



COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2021-01
BILLING SERVICES FOR EMERGENCY TRANSPORTATION

Issue Date: July 13, 2020

Due Date: July 27, 2020 at 2 p.m. EST

Procurement Contact:

County of Fluvanna
Cyndi Toler, Purchasing Officer
132 Main Street
P.O. Box 540
Palmyra, VA 22963
Ph: (434) 591-1930 ext. 1124
Email: ctoler@fluvannaCounty.org

All sealed proposals shall be turned in no later than July 27, 2020, at 2:00 p.m. EST.

- All Proposals that are delivered via mail or are hand delivered must be addressed to the "Procurement Contact" listed above.
- Any Proposals sent in via facsimile, telephone, or email shall not be considered.
- Any Proposals that are turned in late will be rejected and returned unopened.

Proposal documents may be picked up at the Fluvanna County Department of Finance located at 132 Main Street, 2nd floor, Palmyra, VA 22963 or by clicking on the following link:
<http://www.fluvannaCounty.org/services/finance/procurement/solicitations>.

TABLE OF CONTENTS

1)	<i>PURPOSE.....</i>	<i>2</i>
2)	<i>BACKGROUND.....</i>	<i>2</i>
3)	<i>SCOPE OF SERVICES.....</i>	<i>4</i>
4)	<i>CONTRACTOR’S RESPONBILITIES.....</i>	<i>7</i>
5)	<i>SUBMISSION INSTRUCTIONS.....</i>	<i>11</i>
6)	<i>EVALUATION AND AWARD CRITERIA</i>	<i>14</i>
7)	<i>GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS.....</i>	<i>14</i>
	<i>VENDOR DATA SHEET.....</i>	<i>37</i>
	<i>PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA</i>	<i>38</i>
	<i>CERTIFICATION OF NO COLLUSION.....</i>	<i>39</i>
	<i>OFFEROR STATEMENT</i>	<i>40</i>

1) **PURPOSE**

- a) The County of Fluvanna, Virginia (the “County”) is seeking to obtain, through the competitive negotiation process, the services of an Ambulance Billing/Revenue Recovery and Data Collection system including training, technical and administrative support for the County’s emergency rescue agencies, including without limitation, the volunteer agencies of the County’s official safety program being The Fluvanna Rescue Squad, Inc., at present consisting of Kents Store Rescue Squad, Fork Union Rescue Squad and Palmyra Rescue Squad, and the Lake Monticello Rescue Squad, and any contractors operating under any contract with the County to provide emergency services in the County (together referred to as “FCEMS”).
- b) The services shall include at minimum routine billings from EMS transport, follow-up to residents and nonresidents (patients), and claim submissions to Medicaid, Medicare, insurance companies and other designated third parties. The billing and collection services include fees for Level 1 and Level 2 Advanced Life Support (ALS), Basic Life Support (BLS), and loaded mileage of the transport services provided by FCEMS. The County is looking for a reputable, qualified billing company with experience and knowledge of the emergency medical services field and an ability to conduct all activities on the County’s behalf with the greatest attention paid to compliance and business ethics. Offerors are advised that the County will look to and rely in part upon the professional judgement knowledge, experience, and expertise of the firm with respect to the rules, laws, regulations and policies that govern billing and reimbursement of health care services.
- c) Offerors and their personnel must have knowledge of ambulance operations data processing experience in the ambulance transport and fee collection industry; systems management integration and security experience in the ambulance transport and fee collection industry; a demonstrable record of high achievement in accounts receivable collections; staff experienced in health care collections and collection activities servicing municipal EMS agencies; thorough knowledge of state, local, and federal statutes, rules, regulations and laws (“Applicable”) pertaining to ambulance billing and collections and including but not limited to Health Insurance Portability and Accountability Act (HIPAA), the Fair Debt Collections Act, and the Americans with Disabilities Act (ADA), and thorough knowledge of Federal Medicaid and Medicare policies and procedure pertaining to ambulance transports reimbursement.

2) **BACKGROUND**

- a) The County of Fluvanna is a central Virginia community of 26,000 residents that is located in the Charlottesville Metropolitan Statistical Area, approximately 20 miles southeast of the City of Charlottesville, Virginia. The County is bounded by Louisa County to the north, Cumberland and Buckingham Counties and the James River to the south, Goochland County to the east, and Albemarle County to the west.
- b) Emergency medical services are currently provided by two EMS volunteer agencies (collectively the referred to herein as the “Rescue Squads”). Rescue Squad volunteers are supplemented by County funded third-party EMS contract services 24 hours a day/7 days a week/ 365 days a year, with occasional additional contract EMS staffing to cover staffing shortages with LM Rescue Squad. The emergency medical service system of FCEMS is comprised of the Rescue Squads, volunteer fire departments, , and coordination of emergency services between surrounding localities, including but not limited to, Louisa County, Albemarle County, and Goochland County. FCEMS are regulated by Applicable Law including without limitation the Virginia Office of EMS (see Virginia Administrative Code 5-31 et seq.) and Chapter 8 of the Fluvanna County Code, “Fire Protection and Public Safety”.

- c) FCEMS/Rescue Squads provide Basic Life Support (“BLS”) and Advanced Life Support (“ALS”) services to the County of Fluvanna and to surrounding jurisdictions through mutual aid agreements, and the Rescue Squads responded to approximately 2,642 calls in 2019.
- d) The County currently follows a “soft billing” approach. The program philosophy is that citizens and Fluvanna County residents will be treated with the highest level of care without respect to ability to pay.
- e) The current fees are as follows:

Description	Fee	Additional Charge
Basic Life Support (BLS)	\$474.86	\$14.43 per loaded mile
Advanced Life Support 1 (ALS-1)	\$563.90	\$14.43per loaded mile
Advance Life Support 2 (ALS-2)	\$816.18	\$14.43 per loaded mile

*125% of Medicare Allowable Charges

**** NOTE:** Fire, Rescue, and Law Enforcement personnel currently volunteering in or employed by Fluvanna County can complete an **Ambulance Fee Waiver Form** and return it to the Fluvanna County Finance Dept. and then any balances for an ambulance transport will be waived.

(The statistics below are for the fiscal year 2019 (July 1, 2018- June 30, 2019):

- Billable transports: 1,474
- Average miles per transport: 21.9 miles.
- Gross charges for ambulance transports: \$1,211,572
- Net revenue: \$637,997.66
- Average revenue per transport: \$621.59

- Call type

Basic Life Support (BLS)	54%
Advanced Life Support 1 (ALS-1)	43%
Advance Life Support 2 (ALS-2)	3%

- Percentage of gross charges by payor:

Medicare	44.5%
Medicaid	1.7%
Commercial/3 rd Party Insurance	35.5%
Self-pay	18.3%

- Percentage of net revenue by payor:

Medicare	48%
Medicaid	1%
Commercial/3 rd Party Insurance	43%
Self-pay	7%

FCEMS routinely transports its patients to two main hospitals: UVA Health System University Hospital and Sentara Martha Jefferson Hospital both located in Charlottesville, Virginia.

3) SCOPE OF SERVICES

- a) General Requirements: The Contractor must comply with all requirements and policies of the County including those set out in Article 1, Purpose, above, being an outline general information regarding the services requested, and the County's EMS Cost Recovery Program which is attached hereto as Exhibit 1. Exhibits 1-4 are specifically incorporated herein as a material parts of the scope of services requested by the County and set out the policies of the County relating to EMS Cost Recovery which the Contractor must strictly comply with at all times.
- b) Electronic Patient Care Report Processing
 - i) The FCEMS will provide to the Contractor electronic Patient Care Reports (ePCR) information from the current ImageTrend reporting system. The Contractor shall verify the ImageTrend system daily and ensure all treated transports that have been reviewed by the FCEMS are downloaded. Care should be given to ensure that required fields are met before import and that import requirements constantly check for older dates of service as they become available for import as review requirements are met by the FCEMS.
 - ii) The Contractor shall process ePCR information and coordinate invoicing and collections to insurance companies including but not limited to Medicare, Medicaid, managed care organizations, commercial insurance companies, and other designated third parties and payers for billing rates established by the County. The County may change its rates from time to time and will notify any Contractor of such changes.
 - iii) The Contractor shall provide routine billings for EMS transport, follow-up to residents and non-residents (patients), and claim submissions to Medicaid, Medicare, insurance companies, and other designated third parties. The billing and collection services include fees for Level 1 and Level 2 Advanced Life Support (ALS), Basic Life Support (BLS), and loaded mileage of the transport service provided by the FCEMS.
 - iv) The Contractor shall prepare and submit claims, bills, invoices, etc. based on the patient care reports or data forwarded to the Contractor by the FCEMS. Knowledge, experience, and judgement shall be applied to avoid or prevent the submission of claims, bills, or invoices to any third-party payer in error.
- c) Required Verification and Missing Information Follow-up
 - i) The Contractor shall notify the County within two (2) business days of receipt of the ePCR and included in that report if any documentation is incomplete or does not qualify for reimbursement. The Contractor shall assure that all the information needed for billing is obtained from the appropriate hospital, if not provided in the ePCR.
 - ii) The Contractor shall provide all labor, materials, and equipment for verification of ePCR patient information. The Contractor shall obtain from the policyholder or responsible party all information and signatures necessary to file a claim with Medicare, Medicaid, insurance companies and other designated third parties.
 - iii) The Contractor shall gather missing patient and insurance information by, but not limited to, searching the insurance provider's data bases for previous patient information if and as permitted; searching the Contractor's billing data base; contacting the receiving medical facility; or by direct patient, family member or responsible party contact. When contact is made with the appropriate party, the Contractor shall verify and correct all patient information. Follow up should take place within the first Thirty days of the date of transport.
 - iv) The Contractor shall attempt to obtain the necessary information with at least one follow-up notice and/or a phone call if the customer information is incomplete.
 - v) The Contractor shall work with area hospitals to obtain billing and insurance information for patients that are transported to their facility by the FCEMS.
- d) Account Billing and Processing
 - i) The Contractor shall prepare and mail all invoices and overdue notices. All insurance claims shall

- be billed through the Contractors electronic claims filing procedures.
- ii) Contractor shall insure adequate security, maintenance and environment for processing of HIPPA information.
- iii) The Contractor shall process all accounts, including the uncollectible and insufficient information categories. The Contractor shall attempt to follow-up on outstanding insurance claims with insurance (Prime) within 7-10 days of claim, secondary 15-20 days and patients within 30 days. All such communications shall be made only in strict conformance with Applicable Law, including without limitation, applicable provisions of the Fair Debt Collection Practice Act.
- e) Billing Cycle
 - i) The Contractor shall have the initial claim submitted to the appropriate parties within 30 days or less from the date of the initial import of the ePCR from the ImageTrend system.
 - ii) The Contractor shall be responsible for all pre-billing review, verification for proper documentation, insurance information, appropriate patient signatures, and data entry from the ePCR. The Contractor shall remain responsible and is required to perform all required research and incorporate all required information into the ePCR to the greatest extent possible.
 - iii) The Contractor shall maintain all documents associated with the billing process, including Explanation of Benefits (EOB) and documentation from all insurance providers. The Contractor shall post all payments within one (1) business day of receiving payment. The Contractor shall respond to all inquiries and resolve responsible party denials. The Contractor shall contact the appropriate responsible party for resolution, correction and/or re- submission of any billings.
 - iv) The Contractor shall be responsible for mailing all written notices to the responsible parties. The Contractor shall contact the responsible parties at minimum intervals of thirty (30), sixty (60), and ninety (90) calendar days after the date of service. Except that the Contractor shall immediately direct any proposed, threatened or pending claims of litigation to the County and its County Attorney immediately and shall not respond unless and until specifically directed to do so by the County.
 - v) A Cost Recovery Program information brochure will be available to all patients at the time of transport, a copy of the same is attached hereto as Exhibit 2.
 - vi) Insurance coverage information generally will be obtained either in route or at the hospital. The County directs persons to the County's website (<https://www.fluvannacounty.org/es/page/ems-cost-recovery-program>) and to Contractor for more information on EMS Billing and the Contractor must be familiar with the website, which may be modified or updated from time to time by the County, and the Exhibits hereto and the Chapter 8 of the County Code all which set out the EMS billing policy of the County.
 - vii) County Residents and Non-residents are subject to "Compassionate Billing" for EMS transport services and will be billed for charges not covered by insurance. Except that, Fire, rescue, and law enforcement personnel volunteering in or employed by Fluvanna County may not be billed for any charges not covered by insurance incurred in the performance of their duties.
 - viii) The County may reduce or eliminate the patient's financial responsibility for EMS transport services on a case-by-case basis where the patient qualifies under the County's financial hardship guidelines. Determination of financial hardship is based upon a percentage of established Federal Poverty Guidelines in relation to household income and household assets. (NOTE: Insured patients who choose not to have their claim filed with their insurance company are not eligible for our financial hardship assistance program.) To apply for financial hardship assistance, the patient or responsible party will complete an Ambulance Fee Waiver Request, attached hereto as Exhibit 3, and submit the completed worksheet to the Finance Department for verification of financial information. The most current Federal Poverty Guidelines (<https://aspe.hhs.gov/poverty-guidelines>) will be used in evaluating possible partial or full waiver of charges. Upon verification of a patient's financial hardship, the County uses a table set out in Section 1.3.7(D) of Exhibit 1 to determine the level of charges waiver warranted. If the County approves the final hardship request

it will so notify the Contractor. The determination of financial hardship is applicable to the current EMS transport only. To waive or reduce future payments, the patient must again demonstrate financial hardship. The Contractor should be prepared to process and accept waivers once a determination is made by the county.

- ix) Elderly or disabled residents and disabled veterans who apply for financial hardship assistance, and qualify for real estate tax relief pursuant to County ordinance or other applicable law, will be deemed to have demonstrated financial hardship and will not be billed for any charges not covered by insurance as set out in Exhibit 1, Section 1.3.7(F).
- x) The County also has certain waivers for certain victims of crime as set out in Exhibit 1, Section 1.3.7(G).
- xi) The County accepts payment plans and the Contractor must be willing to process and account for the same, the terms are set out in Exhibit 1 hereto.
- xii) Residency in the County if relevant may be confirmed through the County website and/or direct inquiry of County staff.
- f) Denial of Claims
 - i) The Contractor shall be responsible to appeal denied claims on the County's behalf at the County's direction or where the claim, in the Contractor's judgement, meets applicable payment criteria under the rules applicable to the particular payer. The Contractor shall be responsible for pursuing denied claims to the final, internal grievance level with the insurer or managed care plan. In no event shall the Contractor be responsible to, nor shall the Contractor initiate any third-party collections or litigation in any civil or administrative venue on behalf of or in the name of the FCEMS or the County of Fluvanna.
- g) Uncollectible Accounts
 - i) The Contractor shall maintain accounts and actively pursue collection for a period of at least 90 days (3 months) from the first notice to the proper responsible party after research and attempts to bill Medicare, Medicaid, or an insurer, as applicable. After that time all documents and data on uncollectible accounts should be forwarded to the County with a request to write off the account. No write offs will be authorized by the Contractor, final decisions rest with the County and the County may require the Contractor to continue its attempts to collect on such account. If the Contractor deviates from this uncollectible period, the Contractor may elaborate in the RFP response.
- h) Refunds
 - i) The Contractor shall send written requests to the County for all refund checks to patients, Medicare, Medicaid, and private insurance companies in the event of an overpayment for services rendered. The Contractor shall send a separate request for each refund, which will include, but not be limited to, patient's name, address, date of transport, the FCEMS Incident Number, amount to be refunded, reason for refund, and detail of transactions on the account.
 - ii) All refund requests shall be prepared within 30 days of the day the account balance becomes a credit. The County will be responsible for processing and paying any refunds or credit balances upon proper notification that a credit balance or overpayment exists.
 - iii) If a particular refund request from an insurer or payer requires an overpayment or refund form to accompany such a refund, the Contractor shall be responsible for completion of the form and forwarding the completed form to the County for inclusion with the refund payment.
 - iv) The Contractor shall not knowingly bill parties for an amount they are not legally obligated to pay.
 - v) The County will provide the Contractor documentation once the requested refund has been processed and paid by the County.
- i) Posting to Patient Accounts
 - i) The Contractor shall be responsible for posting to each patient account payments, adjustments, refunds/credits, and re-submission of claims.
 - ii) The contractor may accept cash or check payments on behalf of the county and deposit funds into

the county EMS designated bank account within 3 business days.

- iii) The Contractor may collect credit card payment on behalf of the County. The County must be made aware at the time of contract negotiations if the Contractor will charge or pass on any additional fees to the County or to the patients transported by the FCEMS for payments made through credit cards. Once credit card funds are remitted to the County by check, the County does not accept any liability for any payments that are returned and/or declined by the credit card company. The Contractor shall assume all responsibility for all declined funds along with any associated fees related to that collection
- iv) Once payments are posted to the respective patient accounts, the Contractor shall provide the County with a daily deposit report of the posted payments for that specific day. The County will ensure accuracy of payment posting at least monthly as reconciled to the County bank account. Reconciliations should be done with payments and the bank statements to ensure that they are posted before the end of the month.

4) CONTRACTOR'S RESPONSIBILITIES

- a) The Contractor must comply with all County policies, requirements, and Applicable Law in performing the services being the scope of work required by the County which includes the following:
 - i) The Contractor shall comply strictly with all Applicable Law and including without limitation, all applicable Federal, State, and local laws, especially those regulations pertaining protected health information and the collection of debts, as well as, all regulations pertaining with Medicare, Medicaid, and the release of information contained in the ePCR.
 - ii) The Contractor will agree to enter into a Business Associate, Non-Disclosure and Confidentiality Agreement with the County, the form of which is attached hereto as Exhibit A.
 - iii) The Contractor shall participate in an Identity Theft Prevention Policy (Red Flag) designed to detect, prevent, and mitigate identity theft in compliance with Part 681 of Title 16 of the Code of Federal Regulations of the Fair and Accurate Credit Transactions (FACTA).
 - iv) The Contractor shall conduct all billing and collection efforts in compliance with all Applicable Law governing health related collections. The Contractor shall be responsible for maintaining compliance with all applicable Federal and State requirements as the related to the process of billing, reimbursement, and collection. The Contractor must, at the commencement of the contract, have a compliance program in place that satisfies the standards and the practices set forth in the "Compliance Program Guidance for Third Party Medical Billing Companies," published by the OIG, United States Department of Health and Human Services (HHS) in the Federal Register, December 18, 1998 (63 FR 70138), and the Contractor shall furnish satisfactory proof of such compliance program to the County upon request.
 - v) All notices, invoices, and letters must comply with the provisions of the Fair Debt Collection Act and any other Applicable Law. Any collection efforts undertaken on behalf of the County require a business-like demeanor in dealing with assigned accounts. The County will not tolerate debtor harassment, improper or unreasonable conduct by the Contractor in the billing or collection process. The County will not tolerate harassment of a customer in any form or manner. If the County determines that a customer is being unduly harassed, the County reserves the right to terminate the contract immediately.
 - vi) The Contractor must comply strictly with all Applicable Law pertaining to Medicare, Medicaid, and the release of the information contained in reports. All information-processing practices shall meet applicable standards for the Health Insurance Portability and Accountability Act (HIPAA). The Contractor shall be able to provide documentation of HIPAA compliance throughout the entire contract term, at minimum, one time annually at contract renewal term, or by the request of the County at any time during the contract period. Failure to maintain HIPAA compliance will be justification for immediate termination of the contract at no cost to the County.
- b) Training
 - i) The Contractor shall assist County administration personnel, or its Contractors, in developing

training for personnel and County volunteers, on ePCR documentation, billing, HIPAA, and related issues. This training will be used in orienting new and existing volunteers and County employees. This type of training shall be provided at a minimum of every year.

- ii) The Contractor shall provide other expertise as needed by the County.
- c) Customer Service
 - i) The Contractor shall respond to and resolve, in a timely manner, all inquiries and complaints that address any aspect of the routine billing services, including but not limited to, account information, fees, insurance, payment plan, collection methods, and customer dissatisfaction with services or performance as brought to the Contractor's attention by the County. Any inquiries or complaints which cannot be resolved by Contractor within a reasonable period of time or which escalate to potential litigation or similar claim by a customer must be reported to the County including a detailed summary and record of interactions and communications with the customer.
 - ii) The Contractor shall establish procedures for receiving payments and correspondence that is agreeable to the County.
 - iii) The Contractor shall maintain regular contact with the County to ensure that the County is satisfied with the services the Contractor delivers.
 - iv) The Contractor shall provide a toll-free telephone number for customers and insurance companies. The Contractor shall answer telephone calls from County customers during normal, reasonable, business hours each day, Monday through Friday, excluding holidays. The Contractor shall make a translation service available to assist patient with other language needs.
 - v) The Contractor shall provide a 24-hour voice mail system. A good faith effort must be made to contact customers within 24 business hours after the initial contact from the customer. Due to unforeseen circumstances or during inclement weather, the County must be notified when the voicemail is in effect, weekdays, for any time-period lasting longer than 24 hours.
 - vi) The Contractor shall provide web-based access for customers to use in order to view or update account information through a secure internet connection.
- d) Billing Notices and Letters
 - i) The Contractor shall design, print, and send appropriate billing statements, notices and/or letters to customers or responsible parties for the ambulance services provided by FCEMS, the form of all billing statements, notices, and/or letters shall be subject to approval by the County in its sole discretion in advance.
 - ii) The form and content of all billing statement, notices and/or letters must be approved in advance by the County. All notices must indicate the contractual relationship between the Contractor and the County. The Contractor agrees to make changes to billing statements when requested by the County in a timely manner.
 - iii) The bills mailed by the Contractor shall include return envelopes coded to a lockbox address established by the Contractor. The Contractor shall instruct the customer, patient, or responsible party to make payment payable to Fluvanna County and to mail the payment in the return envelope provided with the bill.
- e) Policy and Procedural Changes
 - i) The County may contact or consult with the Contractor to establish, review, and/or change policies and procedures at any time and without additional cost. Such may include, but is not limited to, consultation regarding the following:
 - (1) Clinical documentation
 - (2) Special situation adjustments and authority
 - (3) Write-Offs
 - (4) Compassionate Billing
 - (5) Financial Hardship documentation processes
 - (6) Discounts
 - (7) Payment plans

- (8) Acceptance of credit card payments
- (9) Compliance activities
- (10) Medical record management
- (11) Quality Care Improvement policies
- (12) HIPAA Compliance Standards
- f) Technology Requirements
 - i) The Contractor shall provide all software and services associated with the billing and collection process, as described below:
 - (1) The Contractor shall provide a comprehensive automated billing and collection system which will be compatible to County owned computer equipment and software, including the ImageTrend reporting systems.
 - (2) The County will provide the Contractor access to detail patient account information through a secure connection and client software.
 - (3) The Contractor shall initiate the batch download of ePCR information daily, through a secure connection and the software provided, on the County ImageTrend system.
 - (4) The Contractor shall provide a secure FTP transfer site (or equivalent service) for transmission of documents with the Contractor.
 - (5) The Contractor shall provide secure remote access for County authorized personnel to access online electronic data about each account and print reports by "query inquiry" for the duration of the contract. A file with one record for each patient shall be available and will, at a minimum, provide the following information:
 - (a) FCEMS Incident Number
 - (b) Date of Service
 - (c) Patient Name
 - (d) Patient Date of Birth
 - (e) Patient Address
 - (f) Insurance Information
 - (g) Original Billing Amount
 - (h) Amount Paid
 - (i) Account Status
 - (j) Billing Date
 - (k) Last Activity Date
 - (l) Any account history or notes during which the account has an open or active status
 - (6) All information processing shall be HIPAA compliant.
- g) Reporting Requirements
 - i) The Contractor must provide the County with a series of reports to show management and financial information. The following list of reports is the required minimum. Contractors may submit alternative reports for approval.
 - ii) Daily Reports: The Contractor shall deliver to the County daily reports with a summary of all deposits completed within the previous business day.
 - iii) Weekly Reports: The Contractor shall deliver to the County weekly reports with a summary of all downloaded ePCR data retrieved from the EMS agencies. The report shall at a minimum include the FCEMS trip/incident number, date of service, patient name, and date imported. This report will need to be broken down into the respective ordering facilities.
 - iv) Monthly Reports: The Contractor shall deliver to the County, by the 10th of each month, management reports with a summary of all work completed during the previous month, a cumulative summary of accounts receivable for the year, and a cumulative summary of accounts receivable since contract start date. The reports need to be all inclusive of all EMS agencies, but also broken down into the respective ordering facilities. The reports shall include at a minimum, but not limited to, the following:

- (1) Receipts/Revenues – Reflective of the previous month to date deposits/transactions as posted to patient accounts.
 - (2) Collection Statistics – Gross billings by transport month (date of service) and the related adjustments, write-offs, and collections to date for that month.
 - (3) Billings – Billings for each incident reported to the Contractor during the previous month, to include at a minimum, the date of service, incident number, patient number, patient name, and amount billed for each incident. Additionally, this report must summarize the monthly activity to provide the number and amount billed by service provided (BLS, ALS1, ALS2, Loaded Miles), payer type, and residency status.
 - (4) Adjustments and Write-Offs – Adjustments and write-offs posted during the previous month, to include at a minimum the date of service, incident number, patient number, patient name, and adjustment amount for each incident. Additionally, this report must summarize the monthly activity to provide the number and amount adjusted by type and residency status.
 - (5) Accounts Receivable Aging Report
 - (6) Insurance and Self-Pay Report
 - (7) Other additional reports as requested by FCEMS
- h) Personnel Requirements
- i) The Contractor shall at all times provide only experienced individuals with the expertise to provide the services denoted in this RFP document. The County reserves the right to request the removal of any Contractor's employees and/or agents from the County's account that, in the estimation of the County, are not suited to handle the responsibilities of the work assigned. Billing specialists with the Contractor are expected to have Certified Professional Coder (CPC) credentials or Certified Ambulance Coder(CAC) credentials.
 - ii) The Contractor shall make the County aware of significant personnel turnover and/or transitions in a timely manner.
 - iii) The Contractor shall ensure during personnel turnover that dedication to services provided on the County account are maintained.
- i) Security and Disaster Recovery Plan
- i) The Contractor must have a documented security and disaster recovery plan in place. The plan must include specific and detailed information regarding encryption of electronic data or otherwise securing data during transmission. The Contractor must describe its disaster recovery plan for the proposed system. The methods shall be able to preserve the integrity of applications and data and shall provide immediate system and data recovery with minimum downtimes to the application according to industry standards. The system shall include:
 - (1) Software Crash Tolerance – Server and client software shall maintain its integrity in case of power failures and abrupt shutdowns.
 - (2) Restart/Recovery – The system shall be capable of restart and recovery after system failure with no loss of data or software components.
 - (3) File Protection – This feature shall provide the capability to limit the types of operations (e.g. read, write, delete) that can be performed by individual users on given data or program files.
 - (4) Integrity Checking Feature – The system shall provide the capability of identifying the existence of program and/or system discrepancies.
 - (5) Hardware Redundancy – Implementing backup drives and raid configurations for database, application, and network servers.
- j) Audit
- i) The Contractor shall provide the County a copy of their Report on a Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls as required under the AICPA, Statement on Standards for Attestation Engagements, No. 16 (SSAE No. 16) as completed by an independent auditing Contractor. The County will review the report to justify relevant internal controls over transactions as they relate to the County's internal control

over financial reporting.

k) **Payment for Services**

- i) The Contractor shall submit its invoice for the services performed during the previous month on or before the 15th day of the following month. Payments to the Contractor shall be made within 45 days after the receipt of an approved invoice.
- ii) Collectively as used herein the term “services” include all the requirements and provisions of this RFP related hereto, including without limitation Section 3 and 4 in their entirety.

5) SUBMISSION INSTRUCTIONS

a) **GENERAL INSTRUCTIONS**

- i) **RFP Response:** In order to be considered for selection, interested parties must submit a complete response to this RFP. Failure to comply with all criteria listed herein may be cause to reject an Offeror’s proposal
- ii) **RFP Questions:** Address questions concerning this RFP to:

Cyndi Toler, Purchasing Officer
P.O. Box 540
132 Main Street
Palmyra, VA 22963
Ph: (434) 591-1930
ctoler@fluvannaCounty.org

Offerors shall submit any questions in writing. Written responses, including the questions, will be posted with the RFP. Questions will not be accepted after July 16, 2020, at 10a.m. eastern standard time.

- iii) **Ownership of Proposals:** Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Freedom of Information Act. Any proprietary or trade secrets material submitted must be identified as such, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary, or a trade secret as defined under applicable Virginia Law. The classification of an entire proposal document, individual pricing or total proposal prices is not acceptable and will result in rejection and return of the proposal.
- iv) **Due Date:** Sealed copies of the proposal must be received by the Purchasing Officer no later than 2:00 p.m. EST on July 27, 2020. Proposals must be addressed to:

Cyndi Toler, Purchasing Officer
P.O. Box 540
132 Main Street
Palmyra, VA 22963
RFP-2018-01

Any Proposals that are turned in late will be rejected and returned unopened. Any Proposals sent in via facsimile, telephone, or email shall not be considered.

b) **PROPOSAL PREPARATION**

- i) The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:

- (1) **Cover Letter** - Provide a cover letter that confirms the Offeror's understanding of this Request for Proposal, an overview of the history and qualifications of the firm.
- (2) **Forms** - All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.
 - (a) Certificate of No Collusion
 - (b) Offeror Statement
 - (c) Proof of Authority to Transact Business in Virginia
 - (d) Vendor Data Sheet
- (3) **Qualifications** - Statement of qualifications and any additional information that the Offeror considers pertinent to its qualifications for the services and which respond fully to the Scope of Work described herein. "Additional Information" is defined as:
 - (a) Licenses to conduct services required by the Code of Virginia
 - (b) Specify any additional individuals who will be assigned to the contract, the level of their experience including credentials, related experience, training, and education of the personnel;
 - (c) Sample documents and/or reports, relating to the services
- (4) **Proposed Sub-Consultants** - The Offeror shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-consultants shall be provided. By proposing such firm(s) or individuals, the Offeror assumes full liability for the sub-consultant's performance. The Offeror shall state the amount of previous work experience with the sub-consultant(s).
- (5) **Project Approach** - The purpose of this section is to provide the County with the Offeror's understanding and proposed approach to the project/provision of services. The Offeror should discuss in detail the proposed management and project approach. The staffing of the Offeror's firm and firm's approach to ensure quality control and ability to meet turn-around times set forth herein.
- (6) **Representative Projects** - This section of the Offeror's Proposal should list and describe representative clients currently serviced focusing on similar services and especially services provided to other Virginia agencies, localities, and public bodies. The Offer must include a description of every project it has worked on in the last two (2) years for Virginia (including any department or agency thereof) or a Virginia public body such must include the client name, a contact point for client, and a brief description of the type of services provided.
- (7) **Cost and Effective Cost Control**
 - (a) The County will consider cost for services in evaluating proposals.
 - (b) Effective Cost Control - Demonstrated history of effective control of project costs and collection success and ability to accomplish work in a timely manner:
 - (i) Describe the Offeror's cost control methodology especially as it relates to optional services;
 - (ii) Describe the approach for reducing the costs of optional services and approach to collection that will increase cost recovery effectiveness;
 - (iii) Describe your documentation, tracking and reporting system;
 - (iv) Describe your program for quality control;
 - (v) Overall benefits value as compared to pricing, design, and cost containment factors;
- (8) **Other Requirements** - The proposal package shall include as a minimum:
 - (a) The RFP document with any addenda acknowledgements filled out and signed as required (see attachments hereto).
 - (b) A detailed response to all requirements, general, specific, functional and technical as defined within this RFP (see Section 3 "Scope of Services" and Section 4 "Contractor's Responsibilities").

- (c) A sufficient description of the experience and knowledge base of the Offeror to show the Offeror's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the Offeror included in the proposal should include, but not necessarily be limited to, the following:
 - (i) A brief description of the history and mission of the Offeror, including the Offeror's background and mission statement, the length of time the Offeror has been in business, a description of the Offeror's organizational structure and a description of the Offeror's customer make-up;
 - (ii) A statement of how long the Offeror has provided services similar to the Services requested herein;
 - (iii) A general description of the Offeror's experience and background in providing services similar to the Services requested herein;
 - (iv) Any other relevant information about the experience and knowledge base of the Offeror which is deemed to be material;
 - (v) Resume of each key employee engaged in the services, including the roles of each and an overview of their previous experience with similar projects; and
 - (vi) Background Information including at minimum: most recent year's financials (prefer audited) and a disclosure of any past and pending litigation
 - (d) Pricing Options- Include hourly and/or lump sum pricing for services and pricing of any optional services (with a clear indication that they are optional).
 - (e) Description of the typical assistance the Offeror will require of County staff.
- (9) **Client References:** Offerors shall provide a minimum of four (4) client references that are similar in size and scope to the County' Project that have utilized similar Services. All client customers in the State of Virginia must be provided, regardless of circumstances.
- (10) **Other:** The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
- (11) **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.
- (12) **Incurred Expenses:** The County will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the County of Fluvanna as a result of cancellation of this RFP.
- (13) **Addenda:** Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate.
- ii) **Submittal Instructions**
- (1) **Each Offeror must submit one (1) original hard copy, Three (3) copies and one (1) electronic copy of its proposal on a USB flash drive/memory stick.**
 - (2) An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
 - (3) All forms attached to this RFP must be fully completed, executed by the Offeror and returned as a part of Offer's Proposal.

- (4) Offers shall be prepared simply and economically, providing a straightforward, concise description of firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (5) Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP.
- (6) **Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or email shall be rejected.**
- (7) Cost will be considered in evaluating the Proposals.

6) EVALUATION AND AWARD CRITERIA

- a) The County will follow the evaluation and selection criteria described in this RFP. The County shall evaluate proposals intends to award the contract to the firm that makes the best proposal overall, with cost being a factor. The firm selected will be required to demonstrate its ability to provide the services required effectively with complete impartially and without any conflict of interest. The selection of a Successful Offeror shall be based on the following criteria:
 - i) Qualifications and experience of key contract team members who are actively involved throughout the entire contract. **(25 points)**
 - ii) Relevant experience with similar projects. **(20 points)**
 - iii) Specific plan and/or methodology to be used to perform the services. **(20 points)**
 - iv) Cost/Price **(25 points)**
 - v) References from other similar projects. **(10 Points)**
- b) The Evaluation Committee will independently read and rate each proposal.
 - i) The selection process shall be as per § 2.2-4302(A)(3) of the Virginia Public Procurement Act for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the factors involved in this RFP and the evaluation criteria, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which in their opinion has made the best proposal and shall award the contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. Awards may be made to more than one Offeror in the discretion of the County
- c) The County of Fluvanna may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359(D) Code of Virginia). The award document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- d) The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as Section 6. These provisions bind all Offerors. Further, the conditions and requirements of this RFP, including, but not limited to, County's General Terms, Conditions, and Instructions to Bidders and Contractors, are a material part of any contract awarded between the County and the successful Offeror(s).

7) GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

ATTACHED

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the "General Conditions") shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County") unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder's/Contractor's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County's Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the "VPPA") is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
2. **DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: "Affiliate", "Best Value", "Business", "Competitive Negotiation", "Competitive Sealed Bidding", "Construction", "Construction Management Contract", "Design-Build Contract", "Employment Services Organization", "Goods", "Informality", "Job Order Contracting", "Multiphase Professional Services Contract", "Nonprofessional Services", "Potential Bidder or Offeror", "Professional Services", "Public Body", "Public Contract", "Responsible Bidder or Offeror", "Responsive Bidder", "Reverse Auctioning" and "Services". Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:
 - a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term "Bid" is used throughout these General Conditions and where appropriate includes the term "Proposal" or any modifications or amendments to any Bid or Proposal.
 - b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term "Bidder" is used throughout these General Conditions

and where appropriate includes the term “Offeror” and/or “Vendor”.

- c. Contract: Any contract to which the County will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to “his” shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- m. Request for Proposal (also referred to herein as a “RFP”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
- n. Small Purchasing Procedures: The County’s Small Purchasing Procedures, being Chapter 4 of the County’s Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.

being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.

- 6. CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
- 7. MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.
- 8. LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:

 - a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
 - b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
 - c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
 - d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.
- 9. WITHDRAWAL OF BIDS:**

 - a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be

clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

10. ERRORS IN BIDS: When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

11. IDENTIFICATION ON BID ENVELOPE: All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

12. ACCEPTANCE OF BIDS: Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

13. COMPLETENESS: To be responsive, a Bid must include all information required by the Solicitation.

14. CONDITIONAL BIDS: Conditional Bids are subject to rejection in whole or in part.

15. RESPONSE TO SOLICITATIONS: In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.

- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
- 21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
 - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
 - c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
 - d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;

- e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
- f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

22. CONFLICT OF INTEREST: Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. OMISSIONS OR DISCREPANCIES: Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. BRAND NAME OR EQUAL ITEMS: Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive

sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.

25. FORMAL SPECIFICATIONS: When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

26. CONDITION OF ITEMS: Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. RESPONSIBLE BIDDERS: In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of previous Contracts or Services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability and adaptability of the Goods or Services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of the conditions attached to the Bid;
- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES: The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to

a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

- 29. EXCLUSION OF INSURANCE BIDS PROHIBITED:** Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.
- 30. ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.
- 31. QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.
- 32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:**
- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
 - b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that

state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.

- c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
- d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER: Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

34. APPLICABLE LAW AND COURTS: Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

35. PROVISION AND OWNERSHIP OF INFORMATION: The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.

36. DOCUMENTS: All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other

parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.

37. CONFIDENTIALITY: Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.

38. INDEPENDENT CONTRACTOR: The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.

39. INSURANCE: The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)
Worker's Compensation	Amount required by Virginia law	

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance. In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

40. KEY PERSONNEL: For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

- 41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.
- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.
- 46. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
- 47. PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:
- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
 - b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.

- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

48. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

50. SUCCESSORS AND ASSIGNS: The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

51. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

52. NON-DISCRIMINATION ASSURANCES: The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.

- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

55. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and

the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

56. TERMINATION: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
- b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
- c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
- d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

57. APPROPRIATIONS: Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.

58. REFERENCES TO VIRGINIA LAW: Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

59. COOPERATIVE PROCUREMENT: Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

60. AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.

61. GUARANTIES AND WARRANTIES: All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
- g. For any Contract involving Services of any nature, the Contractor further agrees to:
 - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
 - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice

for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.
- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

66. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

67. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

- 68. RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.
- 69. INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
- 70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.
- 74. PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- a. Purchase Order Number;

- b. Name of Article and Stock Number;
- c. Quantity Ordered;
- d. Quantity Shipped;
- e. Quantity Back Ordered; and
- f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

- 75. ADDITIONAL CHARGES:** No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.
- 76. METHOD AND CONTAINERS:** Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT
IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

- A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9) _____

Legal Name of Offeror/Bidder _____

Date _____

Authorized Signature _____

Print or Type Name and Title _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this _____ day of _____, 20_____.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____

By: _____ (SEAL)

Signature

Print Name: _____

Print Title: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), _____ (year) by _____ (Print Name), _____ (Print Title) on behalf of _____ (Name of Entity).

[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

_____, (SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

The undersigned Bidder/Offeror (hereinafter "Bidder") hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid or Request for Proposals and hereby submits this bid/proposal pursuant to such instructions, plans, conditions, specifications and other documents or items. By submitting a bid/proposal, the Bidder covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information; Certifies and warrants that the Bidder is properly licensed to provide the goods/services specified in the Request for Proposal and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If an Bidder shall fail to obtain the required license prior to submission of his proposal, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered; Bidder further agrees that conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with the contract.

Complete if Bidder is an Entity: WITNESS the following duly authorized signature and seal:

Name of Entity: _____

By: _____ (SEAL)

Signature

Print Name: _____

Print Title: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
____ (year) by _____ (Print Name),
____ (Print Title) on behalf of _____ (Name of Entity).

[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

Complete if Bidder is a Sole Proprietor: Witness the following signature and seal:

____ (SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
____ (year) by _____ (Print Name), a sole proprietor.

[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

01. ADMINISTRATION

1.3. EMS Cost Recovery Program

BOS approved – July 5, 2017

Updated/Formatted – Sep 25, 2018

1.3.1 Purpose. To establish a policy for implementation of emergency medical services vehicle transport (“EMS transport”) billing in Fluvanna County. Fluvanna’s EMS Cost Recovery Program follows a “Compassionate Billing” model whereby users of EMS transport services are balance billed for charges not covered by insurance and hardship waivers are available for those meeting specific criteria. Fluvanna County may reduce or eliminate the patient’s financial responsibility for EMS transport services on a case-by-case basis where the patient qualifies under published financial hardship guidelines. Determination of financial hardship is based upon a percentage of established Federal Poverty Income Guidelines in relation to household income and household assets. Insured patients who choose not to have their claim filed with their insurance company are not eligible for our financial hardship assistance program.

1.3.2. Authorization. This policy is hereby established pursuant to the Code of Virginia §32.1-111.14 that authorizes the exercise of certain powers necessary to assure the provision of adequate and continuing emergency services and to preserve, protect and promote the public health, safety, and general welfare; and pursuant to the Code of Virginia §38.2-3407.9, authorizing insurance reimbursement for services provided by an emergency medical services vehicle; and Chapter 8 (Fire Protection and Public Safety) of the Code of Fluvanna County, establishing an Emergency Medical Services (EMS) Cost Recovery Program, including without limitation Section 8-6-4.C of the Fluvanna County EMS Cost Recovery Ordinance.

1.3.3. Scope. This policy is applicable to all agencies providing emergency medical services in Fluvanna County who operate under Fluvanna County authority and a permit issued by Fluvanna County (“EMS transport agencies”, each an “EMS transport agency”).

1.3.4. Background. Fluvanna County has established fees for EMS transport services via Resolution on July 15, 2015, and effective September 1, 2015. The fees are based on the level of service provided, plus loaded mileage driven. Fluvanna County contracts with a billing company to provide billing and collection services for these fees. The billing company is responsible for obtaining insurance information that is not easily obtained in the course of the transport and for billing the appropriate parties.

1.3.5. Definitions

A. Billing - Invoice for EMS transport services sent to recipient or responsible party for payment of services provided by an EMS transport agency. Billing is based on a fee schedule adopted by the Fluvanna County Board of Supervisors. The fee schedule may change from time to time.

B. Billing Contractor - Third-party company retained by Fluvanna County to prepare billings and collect monies due for EMS transport services rendered. Also referred to as the billing company.

C. Billing Data - Information collected at the time the EMS transport services are provided, or as soon thereafter as practicable, including but not limited to: primary and secondary insurance carriers, including Medicare and Medicaid, related insurance policy and group numbers, the person responsible for cost of patient's care, and the patient's name, address, and telephone number.

D. Financial Hardship - The patient's inability to pay, in whole or in part, fees charged for EMS transport services rendered by an EMS transport agency. Page 2 of 2.

E. Hardship Waiver - The determination, made on a case-by-case basis, not to bill for and collect all or a portion of the fee due for EMS transport services provided. The financial hardship waiver is one in which all or part of the fee may be waived on the basis of financial hardship.

F. Health Insurance - Any third party entity legally and/or contractually obligated to pay all or part of the cost of medical care for a patient, including but not limited to insurance corporations, insurance reciprocals, and Medicare or Medicaid. For purposes of this policy, health insurance shall include health savings accounts and medical savings accounts established pursuant to paragraphs 859A and 860 of the Internal Revenue Code and subsequent amendments thereto.

G. Patient - Any person who receives emergency medical care provided by an EMS transport agency.

H. Service Levels:

1. BLS (Basic Life Support) Emergency – EMS transport service, including but not limited to transportation by ground ambulance vehicle, in the context of an emergency response and the provision of medically necessary supplies and services, including BLS ambulance/emergency services vehicle services as defined by the State of Virginia.

2. ALS1 (Advanced Life Support Level 1) Emergency – EMS transport service, including but not limited to transportation by ground ambulance vehicle, in the context of an emergency response and the provision of medically necessary supplies and services including the provision of an ALS assessment or at least one ALS intervention.

3. ALS2 (Advanced Life Support Level 2) Emergency - EMS transport service, including but not limited to transportation by ground ambulance vehicle, in the context of an emergency response and the provision of medically necessary supplies and services including:

a. at least three separate administrations of one or more medications by intravenous push/bolus or by continuous infusion (excluding crystalloid fluids); or

b. the provision of at least one of the ALS2 procedures listed below:

Manual defibrillation/cardioversion;
Endotracheal intubation;
Central venous line;
Cardiac pacing;
Chest decompression;
Surgical airway; or
Intraosseous line.

4. Mileage - Assessed on actual miles travelled with patient on ambulance/emergency medical services vehicle.

I. Victim of a Crime:

1. Victim – Victim as defined in the Compensating Victims of Crime Code (Virginia Code Sections 19.2-368.1 et seq.)

2. Victim Claim – a claim for health care related services properly filed by a Victim and approved for payment /award under the Compensating Victims of a Crime Code.

3. Victim Hardship – the bill of a Victim filed as a Victim Claim and accepted by the VVF for payment directly to the County under the VVF MOA. Page 3 of 3

4. Virginia Victims Fund (“VFF”) – the fund awarding Victims Claims under the Compensating Victims of a Crime Act.

5. VVF MOA – that memorandum of agreement between the County of Fluvanna and the VVF for payment to the County of patient bills for Victims filing a Victim Claim pursuant to the Compensating Victims of Crime Code.

1.3.6. Policy

A. NO ONE WILL EVER BE DENIED emergency medical transport service due to either their lack of insurance or inability to pay.

B. A Cost Recovery Program information brochure will be available to all patients at the time of transport. Insurance coverage information generally will be obtained either in route or at the hospital. Additional information is available on the County’s website and from the County’s billing company.

C. County Residents are subject to “Compassionate Billing” for EMS transport services and will be billed for charges not covered by insurance.

D. Non-County Residents are subject to “Compassionate Billing” for EMS transport services and will be billed for charges not covered by insurance.

E. Fire, rescue, and law enforcement personnel volunteering in or employed by Fluvanna County will not be billed for any charges not covered by insurance incurred in the performance of their duties.

1.3.7. Financial Hardship Waivers

A. Fluvanna County may reduce or eliminate the patient's financial responsibility for EMS transport services on a case-by-case basis where the patient qualifies under our financial hardship guidelines. Determination of financial hardship is based upon a percentage of established Federal Poverty Guidelines in relation to household income and household assets. (NOTE: Insured patients who choose not to have their claim filed with their insurance company are not eligible for our financial hardship assistance program.)

B. To apply for financial hardship assistance, the patient or responsible party will need to complete an Ambulance Fee Waiver Request and submit the completed worksheet to the Finance Department for verification of financial information.

C. The most current Federal Poverty Guidelines (<https://aspe.hhs.gov/poverty-guidelines>) will be used in evaluating possible partial or full waiver of charges.

D. Upon verification of a patient's financial hardship, the County uses the below structure to determine the level of charges waiver warranted.

<u>When Family Income is:</u>	<u>Waiver of Charges</u>
0.0 – 0.99 x poverty level	100%
1.0 – 1.75 x poverty level	75%
1.76 – 2.25 x poverty level	50%
2.26 – 3.00 x poverty level	25%
Over 3.00 x poverty level	No discount

E. The determination of financial hardship is applicable to the current EMS transport only. To waive or reduce future payments, the patient must again demonstrate financial hardship.

F. Elderly or disabled residents and disabled veterans who apply for financial hardship assistance, and qualify for real estate tax relief pursuant to County ordinance or other applicable law, will be deemed to have demonstrated financial hardship and will not be billed for any charges not covered by insurance.

G. Victims of Crime. Transport bills for patients who are a victim of a crime and who have filed a claim under the Compensating Victims of a Crime Code will be paid directly to the County by the Virginia Victims Fund (VVF). The County has a Memorandum of Agreement (MOU) with the Virginia Victims Fund and will work with the VVF regarding payment of the patient's bill. Should the victim's claim be denied, the County will seek payment directly from the patient if authorized under applicable law. Patient may still be eligible for a financial

hardship waiver at such time and may complete the hardship waiver for financial hardship if victim hardship billing is denied.

1.3.8. Payment Plans. Payment plans may be arranged for charges due based on a review of circumstances and approval by the County Administrator or his designee. Fluvanna County generally does not extend payment plans to patients who have failed to make timely payments in the past. Fluvanna County may authorize monthly installment payments based on the following minimum payment guidelines:

<u>Account Balance</u>	<u>Minimum Monthly Payment</u>
\$250 or less	\$25.00
\$251 - \$500	\$45.00
\$501 - \$750	\$65.00
\$751 - \$1000	\$85.00
Over \$1,000	10%

1.3.9. Medical Necessity. If the insurance company deems the transport is not medically necessary the billing company will verify the information that was submitted to the insurance company and resubmit the claim for reconsideration. If the insurance carrier still deems the transport not medically necessary, the County Administrator or his designee will review the individual case for possible waiver of the fees.

1.3.10. Debt Collection Actions. Fluvanna County's billing company will not pursue payment recovery through a debt collection agency without express authorization of the County Administrator or his designee.

1.3.11. EMS Transport Agency Requirements. All EMS transport agencies shall adhere to applicable laws, ordinances, rules, regulations, policies and directives, complete necessary forms, and provide pertinent information relating to patient care to facilitate generation of appropriate bills for any EMS transport services provided by EMS transport agencies. NOTHING IN THIS POLICY OR IN THE EMS COST RECOVERY PROGRAM IN GENERAL IS INTENDED TO PLACE THE NEEDS OF COST RECOVERY ABOVE THE NEEDS OF PATIENT CARE.

1.3.12. Fee Structure. EMS Cost Recovery Program fees for BLS, ALS1, and ALS2 EMS transport services and mileage are established by resolution and adopted by the Board of Supervisors. Effective on and after September 1, 2015, fees for these EMS transport services have been set at 125% of the Medicare allowable charges at the time of service. Fees shall be monitored to ensure that they comply with applicable requirements, including but not limited to all requirements of the U.S. Department of Health and Human Services' regulations regarding allowable fees paid by Medicare and Medicaid.

1.3.13. Billing Process. A bill will be generated for EMS transport services performed by EMS transport agencies. Patients will fall into one of the following categories for billing purposes:

A. INSURED County Residents and Non-Residents

1. The appropriate insurance carrier will be billed.
2. If insurance does not pay 100%, a balance bill goes to patient transported, with notice of hardship waiver guidelines and payment options.
3. 30- and 60-day balance due notices are sent, if payment is not received.
4. County Administrator, or his designee, decides whether collection will be pursued and/or whether account may be written off as uncollectable.

B. UNINSURED County Residents and Non-Residents

1. A fee for services bill goes to patient transported, with notice of hardship waiver guidelines and payment options.
2. 30- and 60-day balance due notices are sent, if payment is not received.
3. County Administrator, or his designee, decides whether collection will be pursued and/or whether account may be written off as uncollectable.

Note: Contractual write offs. The bills that Medicaid, Medicare, and insurance companies pay on behalf of an insured individual are sometimes adjusted to pay only a portion of the billed amount. This adjustment, referred to here as a "contractual write off", is usually due to the laws governing the payment amount or through agreements between the insurance companies and billing entity. The contractual write offs are not considered unpaid balances, and will not be billed to patients.

1.3.14. HIPAA and Privacy Policy. The notice will be mailed to each patient by the billing company. All patients receiving transport (or designee) will be asked to sign a “Combined Notice to Ambulance Patients – HIPAA Acknowledgement Form /Authorization to Bill Insurance Company Consent Form.”

Fluvanna's EMS Cost Recovery Program at a Glance...

Definition	"Compassionate Billing" eliminates or minimizes out-of-pocket expenses for ambulance services for those who cannot afford to pay and for victims of crime (consistent with Virginia Code Sections 19.2-368.1 et seq. ("compensating victims of crime code"). Patients will not be billed until all insurance options are exhausted.
Insured County Residents and Non-Residents	The appropriate insurance carrier will be billed. Any balance remaining after your applied insurance payment <u>could be</u> your responsibility, including any required co-pays or deductibles. Hardship waiver guidelines and payment options are available. 30- and 60-day balance due notices are sent, if payment is not received.
Uninsured County Residents and Non-Residents	A bill for services goes to patient transported. Hardship waiver guidelines and payment options are available. 30- and 60-day balance due notices are sent, if payment is not received.
Hardship Waivers	A Patient's financial responsibility for transport fees may be reduced or eliminated on a case-by-case basis by completing a Hardship Waiver Request Application. Determination of financial hardship is based upon a percentage of Federal Poverty Income Guidelines. Determination of victim hardship is based upon patient being defined as a victim and filing a claim consistent with the Compensating Victims of Crime Code. Such claims are paid directly to the County by the Virginia Victims Fund (VVF), as per the agreement between the County and the VVF.
Payment Options	Along with possible reductions or elimination of fees, monthly installment payments are available. <i>(Based on financial need.)</i>
Other Provisions	Transport not deemed medically necessary? Resubmit insurance claim for consideration and then request review for possible waiver of fees. Outstanding balances? Will not pursue collection through a debt collection agency without express authorization. Elderly or disabled residents, or disabled veterans? Will not be billed for balances not covered by insurance. <i>(Applies to those qualified for real estate tax relief)</i>
Current Fees	The rate charged for transport services depends on the level of medical services required by the patient, the level of expertise of the responders (EMT, Paramedic, etc.), and the number of miles the patient travels in the ambulance. Fluvanna rates have been set by the Board of Supervisors at 125% of Medicare Allowable Charges. Current fee schedule is available on the County website.

For billing questions, call: (800) 814-5339

Other EMS Cost Recovery questions should be addressed to:

Privacy Officer, County of Fluvanna Emergency Services

P.O. Box 540, 132 Main Street, Palmyra, VA 22963 | Ph: (434) 591-1910

<https://www.fluvannacounty.org/ems-billing>



Fluvanna County EMS Cost Recovery

Fluvanna County's EMS Cost Recovery Program is a compassionate model that collects money for system operations from the people who receive services, with the vast majority of the revenues collected directly from Medicare, Medicaid, and private insurance companies.

Effective September 1, 2015

(Revised July 5, 2017)

What is EMS Cost Recovery?

An EMS Cost Recovery program allows counties to bill insurance companies and individuals for the cost of ambulance services (emergency medical transport). When a patient is treated and transported, the insurance companies are billed for the services performed by the agency providers. Medicare, Medicaid, and most private insurance policies allow for reimbursement for this service.

*Attending to the patient's medical needs will always be **first priority**.*



How Ambulance Billing Works

Fluvanna County has contracted with a private billing company to handle the billing process, which is similar to what happens when you receive services from a doctor or other healthcare provider.

1. First, the patient receives the service (emergency ambulance transport to a hospital).
2. Insurance information will generally be obtained either enroute or at the hospital.
3. Once the patient has been treated, a claim will be sent to your private insurance provider, to Medicare, or to Medicaid. Patients will not be billed directly until all insurance options are exhausted.

Will insurance generally pay my entire bill? Most insurance companies pay the majority of the charges for ambulance transport. However, any balance remaining after your applied insurance payment could be your responsibility, including any required co-pays or deductibles.

What are my options if I don't have health insurance and cannot pay my bill or am a victim of a crime? *Patients will always be treated and transported regardless of the ability to pay.* Patients who do not provide health insurance information will be sent a request for insurance information. This request will include a **hardship waiver form**. If you can demonstrate financial hardship or victim hardship per the County's policy, a waiver or reduction of fees is available. Payment plans for qualified patients offer modest monthly payments with no interest or penalties as long as regular payments are made. (Please visit <https://www.fluvannacounty.org/ems-billing> to view the County's hardship waiver policy.)

Will my health insurance premiums increase as a result of this billing? Not likely. Many other local governments in Virginia have implemented a cost recovery program for ambulance transport fees, and have reported no evidence that EMS billing increases health insurance premiums. Health insurance premiums have continued to rise regardless of whether or not a community decides to bill for EMS ambulance transports.

No one will ever be denied emergency service, regardless of ability to pay.

How will EMS Cost Recovery help the Volunteer Providers?

New funding made available through the cost recovery program will be used to offset the rising costs associated with supporting our rescue squads and other EMS service providers, helping them to continue providing the best possible service to the County's residents.

Will the volunteer rescue squads still need our donations? Yes. The cost of providing EMS services continues to rise and our volunteer EMS agencies will still need the public's support.

Will billing impact the donations and fund drives for volunteer EMS agencies? It is commonly heard that an agency that begins billing for services will see an initial decrease in the amount of funds collected from annual fund drives and donations to the agency. However, most agencies have found that there is no evidence to support this claim as agencies actually see minimal impact on annual fund drive and donation collections.

Does the Cost Recovery Program provide all the support needed to fund EMS? No. Money collected through Cost Recovery will help offset the tax payer dollars required to provide capital and operational EMS expenses in Fluvanna. When this program is fully operational, revenue will only provide a portion of the total funding needed for EMS services.

Key Points

- No one will ever be denied EMS treatment or transport based on their ability to pay.
- When a patient calls 9-1-1, but is not transported to the hospital, there is no charge.
- Most insurance companies, including Medicare and Medicaid, already allow for reimbursement of EMS ambulance service.



EX3

County of Fluvanna, Virginia
Form 1.3 - Ambulance Fee Waiver Request

Submit for to: Fluvanna County Finance Department, P.O. Box 540, 132 Main Street, Palmyra, VA 22963 – Ph: (434) 591-1930

Section A - PATIENT INFORMATION			
Patient's Name		Date of Birth	Social Security Number
Home Address		City	State Zip Code
Home Phone	Cell Phone		Work Phone
Date(s) of Ambulance Service?			
Household member who is Fire, Rescue, or Law Enforcement person currently volunteering in or employed by Fluvanna County? (Name: _____)		<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If YES for either item, skip Section B and go to Section C</i>
Patient is a Victim of a crime and has filed a claim under the Compensating Victims of a Crime Code and whose bill should be paid by the Virginia Victims Fund directly.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Section B - FINANCIAL INFORMATION			
Employment Information <input type="checkbox"/> Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired		Gross Household Income	Source(s) of Income
Health Insurance: <input type="checkbox"/> Medicare <input type="checkbox"/> Medicaid <input type="checkbox"/> Private Insurance <input type="checkbox"/> Medicare Supplement <input type="checkbox"/> None			
Number of Family Members living in household (including patient):		Adults:	Children:
Are you currently eligible for Elderly, Disabled, or Disabled Veteran Tax Relief?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Briefly describe why you are requesting a waiver or reduction of fees. 			
Name of Person Completing Form (if not patient)		Relationship to Patient	Telephone
SECTION C – CERTIFICATION AND SIGNATURE			
I hereby request that I, as either the patient or responsible party for the above-named patient, be considered for a reduction in my payment responsibilities for ambulance transport services. I understand that I will be held liable for any false statements made herein. I also understand that the County reserves the right to require proof of income in consideration of this request and to verify any information contained in this document for the sole purpose of assessing financial need.			
Signature of Patient or Legal Representative		Date	Relationship to Patient

FLUVANNA COUNTY STAFF USE ONLY			
Date Received:	Date of Service:	Incident #:	EMS MC Invoice #:
Financial hardship verified? <input type="checkbox"/> Yes <input type="checkbox"/> No	Reviewer Comments:		
If Yes, % reduction of charges: _____			
EMS MC notified? <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature		Date



EMS Cost Recovery Program FREQUENTLY ASKED QUESTIONS (FAQs)

Updated: Sep 25, 2018

What is Cost Recovery? An EMS Cost Recovery program allows counties to bill insurance companies and individuals for the cost of ambulance services (emergency medical transport). When a patient is treated and transported, the insurance companies are billed for the services performed by the agency providers. Medicare, Medicaid, and most private insurance policies allow for reimbursement for this service.

Why does Fluvanna need a cost recovery program? As the need for emergency medical service continues to grow, the County, like many local governments, is seeking ways to fund these services without relying solely on real estate and personal property taxes. EMS cost recovery permits localities to recoup system costs from those individuals who benefit directly from EMS delivery, including many non-County residents. EMS Cost Recovery is a type of user fee that raises money for system operations from the people who receive services, with the vast majority of the revenues collected directly from Medicare, Medicaid, and insurance companies.

How will the money be used? Funds collected from service fees will be used to defray costs and improve EMS services in Fluvanna, including personnel, supplies and equipment.

How does this affect me? The program will not change the way emergency service is provided. No one will ever be denied emergency service because of the EMS Cost Recovery Program. If you have private insurance, or are covered by Medicaid or Medicare, it will probably affect you very little because most policies have built-in provisions for emergency ambulance service. If the patient calls 911, but is not transported to the hospital, there is no charge.

HOW AMBULANCE BILLING WORKS

How does the billing work? Fluvanna County has contracted with a private billing company to handle this process, which is similar to what happens when you receive services from a doctor or other healthcare provider. First, the patient receives the service (emergency ambulance transportation to a hospital). Insurance information will be obtained routinely, either enroute or at the hospital. Once the patient has been treated, a claim will be sent to your private insurance provider, to Medicare, or to Medicaid. Patients, themselves, will not be billed until all insurance options are exhausted.

Will insurance generally pay my entire bill? Most insurance companies pay 80% of the charges for ambulance transport. However, any balance remaining after your applied insurance payment could be your responsibility, including any required co-pays or deductibles.

What are my options if I don't have health insurance and cannot pay my bill? *Patients will always be treated and transported regardless of the ability to pay.* Patients who do not provide health insurance information will be sent a request for information. The request will include a hardship waiver form and if you can demonstrate financial hardship per the County's policy, a waiver or substantial reduction of fees is available. Payment plans will also be offered requiring modest monthly payments with no interest or penalties. As long as regular payments are made, no additional collection efforts will be pursued.

What if I am unable to pay or I am a victim of crime? *No one will ever be denied EMS transport services due to the inability to pay.* Fluvanna's EMS cost recovery policy includes financial hardship provisions. If you demonstrate financial hardship per the County's policy, up to 100% of the fees may be waived. A hardship waiver of fees may be requested at any time during the billing process if you have a financial hardship or a victim hardship. You must complete a short **Hardship Waiver Request** and return it to Fluvanna County for consideration.

If I have a balance to be paid on my bill, will I be refused ambulance service? *Fluvanna County will **never** deny ambulance service to anyone at any time.*

If EMS comes to my house, but I don't need transport, will I receive a bill? No.

Will my health insurance premiums increase as a result of this billing? Many other local governments in Virginia have implemented a cost recovery program for ambulance transport fees, and have reported no evidence that EMS billing increases health insurance premiums. Health insurance premiums have continued to rise regardless of whether or not a community decides to bill for EMS transports. Factors such as prescription-drug coverage, litigation, medical technology improvements, and other factors have contributed to escalating health insurance premium costs. However, ambulance transports costs represent less than 1% of health care expenditures.

What type of information will I have to give when the ambulance arrives at the hospital? Attending to the patient's medical needs will always be first priority. When possible, you will be asked to provide any insurance information you have at the time of service.

What if I am unable to provide the insurance information at that time? If your insurance information is not available at the time of service, the billing company will attempt to obtain the information from the hospital. If the information cannot be obtained, you may receive a letter from the billing company asking you to provide the information. When the billing company receives the information, your insurance provider will be billed. You will not receive any further correspondence or bills until the insurance company has made a determination on your claim.

Will my insurance forms be filed for me? Yes, the County's billing company will file all insurance claims and forms on your behalf.

How is my privacy protected? All providers have been trained on patient privacy following Health Insurance Portability and Accountability Act (HIPAA) requirements and will strictly adhere to those standards.

What if I am unable to sign a HIPAA form during the transport? A signed HIPAA form is required before any of your information can be released from the hospital. The billing company will mail you a form requesting your insurance information in order for your insurance company to be billed for the transport.

Whom can I call if I have a billing or insurance problem? EMS|MC, our billing company, has customer service representatives to address billing and insurance questions (Toll Free 800-814-5339 or online at www.emsbilling.info).

RATES

What are the billing rates for EMS transport services? The rate charged for transport services depends on the level of medical services required by the patient, the level of expertise of the responders (EMT, Paramedic, etc.), and the number of miles the patient travels in the ambulance. Fluvanna rates have been set by the Board of Supervisors at 125% of Medicare Allowable Charges. Current charges are available on the County website at www.fluvannacounty.org/EMS-billing.

EFFECT ON THE VOLUNTEERS

How does this new program help the volunteers? New funding made available through the cost recovery program will be used to offset the rising costs associated with supporting our rescue squads and other EMS service providers, helping them to continue providing the best possible service to the County's citizens.

Will the volunteer rescue squads still need our donations? Yes. The cost of providing EMS services continues to rise and our volunteer EMS agencies will still need the public's support.

Will billing impact the donations and fund drives for volunteer EMS agencies? It is commonly heard that an agency that begins billing for services will see an initial decrease in the amount of funds collected from annual fund drives and donations to the agency. However, most agencies have found that there is no evidence to support this claim as agencies actually see minimal impact on annual fund drive and donation collections.

Does the Cost Recovery Program provide all the support needed to fund EMS? No. Money collected through Cost Recovery will help offset the tax payer dollars required to provide capital and operational EMS expenses in Fluvanna. When this program is fully operational, revenue will only provide a portion of the total funding needed for EMS services.

Exhibit A
BUSINESS ASSOCIATE, CONFIDENTIALITY AND NON-DISCLOSURE
AGREEMENT

This BUSINESS ASSOCIATE, CONFIDENTIALITY AND NON-DISCLOSURE Agreement (the “Agreement”) is entered into by and between _____ (hereinafter the “Business Associate”); and **FLUVANNA COUNTY**, a political subdivision of the Commonwealth of Virginia, (hereinafter y the “County”) effective as of the date of the _____ (the “Contract”) between the County and the Business Associate to which this Agreement is attached.

Any capitalized terms shall have the same meaning as in the Contract, unless otherwise defined in this Agreement. For valuable consideration, the parties agree as follows:

I. GENERAL PROVISIONS

- A. Purpose.** Business Associate has been retained by the County to perform certain activities, or services (collectively, “Services”) as described in the Contract. This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) and Confidential Information (as defined below) that the Business Associate may affect, view, access, move, transmit, create, receive, or use in connection with the Services to be provided by Business Associate to the County, consistent with the standards set forth in this Agreement and the regulations and administrative guidance with respect to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), including as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”). This Agreement is intended to protect the County and its PHI and Confidential Information and the Agreement is a material term to the County’s acceptance of and desire to enter into the Contract. **Any notification to the County hereunder to be made shall be directed to the County of Fluvanna, Attention Eric Dahl, 132 Main Street, Palmyra, VA 22963 with a copy to the County Attorney, Frederick W. Payne, 414 East Jefferson Street, Charlottesville, VA 22902.**
- B. Effective Date.** The provisions of this Agreement shall take effect on the date the Contract takes effect and shall continue in full force and effect for the Term of the Contract, including any and all renewals or extensions thereof or until the Business Associate has returned all PHI and Confidential Information as defined herein, whichever is later.
- C. Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Privacy and Security Rules. Other defined terms include:

1. “Breach” shall have the meaning given such term in 45 C.F.R. §164.402.
2. “Confidential Information” shall include any and all employee information, personal information, social security numbers, data, materials, products, technology, computer programs, specifications, manuals, business plans, software, records, information, videos, electronic recordings of any kind, case information, marketing plans, financial information, statistical information, trade secrets, technical or test data, scientific data, graphic communication, “know-how”, drawings, in any format whatsoever, including, but not limited to electronic documentation or files of any kind, and other information disclosed or submitted, orally, in writing, or by any other media of the County; and shall also include, but is not limited to, PHI as defined below.
3. “Designated Record Set” shall have the meaning given such term in 45 C.F.R. §164.501.
4. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
5. “Individual” shall have the same meaning given such term under 45 C.F.R. §160.103, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
6. “Privacy Rules” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.
7. “Protected Health Information” (or “PHI”) shall have the meaning given to such term in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of County.
8. “Required By Law” shall include any requirements or protections under applicable federal, state, local or other law, regulation or ordinance and shall include, but not be limited to, 45 C.F.R. §164.103.
9. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“HHS”) or his designee.
10. “Security Incident” shall have the same meaning given to such term in 45 C.F.R. §164.304.
11. “Security Rules” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, subpart C.
12. “Unsecured Protected Health Information” shall have the same meaning given to such term in 45 CFR §164.402.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. Scope of Use and Disclosure of Protected Health Information.** Business Associate agrees to not use or further disclose PHI and Confidential Information other than as permitted or required by this Agreement or as Required By Law. Business Associate understands and agrees that the PHI and Confidential Information includes sensitive and personal data maintained by the County (as used herein County shall include the

agencies and contractors comprising the FCEMS as defined the Request for Proposals attached to the Contract) and that its disclosure could cause irreparable damage to the County and the FCEMS. This Agreement is being entered into so as to protect the disclosure and confidentiality of all PHI and Confidential Information and is material to the award of the Contract to the Business Associate. Business Associate shall be responsible under the Contract for the Services as described in the Contract.

- B. Safeguards Against Misuse of Information.** Business Associate agrees to use appropriate safeguards to prevent any and all use or disclosure of the PHI and Confidential Information. Business Associate agrees that its access to and use of any PHI or Confidential Information shall be limited to access and use of such information only as necessary and required under the Contract. Furthermore, Business Associate will implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by the Security Rules. To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.
- C. Duty to Mitigate.** Business Associate agrees to cure or mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI or Confidential Information by Business Associate or its agents or subcontractors in violation of the requirements of this Agreement.
- D. Reporting of Violations.** Business Associate agrees to notify the County, in writing, of any use or disclosure of the PHI and Confidential Information, any Security Incident, and any Breach of County's Unsecured Protected Health Information. This notification will be made as soon as possible, but no more than within one (1) day after the discovery of the use, disclosure, Security Incident, or Breach. In the event of a Breach, if a delay is requested by law enforcement under 45 CFR §164.412, Business Associate may delay notifying the County for the applicable timeframe. This notification will include, to the extent possible, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired used or disclosed during the Breach. Business Associate will also provide the County with any other available information that the County is required to include in its notification to the individual under 45 CFR §164.404(c) at the time of the initial notification or promptly thereafter as the information becomes available.
- E. Use or Disclosure to Subcontractors.** Business Associate shall not use subcontractors. To the extent that Business Associate does use subcontractors, Business Associate shall ensure that any subcontractor or agent to whom it provides PHI or Confidential

Information agrees to be bound under this Agreement and shall be liable to the County for the subcontractors compliance with this Agreement.

- F. Access, Amendment, and Accounting Responsibilities.** Business Associate shall not keep or retain, in any format, any PHI or Confidential Information.
- G. Electronic Data Interchange.** Solely in the event that Business Associate transmits or receives any Transactions (including, but not limited to, as that term is defined in 45 C.F.R. §160.103) on behalf of County, Business Associate shall comply with any applicable provisions of the Electronic Data Interchange Requirement (as set forth in 45 C.F.R. parts 160 and 162) and shall ensure that any subcontractors or agents that assist Business Associate in conducting Transactions on behalf of County agree in writing to comply with the Electronic Data Interchange Requirements.
- H. Availability of Books and Records.** For purposes of the Secretary determining the County's compliance with the Privacy Rules, Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the County available (i) to the County in a mutually agreeable time and manner, or (ii) to the Secretary in the manner designated by the Secretary.
- I. HITECH Act Business Associate Agreement Requirements.** The parties intended for this Agreement to satisfy the requirements of sections 13401(a) and 13404(a) of the HITECH Act that specified security and privacy provisions requirements be incorporated into business associate agreements. This Agreement shall be interpreted in a manner consistent with this intention.

III. NON-DISCLOSURE PROVISIONS

- A. The Business Associate agrees that the PHI and Confidential Information is to be considered confidential and not to be disclosed and the Business Associate shall hold same in confidence, shall not use the PHI or Confidential Information other than for the purposes of the Contract, and shall disclose any PHI or Confidential Information only to the authorized agents of the County. The Business Associate shall not disclose, publish or otherwise reveal any of the PHI or Confidential Information received from the County or under the Contract to any other party whatsoever except with the specific prior written authorization of the County.
- B. PHI and Confidential Information furnished in tangible or electronic form shall not be duplicated by the Business Associate except for purposes of the Contract and consistent with the terms of this Agreement. Upon the request of the County, the Business Associate shall return all PHI and Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within five (5) days of such request.

- C. The Business Associate shall not, without specific prior written authorization of the County, remove any PHI or Confidential Information from the County Offices.

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- A. **Limits on Use.** Business Associate may only use or access PHI and Confidential Information as necessary and required to perform functions, activities, or Services required under the Contract. Business Associate cannot modify, alter or change, in any way, any PHI or Confidential Information of the County.
- B. **Applicability.** This Agreement applies with respect to any aspect of the Contract that involves the use or disclosure of PHI but only to the extent that the Services or transactions of Business Associate are not exempt from HIPAA pursuant to 1179 of the Social Security Act (42 U.S.C. §1320d-8).

V. TERM AND TERMINATION

- A. **Term.** The term of this Agreement shall commence as of the Effective Date set forth above in Section I.B, and shall terminate when Business Associate no longer has any access to PHI or Confidential Information of any kind and all of the PHI and Confidential Information provided by County to Business Associate, or created or received by Business Associate on behalf of County, is returned to County. Notwithstanding any other provision of this Agreement, the Business Associate shall be liable to the County for any and all damages and losses of any kind caused by any failure of Business Associate to abide by this Agreement, including, but not limited to, unauthorized access or loss of PHI or Confidential information, even if the damages caused thereby occur after or are discovered after the termination of this agreement.
- B. **Termination for Cause.** Upon County's knowledge of a material breach by Business Associate, County may in its sole discretion:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by County; OR
 - 2. Immediately terminate this Agreement and the Contract if Business Associate has breached a material term of this Agreement, in which case the Business Associate shall be in default under the Contract and the default provisions shall apply.

In addition, the County may report the violation to the Secretary.

- C. **Effect of Termination.** Upon termination of the Agreement, for any reason, Business Associate shall return all PHI and Confidential received from County, or created or received by Business Associate on behalf of Count and shall no longer access the

County's PHI or Confidential Information for any reason. Business Associate shall retain no copies of the PHI. This section shall also apply to PHI and Confidential Information that is in the possession of subcontractors or agents of Business Associate.

VI. ACKNOWLEDGEMENT AND SIGNATURES

The parties acknowledge that they have read this agreement, understand it, and agree to be bound by its terms. Accordingly, in witness whereof, this Agreement is executed by the parties, by their duly authorized representatives as of the date set forth above.

THE COUNTY: County of Fluvanna

Signature: _____

Printed Name of Officer: Eric M. Dahl

Title: County Administrator Date: _____

BUSINESS ASSOCIATE: _____

Signature: _____

Printed Name of Officer: _____

Title: _____ Date: _____