

# City of Albuquerque

## Request for Proposals

**Solicitation Number: P2015000042**

**Workers' Compensation Cost Containment Services – Medical Bill Review and Pharmacy  
Benefit Management  
July 12, 2015**



**Deadline for Receipt of Offers: August 26, 2015: 4:00 p.m. (Mountain Time )**  
**The City eProcurement System will not allow proposals to be submitted after this date and time.**

**City of Albuquerque  
Department of Finance and Administrative Services  
Purchasing Division**

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## INTRODUCTION

The Department of Finance and Administrative Services Risk Management Division (Risk Management Division) for the City of Albuquerque (City) manages all of the loss exposures of the City including: Employment/Civil Rights, Law Enforcement Liability, General Liability, Automobile Liability & Physical Damage, Contractual Liability, Workers' Compensation claims management, loss prevention, employee health, finance, substance abuse, and modified work programs for the City.

The Risk Management Division is issuing this Request for Proposal (RFP) for two categories of service:

- Medical Bill Review; and
- Pharmacy Benefit Management

The City may select one Offeror to provide both services or may select an Offeror for each of the services.

The purpose of this RFP is to determine who can offer the highest quality of service with the best overall value to the City and at the most reasonable cost. The City desires to maximize savings while providing City employees quality workers' compensation medical care.

## BACKGROUND

The City is self-insured and self-administers its workers' compensation liabilities. The City manually reduces medical bills and contracts with a pharmacy benefit manager (PBM) for re-pricing of pharmacy charges.

The following claim data is intended to provide background information required to submit an informed response to this RFP.

Fiscal Year	Claims Opened in FY	Claims Open at End of FY	Medical Bills	Amount Paid	RX Bills	PBM Amount Paid
FY 14	783	881	6,343	2,794,588	2471	650,953
FY 13	890	1369	8,064	3,460,540	2453	534,383
FY 12	1000	1458	8,874	3,122,793	2875	527,564
TOTALS	2673	3708	23,281	9,377,921	7799	1,712,900
AVERAGE	891	1236	7760	3,125,974	2600	570,967

**PART 1**  
**INSTRUCTIONS TO OFFERORS**

**1.1 RFP Number and Title:** P2015000042, "Workers' Compensation Cost Containment Services – Medical Bill Review and Pharmacy Benefit Management"

**1.2 Proposal Due Date:** August 26, 2015 - NLT 4:00 PM (Local Time)  
The time and date proposals are due shall be strictly observed.

**1.3 Purchasing Division:** This RFP is issued on behalf of the City of Albuquerque by its Purchasing Division, which is the sole point of contact during the entire procurement process.

**1.4 Authority:** Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, (the "Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

**1.5 Acceptance of Proposal:** Acceptance of Proposal is contingent upon Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the following:

**1.5.1 City Public Purchases Ordinance**

**1.5.2 City Purchasing Rules and Regulations:** These Rules and Regulations ("Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

**1.5.3 Civil Rights Compliance:** Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Office.

**1.5.4 Americans with Disabilities Act Compliance:** Offeror certifies and agrees, by

submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and federal regulations promulgated thereunder.

**1.5.5 Insurance and Bonding Compliance:** Acceptance of offer is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your proposal and bonds as required.

**1.5.6 Ethics:**

**1.5.6.1 Fair Dealing.** The Offeror warrants that its proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

**1.5.6.2 Conflict of Interest.** The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

**1.5.7 Participation/Offeror Preparation:** Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its offer or in the management of its business if awarded the contract resulting from this RFP.

**1.5.8 Debarment or Ineligibility Compliance:** By submitting its offer in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

Any proposal received from an Offeror that is, at the time of submitting its proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause in accordance with the terms of said contract.

**1.5.9 Goods Produced Under Decent Working Conditions:** It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

**1.5.10 Graffiti Free:** When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are graffiti-free. Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

**1.6 City Contact:** The sole point of contact for this Request for Proposals is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing representative for this solicitation through the online eProcurement system unless otherwise specified in the solicitation:

- Emily Maestas, Senior Buyer, Department of Finance and Administrative Services, Purchasing Division
- Phone: (505) 768-3344 or E-Mail: [emilymaestas@cabq.gov](mailto:emilymaestas@cabq.gov)
- Post Office Box 1293, Albuquerque, New Mexico 87103

**1.7 Contract Management:** The contract resulting from this RFP will be managed by the Department of Finance and Administrative Services, Risk Management Division.

**1.8 Clarification:** Any explanation desired by an Offeror regarding the meaning or interpretation of this Request For Proposals must be requested in writing not less than ten (10) working days prior to the deadline for the receipt of offers to allow sufficient time for a reply to reach all Offerors before the submission of their offers. No extension of time will be granted based on submission of inquiries subsequent to the required date nor will such inquiries be answered. All inquiries must be directed to the Purchasing Division as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. All answers will be posted to the online eProcurement System and will constitute Addenda to this Request for

Proposals.

**1.9 Submission of Proposals.** The Offeror's sealed Proposal **must be submitted both in hard copy (see Sections 1.9.5 through 1.9.7) as well as electronically through the eProcurement system (see Section 1.9.1)** in the format outlined in Part 2 of this RFP and mailed or delivered pursuant to the following requirements:

**1.9.1 Electronic Copy.** Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at <http://www.cabq.gov/dfa/purchasing/solicitations/solicitations>. If you do not have a username and password, please [register](#) as this is the only method to submit electronically on Sicomm.net. For assistance, please contact the Sicomm.net technical support at (800) 614-0563 or (505) 341-9201.

**1.9.2 Hard Copy.** In addition to the electronic submittal, Offeror must also submit one (1) original and six (6) copies of its Technical Proposal. The original Proposal shall be clearly marked as "Original" on the cover of the Proposal. In addition, in a separate envelope, clearly marked as "Cost Proposal," submit one (1) original and six (6) copies of your Cost Proposal for this RFP.

**1.9.3 Soft Copy.** In addition to the electronic copy, include with your original hard copy Proposal submission, on a CD, DVD, or other media compatible with the City's system, an electronic file of your Technical and Cost Proposals as well as all forms, attachments, exhibits, etc.

**1.9.4 Proposal Package Preparation.** Offers and modifications thereof shall be enclosed in sealed envelopes and have the following identifying information on the outside:

- Name and Address of Offeror
- Closing Date and Time of RFP
- RFP Number
- RFP Title

**1.9.5 Ship, Deliver, or Hand-Carry Sealed Offers to:** Office of the City Clerk, 600 Second St. NW, Plaza Del Sol, 7<sup>th</sup> Floor Room 720, Albuquerque, New Mexico 87102. **Mark all packages as stated above.** Use this address for packages sent via non United States Postal Service carriers.

**1.9.6 Mail Sealed Proposals to:** Office of the City Clerk, Post Office Box 1293, Albuquerque, New Mexico 87103. (Certified Mail is recommended). The City shall not be responsible for the failure of mailed offers to actually be received by the Office of the City Clerk by 4:00 PM (Mountain Time) of the day of closing.

**ALL SEALED PROPOSALS MUST BE RECEIVED BY THE OFFICE OF THE**

**CITY CLERK AS SPECIFIED HEREIN.**

**1.9.7 No other methods of offer delivery:** Neither telephone, facsimile, nor telegraphic offers shall be accepted.

**1.9.8 Modification:** Offers may be modified or withdrawn only by written notice, provided such notice is received prior to the Proposal Due Date.

**1.9.9 Receipt of Proposals:** The only acceptable evidence to establish the time of receipt of Proposals at the City Clerk's Office is the time-date stamp of that Office on the Proposal wrapper or other documentary evidence of receipt maintained by that Office. Since both electronic and hard copy submission is required, the City will treat the time-stamp of the later of the two receipts as the official documentary evidence of receipt.

**1.9.10 Acknowledgment of Addenda to the Request for Proposals:** Receipt of Addenda to this RFP by an Offeror must be acknowledged a) by signing and returning the Addenda, or b) by letter. Such acknowledgment may be submitted with the offer. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

**1.10 Modifications to Scope of Services:** In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

**1.11 Draft Agreement:** A copy of the Draft Agreement to be entered into is included in the RFP. Please state that you accept the terms and conditions of the Draft Agreement, or note exceptions. The Draft Agreement may differ from the final Agreement.

**1.12 Contract Term:** The contract resulting from this solicitation is anticipated to have a term of one (1) year with four (4) possible extensions of one (1) year each.

**1.13 Evaluation Period:** The City reserves the right to analyze, examine and interpret any offer for a period of ninety (90) days after the hour and date specified for the receipt of offers.

**1.14 Evaluation Assistance:** The City of Albuquerque, in evaluating proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

**1.15 Rejection and Waiver:** The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

**1.16 Award of Contract:**

**1.16.1 When Award Occurs:** Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.



**1.16.2 Award:** If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposals will be most advantageous to the City as set forth in the Evaluation Criteria.

**1.17 Cancellation:** This Request for Proposals may be canceled for any reasons and any and all proposals may be rejected in whole or in part when it is in the best interests of the City.

**1.18 Negotiations:** Negotiations may be conducted with the Offeror(s) recommended for award of contract.

**1.19 City-Furnished Property:** No material, labor, or facilities will be furnished by the City unless otherwise provided for in this Request for Proposals.

**1.20 Proprietary Data:** The file and any documents relating to this RFP, including the proposals submitted by Offerors, shall be open to public inspection after the recommendation of award of a contract has been signed by the Mayor, or his designee. An Offeror may designate trade secrets or other proprietary data to be confidential by separating that material from the Offeror's main proposal, marking it as "Confidential" and uploading it separately from its main proposal submitted in response to this RFP. **Pricing and makes and models or catalog numbers of items offered, delivery terms, and terms of payment should not be so designated.** The City of Albuquerque will endeavor to restrict distribution of material separated, designated as "Confidential" and provided separately to only those individuals involved in the review and analysis of the proposals. If a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) is received, however, which request encompasses such materials, they will be disclosed. The City assumes no responsibility to maintain the confidentiality of any materials submitted in response to this RFP. Any proposal in which a majority of pages are marked as confidential without an apparent justification shall be deemed nonresponsive.

**1.21 Preferences:** Preferences for local, small and resident or Veterans (state) businesses may be available under the City of Albuquerque Public Purchases Ordinance, for this procurement. See Part 5 of this Request for Proposals for additional information.

## **1.22 REQUEST FOR PROPOSALS (RFP) PROTEST PROCESS:**

**1.22.1 When:** If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Purchasing Officer no later than 5:00 p.m. of the tenth business day prior to the deadline for the receipt of offers.

**1.22.2 Recommendation of Award:** If the protest concerns other matters relating to this solicitation, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m. of the tenth business day after the receipt of notice of the Recommendation of Award.

**1.22.3 Timely Protests:** Protests must be received by the Chief Procurement Officer prior to the appropriate deadline as set out herein, or they will not be considered valid. The Chief Procurement Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

**1.22.4 How to File:** Any Offeror who is aggrieved in connection with a competitive solicitation or recommendation of award of a contract may protest to the City Chief Procurement Officer. The protest shall be addressed to the Chief Procurement Officer, must be submitted in written form and must be legible. Protests may be hand-delivered or mailed. Facsimile, telephonic, telegraphic or electronic protests will not be accepted.

**1.22.5 Required Information:** The protest shall contain at a minimum the following;

- The name and address of the protesting party;
- The number of the competitive solicitation;
- A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;
- Details concerning the facts, which support the protest;
- Attachments of any written evidence available to substantiate the claims of the protest; and
- A statement specifying the ruling requested.

**1.22.6 Address Letters and Envelopes as Follows:**

- City of Albuquerque
  - Purchasing Division
  - Attn: Chief Procurement Officer
  - PO Box 1293
  - Albuquerque, New Mexico 87103
- RFP Number  
PROTEST

**1.22.7 Protest Response by Chief Procurement Officer:** The Chief Procurement Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Chief Procurement Officer.

**1.22.8 Protest Hearing:** If a hearing is requested, the request must be included in the protest and received within the time limit. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. Only the issues outlined in the protest will be considered by the Chief Procurement Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Chief Procurement Officer following review of the request.

## **1.23 INSURANCE:**

**1.23.1 General Conditions:** The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City as well as the rider or endorsement showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.

**1.23.2 Approval of Insurance:** Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

**1.23.3 Coverage Required:** The kinds and amounts of insurance required are as follows:

**1.23.3.1 Cyber Liability Errors & Omissions/Professional Liability:** Separate or combined coverage for (1) Cyber liability insurance, including but not limited to liability arising out of or associated with Internet activities and the use or operation of computers and computer networks, and (2) errors and omissions/professional liability insurance. The combined limits of liability for the policy or policies shall be not less than \$1,000,000.

**1.23.3.2 Workers' Compensation Insurance:** Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

**1.23.4 Increased Limits:** During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

**1.23.5 Additional Insurance:** The City may, as a condition of award of a contract, require a successful Offeror to carry additional types of insurance. The type and limit of additional insurance is dependent upon the type of services provided via the contract by the successful Offeror.

**1.24 Bonds:** The City will require the successful Offeror to procure and maintain at its expense during the term of the contract resulting from the RFP, Fidelity Bond coverage or Crime coverage with limits of not less than \$1,000,000 to protect against the loss, theft or misuse of funds it receives from the City for payment of claims.

**1.25 Indemnification:** The City will require the successful Offeror to covenant and agree to make timely payments to the pharmacy from proceeds it receives from the City and to indemnify the City against all liability, charges and expenses, including reasonable attorneys' fees and costs, arising out of or in connection with the successful Offeror's failure to make such payments.

**1.26 Records:** The City will require the successful Offeror to covenant and agree to, upon request of the City; provide records demonstrating historical pricing for prescription medications.

**1.27 Time of the Essence:** The City will require the successful Offeror to covenant and agree that time is of the essence for each of the provisions of the awarded contract; including any turnaround times identified in this RFP and/or the Offeror's response to this RFP.

**1.28 Pay Equity Documentation:** All Proposals **shall** include a completed Pay Equity Reporting Form which can be accessed at <http://www.cabq.gov/womens-pay-equity-task-force-instructions/albuquerque-pay-equity-initiative-instructions> or in the Solicitation Instructions. Offerors who believe they are exempt because they (1) are an out-of-state contractor that has no facilities and no employees working in New Mexico; or (2) have fewer than ten (10) employees are not required to report data, but must submit a statement certifying their status as exempt. Any Proposal that does not include a completed Pay Equity Reporting Form or a statement of certifying exempt status **shall be deemed nonresponsive**.

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## **PART 2 PROPOSAL FORMAT**

### **2.1 Technical Proposal Format, Section One**

**2.1.1 Offeror Identification:** State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified in a similar manner. Include name and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the terms and conditions of the Draft Agreement; state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

#### **2.1.2 Experience:**

**2.1.2.1 Current Experience.** State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City.

#### **2.1.2.2 Experience for Medical Bill Review Services:**

- Provide a brief overview of your organizational structure, management, and expertise in medical bill review software and service.
- Describe the key staff members that will be assigned to the City account, their education, training, experience, and where they are located.
- Describe the turnover rate of your management and bill review staff.
- Submit resumes for the individuals who will be performing the services for the City.
- Discuss what differentiates your organization from your competitors, technically and specifically.
- Provide five (5) current references and include entity name and contact person.

#### **2.1.2.3 Experience for Pharmacy Benefit Management Services:**

- Provide a brief overview of your organizational structure, management and expertise in Pharmacy Benefit Management. For purposes of this RFP, Pharmacy Benefit Management refers to the administration of prescription drug programs primarily responsible for processing and paying prescription drug claims. Pharmacy Benefit Management also includes the development and maintenance of the formulary, contracting with

pharmacies, and negotiating discounts and rebates with drug manufacturers.

- How long has your organization been in the Workers' Compensation Pharmacy Benefit Management business?
- How many pharmacies are in your network?
- Are any major chains in the Albuquerque area excluded from your network?
- Are there local and regional locations with competitive contracted pricing?
- Do you own or lease the network(s)?
  - If you lease, what network(s) do you lease?
  - Please discuss your relationship with your pharmacies.
  - How will the City be able to utilize these networks?
- Do you own or lease your BIN (Banker Identification Number)?
- Discuss what differentiates your organization from your competitors, technically and specifically.
- Provide five (5) current references and include entity name and contact person.
- Is your organization, or parent, currently the subject of any on-going investigation or litigation with respect to rebating, price fixing or some other form of commission sharing arrangement? If yes, please describe the nature of the alleged complaint.

**2.1.2.4 Past Experience:** Describe a minimum of three (3) projects of similar scope and size, which are now complete; state for whom the work was performed, year completed, and a reference person who can be contacted regarding the work. References must be for work performed in the past three to five (3 to 5) years. State relevant experience with other municipalities or government entities.

### **2.1.3 Proposed Approach to Medical Bill Review Services:**

- Provide a flowchart outlining your bill review services.
- Provide a detailed implementation timetable, including the party responsible for the specific tasks. What is the earliest possible date?
- Discuss your security measures and how they meet all Federal regulations.
- Discuss procedures for the following:
  - Handling rushes.
  - Review only bills.
  - Review of bills on a non-compensable claim.

- Review of bills not covered by Fee Schedule or PPO (Preferred Provider Organization).
- Duplicate bill submissions.
- Bills submitted for reconsiderations.
- Bills where the bill review fee and or PPO (Preferred Provider Organization) discount are higher than the allowance of the bill.
- Bills submitted for gross receipts tax on services previously processed by the medical bill reviewer, but not considered in initial processing.
- Identify your process for handling missed appointment fees.
- Describe your bill review system, the software provider, and the ability to interface with the claims management system the City utilizes to adjust claims. This is in addition to any adjuster portal capability you may provide. An important feature for the City is that actual images of bills, supporting bill documents, Explanation of Benefits, and Reconsiderations be uploaded into the claims management system. Explanation of Benefits is a term used to describe the statement sent by a payer to the health care provider explaining what medical treatments and/or services were paid for on the behalf of the injured worker and typically includes the service performed, the date of the service, the current procedural terminology code and description for the service, the name of the person or place that provided the service, and the name of the patient, the doctor's fee, and what the New Mexico allowable amount allows, adjustment reasons, adjustment codes, recalculated applicable gross receipts tax, and a brief explanation of any claims that were denied. The Explanation of Benefits shall be in accordance with Section 11.4.7.9 NMAC.
- Describe your Electronic Data Interface (EDI) capabilities and the ability to interface with the current claims management system.
- Describe your ability to scan bills and perform the entire bill review process electronically.
  - Do you have any current clients that accept data electronically?
- Describe your ability to return all bills to the City with copies of the invoices and copies of Explanation of Benefits to providers.
- Describe monthly, quarterly, and annual reports you will provide outlining bill review activity including original billing amount, reduction, duplicates, providers, diagnostic codes, Preferred Provider Organization savings and your fees. Please provide sample reports on a per claim and summary basis. Also describe your ad-hoc reporting capabilities.
- What is your average bill review savings for your current clients?
- What is your average Preferred Provider Organization savings for current clients? Do you have Preferred Provider Organization contracts with New Mexico providers?

- Describe how you monitor and measure bill review accuracy and your bill review quality control program:
  - Describe your system's capability to capture duplicate and/or partial charges, service dates, and diagnostic codes.
  - Describe your ability to identify and correct fee schedule excesses and billing infractions, and recognize unbundled service codes.
  - Describe your system's ability to identify medical foods and compounds not recognized by FDA or workers' compensation and how you handle these billings?
  - Does your software have the capability to detect what could be "questionable" patterns in medical care and billings? Once information is flagged, how do you address these situations?
  - Do you have a program to confirm that the injured worker actually received services for the billed amount? Is there any service fee associated with this program?
- Describe your system's ability to analyze medical/legal evaluation bills and reduce them to amounts allowed by the State's fee schedule.
- Describe your system's ability to analyze and reduce the following bills to amounts allowed by the State's fee schedule.
  - Out-of-state bills.
  - Hearing loss related charges.
  - Durable medical equipment.
  - Dental bills.
  - Home healthcare services.
- Describe your bill review dispute resolution procedure and how you handle provider inquiries. Outline your procedures used to resolve complaints from medical providers and injured workers. Include your standard turnaround time to address inquiries and resolve complaints.
- How are savings with hospitals for inpatient/outpatient calculated? Describe your ability to negotiate Inpatient Hospital Fees under DRG (Diagnosis Related Group) codes.
- What is your standard for turnaround time for completing a bill review? Is this time guaranteed and how do you monitor your performance in this area?
- How do you propose bill review information will be transferred between the City and your location and who bears the cost?
- Please describe your Explanation of Benefits process. Also attach samples of Explanation of Benefits used for payment, reconsideration, and request for additional information from medical providers.
- What is your policy on delays in bill reviews caused by your company and any resulting penalties, infractions, etc.?
- Discuss your disaster recovery plan and your computer back-up systems.



#### **2.1.4 Re-price Medical Bills:**

- Re-price the bills attached as Appendix A and provide the City with a sample Explanation of Benefits (EOB) for payment to the vendor. Include the re-priced bills with the Technical Proposal.
- Include Administrative Fees for Service with your Cost Proposal.

#### **2.1.5 Proposed Approach to Pharmacy Benefit Management Services:**

- New Mexico has a medical fee schedule applicable to Workers' Compensation medical treatment. What steps do you take to assure that your prescription pricing falls within or below the New Mexico fee schedule?
- Does your company maintain and operate a customer service line? Describe how it works and who has access, the hours available and what information is available.
- Do you have a website dedicated to your Pharmacy Benefit Management program? If yes, what information is available and who has access to the website?
- Regarding your customer service procedures, discuss your security measures and how they meet all Federal regulations.
- Describe your reporting capabilities. Are your reporting capabilities available on-line for the City to create ad hoc reports?
- Describe your card issuance program.
  - Describe your first fill process.
  - Does the Pharmacy Benefit Management assume part of the risk?
- How are rejected/denied transactions handled?
- How is a paper bill from a pharmacy or third party biller processed?
- Describe your process to capture prescriptions being processed outside of your network?
- Describe your method and cycle of invoicing and the process for reimbursement to the pharmacy.
- What is your definition of a "claim" assuming multiple prescriptions are presented for fill at the same time?
- What is your dispute resolution procedure? Provide an example of how an individual may use this procedure.
- How are compound medications handled?
- Describe in detail the process for developing a specific formulary for the City including who will be involved.
  - Are there set intervals for review and adjustment of the formulary?
  - Is there ability for the formulary to be adjusted per individual injured worker's needs?

- Can both the Pharmacy Benefit Management and specific members of the workers' compensation team make the formulary adjustments electronically?
- What is your company's policy for dispensing generic vs. brand name drugs?
  - Do you provide pharmacies with an incentive to dispense generics versus brand name drugs? If yes, describe.
- Describe your Drug Utilization Review (DUR) program.
  - Indicate the frequency and extent of detail contained in your standard DUR reporting package.
  - Does your system provide data on drug usage by individual and/or sub-groups as well for the entire population?
  - Are the reports available electronically?
  - Describe and detail your company's process of over/under utilization monitoring and management.
- What clinical support services are available?
- How do you calculate savings for customers who are seeking to determine this number, either on an individual prescription or as an aggregate of their prescriptions filled?
- Do you have a policy with pharmacies who sell prescriptions to re-billers and collection agencies? If yes, explain your policy.
- Describe in detail how you will manage the transition process from our current Pharmacy Benefit Management.
  - Provide a detailed implementation timetable, including the party responsible for the specific tasks.
  - Would you be able to provide services before that date? If yes, what is the earliest possible date?

## **2.2 Cost Proposal Format, Section Two:**

**2.2.1 Total Cost:** Submit your Cost Proposal separately from your technical proposal. Please follow the sample formats attached to this RFP.

**2.2.2 The Cost Proposal should, at a minimum, contain the following completed forms:**

- Medical Bill Review Fees, Appendix B-1
- Pharmacy Benefit Management Fees, Appendix B-2

**2.2.3 All Costs:** All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other offers received. All costs should include any applicable gross receipts taxes.

The Offeror should understand that the City will not pay for any amounts not included in the cost proposal -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror.

- 2.2.4** **An example** of the preferred format is attached to this RFP as Appendix B-1 and B-2. Your response to this section will be used in performing a cost/price analysis.

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## **PART 3**

### **SCOPE OF SERVICES**

#### **3.1 MEDICAL BILL REVIEW-SCOPE OF SERVICES**

The successful Offeror must be able to assure that claims for medical services provided to the injured workers are properly reviewed, processed and paid in correct amounts and in a timely manner. A successful Offeror must be able to determine if the services reported on a bill are related to the work injury and are otherwise appropriate. Offerors must be able to re-price the bills to assure that the payment does not exceed the amount which may be paid under the New Mexico Workers' Compensation Act and that all appropriate discounts and reductions have been extended to the City.

##### **3.1.1 The successful Offeror shall provide the following services:**

- Analyze and reduce medical bills to fair and equitable amounts by reducing payment to the lowest dollar value available pursuant to the New Mexico Fee Schedule and Rules as promulgated by the New Mexico Workers' Compensation Administration, Current Procedural Terminology billing guidelines, Preferred Provider Organization discounts, geographic area analysis, and other negotiated contracts with networks that encompasses ancillary services.
- Medical bill review and/or Pharmacy Benefit Management workflow from receipt of the electronic or paper bill through Explanation of Benefits and recommended payment.
- Generate Explanation of Benefits on bills recommended for reduced payment with mandated remedies language and contact information for medical providers.
- Receive electronic billing from medical providers and track duplicate billing, service dates, original bill amount and recommended reduction.
- Interface with the City's Accounts Payable accounting system (PeopleSoft) and workers' compensation claims management system with the ability to receive select claims data and transmit an upload of actual images of bills, supporting bill documents, Explanation of Benefits, and reconsiderations.
- Analyze bills and return information to the City within fourteen (14) calendar days of receipt.
- Track all recommended payments by medical treatment type (chiropractic, PT, pharmacy, etc.).
- Resolve within seventy-two (72) hours of receipt inquiries from vendors who question the recommended payment and request re-evaluation of bills (reconsiderations).
- Defend the City on bill reduction appeals filed with the NM Workers' Compensation Administration.

- Access to prominent Preferred Provider Networks within the state of New Mexico. Preferred Provider Networks consist of groups of insurer-selected health care providers who deliver programs of care to claimants.
- Must be compliant with Health Insurance Portability and Accountability Act (HIPAA) for all services submitted in the proposal.
- Must be in Compliance with the New Mexico Fee Schedule (Medical and Pharmacy) and Rules.
- Monthly, quarterly and annual reports documenting activity by claim to include, provider, billed amount, fee schedule reduction, additional deductions and Preferred Provider Organization savings.
- An option for access to nurses, physicians or other qualified personnel to review and adjust bills in complicated cases or where fee schedules do not apply.

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### **3.2 PHARMACY BENEFIT MANAGEMENT (PBM) SERVICES-SCOPE OF SERVICES**

The City is seeking Proposals for Workers' Compensation Pharmacy Benefit Management Services. The successful Pharmacy Benefit Management Offeror shall provide an extensive pharmacy network to: allow choice in pharmacy selection for the injured employee to fill a prescription twenty-four (24) hours a day, handle the processing of the charges, maintain a drug utilization program, reduce annual pharmacy costs beyond the New Mexico Fee Schedule and increase savings, reduce administrative time and effort.

#### **3.2.1 The successful Offeror shall provide the following services:**

- Pharmacy Benefit Management workflow from receipt of the bill through recommended payment.
- A method to load the claims into its system daily to assure the injured workers will be able to fill their prescriptions.
- Interface with the City's Accounts Payable accounting system (PeopleSoft) and workers' compensation claims management system.
- Receive, reduce, and pay pharmacy bills in accordance with New Mexico Fee Schedule and Rules or pharmacy contracted rates; whichever yields the greatest cost saving.
- An option for pharmacy mail service.
- Reduce cost and improve the ordering and authorization process to ensure injured workers receive the appropriate medication within a twenty-four (24) hour period.
- Establish communication with injured worker and pharmacy
  - The Offeror shall inform the injured employee in writing of the pharmacy benefit management program services within three (3) business days of a reported claim.
  - A personal pharmacy card is to be included in this mailing.
- A pharmacy formulary specific to the needs of injured workers will be designed in collaboration with the City's Employee Health Center Medical Director and the City's Workers' Compensation Manager.
- Receive electronic billing from pharmacies and track duplicate billing, service dates, original bill amount and recommended reduction.
- Monthly, quarterly and annual reports documenting activity by claim to include medication dispense history, medical fee schedule and Pharmacy Benefit Management network savings.
- Must be compliant with Health Insurance Portability and Accountability Act (HIPPA) for all services submitted in the proposal.
- The successful Offeror will have a utilization program in place that includes intake, assessment, on-going utilization management, reassessment, and case closure.

- Determine if the drugs prescribed are appropriate for the type of injury, their dosage and duration of therapy.
- Compare physician prescribed drugs to make sure that they do not over-lap one another
- Evaluate if generic drugs could be substituted for brand name drugs.
- Detect misuse, abuse, and fraud in injured worker population.
- Send alerts and/or specialized flags to adjuster and physician for opioids medications.

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## **PART 4**

### **EVALUATION OF OFFERS**

**4.1 Selection Process.** The Mayor of Albuquerque shall name, for the purpose of evaluating the proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial offers.

**4.2 Evaluation Criteria.** The following general criteria, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The proposal factors for each of the two categories will be rated on a scale of **0-1000** with weight relationships as stated below.

#### **4.2.1 Evaluation Factors:**

**100 --** The Offeror's proposed approach to Medical Bill Review Services and Pharmacy Benefit Management services, as provided in Part 2 of this RFP.

**250 --** The Offeror's understanding of the RFP and its description of key issues affecting services of this type, as well as how it intends to resolve issues identified in Part 2 of this RFP, including the re-pricing of bills.

**100 --** The overall ability of the Offeror, as judged by the evaluation committee, to successfully carry out the tasks identified in Part 3, the Scope of Services. This judgement will be based upon factors such as the Offeror's implementation plan, plans to meet the requirements of the RFP, and the availability of staff and resources.

**100 --** The Offeror's experience with Medical Bill Review Services and Pharmacy Benefit Management Services.

**200 --** The Offeror and its personnel's experience and qualifications as shown on staff resumes to perform tasks described in Part 3, Scope of Services.

**100 --** The Offeror's past experience on projects of similar scope and size.

**150 --** Cost Proposal - The costs proposed by the Offeror as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis.



**4.2.2 Cost/Price Factors:** The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Note that the lowest cost is not the sole criterion for recommending contract award.

**4.2.3 Cost Evaluation.** The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

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**PART 5 - Instructions for PREFERENCE CERTIFICATION FORM  
For Local, Small or Resident Business Preferences  
(Goods & Services)**

**1. ALL INFORMATION MUST BE PROVIDED.** A 5% small business preference, a 5% local preference or resident business preference and Veterans preference are available for this procurement. To qualify, an Offeror **MUST** complete and submit this Form **WITH ITS OFFER**. For a Veteran's preference the New Mexico State certification of eligibility **MUST** be attached. If an offer is received without the Forms attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. **THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**

**2. PHYSICAL LOCATION MUST BE STATED.** To qualify for the small business or local preference, a business must have its principal office and place of business in the Greater Albuquerque Metropolitan Area. The business location inserted on the Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.

**3. FORM MUST BE COMPLETED BY PRINCIPAL OFFEROR.** This Form must be completed for the Principal Offeror, or one of the Principal Offerors if the Offeror is a joint venture or partnership, or by an individual authorized to sign for the Offeror. Subcontractors of the Offeror may not be used to qualify an offer for a preference and should not complete or submit the Form.

**4. APPLICATION OF PREFERENCES.** The small business preference and the local business preference will be applied to all offers submitted by eligible small businesses. The local preference only will be applied to all offers submitted by eligible local businesses which are not small businesses. If there are no offers submitted in response to a solicitation that are eligible for the local preference, then the Resident Business Preference will be applied to any offers submitted which have provided a valid, State of New Mexico-issued, Resident Business or Resident Manufacturer Certification Number.

**5. DEFINITIONS.** The following definitions apply:

- The Greater Albuquerque Metropolitan Area includes all locations within the City of Albuquerque and Bernalillo County.
- A local business is a business with its principal office and place of business in the Greater Albuquerque Metropolitan Area.
- A small business is a local business which employs an average of fewer than 50 full-time employees in a calendar year. The calendar year immediately prior to the request for the preference should be used.
- A principal office is the main or home office of the business as identified in tax returns, business licenses and other official business documents.
- A place of business is a location where the business conducts its daily operations, for the general public, if applicable.
- A full-time employee is an employee of the business who is hired to work at least forty (40) hours per week, whether in a permanent, temporary or seasonal status. If all full-time employees of the business are hired to work a shorter work week, the City's Purchasing Officer may reduce this requirement, upon receipt of adequate documentation.

**6. ADDITIONAL DOCUMENTATION.** If requested, a business will be required to provide, within three working days of receipt of the request, documentation to substantiate the information provided on the Form. The City's Purchasing Officer shall determine the sufficiency of such documentation.

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**LOCAL and SMALL VENDOR  
PREFERENCE  
AFFIDAVIT OF ELIGIBILITY**

**City of Albuquerque**  
Purchasing Division

One Civic Plaza – 7<sup>th</sup> Floor  
P.O. Box 1293 Room 7012  
Albuquerque, NM 87103  
Phone: (505) 768-3320  
Fax: (505) 768-3355

**Preference Type: (Check applicable preference/s)**      [ ] **Local-City Business**      [ ] **Small Business**

Legal Name of Firm:

Contact Person:

Telephone:

E-mail Address:

Fax:

Mailing Address:

Physical Address (if Different):

Number of full-time employees working in the city of Albuquerque:

Attach 941 Tax Form

☐ **I certify my company meets the following qualifications to be eligible for local business preference:**

Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County)

1. Such location is staffed with full-time employees.
2. Such location is open to the public on a regular basis.
3. The vendor is operating or performing its business from this location.
4. Note: A post office box shall not be considered a physical business address.

☐ **I certify my company meets the following qualifications to be eligible for Small business preference:**

1. Meets the requirements for a Local Business Preference (see above).
2. Employs fewer than fifty (50) full-time employees in a calendar year as demonstrated by the attached 941 I.R.S. Tax Form

☐ **I certify that I am attaching the New Mexico State certification of Resident Veteran's Business preference.**

☐ **I certify that under the penalty of perjury, the foregoing statements are true and correct. I also acknowledge that any person, firm, corporation or entity intentionally submitting false information to the city in an attempt to qualify for a local or small preference shall be prohibited from bidding on City of Albuquerque products and/or services for a period of up to three (3) years.**

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of New Mexico

County of \_\_\_\_\_

Signed and sworn to before me on \_\_\_\_\_ by \_\_\_\_\_.

P2015000042, "Workers' Compensation Cost Containment Services – Medical Bill Review and Pharmacy Benefit Management"

28

Notary

My Commission expires on \_\_\_\_\_

**PART 6**  
**DRAFT AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of\_\_\_\_\_, 20\_\_ by and between the City of Albuquerque, New Mexico a municipal corporation, (hereinafter referred to as the "City"), and \_\_\_\_\_, (hereinafter referred to as the "Contractor"), a \_\_\_\_\_, whose address is \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the City issued a Request For Proposals for the Risk Management Department, P2015000042, titled "Workers' Compensation Cost Containment Services – Medical Bill Review and/or Pharmacy Benefit Management", which is Exhibit A to this Agreement; and

**WHEREAS**, the Contractor submitted its proposal, dated \_\_\_\_\_, in response to P2015000042, which proposal is Exhibit B to this Agreement; and

**WHEREAS**, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

**NOW, THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

**1.     Scope of Services.** The Contractor shall perform the following services (hereinafter the "Services") in a satisfactory and proper manner, as determined by the City:

Provide medical bill reduction including paper and electronic claims pursuant to the New Mexico Fee Schedule and Rules as promulgated by the New Mexico Workers' compensation Administration, PPO Discounts, geographic area analysis, and other negotiated contracts and/or Workers' Compensation Pharmacy Benefit Management Services, in accordance with Exhibit A as supplemented by Exhibit B.

**2.     Time of Performance.** Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within One (1) year of the date of execution of this Agreement. This Agreement may be extended for up to four (4) additional one-year periods upon written agreement of the parties.

**3.     Compensation and Method of Payment.**

**A.     Compensation.** For performing the Services specified in Section 1 hereof,

the City agrees to pay the Contractor at the rates set out in Exhibit C to this Agreement. Such payment shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

**B. Method of Payment.** The City agrees to reimburse the Contractor as follows: TBD. Payments shall be made to the Contractor upon receipt and approval of individual invoices by the City which invoices shall comply with budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

**C. Appropriations.** Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**4. Independent Contractor.** The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

**5. Personnel.**

**A.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

**B.** All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

**C.** None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. **Indemnity.** As provided in the RFP section 1.25 and herein, the Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the negligent acts, errors, omissions, and performance by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement. The Contractor further covenants and agrees to make timely payments to the pharmacy from proceeds it receives from the City and to indemnify the City against all liability, charges and expenses, including reasonable attorneys' fees and costs, arising out of or in connection with the Contractor's failure to make such payments.

7. **Bonds and Insurance.** The Contractor shall not commence any work under this Agreement until the insurances and bonds required in Exhibit A, Section 1.23 and Section 1.24 have been obtained and the proper certificates and riders or endorsements (or policies) have been submitted to the City.

8. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans with Disabilities Act of 1990, as currently enacted or hereafter amended.

9. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans with Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. **Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement, including reports demonstrating the Contractor's historical pricing for prescription medications. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.

11. **Open Meetings Requirements.** Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected

official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 *et seq.* R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

**12. Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

**13. Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 *et seq.* and the Inspector General Ordinance, §2-17-1 *et seq.* R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

**14. Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

**15. Compliance with Laws.** In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments.

**16. Changes.** The City may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

**17. Assignability.** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

**18. Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the



right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

**19. Termination for Convenience of City.** The City may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

**20. Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**21. Enforcement.** The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

**22. Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. Exhibits A and B, attached hereto, are hereby made a part of this Agreement.

**24. Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

**25. Time is of the Essence.** Time is of the essence in connection with all matters and obligations pertaining to this Agreement, including the turnaround times identified in Exhibit A and Exhibit B. Failure to strictly comply with the identified turnaround times may result in the termination of this Agreement.

**26. Approval Required.** This Agreement shall not become effective or binding until approved by the City's Chief Administrative Officer.

**IN WITNESS WHEREOF**, the City and the Contractor have executed this Agreement as of the date first above written.

**CITY OF ALBUQUERQUE**

**Approved By:**

\_\_\_\_\_  
Robert J. Perry,  
Chief Administrative Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Lou Hoffman, Director  
Department of Finance and  
Administrative Services

Date: \_\_\_\_\_

\_\_\_\_\_  
Ramona C. Martinez,  
Chief Procurement Officer

Date: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX A**

**(Applies to Technical Proposal for Medical Bill Review Category Only in the Approach Scoring)**

### **REPRICING OF BILLS**

Instruction: For all purposes, assume all the medical records and supporting documentation are provided with the bills.

This Appendix contains eleven (11) bills. Please re-price the attached bills and provide the City with a sample Explanation of Benefits (EOB) for payment to the vendor in the technical portion of the response. Under the cost proposal clearly state as it relates to Appendix A what this sample administrative charges will be to the City.

Bill A .....	page 36
Bill B .....	page 37
Bill C .....	page 38
Bill D .....	page 39
Bill E .....	page 40
Bill F .....	page 41
Bill G .....	page 42
Bill H .....	page 43
Bill I .....	page 44
Bill J .....	page 45
Bill K .....	page 46, 47 & 48

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# Bill A

PRESBYTERIAN HOSPITAL 1100 CENTRAL SE ALBUQUERQUE NM 87106-4930		PRESBYTERIAN HOSPITAL PO BOX 911570 DENVER CO 80292-1570		10 PAT 11 INTL 12 MED 13 REC #		14 TAX NO 15 STATE COVERS PERIOD 16 FROM 17 THROUGH	
PATIENT NAME		PATIENT ADDRESS		18 PAT 19 INTL 20 MED 21 REC #		22 TAX NO 23 STATE COVERS PERIOD 24 FROM 25 THROUGH	
ALBUQUERQUE		ALBUQUERQUE		26 PAT 27 INTL 28 MED 29 REC #		30 TAX NO 31 STATE COVERS PERIOD 32 FROM 33 THROUGH	
10 BIRTH DATE		11 DATE		12 DATE		13 DATE	
04 033114		04 033114		04 033114		04 033114	
CITY OF ALBUQ RISK MGMT PO BOX 470 ATTN PETER ENNON ALBUQUERQUE, NM 87103 505-768-3080		CITY OF ALBUQ RISK MGMT PO BOX 470 ATTN PETER ENNON ALBUQUERQUE, NM 87103 505-768-3080		CITY OF ALBUQ RISK MGMT PO BOX 470 ATTN PETER ENNON ALBUQUERQUE, NM 87103 505-768-3080		CITY OF ALBUQ RISK MGMT PO BOX 470 ATTN PETER ENNON ALBUQUERQUE, NM 87103 505-768-3080	
42 REV CD		43 DESCRIPTION		44 HCPCS / RATE / HIPS CODE		45 SERV DATE	
0120		R&B - SEMIPRIVATE (TWO-		924.0		1	
0250		PHARMACY - GENERAL				12	
0258		PHARMACY - IV SOLUTIONS				3	
0260		IV THERAPY - GENERAL				14	
0270		MEDICAL/SURGICAL SUPPLI				1	
0300		LABORATORY - GENERAL		80048		1	
0300		LABORATORY - GENERAL		85025		1	
0300		LABORATORY - GENERAL		85610		1	
0300		LABORATORY - GENERAL		85730		1	
0300		LABORATORY - GENERAL		86850		1	
0300		LABORATORY - GENERAL		86900		1	
0300		LABORATORY - GENERAL		86901		1	
0301		LABORATORY - CHEMISTRY		82962		1	
0320		RADIOLOGY- DIAGNOSTIC		72100		2	
0320		RADIOLOGY- DIAGNOSTIC		72170		1	
0320		RADIOLOGY- DIAGNOSTIC		73550LT		1	
0320		RADIOLOGY- DIAGNOSTIC		73590RT		1	
0324		RADIOLOGY - DIAGNOSTIC		71010		1	
0450		EMERGENCY ROOM - GENERA				1	
0730		EKG/ECG (ELECTROCARDIOG				1	
TOTALS		TOTALS		TOTALS		TOTALS	
0001		PAGE 1 OF 1		042514		932500	
50 PAYER NAME		51 HEALTH PLAN ID		52 PRIOR PAYMENTS		53 EST AMOUNT DUE	
CITY OF ALBUQ RISK MGMT		400		000		932500	
54 GROUP NAME		55 INSURANCE GROUP NO.		56 EMPLOYER NAME		57 EMPLOYEE NAME	
W/C				ALBUQ CITY - EMPLOYEE		STEPHEN L	
58 TREATMENT AUTHORIZATION CODES		59 DOCUMENT CONTROL NUMBER		60 EMPLOYER NAME		61 EMPLOYEE NAME	
NOT REQUIRED				ALBUQ CITY - EMPLOYEE		STEPHEN L	
62 MARKS		63 MARKS		64 MARKS		65 MARKS	
082139 Y82300 Y25000 YV5867		082139 Y82300 Y25000 YV5867		082139 Y82300 Y25000 YV5867		082139 Y82300 Y25000 YV5867	
66 ADMIT DATE		67 PATIENT REASON DX		68 PPS CODE		69 E8849 YE8499 E0000	
82110				534			
70 ATTENDING		71 LAST		72 FIRST		73 LAST	
PILON		STEPHEN L					
74 OTHER		75 LAST		76 FIRST		77 LAST	

# Bill B

PRESBYTERIAN HOSPITAL 1100 CENTRAL SE ALBUQUERQUE NM 87106-4930										PRESBYTERIAN HOSPITAL PO BOX 911570 DENVER CO 80291-1570										14 PAT I 15 MED REC # 5 FED TAX NO 850105601 16 STATEMENT COVERS PERIOD FROM 032414 THROUGH 032414 17 0131									
8 PATIENT NAME										9 PATIENT ADDRESS										10 BIRTHDATE									
ALBUQUERQUE										11 SEX										12 DATE									
13 HR										14 TYPE										15 SRC									
16 DHR										17 STAT										18									
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# Bill C

1 LOVEFACE DOWNTOWN 601 DR MLK JR AVE NE ALBUQUERQUE 5057278000		NM 87102		PO BOX 27310 ALBUQUERQUE NM 87125		Claim Number: 032814200216331	
2 PATIENT NAME L		3 PATIENT ADDRESS ALBUQUERQUE		4 STATE NM		5 ZIP CODE 87102	
6 BIRTH DATE M		7 SEX F		8 AGE 01		9 STATE NM	
10 OCCURRENCE DATE 04 032414		11 OCCURRENCE CODE 01		12 OCCURRENCE FROM 01		13 OCCURRENCE THROUGH 01	
14 VALUE CODE 45		15 VALUE AMOUNT 19		16 VALUE CODE 45		17 VALUE AMOUNT 19	
18 REV CD 0450		19 DESCRIPTION EMERG ROOM		20 ICD-9-CM CODE 99283		21 BODY DATE 032414	
22 REV CD 0730		23 DESCRIPTION EKG/ECG		24 ICD-9-CM CODE 93005		25 BODY DATE 032414	
26 BODY UNITS 1.000		27 TOTAL CHARGES 786 00		28 NON COVERED CHARGES 385 00		29 TOTAL CHARGES 1171 00	
30 PAYEE NAME CONCENTRA		31 HEALTH PLAN ID PRESBYTERIAN COMMERCIAL		32 PRIOR PAYMENTS Y		33 EST AMOUNT DIF 1306914213	
34 TREATMENT AUTHORIZATION CODES 9948 1 7851 1		35 DOCUMENT CONTROL NUMBER 7850		36 EMPLOYER NAME NA		37 GROUP NAME GR001365	
38 ADMIT DATE 04		39 PATIENT REASON DA 7850		40 ICD-9-CM CODE E9259 1		41 ATTENDING NP 1689871311	
42 PRINCIPAL PROCEDURE LAST HERRELL		43 OTHER PROCEDURE LAST HERRELL		44 ATTENDING NP 1689871311		45 FIRST NAME LEONA	
46 REMARKS B3 282N00000X		47 OTHER PROCEDURE LAST HERRELL		48 ATTENDING NP 1689871311		49 FIRST NAME LEONA	

P2015000042, "Workers' Compensation Cost Containment Services – Medical Bill Review and Pharmacy Benefit Management"

# Bill E

NM ORTHOPAEDICS SURGERY CENT <sup>2</sup> 201 CEDAR SE SUITE 7650 ALBUQUERQUE, NM 87106 (505) 724-4395										NM ORTHOPAEDICS SURG CTR 201 CEDAR SE SUITE 7650 ALBUQUERQUE, NM 87106										34 PAT CNTL # D MED REC # 48656 5 FED TAX NO 621707006										4 TYPE OF BILL 0831 6 STATEMENT COVERS PERIOD FROM 041414 THROUGH 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# Bill F



## HEALTH INSURANCE CLAIM FORM

**WORK COMP**

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

CITY OF ALBUQUERQUE  
RISK MANAGEMENT  
PO BOX 470  
ALBUQUERQUE NM 87103

1. MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> FECA <input type="checkbox"/> OTHER <input checked="" type="checkbox"/>		1a. INSURED'S I.D. NUMBER (For Program in Item 1) <b>1401208</b>	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) _____		4. INSURED'S NAME (Last Name, First Name, Middle Initial) _____	
3. PATIENT'S BIRTH DATE _____		5. INSURED'S BIRTH DATE _____	
6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>		7. INSURED'S ADDRESS (Home, Office) _____	
8. RESERVED FOR NUCC USE		9. RESERVED FOR NUCC USE	
10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input type="checkbox"/> NO b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		11. INSURED'S POLICY GROUP OR FECA NUMBER _____	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNED: _____ DATE: <b>04 16 2014</b>		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNED: _____ DATE: _____	
14. DATE OF CURRENT ILLNESS, INJURY, OR PREGNANCY (LMP) MM DD YY <b>04 16 2014</b> QUAL: <b>431</b>		15. OTHER DATE MM DD YY _____	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN <b>CHARLES R PRIBYL MD</b>		17a. <b>IG E12594</b> 17b. NPI <b>1245266261</b>	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) _____		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY _____	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Re-state A-L to service line below (24E) A. <b>842.11</b> B. <b>842.12</b> C. <b>719.44</b> D. _____ E. _____ F. _____ G. _____ H. _____ I. _____ J. _____ K. _____		20. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY <b>04 14 2014</b> <b>24</b>		22. RESUBMISSION CODE _____	
B. PLACE OF SERVICE <b>24</b>		23. PRIOR AUTHORIZATION NUMBER <b>MONICA 768-3079</b>	
C. EMG <b>01810</b>		24. F. CHARGES <b>1736.00</b>	
D. PROCEDURES, SERVICES, OR SUPPLIES Explain Unusual Circumstances <b>7Base Units: 3.00 Time Units: (164 MINS) 11.00 14.00 Units @ 124.00 = \$1736.00</b>		25. G. DAYS OR UNITS <b>164</b>	
E. DIAGNOSIS/POINTER <b>ABC</b>		26. H. EXPOSURE <b>1</b>	
1. <b>04 14 2014</b> <b>24</b> <b>64415</b> <b>59</b> <b>ABC</b> <b>992.00</b> <b>1</b> <b>850210604</b> <b>1639172000</b>		27. I. ID QUAL <b>850210604</b> <b>1639172000</b>	
2. <b>04 14 2014</b> <b>24</b> <b>76942</b> <b>26</b> <b>ABC</b> <b>248.00</b> <b>1</b> <b>850210604</b> <b>1639172000</b>		28. J. RENDERS PROVIDER <b>850210604</b> <b>1639172000</b>	
3. <b>04 14 2014</b> <b>24</b> <b>76942</b> <b>26</b> <b>ABC</b> <b>248.00</b> <b>1</b> <b>850210604</b> <b>1639172000</b>		29. K. NPI <b>850210604</b> <b>1639172000</b>	
4. <b>04 14 2014</b> <b>24</b> <b>76942</b> <b>26</b> <b>ABC</b> <b>248.00</b> <b>1</b> <b>850210604</b> <b>1639172000</b>		30. L. NPI <b>850210604</b> <b>1639172000</b>	
5. <b>04 14 2014</b> <b>24</b> <b>76942</b> <b>26</b> <b>ABC</b> <b>248.00</b> <b>1</b> <b>850210604</b> <b>1639172000</b>		31. M. NPI <b>850210604</b> <b>1639172000</b>	
6. <b>04 14 2014</b> <b>24</b> <b>76942</b> <b>26</b> <b>ABC</b> <b>248.00</b> <b>1</b> <b>850210604</b> <b>1639172000</b>		32. N. NPI <b>850210604</b> <b>1639172000</b>	
25. FEDERAL TAX I.D. NUMBER <b>85-0210604</b>		26. PATIENT'S ACCOUNT NO. <b>1831109580</b>	
27. ACCEPT ASSIGNMENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE <b>\$ 2976.00</b>	
29. AMOUNT PAID <b>\$</b>		30. Rcvd for NUCC Use <b>ZZ 207L00000X</b>	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS I certify that the statements on the reverse apply to this bill and are made a part thereof. <b>JAMES SCHNEIDMILLER MD</b>		32. SERVICE FACILITY LOCATION INFORMATION <b>NEW MEXICO ORTHOPEDICS SURGERY</b> <b>201 CEDAR SE STE 7850</b> <b>ALBUQUERQUE NM 87106-4911</b>	
33. BILLING PROVIDER INFO & PH # <b>ANESTHESIA ASSOCIATES OF NM</b> <b>1720 LOUISIANA NE STE 401</b> <b>ALBUQUERQUE NM 87110-7006</b>		34. BILLING PROVIDER INFO & PH # <b>505-260-4343</b>	

NUCC Instruction Manual available at: [www.nucc.org](http://www.nucc.org)

PLEASE PRINT OR TYPE

APPROVED OMB 0038-1107 FORM 1000 (02-12)

Bill G



# HEALTH INSURANCE CLAIM FORM

**WORK COMP**

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

CITY OF ALBUQUERQUE  
RISK MANAGEMENT  
PO BOX 470  
ALBUQUERQUE NM 87103

1. MEDICARE <input type="checkbox"/> (Medicare#)		MEDICAID <input type="checkbox"/> (Medicaid#)		TRICARE <input type="checkbox"/> (ID#DoC#)		CHAMPVA <input type="checkbox"/> (Member ID#)		GROUP HEALTH PLAN <input type="checkbox"/> (ID#)		FECA BULK LUNG <input type="checkbox"/> (ID#)		OTHER <input type="checkbox"/> (ID#)		PICA <input type="checkbox"/>	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)															
3. PATIENT'S BIRTH DATE															
4. INSURED'S NAME (Last Name, First Name, Middle Initial)															
5. PATIENT'S ADDRESS (No., Street)															
6. PATIENT RELATIONSHIP (TO INSURED)															
7. INSURED'S ADDRESS (No., Street)															
8. RESERVED FOR NUCC USE															
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)															
10. IS PATIENT'S CONDITION RELATED TO:															
11. INSURED'S POLICY GROUP OR FECA NUMBER															
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE															
13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE															
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP)															
15. OTHER DATE															
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION															
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE															
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES															
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)															
20. OUTSIDE LAB?															
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY															
22. RESUBMISSION CODE															
23. PRIOR AUTHORIZATION NUMBER															
24. A. DATE(S) OF SERVICE															
25. FEDERAL TAX ID NUMBER															
26. PATIENT'S ACCOUNT NO															
27. ACCEPT ASSIGNMENT?															
28. TOTAL CHARGE															
29. AMOUNT PAID															
30. Revd for NUCC Use															
31. SIGNATURE OF PHYSICIAN OR SUPPLIER															
32. SERVICE FACILITY LOCATION INFORMATION															
33. BILLING PROVIDER INFO & PH #															

# Bill H

CITY OF ALBUQUERQUE PO BOX 470	
ALBUQUERQUE NM 87103	
Medical Records Attached	
HEALTH INSURANCE CLAIM FORM	
APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05	
PICA	
1 MEDICARE MEDICAID TRICARE CHAMPVA GROUP FECA OTHER (Medicare #) (Medicaid #) (Sponsor's SSN) (Member ID) HEALTH PLAN (SSN or ID) BUILDING (SSN) (ID)	
2 PATIENT'S NAME (Last Name, First Name, Middle Initial)	
3 PATIENT'S BIRTH DATE SEX M F X	
4 INSURED'S NAME (Last Name, First Name, Middle Initial)	
5 PATIENT'S ADDRESS (No. Street) CITY ALBUQUERQUE STATE NM ZIP CODE 87105 TELEPHONE (Include Area Code) (505) 800-1390	
6 PATIENT RELATIONSHIP TO INSURED Self X Spouse Child Other	
7 INSURED'S ADDRESS (No. Street) CITY ZIP CODE TELEPHONE ( ) Code	
8 PATIENT STATUS Single Married Other X Employed Full-Time Student Part-Time Student	
9 OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	
10 IS PATIENT'S CONDITION RELATED TO a EMPLOYMENT? (Current or Previous) YES NO X b AUTO ACCIDENT? YES NO PLACE (State) c OTHER ACCIDENT? YES NO d RESERVED FOR LOCAL USE	
11 INSURED'S POLICY OR GROUP NUMBER	
a INSURED'S DATE OF BIRTH MM DD YY M F b EMPLOYER'S NAME OR SCHOOL NAME c INSURANCE PLAN NAME OR PROGRAM NAME CITY OF ALBUQUERQUE d IS THERE ANOTHER HEALTH BENEFIT PLAN? YES NO X If yes, return to and complete item 9-a-d.	
12 PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNATURE ON FILE SIGNED DATE 03/27/2014	
13 INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNATURE ON FILE SIGNED	
14 DATE OF CURRENT ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY (LMP) 12 31 98	
15 IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS GIVE FIRST DATE 12 31 98	
16 DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY	
17 NAME OF REFERRING PROVIDER OR SOURCE SMUCKER, PHILIP	
18 HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY	
19 RESERVED FOR LOCAL USE	
20 OUTSIDE LAB? \$ CHARGES 0	
21 DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate Items 1, 2, 3 or 4 to Item 24E by Line) 1 727 40 2 722 10 3 724 03 4 278 01	
22 MEDICAID RESUBMISSION CODE ORIGINAL REF. NO.	
23 PRIOR AUTHORIZATION NUMBER G12345	
24 A DATE(S) OF SERVICE From To B PLACE OF SERVICE C EMG D PROCEDURES, SERVICES, OR SUPPLIES E DIAGNOSIS POINTER F \$ CHARGES G DAYS OR LIMITS H EPISODE (Per Day) I ID QUAL J RENDERING PROVIDER ID #	
13 07 14 03 07 14 22 Y 63267 AS 22 134 9412 00 1 1477613891	
3 07 14 03 07 14 22 Y 63030 AS 22 59 234 6586 00 1 1477613891	
FEDERAL TAX ID NUMBER SSN EIN 50106941	
26 PATIENT'S ACCOUNT NO 27 ACCEPT ASSIGNMENT? YES NO	
28 TOTAL CHARGE \$ 15998 00 29 AMOUNT PAID \$ 0 00 30 BALANCE DUE \$ 15998 00	
31 BILLING PROVIDER INFO & PAY \$ 888 362-4686	
32 SERVICE FACILITY LOCATION INFORMATION ST. VINCENT REGIONAL MEDI 455 ST MICHAEL'S DRIVE SANTA FE NM 87505-7601 1578587150	
33 BILLING PROVIDER INFO & PAY \$ 1841477437	
CC Instruction Manual available at: www.nucc.org	
APPROVED OMB-0938-0999 FORM CMS-1500 (08/05)	

# Bill I

[illegible]

# Bill J


1 UNM HEALTH SCIENCES CTR A 2211 LOMAS BLVD NE ALBUQUERQUE NM 871062719 5052722521		2 UNM HEALTH SCIENCES CTR A PO BOX 848196 DALLAS TX 75284-8196		3 PAYOR 4 PAYOR ID 5 FIDELITY 0000 6 856003005 082813 082813		7 0137	
8 PATIENT NAME				9 37121			
10 BIRTHDATE		11 SEX		12 DATE		13 01	
14 04-062511		15 0000		16 0000		17 0000	
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**(1 of 3)**

[illegible]

# Bill K

## (2 of 3)

 LINVATEC Linvatec Fed ID # 59-1086703	<b>INVOICE</b>		
	Control Number	Invoice Date	Invoice Number
	Customer Number	Due Date	Currency Code
	8285	04-May-2014	USD
		Payment Method	Purchase Order Number
		E141785	

**Please Refer Inquiries To**  
 CONMED LINVATEC  
 11311 Concept Blvd.  
 Largo FL 33773 (727) 392-6464

**Please Remit To**  
 CONMED LINVATEC  
 PO Box 301231  
 Dallas, TX 75303-1231

**Please EFT To**  
 EFT: - JP Morgan Chase  
 Swift Code: CHASUS33  
 Account: 550123571 ABA: 021-000-021  
 NEW YORK, NY 10081

**Bill To**  
 NEW MEXICO ORTHOPAEDIC  
 SURGERY CENTER STE 7650  
 201 CEDAR SE 7TH FLOOR  
 ALBUQUERQUE, NM 87106

APR 10 2014

**Ship To**  
 NEW MEXICO ORTHOPAEDIC  
 SURGERY CENTER STE 7650  
 201 CEDAR SE 7TH FLOOR  
 ALBUQUERQUE, NM 87106

Order Placed By			Order Taken By			Sales Order Number		
			Colbassani, Charles J			2959088		
Qty	Unit	Each	Description	Price	Sub Total	Tax	Total	Rate
2	2	EACH	YRC03 Y-Knot Rc All-Suture Anchor, With Three No. 2 (5 Metric) Hi-Fi Sutures (1 Blue, 1 White/Black And 1 White/Blue) LOT = 532161	230.00	460.00			
1	1	EACH	YRC02 Y-Knot Rc All-Suture Anchor, With Two No. 2 ( 5 Metric) Hi-Fi Sutures (1 Blue And 1 White/Black) LOT = 530966	230.00	230.00			

Carrier	BOL/Tracking Number

INCO Code:

Sub Total	690.00
Freight	0.00
Tax	3.37
<b>Total USD</b>	<b>723.37</b>
Net due in 30 days	

**\*\* Remit To Address Change \*\***  
 Old Address: PO Box 201498 Houston, TX 77216-1498  
 New Address: PO Box 301231 Dallas, TX 75303-1231

THIS ORDER WAS DELIVERED BY YOUR SALES REP NATE O'BRIEN ON 03/04/2014.

CCOLBI 03/12/2014.

Terms and Conditions on the reverse side

2014 APR 16 AM 9:41  
 CITY OF ALBUQUERQUE  
 RISK MANAGEMENT



# Bill K

## (3 of 3)



Remit To: Arthrex, Inc  
P.O. Box 403511  
Atlanta GA 30384-3511

Invoice	
NUMBER V5212794	REVISION 1
SALES ORDER NUMBER S4300631	DATE 02/12/14
FEIN: 06-1121728	

Bill To: 02008557  
# 000001769  
NEW MEXICO ORTHO SUR CTR  
201 CEDAR ST SE  
SUITE 7650  
ALBUQUERQUE NM 87106-4911  
UNITED STATES

I=0000

FEB 19 2014

Ship To: 02008557

NEW MEXICO ORTHO SUR CTR  
201 CEDAR S.E.  
SUITE, 7650, 7TH FLOOR  
ALBUQUERQUE, NM 87106  
UNITED STATES

PO NUMBER E126053	BOL 596302158904
CUSTOMER NUMBER 02008557	PAGE 1(1)

REMARKS:		TERMS 1% 15 DAYS NET 30	ORDER DATE 02/12/14	SALESPERSON DESERT DESE029	SHIP DATE 02/12/14	SHIP VIA FEDXCON	FOB POINT FOB Naple
LINE NO.	ITEM	DESCRIPTION	UM	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	
1	AR-8850	CENTERLINE ENDOSCOPIC SOFT TISSUE RELEASE INST Lot/SN: 334345079 Qty: 6.0	EA	6.0	0.0	200.00	1,200.00
2	AR-13991N	SUREFIRE SCORPION NEEDLE Lot/SN: 987079Z Qty: 5.0	EA	5.0	0.0	140.00	140.00
Comment: FAXED ORDER							
<div style="display: flex; justify-content: space-between;"> <div> <p>PARTIAL: 1 2 3 4 5 6</p> <p>TOTAL: 1,000.00</p> <p>TOTAL: 1,000.00</p> <p>TOTAL: 1,000.00</p> <p>TOTAL: 1,000.00</p> </div> <div> <p>FEB 26 2014</p> </div> </div>							
FedEx FT : 0.00		UPS UT : 0.00		FRGHT MT: 0.00		Total Tax : 97.38	
Line Total: 1,900.00		Discount: 0.00		Total: 1,997.38		USD	

Remit To: Arthrex, Inc "P.O. Box 403511" Atlanta GA 30384-3511

Customer Service: (800) 934-4404 Accounts Receivable: (800) 595-4165

Payment is Due



**APPENDIX B-1**  
**COST PROPOSAL FORM**

**MEDICAL BILL REVIEW FEES**

Complete the following:

1. What is your charge for review, per Medical Bill:

\$\_\_\_\_\_

2. What is your flat fee per bill requiring an audit and/or professional review:

\$\_\_\_\_\_

## APPENDIX B-2 COST PROPOSAL FORM

### PHARMACY BILL REVIEW FEES

Complete the following:

1. What discounts will you give off Average Wholesale Pricing (AWP) and the New Mexico Fee Schedule for:
  - Retail \_\_\_\_\_ %
  - Mail Order \_\_\_\_\_ %
  - Brand \_\_\_\_\_ %
  - Generic \_\_\_\_\_ %
  
2. Will the City of Albuquerque receive refunds, on prorated basis, of rebates or any other discounts you receive from distributors/manufacturers/suppliers?
  - ☐ Yes              ☐ No.
  
3. If yes, at what percentage? \_\_\_\_\_ %