

CITY OF SPRINGDALE
Committee Agendas
Monday, March 16, 2015
Multipurpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Ordinance Committee by Chairman Mike Overton:

1. **A Resolution** expressing support for Senate Bill 37 "An act to amend the law concerning nonconsent towing; to require cities and counties to regulate certain towing services" in the State of Arkansas 90th General Assembly. Presented by: Chairman Mike Overton (pg 2)
2. **A Review** of the sign ordinance. Presented by: Chairman Mike Overton
3. **An Ordinance** designating the Springdale District Court Clerk as the official responsible for the collection of fines assessed in the Districts Court for the City of Springdale, Arkansas. Presented by: Ernest Cate, City Attorney. (pg 3)
4. **An Ordinance** amending Chapter 102-1 of the Code of Ordinances of the City of Springdale, Arkansas; Declaring an emergency; and for other purposes (Pertaining to solid waste, trash, and bulky waste.) Presented by: Ernest Cate, City Attorney. (pg's 4-5)

Street & CIP Committee by Chairman Rick Evans:

5. **A Resolution** authorizing the Mayor and City Clerk to enter into a contract for consultant services with H3 Studio for the expanded Downtown Economic/ Revitalization Master Plan. Presented by: Doug Sprouse, Mayor. (pg's 6-7)

Finance Committee by Chairman Eric Ford:

6. **A Resolution** authorizing a contract for EMS billing and amending the 2015 budget. Presented by: Mike Irwin, Fire Chief. (pg's 8-22)
7. **A Resolution** amending the 2015 budget of the City of Springdale Police Department. Presented by: Kathy O' Kelley, Police Chief. (pg's 23-25)

Health & Sanitation Committee by Chairman Jim Reed:

8. **A Discussion** pertaining to small businesses garbage service. Presented by: Wyman Morgan, Director of Administration and Finance.

RESOLUTION NO. _____

A RESOLUTION EXPRESSING SUPPORT FOR SENATE BILL 37 "AN ACT TO AMEND THE LAW CONCERNING NONCONSENT TOWING; TO REQUIRE CITIES AND COUNTIES TO REGULATE CERTAIN TOWING SERVICES" IN THE STATE OF ARKANSAS 90TH GENERAL ASSEMBLY.

WHEREAS, the rates charged by towing companies engaged in the nonconsensual towing, removal, or storage of vehicles in the City of Springdale, Arkansas, vary from company to company;

WHEREAS, the citizens of the City of Springdale, Arkansas, are often forced to pay exorbitant amounts associated with the nonconsensual towing, removal, or storage of a vehicle;

WHEREAS, Arkansas law does not currently provide a mechanism whereby the City of Springdale, Arkansas, can adopt regulations and procedures concerning the reasonable charge for the nonconsensual towing, removal, or storage of a vehicle by a towing company doing business in the City of Springdale, Arkansas;

WHEREAS, there is legislation currently pending in the Arkansas Senate, known as Senate Bill 37, which would create the legal authority for cities and counties in the State of Arkansas to adopt regulations and procedures related to the nonconsensual towing, removal, or storage of vehicles;

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that Senate Bill 37 becomes law in the State of Arkansas.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Council for the City of Springdale, Arkansas, hereby expresses its support for Senate Bill 37, and hereby requests that the Arkansas General Assembly pass Senate Bill 37, that the Arkansas Governor sign it into law, and that a copy of this Resolution be sent to the Arkansas Bureau of Legislative Research for dissemination to the elected members of the 90th General Assembly.

PASSED AND APPROVED this 24th day of March, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

AN ORDINANCE DESIGNATING THE SPRINGDALE DISTRICT COURT CLERK AS THE OFFICIAL RESPONSIBLE FOR THE COLLECTION OF FINES ASSESSED IN THE DISTRICT COURT FOR THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, Ark. Code Ann. § 16-13-709 provides that the City must designate the official primarily responsible for the collection of fines assessed in the District Court for the City of Springdale, Arkansas; and

WHEREAS, the City Council finds it is appropriate to designate the District Court Clerk of the City of Springdale, Arkansas as the official responsible for the collection of fines assessed in District Court for the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, as follows:

Section 1. The Springdale District Court Clerk is hereby designated as the person primarily responsible for the collection of fines assessed in the District Court for the City of Springdale, Arkansas.

Section 2. That all ordinances previously enacted in conflict with this ordinance are hereby repealed.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 102-1 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Chapter 102 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to solid waste, trash, and bulky waste in the City of Springdale, Arkansas; and

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that the bulky waste regulations be amended to limit certain items, and to address those items containing Freon or other refrigerants; and

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, to amend the definition of bulky waste in Chapter 102 of the Code of Ordinances of the City of Springdale, Arkansas, to incorporate these needed changes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS:

Section 1: Section 102-2 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 102-2. Authorized Collectors.

All residents and business establishments of the city which generate less than two cubic yards of solid waste per week shall use the residential contract service that has been awarded by the city. Those who generate two cubic yards or more of solid waste per week shall contract with a licensed private collector for industrial and commercial collection who meets all city requirements. Residents shall not negotiate solid waste services other than those arranged by the city and shall not opt to assume the responsibility of disposal for themselves.

(1) *Residential and business establishments which generate less than two cubic yards of solid waste per week; franchise; fee.* The city grants to the private solid waste contractor the exclusive right and obligation to provide solid waste collection services for residential and business establishments within the city boundaries, present and future, which generally and typically generate less than two cubic yards of solid waste per week (such establishments being referred to as "units"). The terms of such exclusive franchise shall be in accordance with the provisions of such sanitation contract between the private solid waste contractor and the city. No other person or entity except such contractor shall be permitted to convey or transport solid waste for units generating less than two cubic yards of solid waste per week, within the city. Such contractor shall pay the city a franchise fee for the privilege of doing business in the city pursuant to such contract.

(2) *Commercial/industrial contracts requirements; license fee.* Private collectors may execute agreements for the collection of solid waste from any unit in the city where the generator typically and generally generates two cubic yards or more of solid waste per week. Any such private collector must meet city qualifications, execute a contract with the city, and pay the required license fee pursuant to contract prior to entering into any such agreements with commercial/industrial units for the collection of such solid waste.

(3) *Multiple residential units.*

(a) The owner(s) of each multiple residential unit shall be required to combine trash streams into a consolidated container or "dumpster" capable of handling the multiple residential unit's waste stream. Multiple residential units shall be serviced through the common owner with a private collector. Any such private collector must meet city qualifications, execute a contract with the city, and pay the required license fee pursuant to contract prior to entering into any such agreements with multiple residential units for the collection of such solid waste.

(b) Subject to the following, the owner of a multiple residential unit with eight (8) or fewer dwelling units may elect not to combine trash streams, and may instead contract with a private collector to provide service utilizing individual trash receptacles.

(i) the owner of such multiple residential unit shall submit a written plan with the Community Engagement Division of Public Works indicating how compliance with Section 102-4 and 102-5 will be achieved, and indicating how the individual trash receptacles will otherwise be stored out of view from a public street;

(ii) the Community Engagement Division will maintain a record of those multiple residential units with eight (8) or fewer dwelling units that have opted not to combine trash streams; and

(iii) any violation of Section 102-5, or any violation of the plan submitted to the Community Engagement Division, will result in any multiple residential unit with eight (8) or fewer dwelling units being required to combine trash streams into a consolidated container or "dumpster" pursuant to Section 102-2(3)(a).

Section 2: All other provisions of Chapter 102 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

Section 3: Emergency Clause. It is hereby declared that an emergency exists and this ordinance being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT FOR CONSULTANT SERVICES WITH H3 STUDIO FOR THE EXPANDED DOWNTOWN ECONOMIC/REVITALIZATION MASTER PLAN

WHEREAS, the adopted Downtown Economic/Revitalization Master Plan focused on a linear development of Spring Creek through the downtown with the Razorback Greenway; and

WHEREAS, it is the desire of the City and the Downtown Springdale Alliance to expand the adopted Master Plan to include the area designated as the expanded Downtown District that will feature a viable mix of residential, commercial, retail, dining, entertainment, medical and public space uses in a walkable environment that enhances Springdale's economy, quality of life, and sense of place; and

WHEREAS, the Expanded Downtown District is established to be the area bounded by Huntsville Avenue on the north; Highway 265 or Old Missouri Road on the east; Watson Avenue, Quandt Avenue and Caudle Avenue on the south; and, Highway 71 or Thompson Street on the west; and

WHEREAS, it is anticipated that the Expanded Downtown Economic/Revitalization Master Plan will include the creation of an urban design vision for the area, land development regulations, public space development, guidance for transportation and utility infrastructure, steps for neighborhood preservation, economic development strategies necessary to support the desired vision, and will establish a regulatory framework to guide future private investment; and

WHEREAS, the procurement process for professional services, as outlined in state law, has been completed and the firm of H3 Studio has been selected for the Expanded Downtown Economic/Revitalization Master Plan; and

WHEREAS, the Downtown Springdale Alliance has approved a grant to the City in the amount of \$60,000 for the Expanded Downtown Economic/Revitalization Master Plan along with additional resources for staff support, materials and other costs that may arise.

NOW, THEREFORE, BE IT RESOLVED BY THE SPRINGDALE DOWNTOWN ALLIANCE, that

1. The Mayor and City Clerk are hereby authorized accept a \$60,000 grant from the Downtown Springdale Alliance for the development of an Expanded Economic/Redevelopment Downtown Springdale Master Plan.
2. The Mayor and City Clerk are hereby authorized to finalize negotiations and enter into an agreement with H3 Studio for the Expanded Economic/Redevelopment Downtown Springdale Master Plan in an amount not to exceed \$150,000, with the City's portion of the cost being \$75,000 from Capital Improvement Funds and \$15,000 from the 2015 General Fund budget funds set aside for Downtown Springdale.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate , City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A CONTRACT
FOR EMS BILLING AND AMENDING THE 2015
BUDGET**

WHEREAS, the Fire Chief advertised and solicited proposals for EMS billing, and

WHEREAS, after reviewing the proposals received, the Fire Chief has recommended contracting with Credit Bureau Systems doing business as Ambulance Medical Billing for this service, and

WHEREAS, the fee for this service is 4.15% of net collections and is estimated to be about \$60,000 per year, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1: the 2015 General Fund budget is amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present</u>			<u>Proposed</u>
			<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Budget</u>
Revenue	10106013420000	Ambulance Fees	1,390,000	60,000		1,450,000
Fire	10106014224010	Professional Services	32,000	60,000		92,000

Section 2: the Mayor and City Clerk are hereby authorized to execute a contract with Credit Bureau Systems doing business as Ambulance Medical Billing for EMS billing and collecting.

PASSED AND APPROVED this 24th day of March, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Springdale Fire Department

March 2, 2015

Mayor Sprouse;

We have completed our review of the Requests for Proposals (RFP's) for our third party billing with EMS. We received two RFP's and reviewed both of the proposals which both covered the RFP sent out pretty well. Both companies come with good references from those that use them.

At this time, and based on the research that we have completed, I would like to recommend that the city consider choosing Ambulance Medical Billing (AMB) to begin our billing of all EMS calls for the Springdale Fire Department and the city dba Springdale Ambulance Service.

As you are aware, we cannot keep up with the call volume increase with our current staffing which means we will need to ask to hire another person very soon. We also have a big issue with billing late due to our call volume which is hindering our ability to get invoices out in a timely manner thus insuring that we can get the maximum payment possible. We have more than doubled our call volume and billing with no additional staffing.

Another issue to consider is that of liability. Since the changes with the Affordable Health Care Act, and the constant Medicare and Medicaid rules changing as frequently as they do, we are simply not certain that the staff is as up-to-date as they need to be. One is the conferences are very cost prohibitive, as well as losing one of the staff to constantly update on the changes would put us even further behind. We will no longer take on the risk of wrongful billing if we move to a third party billing company.

We should see this as a cost neutral endeavor, as most say they will increase our collections enough to offset the costs of the service. That is not a guarantee, however, past experience shows that AMB has shown all of their current clients with at least a 10%



The Springdale Fire Department exists to enhance the quality of life in Springdale by minimizing the devastating effects of fires, medical emergencies, and natural and artificial disasters.

Springdale Fire Department

increase in revenue. They are now serving over 100 EMS clients across the US. The current RFP states that they will perform our third party billing services for 4.15% of collected revenue, which includes an all-inclusive turnkey billing solution-guaranteed for a period of two years from the initial date of the contract, with the ability for a two year extension.

I would recommend that this be moved to the Fire and Police Committee for the next committee meeting if you will support this request. Again, I believe this is a smart move for the Springdale Fire Department as well as the City of Springdale.

We would then like to change job assignments with our staff to better serve the needs of the department, with much of their assignment moved away from billing and into our Prevention Bureau to help with filing, computer entry as well as inspection tracking and a new self-inspection system follow-up so that we can ensure that we are doing our best to limit our exposure to fire within our commercial establishments.

I appreciate your time and thought into this proposal, and please do not hesitate to contact me if you should have any questions. I have two copies of the RFP if you feel the need to share that with anyone. Thank you again for your time and consideration.

Mike Irwin
Chief
Springdale Fire Department



The Springdale Fire Department exists to enhance the quality of life in Springdale by minimizing the devastating effects of fires, medical emergencies, and natural and artificial disasters.

AMB - MARS SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is made between City of Springdale dba Springdale Ambulance Service, Inc. ("CLIENT"), and Credit Bureau Systems ("CBS"), doing business as Ambulance Medical Billing ("AMB"). This Agreement will be effective for Services (as defined below) beginning on the ___ day of ___, 2015 (the "Effective Date").

In consideration of the representations, covenants and agreements contained in this Agreement and the attached Addenda, CLIENT and AMB agrees as follows:

1. **Services.** AMB will apply its best efforts to obtain reimbursement for CLIENT's charges for all services ("Services") rendered on or after the Effective Date, during the Term of this Agreement as defined herein, through billing of patients and third party payers and the management of CLIENT's accounts receivable (the "Services"). During the Term of this Agreement, AMB will be the sole provider of the Services to CLIENT. See attached Addenda 1 and 2 for additional services, which will be considered to be Services as defined above.
2. **Term.** The initial term of this Agreement will be for two (2) years (the "Initial Term") from the Effective Date. Renewal of this agreement for a successive two (2) year term shall require the execution of a new agreement between the parties. Notwithstanding the foregoing, this Agreement can be terminated by the CLIENT at any time, for any reason during the Initial Term.
3. **Fees.** Beginning as of the Effective Date, CLIENT agrees to pay AMB monthly, a base fee of 4.15% per month of net collections (the "Base Fee") during the initial two (2) year term.

Net collections shall be defined as the total sum of all monies collected by AMB for all services rendered by CLIENT.

Notwithstanding the foregoing, in the event that:

In addition to the Base Fee, CLIENT will reimburse AMB:

- a) In the event that CLIENT contracts for the additional service of assistance with collecting existing accounts receivable, AMB will provide a separate proposal and fee quotation that will apply to those services.

CLIENT agrees to pay the Base Fee and Additional Charges within thirty (30) days after receipt of each invoice from AMB. AMB will have the right to withhold any and all funds necessary to keep CLIENT's debt within 90 days should CLIENT not pay AMB for services rendered on invoices reaching 90 days and beyond. Notwithstanding anything to the contrary in this Agreement, AMB will have the right to terminate this Agreement immediately if CLIENT defaults on its payment

obligations of any undisputed amounts due under Section 3 and such payment default is not cured within thirty (30) days after AMB delivers written notice of such default to CLIENT.

4. **Bank Account and Treasury Process.** A bank account or lockbox will be maintained in the name of CLIENT at a bank approved by CLIENT and all cash receipts will be directed into the bank account by AMB, or into a lockbox account, at the election of the CLIENT. AMB will have no signatory or ownership rights in the bank account and will have no right to negotiate or assert ownership rights in deposited funds or to checks made payable to CLIENT. CLIENT shall be responsible for all bank charges, and AMB shall have no responsibility for any bank errors or omissions.

AMB processes ACH deposits nightly via electronic transfer, which does not require the use of a lockbox. If a lockbox is requested, all associated fees are to be paid by the CLIENT.

5. **Operating Procedures.** CLIENT agrees to provide or to cause facilities or other sites at which CLIENT provides Services to provide to AMB with accurate and complete demographic information, at no cost to AMB ("Demographic Information"). CLIENT acknowledges that AMB will rely on the Demographic Information in providing the Services and that the timing and amount of Net Collections generated by the Services are affected by the completeness, timeliness and accuracy of the Demographic Information and other variables, some of which are beyond the control of AMB.

AMB will bill and attempt to collect CLIENT charges in a manner consistent with all applicable Federal, State and Local laws and regulations and within the policies and procedures of third party payers that are made known by such payers to medical practices and billing companies or otherwise known by AMB. AMB will indemnify and hold harmless CLIENT against any damages or liabilities incurred by CLIENT, its employees or contractors arising out of the failure of AMB's knowing or willful violation of aforementioned laws and regulations.

The parties may, from time to time, mutually agree to specific operating policies and procedures related to the performance of Services under this Agreement. Any such operating policies and procedures, or amendments thereto, will, upon mutual written and signed agreement, become an integral part of this Agreement and shall be binding upon both parties.

6. **Confidentiality of CLIENT Information.** AMB agrees not to disclose to anyone other than CLIENT any information about CLIENT's fee structure, internal compensation, managed care or facility contracting strategies, or similar business information that would commonly be understood to be confidential or any confidential medical information regarding CLIENT's patients received in the course of performing the Services (CLIENT's "Confidential Information"), except as required to bill charges, as legally required or as otherwise provided herein .

CLIENT agrees that it will not disclose to third parties the software and resulting or related processes or documentation of the proprietary software employed by AMB to provide the Services or any

information about AMB's fees, operations, business methods or strategies except as required by law (AMB's "Confidential Information"). Each party's Confidential Information shall remain the property of that party, during and after this Agreement.

Each party affirms that it will at all times have in force a signed Confidentiality Agreement executed by each full time and part time employee, independent contractor, consultant and vendor that complies with the foregoing and that such Confidentiality Agreement(s) shall survive the expiration or termination of this agreement. Each party specifically agrees to comply with, and assist their counterpart with compliance with applicable state or federal confidentiality requirements as to individual patient information. Notwithstanding the preceding sentences, CLIENT agrees that AMB may use CLIENT information for research and statistical compilation purposes so long as CLIENT and patient identifying information is kept confidential in accordance with applicable law and that any product of the foregoing uses shall be the property of AMB.

7. **Software and Proprietary Information.** AMB affirms that it will at all times during the term of this Agreement, have a valid and current copy of and license for use of any third party billing software used to provide the Services and that the CLIENT will be given timely notice of any changes in third party software vendor or system to the extent those changes would materially affect the Services. The parties agree that AMB may store Demographic Information, back-up documentation, statements, explanations of benefits, payer inquiries and other information it receives in connection with the Services ("CLIENT Information") in electronic form through optical scanning or other technologies selected by AMB and that AMB is not obligated to maintain paper copies. AMB further affirms that it will at all times maintain a current and complete copy of all CLIENT Information in a secure, off-site location that no CLIENT data shall be deleted or purged unless: a.) a period of seven years has passed since the date of service relevant to the CLIENT Date; or, b.) CLIENT has given approval of such data deletion.

It is specifically acknowledged that all CLIENT data is the property of CLIENT but that AMB may maintain a copy for documentation of Services and for other purposes relating to this Agreement during and after the term of this Agreement.

8. **Termination Procedures.** In the event this Agreement is terminated, for whatever reason, or expires, AMB will:
- a) continue to perform Services, at the then-current rates hereunder, for a period of one hundred twenty (120) days after the effective date of termination (the "Wind Down Period") for all of CLIENT's accounts receivable relating to CLIENT's charges for Medical Services rendered prior to the termination date("Existing Accounts Receivable");

- b) CLIENT expressly agrees to cooperate and assist AMB with its performance during the Wind Down Period and will timely report, or cause to be reported, all payment applicable to the Existing Account Receivable for which AMB is responsible.
 - c) at the end of the Wind Down Period, discontinue performing Services as to CLIENT's Existing Accounts Receivable;
 - d) deliver to CLIENT, after and conditioned upon full payment to AMB of all undisputed fees owed to AMB by CLIENT under this Agreement, a complete list of Existing Accounts Receivable (all debit and credit balances) in an industry standard electronic format, including data layout and/or translation tables
 - e) Except for the foregoing or for such other matters as the parties may agree to in writing, after the effective date of termination, AMB shall have no further obligations to provide Services to CLIENT under this Agreement. CLIENT may negotiate with AMB for additional transitional services or for the provision of additional data, including CLIENT Data, to be provided by AMB after the date of termination at CLIENT's additional expense.
9. **Non-Employment.** During the term of this Agreement and for a one year period commencing with the termination of this Agreement, each party agrees not to employ, directly or indirectly, or through any third party rendering services on behalf of such party, any employees of the other or its parent, affiliates or subsidiaries without written consent of the other party. Each party agrees that the other party does not have an adequate remedy at law to protect its rights under this section and agrees that the non-defaulting party will have the right to injunctive relief from any violation or threatened violation of this Section.
10. **Notice.** Any notices, payment, demand or communication required or permitted to be given by the provisions of this Agreement will be effective on the date of receipt if sent or delivered to AMB, Attention: President, if to AMB; and, Attention: President and Treasurer if to CLIENT.
11. **Governing Law and Jurisdiction.** This Agreement shall be interpreted and governed by the laws and statutes of the State of Arkansas. In the event of disputes, it is agreed that all matters shall be tried in the venue and jurisdiction of Springdale, Arkansas.
12. **Disputes.** Any dispute arising under this agreement may be resolved by the parties in a judicial forum or, if the parties agree, by arbitration, according to mutually agreed rules.
13. **Indemnification.** AMB will indemnify, defend (including providing a legal defense and paying all reasonable attorneys' fees and reasonable litigation expenses) and hold harmless, CLIENT, its officers, directors, shareholders, employees and contractors, against any damages or liabilities (including but not limited to any claims, judgments, causes of action, fines, penalties, attorneys' fees, litigation costs and/or damages) arising out of AMB failure to strictly comply with this Agreement, or its negligence

and/or intentional acts which cause damages in performing its duties and obligations under this Agreement.

CLIENT will indemnify, defend (including providing a legal defense and paying all reasonable attorneys' fees and reasonable litigation expenses) and hold harmless, AMB, its officers, directors, shareholders, employees and contractors, against any damages or liabilities (including but not limited to any claims, judgments, causes of action, fines, penalties, attorneys' fees, litigation costs and/or damages) arising out of CLIENT'S failure to strictly comply with this Agreement, or its negligence and/or its intentional acts which cause damages in performing its duties and obligations under this Agreement.

14. **Independent Contractors.** The parties to this agreement are each independent contractors and nothing in this Agreement shall be construed to create an employment relationship between either party or its members.
15. **Insurance.** AMB affirms that at all times during the term(s) of this Agreement, it shall have in force valid Worker's Compensation insurance covering all of its employees, as well as General Liability Insurance, Fidelity Bond insurance with a policy limit of no less than \$250,000, and Errors and Omissions insurance with a policy limit of no less than \$3,000,000. AMB shall give CLIENT timely notice of the cancellation or lapse of any of the above policies and AMB agrees that such lapse or cancellation shall be deemed Cause for immediate termination of this Agreement. CLIENT may elect to be a named insured on the above policies, subject to CLIENT's payment of any additional premiums that may apply.
16. **Inspection.** CLIENT, its agents and representatives, shall at all times during the term of this Agreement, have reasonable access, during regular business hours, to review and inspect the location(s) where the services are performed upon seven (7) days advance written notice to AMB by CLIENT. Any inspection performed shall be governed by the confidentiality provisions of this Agreement and shall be conducted so as not to disrupt AMB's staff or business. AMB shall not unreasonably deny, restrict or delay access for any requested inspection.

In the event that CLIENT engages the services of an outside party to conduct or assist in any inspection, CLIENT shall ensure that all other parties are bound by a Confidentiality Agreement identical to the one applicable to the parties to this agreement.
17. **Force Majeur.** It is mutually agreed that in the performance of all duties by each party under this Agreement, time is of the essence. However, performance of duties hereunder may be impeded by occurrences beyond the control of one or both parties. Events such as flood, earthquake, hurricane, tornado, blizzard and other natural disasters; fire, riot, war or civil disturbance; strikes by common carriers; extended loss (more than 48 hours) of utilities (except for non-payment); and similar events

shall excuse the affected party from performance of services impeded by such event(s). Nevertheless, each party has a duty to use reasonable efforts to prevent or mitigate such impediments. In the event that any catastrophe shall prevent the timely billing of CLIENT's services by AMB for more than fifteen (15) working days, CLIENT shall have the right to secure, without penalty, substitute services until AMB can restore services, at which time AMB's responsibilities and rights under this Agreement shall be reinstated. For its protection, CLIENT shall, at its own expense, purchase and maintain business interruption and/or accounts receivable insurance to cover any such catastrophic event, as stated above.

18. Miscellaneous.

- a) This Agreement contains the entire agreement of the parties relative to the services to be provided to CLIENT and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in the Agreement will be of any force or effect.
- b) This Agreement specifically supersedes any prior written or oral agreements between the parties relating to the provisions of the Services.
- c) This Agreement is binding upon, and inures to the benefit of and is enforceable by AMB, CLIENT and their respective legal representatives, assigns and successors in interest, subject to Section 19 (d) below.
- d) Neither party may assign this Agreement without the prior written consent of their counterpart, provided that this Agreement will be deemed assigned to, and will be binding upon, the survivor in any merger or business combination involving a party or the purchaser of all or substantially all of the assets of a party. If, after sixty (60) days of any merger or business combination, CLIENT or AMB determines, in its good faith belief, that the successor party is not meeting its obligations under this Agreement, then such a termination of this Agreement shall be for Cause as defined herein.
- e) Any amendments or changes to this Agreement will be in writing and will not be effective until executed by both parties.
- f) AMB and CLIENT acknowledge that they are duly authorized by appropriate corporate action to enter into this Agreement and that this Agreement is being signed by duly authorized agents authorized to act on their respective behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CLIENT

AMB

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM 1: RESPONSIBILITIES OF EACH PARTY

In performance of their duties for the collection of reimbursement for services rendered by CLIENT, AMB shall:

- 1. Provide coding of all encounters generated by CLIENT, as required by third party payers, inclusive of, but not limited to: CPT-4, HCPCS, ICD-9 CM, and ICD-10 coding schemes.**
- 2. Issue bills to individuals for all self pay patients with a minimum 2 statements and 1 script letter (COLLECTION NOTICE). CLIENT will be given limited discretion regarding the wording to appear on bills and letters.**
- 3. Regularly monitor services and volume(s) with detailed, encounter/run audits, reconciled to applicable service, encounter and activity records/logs, for at least 12 months (12) individual months in Year 1 of this agreement and three (3) month per year thereafter. The goal of this monitoring is to assure that greater than 98% of all billable services are processed for billing. In the event that an audit produces less than 98% reconciliation, corrective steps will be initiated and monthly audits will be performed until 98% reconciliation is achieved. CLIENT, at its' own expense, may conduct additional audits at any time.**
- 4. Submit claims electronically to all third party payers capable of accepting claims in electronic format.**
- 5. Prepare and deliver month-end reports of the billing performance and practice statistics in no later than the tenth (10th) business day of the next month. This duty may be fulfilled by electronic and/or paper reports.**
- 6. Produce monthly credit balance reports and advise the CLIENT of refunds due to both patients and third parties.**
- 7. AMB shall provide toll free phone lines for patient inquiries and adequate phone inquiry staff to effectively respond to patients in a reasonable amount of time.**

CLIENT, in supporting the success of the billing process and to facilitate optimal performance by AMB, shall:

1. Identify one administrative and one clinical representative to whom AMB may, respectively, address all matters related to Services under this Agreement. If AMB or their selected vendor performs coding for CLIENT, CLIENT will also appoint a coding representative. All CLIENT representatives will have the power to agree, on behalf of CLIENT, to mutually agreed resolutions to any issues arising in their respective areas, and to, upon AMB's request, receive confirmatory memoranda or letters, which will thereupon be incorporated into this Agreement by reference. These individuals will provide timely response to all reasonable requests by AMB.
2. CLIENT warrants that AMB may rely on the existence of: patient signatures on assignment of benefits, medical information releases and Advance Beneficiary Notices; and, physician signatures on charts and other medical documents, as required for submission of claims on behalf of CLIENT.
3. As part of preparing a service report, CLIENT providers will apply their best efforts to identify the diagnosis or medical condition that supports the medical necessity of a patient's services, if one exists. AMB shall not be responsible for claim denials, partial payments or payment reductions resulting from services that are deemed 'not medically necessary' by third party payers, beyond their duty to assure that such non-payment decisions are not arbitrary or otherwise inappropriate.
4. CLIENT will assist AMB in working with and/or resolving problems related to work performed by personnel employed by hospitals, labs and other institutions in order to achieve the goals of this Agreement and the provision of Services by AMB in an efficient and cost-effective manner.
5. CLIENT will provide AMB with timely notice (sixty [60] days in advance) of the expected addition or reduction of services in order for AMB to have adequate time to perform its duties under the agreement. AMB will not be responsible for losses or delays in payment resulting from untimely notice.
6. It is the mutual goal of CLIENT and AMB to conduct all billing in a compliant manner. CLIENT will establish and enforce and AMB will follow written billing policies and procedures for the practice that will serve as the foundation of a practice Compliance Program for CLIENT and AMB. These billing policies and procedures will be developed and amended, as needed, in concert with AMB's Compliance Staff and AMB's Compliance Plan, as described in the Agreement and shall be consistent with AMB's Compliance Plan.
7. CLIENT will provide timely (within five [5] business days of receipt) response to chart and other information requests, made by payers and forwarded from AMB.
8. Upon receipt of the requisite research and worksheets from AMB, CLIENT will timely issue refunds of overpayments to patients and payers and shall be responsible for reconciliation of the refund

checking account to assure that all refund checks have been cashed. CLIENT shall promptly notify AMB of the receipt of cancelled checks upon which AMB shall rely to remove credit balances from CLIENT's accounts receivable files. CLIENT shall be solely responsible for monitoring and surrendering unclaimed funds to the Treasurer of the State having escheat jurisdiction over any unclaimed payments.

9. CLIENT shall be responsible for assuring that all information required for CLIENT enrollment, if performed by AMB, is provided timely, accurately and completely. AMB shall not be responsible for delays in physician enrollment and subsequent billing and payment delays or losses related to delayed response by CLIENT.
10. CLIENT shall give AMB timely advance notice of any new payment contracts, HMO or PPO relationships and other contracts or market changes so that AMB may accommodate these changes, as necessary.

ADDENDUM 2: COMPLIANCE

Each party to this Agreement has made a commitment to perform their respective duties in a legal and compliant manner, consistent with currently published and applicable federal, state and local laws, rules and regulations. In support of that commitment, subject to the more express provisions (if any) of a Corporate Compliance Plan adopted by each party, as referred to in the Agreement each party agrees to the following:

1. At least once each quarter the parties will meet to discuss compliance and review their respective past and planned compliance activities.
2. Each party will conduct its own periodic risk assessment and advise their counterpart of any findings that may affect their counterpart's compliance or performance under this Agreement.
3. Each party agrees that their counterpart may review their Compliance Program upon request.
4. Each party agrees to conduct appropriate background checks on all employees, contractors, agents and vendors to assure that all services are provided by individuals who have not been excluded by any government authority.
5. Each party agrees to maintain appropriate compliance records and assure their completeness, security and safety.
6. Each party agrees to pay specific attention to complying with the rules and regulations related to the following areas of widely known compliance risk:
 - a) Improper waiver of charges, deductibles and copayments;
 - b) Upcoding, unbundling, serial reporting and other coding violations;
 - c) Misuse of a provider number or misrepresentation of the identity of a provider of services;
 - d) Failure to repay overpayments or untimely refund of overpayments;
 - e) Seeking duplicate payment for the same service and/or from the same source;
 - f) Failure to maintain proper records of current and prior billing;
 - g) Failure to protect the confidentiality of patient information;
7. Each party agrees that, in the event that they become aware of a compliance concern that appears to be related to their counterpart's conduct, they will promptly communicate that concern to their counterpart. The party receiving notice will take prompt action to investigate the notice and will timely (within 30 days) report back to their counterpart on the status of the reported concern.

8. Each party specifically agrees that they will defer reporting any such concern to any payer, government agency or agent, or law enforcement organization unless they have complied with the above paragraph and remain concerned that their counterpart's response is inappropriate or more than thirty days have elapsed without any response. It is understood that only in cases where a party has firm, credible evidence of deliberate, willful or criminal misconduct will they consider immediate reporting to anyone other than their counterpart.
9. Nothing in this paragraph shall be construed to infer or imply a duty or expectation that any party will knowingly conceal or participate in any misconduct, or allow any misconduct to continue.
10. It is expressly agreed that AMB has the right and duty to suspend submission of any and all claims that AMB reasonably believes are, or may be, improper and would subject CLIENT or AMB to compliance violations. AMB has the duty to provide reasonable and timely notice to CLIENT of such suspension and to make reasonable and timely efforts to resolve the reason(s) leading to suspension of claim submission. In the event that investigation is required to resolve the suspension, each party agrees to cooperate in such investigation.
11. Each party agrees to be separately responsible for their respective compliance-related legal and consulting expenses.

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2015
BUDGET OF THE CITY OF SPRINGDALE
POLICE DEPARTMENT**

WHEREAS, the Police Department has received drug seizure funds that have not been appropriated; and

WHEREAS, the Police Chief has requested that some of these funds be appropriated for replacement of the K-9 unit;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2015 budget of the City of Springdale Police Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Police	10105014217021	Drug Seizure Expenses	46,000	14,200		60,200

PASSED AND APPROVED this 24th day of March, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

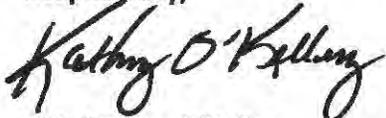
MEMO

Date: 3/12/15
To: Wyman Morgan
From: Chief Kathy O'Kelley
Re: Transfer of Funds

Wyman:

We are about 1 year away from the retirement of our current K-9, Xato. It is in our best interest to purchase another K-9 to replace Xato before he is taken out of service. This will allow new dog (Bosko) and the new handler to train and work with the current k-9 handler. I am therefore requesting a transfer of \$14,200.00 from the Asset Forfeiture fund Forfeiture #101-0501-331.20-00 to the Police Department budget, account#101-0501-421.70-21.

Respectfully,



Chief Kathy O'Kelley

K-9 and Equipment List

1. K-9	\$9,500.00
2. Kennel	\$2,000.00
3. Vehicle transport/Window Guards	\$2,319.00
4. Misc: Leads, Harness, Collar	\$250.00
Total:	\$14,069.00