retiring after nearly thirty years of service with the Department. When the ambulance service transferred to the Fire Authority as a part of the consolidation, Sue was trained as the new ambulance biller. As her retirement date approaches quickly, the option of contracting out the service has been explored.

Our flight operations partner, Air Methods, has a division that performs this service. Air Methods/dba Complete Billing Services (CBS) has submitted an agreement for billing services (attachment A).

FISCAL IMPACT:

The cost for the ambulance billing and collection service is 4.75% of what is collected. Historically we collect an average of \$1.8 million per year, which would equate to a cost of approximately \$85,000 annually. The budgeted, fully-burdened cost for the in-house ambulance biller position is \$125,000, therefore our expenses would be reduced by approximately \$40,000.

STAFF RECOMMENDATION:

Administrative Committee consideration to recommend to the Board to approve the Air Methods/dba Complete Billing Services agreement for ambulance billing and collection services.

ATTACHMENT A: Air Methods dba/Complete Billing Services Agreement for Billing Services

AGREEMENT FOR BILLING SERVICES

This Agreement for Billing Services (“Agreement”) is made and entered into effective as of January __, 2021, between **Air Methods Corporation d/b/a Complete Billing Solutions** (hereinafter referred to as “CBS”), a Delaware corporation having its principal place of business at 5500 S. Quebec Street, Suite 300, Greenwood Village, Colorado 80111, and **Big Bear Fire Authority** (hereinafter referred to as “Provider”), having its principal place of business at 41090 Big Bear Boulevard, Big Bear Lake, California 92315. CBS and Provider are each sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, CBS is engaged in the business of providing billing services;

WHEREAS, Provider is engaged in the business of providing ground ambulance transportation;

WHEREAS, the Parties desire to establish a relationship whereby CBS shall be the exclusive provider of billing services for Provider’s ground ambulance program upon the terms and conditions contained in this Agreement; and

WHEREAS, the Parties: (i) desire to delineate clearly between their respective responsibilities and obligations; and (ii) intend that each Party shall be responsible and liable only for that Party’s respective responsibilities and obligations as specified in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **RELATIONSHIP OF THE PARTIES.** The relationship of the Parties as set forth in this Agreement is that of independent contractors. Nothing in this Agreement is intended or shall be construed as creating any kind of partnership, joint venture, or agency relationship between the Parties. Neither Party nor its employees, agents or subcontractors, if any, shall in any way be deemed to be employees, agents or subcontractors of the other Party. Each of the Parties shall be solely responsible for the method and manner in which it and its respective employees carry out the duties imposed on it by this Agreement, and neither Party shall exercise any control or direction over the methods by which the other Party and its respective employees perform their respective functions hereunder, except as may otherwise be provided in this Agreement.
2. **TERM.** This Agreement shall commence on February 1, 2021 (the “Effective Date”) and shall continue for a period of three (3) years (the “Initial Term”) unless earlier terminated in accordance with the terms of this Agreement. This Agreement may be extended for an additional three (3) years (“Renewal Term” and together with the Initial Term, the “Term”) upon mutual written agreement of the Parties, including agreement as to the compensation payable for CBS’s services during the Renewal Term.
3. **RESPONSIBILITIES OF PROVIDER.**
 - a. On a daily basis via facsimile or other appropriate means, Provider’s personnel will provide CBS with all patient charts and information for patient transports necessary to

produce a complete and accurate billing, including without limitation the information set forth on **ATTACHMENT I** which is incorporated herein by reference.

- b. Provider personnel will provide complete and accurate data to support medical necessity, to include:
 - i) Coverage requirements
 - ii) Medical appropriateness
 - iii) Time and mileage for ground transport
 - iv) Nearest available facility
 - v) Other documentation necessary to support such transport
- c. Provider personnel will assist in obtaining information from patients concerning insurance coverage when this data is available. Medical crews will attempt to provide this information as part of the patient charting prior to submitting patient charts to CBS for billing.
- d. Provider will assist in appealing all denied or partially denied claims.
- e. Provider will provide a monthly list of patient transports to be used as a crosscheck by CBS to ensure CBS has received documentation to support each transport.
- f. The selection of patients to be billed will be the responsibility of Provider. CBS will prepare bills for patients for whom billing information is provided to CBS, unless instructed not to send a bill before it is mailed.
- g. Provider will be responsible for setting Provider's rates. Provider will establish the Charge Schedule and provide regular updates of the Charge Schedule to CBS and will provide CBS with documentation of adjustments to the Charge Schedule. No rate change shall take effect until notice has been provided by Provider to CBS in writing with written confirmation of receipt from CBS.
- h. Provider shall maintain a separate Employer Identification Number (EIN) and separate Medicare and Medicaid provider Numbers.
- i. Provider is responsible for all credentialing and revalidation in any otherwise current enrollment of any Medicare and Medicaid.
- j. Provider will provide daily reports for all deposits and direct all EOBs, correspondence, an extra copy of each bank statement, and check copies to CBS.
- k. Provider will return all checks for insufficient funds to CBS.
- l. Provider will provide CBS copies of payment provisions in all Provider contracts affecting billing procedures or payment terms for Provider's ground ambulance services to allow CBS to properly bill and verify payment under any such contracts.
- m. Provider warrants that the patients to be billed by CBS have provided prior express consent, as that term is defined and interpreted for purposes of the Telephone Consumer Protection Act (47 U.S.C. § 227), to allow CBS to contact those patients by use of

prerecorded messages and an automatic telephone dialing system for phone calls, text messages, and faxes.

4. RESPONSIBILITIES OF CBS.

- a. CBS will operate a billing program on behalf of Provider's ground ambulance programs.
- b. CBS will initiate billing for all patients for whom it receives sufficient information unless specifically directed otherwise by Provider.
- c. CBS will bill patients once all information needed for billing has been obtained from Provider and processed.
- d. CBS shall ensure that all billing for Provider occurs only under the EIN assigned to Provider, and only under the official name linked with Provider's EIN.
- e. CBS will provide a nationwide toll-free telephone number for patients, third parties, and insurance payers to inquire about billing statements, account status, or to answer individual questions related to billing and payment.
- f. Upon request by Provider, CBS will assist Provider in negotiating preferred provider agreements on behalf of Provider and provide advice on enrollment and participation with insurance carriers. Provider will determine which agreements it wishes to accept and will execute all contractual agreements.
- g. CBS will work with Provider, through a continuous quality improvement process, to ensure that all information required for proper billing for Provider's ground ambulance services are captured in Provider's documentation.
- h. CBS will work with Provider to appeal claims denied for payment. Reasons for denial will be shared with Provider to eliminate or minimize future denials.
- i. Duplicate and overpayment amounts will be documented and provided by CBS with instructions for return of overpayment by Provider.
- j. CBS will submit reports for each calendar month which summarize all billings processed, collections on accounts, contractual adjustments, and accounts written off to bad debt and outstanding receivables. Additional reports not included within CBS's standard reporting package will be provided for an additional fee to be mutually agreed by the Parties.

5. RESPONSIBILITIES NOT ASSUMED BY PROVIDER. Provider shall not be required to answer questions from patients or others resulting from billings produced by CBS.

6. RESPONSIBILITIES NOT ASSUMED BY CBS. CBS shall not be required to provide any additional services to Provider except as set forth in this Agreement. Without limiting the generality of the foregoing, CBS shall have no obligation to Provider with respect to:

- a. Amounts unpaid by Payors who have been sent bills, claims or statements of account in accordance with the conditions of this Agreement. "Payor" is defined as any patient, patient financial guarantor, health insurance plan, health plan trust, other guarantor, or insurer who is responsible for reimbursement for services rendered to patients.

- b. Payment for Provider's bank lock-box account.
- c. Debt collection services.
- d. Selection and supervision of collection agency chosen by Provider.

7. COLLECTION.

- a. CBS will use reasonable efforts to collect amounts not yet in default that Provider has deemed as outstanding through correspondence and direct telephone calls. However, once CBS has exhausted customary reasonable efforts to collect amounts, the accounts will be turned over to a professional collection agent designated by Provider to pursue collection efforts on behalf of Provider, including legal action. CBS shall not be responsible for collection after accounts are turned over to the collection agent, except that CBS will provide reasonable assistance to the collection agent on request. The collection agent will be directed by Provider to pursue collection in a professional and courteous manner. Provider will establish general criteria for collection efforts.
- b. CBS will process credit card payment transactions on behalf of Provider through the Provider's merchant account.
- c. In the event Provider's segregated merchant account is canceled, CBS shall provide alternate credit card payment services on behalf of Provider.

8. COMPENSATION FOR SERVICES.

- a. CBS will submit a monthly invoice to Provider consistent with calculations described in **ATTACHMENT II** which is incorporated herein by reference. Provider shall pay CBS invoices within 30 days from date of invoice. Amounts not paid when due shall be subject to monthly interest charges at the rate of one and one half percent (1.5%) per month until paid in full.
- b. If this Agreement starts or terminates other than on the first day of a month, CBS will receive a prorated amount based on the number of days in the month during which this Agreement is in effect.

9. CBS INSURANCE REQUIREMENTS. CBS shall maintain in full force and effect during the Term of this Agreement, Professional Liability Insurance (Errors and Omissions), as primary insurance with limits of not less than one million dollars (\$1,000,000) per occurrence for all claims made in each policy year.

10. INDEMNIFICATION AND RESPONSIBILITY.

- a. Except as set forth in Section 10.c. below, CBS agrees to indemnify and hold harmless Provider, its directors, officers, employees, agents, representatives, successors, assigns and sub-contractors from and against claims, demands, actions, settlements or judgments, including reasonable attorneys' fees and litigation expenses, based upon or arising out of the activities described in this Agreement where such claims, demands, actions, settlements or judgments relate to CBS's negligence or willful misconduct.

- b. Except as set forth in Section 10.c. below, Provider agrees to indemnify and hold harmless CBS, its directors, officers, employees, agents, representatives, successors, assigns and sub-contractors from and against claims, demands, actions, settlements or judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement where such claims, demands, actions, settlements or judgments relate to Provider's negligence or willful misconduct, or a breach by Provider of an express warranty contained in this Agreement.
- c. Neither CBS nor Provider shall indemnify the other Party for any claim resulting from the willful or negligent acts of the other Party, its agents, employees or subcontractors.
- d. Upon written request by a Party entitled to indemnification pursuant to this Paragraph (the "Indemnitee"), the other Party (the "Indemnitor") shall pay the reasonable expenses incurred in defending any claim in advance of its final disposition.
- e. CBS or Provider shall promptly notify the other Party of the existence of any claim, or the threat of any claim, based upon or arising out of the activities described in this Agreement.
- f. In the event of a claim as described above, the Indemnitee at its option and cost, shall have the right to defend the claim with counsel of its choice, reasonably acceptable to Indemnitor, and the Indemnitee, at its option, shall have the right to settle any claim after obtaining the consent of the Indemnitor, such consent not to be unreasonably withheld; provided that the Indemnitor shall at all times also have the right to participate fully in the defense and settlement of the claim. Each Party shall cooperate and comply with all reasonable requests that the other Party may make in connection with the defense and settlement of a claim.
- g. For the purposes of this Section 10, submission to CBS of complete and accurate information for use in billing shall be the responsibility of Provider and correct preparation and submission of bills for services based on such information shall be the responsibility of CBS.
- h. The obligations of this Section shall not limit or exclude any rights, indemnities or limitations of liability to which CBS or Provider may otherwise be entitled.
- i. The indemnification obligations in this Section 10 shall continue after the termination of this Agreement for conduct that occurred during the term of this Agreement, and all rights associated with the indemnification obligations shall inure to the benefit of each Party's successors or assigns.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS.

- a. CBS warrants that all services to be provided by CBS hereunder, whether by CBS directly or by an approved subcontractor of CBS, shall fully comply with applicable federal, state and local statutes, rules and regulations, including but not limited to the applicable rules, regulations and accreditation standards and requirements of the Joint Commission, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the National Committee for Quality Assurance.
- b. Provider represents and warrants that all information provided by Provider to CBS in

connection with this Agreement will be complete and accurate so as to permit CBS to fulfill its obligations under this Agreement.

- c. CBS represents and warrants that it will obtain, and shall maintain and keep in force, all consents, licenses, permits, approvals and authorization of federal, state and local governmental authorities which may be required to execute, deliver and perform its obligations under this Agreement.
 - d. Provider represents and warrants that both Provider and Provider's health care professionals shall maintain and keep in force all consents, licenses, permits, approvals and authorization of federal, state and local governmental authorities which may be required to execute, deliver and perform its obligations under this Agreement. Provider further agrees to provide evidence of same to CBS.
 - e. Provider represents and warrants that all of its Medicare and Medicaid provider enrollment information is up to date and there are no outstanding recertification or revalidation requests pending. If such recertification or revalidation requests arise, Provider will comply with such requests in a prompt and timely manner.
 - f. CBS represents and warrants that neither it nor its employees or agents (i) have been convicted of a federal health care crime; (ii) have been excluded from participation in any federal health care programs; or (iii) are currently under investigation or involved in any legal proceeding that may lead to such a conviction or exclusion. CBS shall notify Provider immediately if any of the foregoing occurs, whereupon Provider shall have the right to immediately terminate this Agreement for cause.
 - g. Provider represents and warrants that neither it nor its employees or agents (i) have been convicted of a federal health care crime; (ii) have been excluded from participation in any federal health care programs; or (iii) are currently under investigation or involved in any legal proceeding that may lead to such a conviction or exclusion. Provider shall notify CBS immediately if any of the foregoing occurs, whereupon CBS shall have the right to immediately terminate this Agreement for cause.
 - h. CBS represents and warrants that it is a Delaware corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has the power and authority to execute, deliver and perform its obligations under this Agreement.
 - i. Provider represents and warrants that it is a California municipal agency and is duly organized, validly existing, and in good standing under the laws of the State of California, and has the power and authority to execute, deliver and perform its obligations under this Agreement.
 - j. CBS represents and warrants that the execution, delivery, and performance of CBS of this Agreement have been authorized by all necessary corporate action on the part of CBS.
 - k. Provider represents and warrants that the execution, delivery and performance of Provider of this Agreement have been authorized by all necessary action on the part of Provider.
- 12. FORCE MAJEURE.** Neither Party shall be liable to the other Party for failure to perform its respective obligations under this Agreement if and to the extent that such failure results from

causes beyond the non-performing Party's reasonable control, including without limitation such causes as strikes, lockouts, riots, fires, floods or other weather conditions, natural disasters, acts of God, acts of public enemy, or any regulations, orders or requirements of any duly authorized governmental body or agency (collectively, "Force Majeure") and occurs despite the non-performing Party's best efforts to avert such failure. If either Party is unable to perform as a result of Force Majeure, it shall promptly notify the other Party in writing of the beginning and estimated ending of each such period. If any period of Force Majeure continues for thirty (30) days or more, the Party not so failing in performance shall have the right to terminate the Agreement upon written notice to the other Party.

13. DEFAULT. A material breach by either Party of any representation, warranty or covenant contained in this Agreement, or the failure of either Party to comply with any material terms or conditions set forth in this Agreement shall constitute an event of default ("Default").

14. TERMINATION.

a. **Termination without cause.** Either Party may terminate this Agreement without cause upon at least ninety (90) days' written notice to the other Party. In the event Provider terminates this Agreement without cause, CBS shall be entitled to collect any and all fees associated with the implementation and management of the credit card payment transactions.

b. **Termination for cause.** This Agreement may be terminated by either Party for a material breach of the terms of this Agreement pursuant to the procedure outlined below:

i) The Party seeking to terminate this Agreement shall first notify the other Party in writing that it considers the other Party to be in material breach of the Agreement. That notice, in order to be effective, shall set forth in specific detail the provision(s) of the Agreement that the Party considers to have been breached and shall, in addition, specify the act or omissions which the breaching Party has committed or failed to perform.

ii) The Party declared to be in material breach shall have thirty (30) days from the date of receipt of notice to cure said breach, provided that if the nature of the material breach is such that it cannot be cured within thirty (30) days, then the Party declared to be in material breach shall have such time as is reasonably necessary to cure said material breach, but not to exceed sixty (60) days; provided, however, that such Party commences to cure said material breach as promptly as possible after receipt of notice and proceeds to cure such material breach with due diligence. If the Party declared to be in material breach fails to cure in accordance with this subsection, then the Agreement will terminate immediately and the non-breaching Party may seek its remedy at law.

c. **Post-Termination Payment to CBS.** In the event of the expiration, non-renewal or termination of this Agreement, with respect to bills, claims and statements of account submitted by CBS prior to the Termination Date (as defined below), Provider shall elect, in its sole discretion, either to (i) allow CBS to continue collection efforts on behalf of Provider for those bills and claims submitted prior to the Termination Date, as further provided below in Subsection 14.c.i, or (ii) pay the Termination Payment (as defined below) and instruct CBS to cease all collection efforts, as further provided below in Subsection 14.c.ii. Written notice of Provider's election shall be provided to CBS

immediately upon termination. “Termination Date” means the last day of the Term, or the last day of the applicable notice period if the Agreement is terminated as set forth in Subsection 14.a. or 14.b. above.

- i) **Post-Termination Collection.** At Provider’s election, CBS shall continue to make collection efforts on bills, claims and statements of account submitted prior to the Termination Date in accordance with all the terms of this Agreement as if the Agreement were still in full force. CBS shall receive compensation for its billing and collection efforts as specified in Subsection 8.a and **ATTACHMENT II**; provided, however, that at the end of four (4) months following the Termination Date, CBS shall cease collection efforts and return to Provider all data in accordance with Section 22. CBS shall receive no further compensation from Provider after payment of the final invoice submitted by CBS at the end of said four (4) months following the Termination Date.
- ii) **Termination Payment.** At Provider’s election, CBS shall immediately cease all collection activity and return to Provider forthwith all data in accordance with Section 22. Following such an election, Provider shall pay CBS a termination payment (the “Termination Payment”), which shall include the following:
 - a) Compensation for collections deposited to the Provider lock-box accounts for the time period from the most recent month’s CBS invoice date to the Termination Date, according to the CBS Monthly Invoice Methodology described in **ATTACHMENT II**; and
 - b) In the event of expiration, non-renewal, or termination without cause (but not in the event of Provider’s termination with cause due to CBS’s breach of the Agreement), a final payment equal to fifty percent (50%) of expected collections on outstanding accounts billed but not yet collected for the four (4) months prior to the Termination Date, using the actual collections rate for the six (6) months prior to the Termination Date. The final payment is calculated as follows:

(50%) x (Cumulative 6 months Net Receipts/Cumulative 6 months Total Amount Billed) x (Total 4 months prior to termination Total Amounts Billed but not collected) x (the then-current fee set forth in Section 1 of Attachment II)

15. LIMITATION OF LIABILITY. In no event, whether as a result of contract, tort, strict liability or otherwise, shall either Party be liable to the other for any punitive, special, indirect, incidental or consequential damages, including without limitation loss of profits, loss of use or loss of contract.

16. THIRD PARTY BENEFICIARIES. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

17. SEVERABILITY. In the event that any provision of this Agreement is determined to be unlawful or contrary to public policy, such provision shall be severed herefrom and shall be deemed null and void, but shall in no way affect the remaining provisions outlined herein.

- 18. NO REFERRAL CONTINGENCY.** The Parties agree hereto that the benefits to each Party hereunder do not require, are not payment for, and are in no way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either Party in any facility controlled, managed, or operated by any Party. The Parties expressly acknowledge and agree that it has been and continues to be their intent to comply fully with all federal, state, and local laws, rules, and regulations. It is not the purpose nor is it a requirement of this Agreement to offer or receive any remuneration or benefit of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare or Medicaid. No payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any goods, service, item, or product for which payment may be made in whole or in part under Medicare or Medicaid. No Party shall make or receive any payment that would be prohibited under state or federal law.
- 19. MODIFICATION TO COMPLY WITH LAWS.** In the event that any one or more of the terms of this Agreement is determined to be unlawful or invalid under, or is otherwise inconsistent with state or federal law, as the result of an enforcement action brought against any Party hereto, or an audit or examination of any Party hereto by the Office of Inspector General of the Department of Health & Human Services, the Internal Revenue Service, the United States Justice Department, or any other agency of the state or federal government having jurisdiction over the subject matter of the Agreement, the Parties hereto agree to negotiate in good faith to reform this Agreement and shall reform the same to eliminate the illegality, invalidity, or infeasibility. In the event that an enforcement action is brought or threatened against any Party hereto, or an audit or examination is commenced with respect to any Party hereto by any of the aforementioned agencies, and reformation of this Agreement shall facilitate the resolution of the enforcement action or threatened enforcement action, or shall facilitate the resolution of the audit or examination in favor of the Party being examined or audited, the Parties hereto agree to negotiate in good faith to reform this Agreement and shall reform the Agreement to eliminate or revise its term or its terms in a manner to favorably resolve the enforcement action, threatened enforcement action, audit or examination; “favorably resolve” means that it shall be resolved in such a manner that the agency of state or federal government that is bringing or threatening the enforcement action, audit, or examination does not conclude or find that a term of this Agreement is unlawful or invalid under state or federal law. In the event that a change or further interpretation of state or federal law that either of the Parties reasonably believes would render any one or more of the terms of this Agreement unlawful, invalid, or infeasible as provided herein, the Parties hereto agree to negotiate in good faith to reform this Agreement and shall reform the same to eliminate the illegality, invalidity, or infeasibility, and to comply with such change or interpretation. In the event that the Parties do not agree to reform this Agreement as provided herein, this Agreement shall terminate ten (10) days from the date of the negotiations contemplated herein. The terms of this Section shall survive the termination of this Agreement.
- 20. BOOKS AND RECORDS.** Until the expiration of four (4) years after the furnishing of any services pursuant to this Agreement, CBS shall make available upon request of the Secretary of the Department of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and such books, documents, and records of contractor as are reasonably necessary to certify the nature and the reasonable cost of the services rendered pursuant to this Agreement. If CBS carries out any of the duties of this Agreement through a sub-contract, with a value or cost of \$10,000.00 or more over a twelve (12) month period with a related organization, such sub-contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such sub-contract, the related organization shall make available, upon request of the Secretary of the

Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, the sub-contract, books, documents, and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to said sub-contract. This Section shall survive the expiration or termination of this Agreement for any reason.

21. **PATIENT INFORMATION.** CBS shall cause its employees, agents and affiliates to hold as confidential, in accordance with state and federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996, all individually identifiable health information except as it relates to the delivery of treatment, obtaining of payment for services and conducting necessary healthcare operations. Provider shall cause its employees, agents and affiliates to hold as confidential, in accordance with state and federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996, all individually identifiable health information except as it relates to the delivery of treatment, obtaining of payment for services and conducting necessary healthcare operations. Accordingly, the Parties hereby incorporate the attached Business Associate Addendum in **ATTACHMENT III** as an integral part of this Agreement.
22. **PATIENT RECORDS.** Upon termination of this Agreement, except as otherwise provided in order to complete obligations under Subsection 14.c.i, CBS shall promptly deliver to Provider active patient ledgers with complete histories, explanations of benefits, and aged accounts receivable with detail and summary. Electronic documents will be delivered in agreed upon electronic form.
23. **CONFIDENTIALITY.** The Parties acknowledge that during the term of this Agreement each may acquire and have access to confidential information about the other Party, including but not limited to information pertaining to such Party's finances, business practices, long-term or strategic plans, facilities and similar matters (the "Confidential Information"). The Confidential Information of each Party is and shall remain the sole and exclusive property of such Party. Except (i) pursuant to an express request by the owner of the Confidential Information, (ii) as may be necessary to render services hereunder, or (iii) as may be required by law, a court or government agency (and with respect to items (ii) and (iii), only if the Party gives the owner of the Confidential Information notice of such disclosure as far in advance of such disclosure as is practicable under the circumstances and an opportunity to object to such disclosure, or to object and seek protective relief with respect to item (iii)), neither Party shall at any time during the term of this Agreement or after its termination or expiration use for any purpose (other than the provision of services hereunder) or disclose or distribute to any person, corporation, court, governmental agency or other entity any of the Confidential Information of the other Party, and the Confidential Information of a Party shall be disclosed internally at the other Party only to the minimum extent necessary for such Party to perform its obligations hereunder.
24. **ASSIGNMENT.** Neither Party shall assign this Agreement, in whole or in part, without the prior written consent of the other.
25. **WAIVER.** The waiver by one party of any breach or failure of the other party to perform any covenant or obligation contained in this Agreement shall not constitute a waiver of any subsequent breach or failure.
26. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the Parties, all other prior agreements being merged herein, and this Agreement shall not be modified except in writing signed by the Party against whom such modification is sought to be enforced.

27. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, the choice-of-law and conflict-of-law provisions of Colorado notwithstanding. Any legal action or other legal proceeding relating to this contract or the enforcement of any provision of this contract may be only brought or otherwise commenced in the state courts in Arapahoe County, Colorado or the federal courts of the United States for the District of Colorado. Each party expressly and irrevocably consents and submits to the jurisdiction of such courts in connection with any such legal proceeding.

28. NOTICE. Any notice, demand or communication required or permitted to be given hereunder shall be deemed effectively given when personally delivered, when actually received by guaranteed overnight delivery service, or five (5) business days after being deposited in the United States mail, with postage prepaid thereon, sent certified or registered mail, return receipt requested, and in all such cases addressed as follows:

If to Provider:

Big Bear Fire Authority
41090 Big Bear Blvd.
Big Bear Lake, CA 92315
Attn: _____

If to CBS:

Air Methods Corporation
5500 S. Quebec Street, Suite 300
Greenwood Village, CO 80111
Attn: Legal Department

With a copy to:
Complete Billing Solutions
2190 E. Pebble Road, Suite 100
Las Vegas, NV 89123
Attn: Senior Manager-Revenue Cycle

29. ATTORNEYS' FEES. In the event that it becomes necessary for either Party to enforce any rights or obligations outlined herein, through litigation, arbitration, or other similar proceeding, the Party substantially prevailing in any such action shall be entitled to recover all costs associated therewith, including without limitation all reasonable attorneys' fees, expert witness fees and all other fees and costs, provided that such fees and costs have been awarded by a court or tribunal of competent jurisdiction.

30. RECITALS AND ATTACHMENTS. The recitals contained in the first portion of this Agreement and **ATTACHMENTS I, II and III** are made an integral part of this Agreement.

31. COUNTERPARTS; ELECTRONIC SIGNATURE. This Agreement may be executed in counterparts, all of which shall be considered one and the same instrument. Any executed counterpart to this Agreement may be delivered by .pdf or other electronic means, and any counterpart so delivered shall constitute an original for all purposes.

IN WITNESS WHEREOF, the Parties, through their respective undersigned authorized officers, have duly executed this Agreement as of the day and year first written above.

AIR METHODS CORPORATION
d/b/a Complete Billing Solutions

BIG BEAR FIRE AUTHORITY

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

ATTACHMENT I**Patient Billing Information Required from Provider**

A completed copy of the medical transport record, including the following required data elements:

1. Date(s) and time(s) of services: receipt of call; departure from base; arrival for pick-up; departure from pick-up; arrival to drop-off destination.
2. Mode of transport
3. Vehicle information: run number, driver, and vehicle.
4. Locations: pick-up location and drop-off destination.
5. Name(s) of medical personnel involved with service: nurse(s), physician(s) or other Provider(s) in transport vehicle; medical control physician (if applicable).
6. Medical problem(s): description of medical problem and circumstances surrounding injury or illness and clear description as to why patient required ground ambulance medical transportation.
7. Condition Code: Identify what Medicare Condition Code appropriately reflects the condition of the patient transported.
8. For trauma: vehicle insurance carrier (if applicable); location of injury; type and circumstances of injury; officer name, badge number, case number, station telephone number (if applicable).
9. For work injuries: name of patient's employer; employer contact telephone number; type and circumstances of injury.
10. For inter-facility transfers: documentation of reason for transfer; name of referring physician; copy of referring facility's patient transfer document (if applicable). Justification of destination as the closest appropriate facility.
11. Physician Certification Statement/Medical Necessity Form.
12. Authorization for treatment and transport and release of information for billing as may be required by law.

ATTACHMENT II**Compensation to CBS**

Provider shall pay CBS in accordance with the terms of this Attachment as compensation in full for the billing services CBS performs under this Agreement.

1. Compensation for billing services performed by CBS under this Agreement shall be as follows:
 - First 12 months of the Term: Four and Three Quarters Percent (4.75%) of Net Receipts
 - Second 12 months of the Term: Five Percent (5%) of Net Receipts
 - Third 12 months of the Term: Five and One Quarter Percent (5.25%) of Net Receipts

2. Net Receipts are calculated by subtracting Adjustments from Gross Receipts.
 - a. Gross Receipts are payments deposited to the Provider lockbox account in the preceding month for transports billed by CBS to Payors during any preceding month, except that Gross Receipts shall not include the following:
 - i) Funds collected by a collection agency, except for payments received for an account within ten (10) days after transferring that account to the collection agency;
 - ii) Contractual adjustments (e.g., percentage discounts to the Charge Schedule) applicable to Gross Receipts during the preceding month;
 - iii) Funds in dispute, while the dispute is ongoing; and
 - iv) Administrative write-off and bad debt amounts.

 - b. Adjustments include the following:
 - i) Refunds issued to Payors during the preceding month for any prior overpayments for which CBS was previously compensated; and
 - ii) Corrections of errors in recording Gross Receipts or calculating Net Receipts for any preceding month.

 - c. Credit Card Processing Fees:
 - i) CBS will process credit card payment transactions on behalf of Provider through Provider's existing bank merchant account.
 - ii) In the event Provider's segregated merchant account is canceled, Provider is unable to give CBS access to Provider's credit card process, or Provider elects not to use its own process, Provider shall utilize CBS's credit card processing option. This option shall consist of CBS processing the credit card payment transaction(s) on behalf of Provider through a segregated merchant account set up by CBS, in which case the receipts of such credit card payments will be deducted from Provider's monthly invoice as referenced in Section 8.a. of the Agreement.
 - iii) Pass-through credit card transaction fee(s) with no mark-up are charged back when Provider's credit card transactions are processed through the CBS option.

ATTACHMENT III**HIPAA BUSINESS ASSOCIATE ADDENDUM**

This HIPAA Business Associate Addendum (“Addendum”) is made part of that certain Agreement for Billing Services dated April 1, 2019 (“Agreement”), between Air Methods Corporation d/b/a Complete Billing Solutions (“Associate”) and Big Bear Fire Authority (“Entity”).

Entity and Associate agree that the parties incorporate this Addendum into the Agreement in order to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and their implementing regulations set forth at 45 C.F.R. Parts 160 and Part 164 (the “HIPAA Rules”). To the extent Associate is acting as a Business Associate of Entity pursuant to the Agreement, the provisions of this Addendum shall apply.

1. Definitions. Capitalized terms not otherwise defined in this Addendum shall have the meaning set forth in the HIPAA Rules. References to “PHI” mean Protected Health Information maintained, created, received or transmitted by Associate in its capacity as a Business Associate of Entity.

2. Uses or Disclosures. Associate will neither use nor disclose PHI except as permitted or required by this Addendum or as Required By Law. To the extent Associate is to carry out an obligation of a Covered Entity under 45 CFR Part 164, Subparts A and E, Associate shall comply with the requirements of 45 CFR Part 164, Subparts A and E that apply to such Covered Entity in the performance of such obligation. Associate is permitted to use and disclose PHI:

(a) to perform any and all obligations of Associate pursuant to the Agreement, provided that such use or disclosure would not violate the HIPAA Rules, if done by Entity directly;

(b) as otherwise permitted by law, provided that such use or disclosure would not violate the HIPAA Rules, if done by Entity directly and provided that Entity gives its prior written consent;

(c) to perform Data Aggregation services relating to Entity’s health care operations;

(d) to report violations of the law to federal or state authorities consistent with 45 CFR § 164.502(j)(1);

(e) as necessary for Associate’s proper management and administration and to carry out Associate’s legal responsibilities (collectively “Associate’s Operations”), provided that Associate may only disclose PHI for Associate’s Operations if the disclosure is Required By Law or Associate obtains reasonable assurance, evidenced by a written contract, from the recipient that the recipient will: (1) hold such PHI in confidence and use or further disclose it only for the purpose for which it was disclosed or as Required By Law; and (2) notify Associate of any instance of which the recipient becomes aware in which the confidentiality of such PHI was breached;

(f) to create de-identified information in accordance with 45 CFR § 164.514(b), provided that such de-identified information may be used and disclosed only consistent with applicable law;

(g) to create a limited data set as defined at 45 CFR §164.514(e)(2), provided that Associate will only use and disclose such limited data set for purposes of research, public health or health care operations and will comply with the data use agreement requirements of 45 CFR §164.514(e)(4), including that Associate will not identify the information or contact the individuals.

In the event Entity notifies Associate of an Individual's restriction request granted pursuant to 45 CFR §164.522 that would restrict a use or disclosure otherwise permitted by this Section, Associate shall comply with the terms of the restriction request.

3. Safeguards. Associate will use appropriate administrative, technical and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Addendum. Associate will also comply with the applicable provisions of 45 CFR Part 164, Subpart C with respect to electronic PHI to prevent any use or disclosure of such information other than as provided by this Addendum.

4. Subcontractors. In accordance with 45 CFR §§ 164.308(b)(2) and 164.502(e)(1)(ii), Associate will ensure that all of its Subcontractors that create, receive, maintain or transmit PHI on behalf of Associate agree by written contract to comply with the same restrictions and conditions that apply to Associate with respect to such PHI, including but not limited to the obligation to comply with applicable provisions of 45 CFR Part 164, Subpart C.

5. Minimum Necessary. Associate will limit its uses and disclosures of, and requests for, PHI (i) when practical, to the information making up a Limited Data Set; and (ii) in all other cases subject to the requirements of 45 CFR § 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

6. Entity Obligations. Entity shall notify Associate of (i) any limitations in its notice of privacy practices, (ii) any changes in, or revocation of, permission by an Individual to use or disclose PHI, and (iii) any confidential communication request or restriction on the use or disclosure of PHI that Entity has agreed to or with which Entity is required to comply, to the extent any of the foregoing affect Associate's use or disclosure of PHI. Entity shall not request Associate to use or disclose PHI in a manner not permitted by the HIPAA Rules, shall obtain all permissions or authorizations, if any, required to disclose PHI to Associate in order for Associate to perform its obligations under the Agreement, and only disclose to Associate the minimum Protected Health Information necessary to allow Associate to perform its obligations under the Agreement.

7. Access and Amendment. In accordance with 45 CFR § 164.524, Associate shall permit Entity or an Individual (or the Individual's designee) to inspect and obtain copies of any PHI about the Individual that is in Associate's custody or control and that is maintained by Associate in a Designated Record Set. If the requested PHI is maintained electronically, Associate must provide a copy of the PHI in the electronic form and format requested by the Individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Entity and the individual. Associate will, upon receipt of notice from Entity, promptly amend or permit Entity access to amend PHI so that Entity may meet its amendment obligations under 45 CFR § 164.526.

8. Accounting. Except for disclosures excluded from the accounting obligation by the HIPAA Rules, Associate will record for each disclosure that Associate makes of PHI the information necessary for Entity to make an accounting of disclosures pursuant to the HIPAA Rules. In the event the U.S. Department of Health and Human Services ("HHS") finalizes regulations requiring Covered Entities to provide access reports, Associate shall also record such information with respect to electronic PHI held by Associate as would be required under the regulations for Covered Entities beginning on the required compliance date of such regulations. Associate will make information required to be recorded pursuant to this Section available to Entity promptly upon Entity's request for the period requested, but for no longer than required by the HIPAA Rules. Associate need not have any information for disclosures occurring before the effective date of this Addendum.

9. **Inspection of Books and Records.** Associate will make its internal practices, books, and records, relating to its use and disclosure of PHI, available upon request to HHS to determine compliance with the HIPAA Rules.

10. **Reporting.** To the extent Associate becomes aware or discovers any use or disclosure of PHI not permitted by this Addendum, any Security Incident involving electronic PHI or any Breach of Unsecured Protected Health Information involving PHI, Associate shall promptly report such use, disclosure, Security Incident or Breach to Entity. Associate shall mitigate, to the extent practicable, any harmful effect known to it of a Security Incident, Breach or non-permitted use or disclosure of PHI by Associate. Notwithstanding the foregoing, the parties acknowledge and agree that this Section constitutes notice by Associate to Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Entity shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic PHI. All reports of Breaches shall be made in compliance with 45 CFR § 164.410.

11. **Term.** This Addendum shall be effective as of the effective date of the Agreement and shall remain in effect until termination of the Agreement. Either party may terminate this Addendum and the Agreement effective immediately if it determines that the other party has breached a material provision of this Addendum and failed to cure such breach within thirty (30) days of being notified by the other party of the breach. If the non-breaching party determines that cure is not possible, such party may terminate this Addendum and the Agreement effective immediately upon written notice to other party. Upon termination of this Addendum for any reason, Associate will, if feasible, return to Entity or destroy all PHI maintained by Associate in any form or medium, including all copies of such PHI. Further, Associate shall recover any PHI in the possession of its Subcontractors and return to Entity or securely destroy all such PHI. In the event that Associate determines that returning or destroying any PHI is infeasible, Associate may maintain such PHI but shall continue to abide by the terms and conditions of this Addendum with respect to such PHI and shall limit its further use or disclosure of such PHI to those purposes that make return or destruction of the PHI infeasible. Upon termination of this Addendum for any reason, all of Associate's obligations under this Addendum shall survive termination and remain in effect (a) until Associate has completed the return or destruction of PHI as required by this Section and (b) to the extent Associate retains any PHI pursuant to this Section.

12. **General Provisions.** In the event that any final regulation or amendment to final regulations is promulgated by HHS or other government regulatory authority with respect to PHI, the parties shall negotiate in good faith to amend this Addendum to remain in compliance with such regulations. Any ambiguity in this Addendum shall be resolved to permit the parties to comply with the HIPAA Rules. Nothing in this Addendum shall be construed to create any rights or remedies in any third parties or any agency relationship between the parties. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended. The terms and conditions of this Addendum override and control any conflicting term or condition of the Agreement and replace and supersede any prior business associate agreements in place between the parties. All non-conflicting terms and conditions of the Agreement remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates indicated below.

BIG BEAR FIRE AUTHORITY

AIR METHODS CORPORATION
d/b/a Complete Billing Solutions

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. 2

MEETING DATE: January 26, 2021

TO: Big Bear Fire Authority Administrative Committee

FROM: Jeff Willis, Fire Chief *JW*

SUBJECT: **Type 1 Structure Engine Presentation**

BACKGROUND

As part of the 2019-2020 budget, the Board authorized an updated fleet replacement schedule that correctly aligns with current anticipated fleet replacement needs. The Board authorized the replacement and addition of specific apparatus over a three year-period. This three-year fleet replacement plan included partial use of fund balance as well as debt financing. With the Board's authorization to proceed, the Apparatus Specification Committee was engaged to work with manufacturers to determine best model and associated cost.

DISCUSSION

The Apparatus Specification Committee has met on numerous occasions since July of 2020. The purpose of the Specification Committee was to work with various manufacturers to properly spec out a new Type 1 structure engine that will correctly serve the community for decades to come.

A total of six manufactures were contacted. Careful consideration was given to build quality, manufacture serviceability, warranty, and cost. Through this arduous process, the Specification Committee desires to present their final recommendation for purchase to the Administrative Committee. It is the desire of the Specification Committee to initiate purchase contracts with Board approval at its February 2, 2020 meeting

RECOMMENDATION

Receive and discuss presentation by Specification Committee and provide further direction staff.