



**V.A.L.U.E. IN LOCAL GOVERNMENT  
(Volume Acquisition of Large Uniform Expenditures)**

**Contract Number: 07-EBS**

**TO**

**PROVIDE PATIENT DATA COLLECTION AND ELECTRONIC BILLING SERVICES AS DETAILED  
UNDER STATEMENT OF WORK IN REQUEST FOR PROPOSAL DATED MARCH 12, 2007**

**March 12, 2007**

**AMBULANCE / EMS BILLING AND COLLECTION SERVICES**

**CONTRACT NUMBER: 07-EBS**

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## BID REQUEST

**BID NO:** 07-EBS **MAILING DATE:** 3/12/07  
**COMMODITY:** Ambulance/EMS Billing &Collection Services **BUYER NAME:** Jim Bembenek  
**AGENCY:** City of Wauwatosa **PHONE NO:** 414-479-8958

**TIME AND PLACE:** Sealed bids for furnishing the above commodity will be received until 3:00 PM, CDT on April 5, 2007.

at the office of City of Wauwatosa, Purchasing Department, 7725 W. North Ave, Wauwatosa, WI 53213.

Bids will be opened at 3:00 PM, CDT, April 5, 2007

**Bids must be returned in a sealed envelope identified with the bid number and opening date in the lower left hand corner. V.A.L.U.E. reserves the right to reject bids that are not properly identified *or are received late.***

**Please submit 10 copy(s) of your bid response.**

**\*\*\*\*NON-COLLUSION STATEMENT\*\*\*\***

By signing below, bidder hereby certifies that bid has been made without any connection with any other bidder and is in all respects fair and without collusion or fraud, and it is made with the understanding that no elected officer or any employee of any municipality has any interest, directly or indirectly unless otherwise stated.

**\*\*\*\*WISCONSIN'S RIGHT TO KNOW LAW\*\*\*\***

It is a direct condition of the terms of this bid that if there is any toxic substances, materials or infectious agents, the bidder shall supply one copy of material safety data sheets and product labeling information with your bid response. V.A.L.U.E. reserves the right to reject any bid not in compliance.

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**We agree to furnish the above according to your specifications, at prices and conditions specified herein.**

**BIDS NOT MANUALLY SIGNED MAY NOT BE ACCEPTED.** Please print the following:

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail \_\_\_\_\_

Date \_\_\_\_\_

Printed Name/Title \_\_\_\_\_

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

V.A.L.U.E. in Local Government, a non-profit organization made up of local government entities in the Southeastern Wisconsin area and affiliated with the National Institute of Governmental Purchasing, requests qualified individuals and firms with professional experience and expertise in developing, implementing, and maintaining mobile software and mobile hardware, and providing data base management that will efficiently and effectively provide professional patient care report services, to submit proposals for patient accounts receivable system, services, and patient care report transmission and storage for ambulance transport and non-transport accounts.

## **BACKGROUND**

The requesting agencies are Fire Departments in Milwaukee County, located in southeastern Wisconsin, which has a population of slightly less than one million people and spans an urban area of 240 square miles. It includes 19 municipalities with a mixture of residential, industrial and commercial properties. There is a significant daily influx of individuals who work within Milwaukee County but live outside its geographical boundaries. There are also a number of specialty areas, arts, and entertainment facilities that attract large groups during special events.

Seven fire departments in Milwaukee County provide first response along with basic and advanced life support care and transport. The Milwaukee Fire Department provides first response and advanced life support emergency medical services within the City of Milwaukee and Village of West Milwaukee. The City contracts with private ambulance providers for basic life transport. All other Milwaukee County fire departments provide first response and basic life support transport only. Call volume and revenue information can be found in Attachment A and B.

Paramedic units in Milwaukee County transport to seventeen (17) receiving hospitals. Patient financial information is available in hard copy from most, but not all receiving facilities.

This request for proposal was developed by a committee of the Milwaukee County Fire Chiefs in collaboration with Milwaukee County Emergency Medical Services (EMS) and V.A.L.U.E. cooperative purchasing program to provide for a data collection and electronic billing system for V.A.L.U.E member EMS providers.

## **STATEMENT OF WORK**

V.A.L.U.E. in Local Government desires the provision and implementation of state-of-the-art system that includes, but is not limited to, mobile software and mobile hardware with professional patient accounts receivable system and services at no cost to the participating municipalities. All fees for services, costs for equipment, implementation, and all things necessary, including but not limited to, mobile software (including service and maintenance), mobile hardware and accessories (including service and maintenance), forms, printing, phone charges, postage, reimbursable expenses, overhead, and administrative costs shall be provided and funded by the successful responder at no cost to the participating municipalities, in accordance with the Scope of Services of this RFP.

V.A.L.U.E. in Local Government desires professional services, computer hardware, software, and all things necessary to incorporate, implement, and maintain a data collection and records maintenance system in which permanent Patient Care Reports (PCR) will be maintained electronically in a secure and

redundant database. Services include, but are not limited to, all things necessary to provide data entry, data processing, billing services, insurance claims filing, collection services, mailing of notices, internal reporting, account follow-up, patient services, external reporting, and training of personnel in use of system, procedures, and documentation.

V.A.L.U.E. in Local Government desires successful responder to provide data collection tools in the form of mobile electronic devices, software and data transmission technology for first response and transport units. The successful responder shall be responsible for integrating the devices into the current computer configurations and ensuring a seamless integration. Services include, but are not limited to start up, integration and continued on-site technical support and management throughout the term of the contract, in accordance with the Scope of Services of this RFP.

The successful responder is responsible for providing all computer hardware, software, and all things necessary, to accomplish this objective as well as a system of data transmission to the database.

Successful responder shall receive a fixed percentage of revenues collected. See Fee Proposal Form (Attachment H). It is the intent that all eight paramedic service providers in Milwaukee County participate in this agreement; however there is no guarantee that all will participate for the entire contract period, or at all, due to existing contracts and required City approval.

## **SCOPE OF SERVICES**

### **FIELD DATA COLLECTION AND REPORTING**

#### **MOBILE HARDWARE**

Mobile hardware is to be provided by, and will remain property of, the successful responder. Minimum requirements for mobile hardware include, but are not limited to, the requirements listed below. Responder shall respond in the Technical Proposal regarding compliance with each minimum requirement.

1. Each device will be provided with a vehicle mounted docking station sufficiently rugged to withstand the anticipated day-to-day vehicle environment with no interference with existing equipment.
2. Must be mounted as specified by the participating municipality.
3. Must not interfere with existing vehicle communications equipment.
4. Must not interfere with air bags or passive restraint systems.
5. Must provide simple slip-in slip-out mounting system to attach and hold equipment securely.
6. Must provide power from the vehicle to equipment while the equipment is in a docked position (direct from vehicle's electrical system)
7. When docked in vehicle, must operate from and charge off vehicle power without depleting vehicle battery.
8. Unit shall meet Military Standard (MIL-STD) 810F for drop-shock, moisture, dust and vibration resistance and temperature extremes as a minimum.
9. Provide multiple options for data input, such as through provision of personal data assistants to allow for flexibility in data input.

10. Be lightweight and easily held – not to exceed five pounds
11. Include an internal battery and mobile charging system. Include a spare battery and mobile charging system.
12. Include energy management
13. Provide for printing a properly formatted hard copy of the Patient Care Report form in the field.
14. Provide for reliable wireless connectivity
15. Not contain any proprietary options.
16. Include a minimum configuration of a Pentium IV 1 processor with 1 GB RAM and a 40 GB HD. The operating system shall be the current version of Windows Tablet PC.
17. Monitor screen should be readable in direct sunlight.
18. Provide multiple docking solutions.
19. Include with the vehicle docking solution an interface to existing hardware.
20. Provide complete specifications and description for each device.
21. Must contain the successful responder's asset tracking identification information on each unit.

## **MOBILE SOFTWARE**

System shall allow personnel to collect, reference, and communicate emergency medical patient information on mobile computers in real time throughout the course of an EMS call. The electronic data capture must include any and all data required to complete the Milwaukee County EMS approved Patient Care Report, must meet the Milwaukee County EMS and State of Wisconsin EMS data set requirements and must be NEMSIS compliant, meeting the Gold level.

Minimum requirements for mobile software include, but are not limited to, the requirements listed below. Responder shall respond in the Technical Proposal regarding compliance with each minimum requirement.

1. User defined data validation.
2. Quick and accurate time and date stamping for recorded medical procedures and response events and synchronization with each participating municipality's time stamp.
3. Context sensitive, searchable on-line help.
4. Ability to use hand-held unit as a mobile data terminal (MDT) and broadcast messages to field personnel.
5. Field edits to ensure run form completeness and accuracy.
6. Compliance with CMMS (Center for Medicare and Medicaid Services) and HIPAA (Healthcare Insurance Portability and Accountability Act) regulations.
7. Recording of digitized patient and care provider signatures.
8. Completion of all audit and reconciliation processes.
9. Capability of rapid and secure data transfer to a central database.
10. Capability of transferring defined data on scene among multiple providers and link as a single patient care report.
11. Electronic capture of all information required to document patient refusal of medical assistance.
12. Storage for documents, including department specific, Milwaukee County EMS defined, State defined and commercially available protocols and reference documents for 'real-time' review by field users.
13. Provision of a centralized means of managing and updating all user-configurable pick lists and other modification to the field units' software.

14. Provision to interface with a patient tracking system as determined by HRSA Region 7 and the UASI/MMRS workgroup.
15. Provisions for expansion as new technologies develop.
16. Identify the number of releases or versions the recommended software has been through.
17. NEMSIS compliance, meeting the Gold level. NFIRS 5.0 compliant.

## **DATA MANAGEMENT AND COLLECTION**

The successful responder shall provide all things necessary for the implementation of methods and mechanisms/technologies (electronic PCR) required for data collection in the field by participating municipalities' personnel; the mobile computer units, software, the mechanisms for transmitting the data, the storage of the permanent patient medical records, and the security and disaster recovery plans. Responders shall comprehensively describe media and processes, hardware, software, service and maintenance, and training in the Technical Proposal.

The ease of use for field providers is a major consideration. The proposed field data collection mechanism must flow logically in relation to patient care and be demonstrated that its use will not unduly increase the total time on task of EMS personnel. The system must collect all operational and demographic information required by participating municipalities, Milwaukee County EMS and the State of Wisconsin EMS Section, and be capable of secure transmission to required entities of that data. This includes the ability to add user-defined fields. The application/system must allow for export of all, or specific data fields using standard export of data from specific standard formats into standard and customized database or spreadsheet formats such as Oracle, Microsoft Access and Excel.

As a backup, the successful responder shall provide a PCR for field use, and the means to enter the data into the proposed system.

Initial responses (first response) to medical emergencies may be in vehicles that do not have transport capabilities. These units will initiate a Patient Care Report. The initial report must be transferred to the transporting unit for completion and subsequent transfer to hospital. The successful responder shall incorporate a wireless data transmission at point-of-service between multiple units.

The proposed computer devices shall have the ability to transfer demographic call information into the participating municipality's Fire Department's NFIRS reporting computer software. The successful responder shall incorporate a data transfer system to accommodate this task. The CAD data will be transferred from the point-of-service devices to the station PC's. The successful responder is responsible for integration, incorporation, conversion and implementation of the desired system.

Responders shall describe the proposed method for integration incorporation, conversion, implementation, system testing, and system acceptance, in the Technical Proposal.

Hardware and software shall also be able to collect and store data from medical devices such as ECG monitors, for centralized management of electronic paper records such as 12-lead ECGs. Current equipment used is Zoll M Series and AED Pro. The successful responder shall be responsible for this integration and implementation. Responders shall describe the proposed method for integration, and implementation in the Technical Proposal

System shall be capable of providing a copy of the patient care section of the report, subject to HIPAA standards, at the hospital at the time of service.

The successful responder agrees to develop necessary steps to 'port' existing electronic Patient Care Report data into the successful responder's proposed software so that all electronic Patient Care Reports are in the successful responder's database. Service and Maintenance shall include, but not be limited to, upgrades, updates, and new releases of software and hardware. The successful responder will outline the process for upgrade and associated costs. The participating municipality reserves the right to make decision(s) regarding upgrades, updates, and new releases. Successful responder shall provide service and maintenance regardless of the participating municipality's decision regarding upgrades, updates, or new releases. If the municipality elects not to upgrade, update, or accept a new release; the successful responder shall provide service and maintenance for the original version.

Data elements collected will be reviewed and updated at least on an annual basis.

## **PERMANENT PATIENT RECORD STORAGE**

The successful responder shall implement a system where all permanent records acquired will be maintained in an electronic format, in a secure and redundant database that is readily accessible and printable by Milwaukee County EMS and participating municipalities' personnel, and meets all federal and state requirements for maintaining patient medical records.

The successful responder shall also provide to the participating municipality and Milwaukee County EMS on a monthly basis, a CD containing the previous month's PCR data in a format compatible with the participating municipality's records management system or Printed Image Format for each patient record as determined by the participating municipality.

Any and all access to data or reports maintained by the responder for the participating municipalities are property of the municipality and must receive prior approval in writing, by the respective municipality, for release to any agency and/or individual use.

When the contract terminates, the successful responder agrees to transfer the existing data and newly generated data to another responder within thirty (30) days of the date of termination of the contract. The successful responder agrees to make this transfer using standard export formats such as CSV or XML.

Expansion Option(s). The participating municipalities reserve the right to modify its current response fleet and configuration when necessary. Responder shall include in the Fee Proposal, a descriptive plan, including cost, if any, based on a percentage of net collections for each modification.

## **BILLING AND COLLECTION ACTIVITIES**

### **GENERAL**

The successful responder shall be responsible for collecting and managing all applicable and appropriate fees for services from federal and state healthcare programs, other third party payers, and patients. The

successful responder shall utilize accepted EMS collection methods approved by V.A.L.U.E. in Local Government and participating municipalities.

The successful responder will be required to complete, and submit for review, required forms to process claims to Medicare/Medicaid on behalf of the respective municipality.

The successful responder shall be responsible for activities, including but not limited to the activities stated below. Responders shall describe methods, policies, procedures, and time frame for actions for the following activities in the Technical Proposal.

1. The hardware and software required to transmit documentation to successful responder
2. High speed internet connectivity at successful responder's primary billing office
3. Completion and verification of PCR information
4. Validation of patient's insurance status
5. HCPCS and ICD-9 coding procedures
6. Data entry
7. Claims processing
8. Invoice/statement generation
9. Claims submission
10. Payment posting
11. Account follow-up
12. Appeal process
13. Payment posting
14. Co-insurance/supplemental insurance processing
15. Private pay account processing and follow-up
16. Bill Medicaid for General Assistance Medical Program (GAMP) patients who later become T19 eligible and pay back GAMP
17. Collection notices by specific patient that can be user-defined.
18. Establishment of payment plans and processes used to identify
19. Accounts for charity write-offs
20. Patients qualifying for financial hardship adjustment applications
21. Accounts for turning to collections
22. Refund policies and procedures and identifying credit balances
23. Non-English speaking patients and family members
24. Establishing third party payer relations
25. Medicare claims processing and follow-up
26. Medicaid claims processing and follow-up

The successful responder shall file insurance claims electronically to the Medicare carrier and State Medicaid program for reimbursement. Responder shall also be capable of filing paper claims for Medicare and Medicaid requests. Responders shall describe in the Technical Proposal how insurance claims shall be submitted to other major insurers of the service's patients.

The successful responder shall implement processes to collect all applicable co-insurance and deductibles from the patients or their secondary insurers. Responders shall describe processes in the Technical Proposal.

The successful responder must be able to download patient care record information on a daily basis excluding weekends and major holidays.

The successful responder shall be responsible for filing all appeals for denied claims or partially denied claims when an internal review shows justification for reimbursement of the claims. This shall occur within twenty (20) business days of notification of denial. The successful responder shall be responsible for all costs of appeals, fair hearings, or administrative law judge hearings unless the respective participating municipality agrees in advance to pay a portion of the costs. The successful responder will be responsible for handling participating municipalities' Emergency Medical Service insurance reviews and/or hearings.

The successful responder shall maintain the totals Days in Accounts Receivable/Days in Sales Outstanding (DSO) at less than 90 days or show documentation and justification to the respective participating municipality explaining why the DSO exceeds this level; due to specific payer or processing issues.

The successful responder shall identify accounts with no activity or returned mail for turning over to the respective municipality's designated collection agency.

The successful responder shall notify the respective municipality within five (5) business days of any overpayments or payments received in error using a Refund Request form in order for the municipality to issue a check to resolve overpayments, credit balances, or payments received in error.

The successful responder shall guarantee a 5% net collections increase annually, compounded, through the initial term of the contract. If the successful responder does not meet this performance requirement annually, the successful responder agrees to pay the respective municipality an additional 0.5% of the year's net collections (excluding Medicaid accounts).

The successful responder will be expected to meet when requested by the participating municipality at a site determined by the municipality's representative. The successful responder will be responsible for any expenses incurred to attend these meetings.

## **INVOICING**

The successful responder shall submit all insurance claims for reimbursement, if applicable within three (3) business days of receipt of adequate insurance information to file a claim.

The successful responder shall be responsible for rebilling the insurance company for its portion of a bill if the claim is not paid. If correspondence to the insurance company is required, a copy of the correspondence should go to the patient.

The successful responder shall invoice the respective municipality's patients, with a return envelope included, a minimum of once a month for any unpaid balance until the account is appropriately closed in accordance with agreed written procedures. The patient's invoice should include a summary of the amount due from the insurance company, as well as what is due from the patient. The invoice should include an aging of the balance due.

## **ACCOUNTS RECEIVABLE**

The successful responder must be able to assume open accounts from respective municipality's current billing system. The successful responder will be responsible for the acquisition and maintenance of software (and upgrades) to include extraction of data capabilities to be compatible with the municipality's software system.

The successful responder must collect from the patient, or the patient's insurance, all legally collectable amounts and shall adhere to all Medicare and Medicaid regulations governing collection of the accounts due.

The successful responder must make every effort possible to make collection within 180 days of patient care record receipt. The successful responder shall forward unpaid accounts of over \$100.00 and exceeding 180 days to the respective municipality's collection agency. Responder may additionally submit a proposal to the participating municipality for collections. This is not required and may not be applicable to all participants.

As part of the collection of accounts receivable, the successful responder will be required to pay for all postage, computer equipment, billing software, computer supplies, envelopes, letterhead, insurance claim forms, electronic payment service fees and all other supplies needed to collect the amount due.

## **DEPOSITS**

All backup for receivables will be forwarded to the successful responder by the bank, posted to accounts, and directly deposited as specified by the participating municipality. The deposit slip and a detailed listing of checks and cash deposited will be forwarded to the respective municipality.

Copies of deposits related to the previous vendor's date of service must be copied by the successful responder and sent to the previous billing vendor within five (5) working days.

The successful responder will be bonded in the amount of \$1,000,000 for each contracting agency.

## **RECEIPT POSTING**

The routine accounting functions, including posting charges, receipts, and account balances, shall never exceed three (3) working days from receipt of information.

A summary of each day's deposit by check number, check writer, amount, and grand total of each deposit and a summary copy submitted of all completed deposits for each month is to be provided to the participating municipality.

Copies of all remittances must be retained for the duration of the contract and be readily accessible for review by the respective participating municipality.

At year end, the responder must supply all previous year's receipts by the 7<sup>th</sup> of January.

## **REPORTS**

The successful responder shall be required to submit a monthly (by each month and service year) “summary of activity reports” covering the accounts receivable. This report shall include, at a minimum, the totals of charges, receipts, and adjustments by transport unit and the ending accounts receivable balance from current to 180 days to the respective municipality. Monthly adjustments shall be detailed by category such as Medicare, T19, etc. These reports shall be submitted by the 15<sup>th</sup> of each following month.

The successful responder shall provide any additional monthly reports as needed and any special request reports in a timely manner and at no additional expense to the participating municipality.

## **HIPAA PRIVACY PLAN, COMPLIANCE PLAN, AND BUSINESS ASSOCIATE ASSURANCES**

The successful responder must enter into a Business Associate Agreement with each participating municipality assuring compliance with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations issued by the U.S. Department of Health & Human Services as set forth in Title 45, Parts 160, 162 and 164 of the Code of Federal Regulations (CFR), to protect the privacy and security of any personally identifiable protected health information that is collected, processed, or learned as a result of billing services.

The successful responder shall have a Privacy Plan in place that complies with all components required by HIPAA. The successful responder shall ensure that all patients who did not receive the Notice of Privacy Practices (NPP) at the time of service are mailed a copy of the contracting agency’s NPP.

The successful responder shall comply with other provisions of HIPAA including the transaction set requirements and security provisions, as they are required.

Responders shall provide a copy of its HIPAA Privacy Plan and its Compliance Plan for adhering to federal and state healthcare program rules and regulations in the Technical Proposal.

## **OIG COMPLIANCE PLAN**

The successful responder shall implement and comply with a Compliance Plan consistent with the intent and activities included in the U.S. Office of Inspector General (OIG) Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998).

## **PARTICIPATING MUNICIPALITIES’ RESPONSIBILITIES**

The respective municipality will designate a Project Director to coordinate this project for the municipality. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director.

The participating municipality will:

1. Provide the successful responder with source documentation.

2. Submit to the successful responder all Patient Care Reports (PCR), in an electronic format using the successful responder's supplied mechanism within two (2) business days.
3. Provide a complete description on the PCR of the services provided, condition of the patient, description of the illness or injury necessitating an ambulance, and demographic information regarding the patient and his or her insurance, when possible.
4. Be responsible for establishing all charges for the services provided by the respective municipality.
5. Be responsible for program administration and oversight.
6. Provide high speed internet connectivity from its bases of operations
7. Identify a collection agency for accounts that successful responder has exhausted all efforts to collect.
8. Issue checks for refunds, overpayments, or payments received in error in accordance with the Wisconsin prompt payment law after an invoice is submitted by the successful responder approved by the contracting agency.
9. Consult with the successful responder to establish policies for activities for the following functions:
  - a. Medical diagnosis documentation
  - b. Rate establishment and modification processes
  - c. Payer contracting policies
  - d. Special situation adjustments and authority
  - e. Write-offs
  - f. Financial hardship documentation processes
  - g. Discounts
  - h. Payment plans
  - i. Unpaid accounts
  - j. Acceptance of credit card payments
  - k. Compliance activities
  - l. Medical record management
  - m. Quality improvement policies
  - n. Disclosure of protected health information
  - o. HIPAA Compliance Standards

## **RESPONDER PAYMENT METHOD AND SCHEDULE**

Payment of services rendered for the responder are to be a percentage of net collections less any refunds paid to patients and insurance companies of billed services as per the percentage quoted in the Fee Proposal Form (Attachment H).

The successful responder shall invoice the participating municipality within five (5) business days of the receipt of the month's completed PCRs from the respective municipality. The invoice must be accompanied by a collections report for the period for which the responder is seeking payment. Payment

will be made only for services performed within the previous complete month. Payment will be made in accordance with the Wisconsin prompt payment law after an invoice is submitted by the successful responder and approved by the contracting agency.

## **MANAGEMENT AUDIT AND REVIEW**

The successful responder shall agree to permit persons duly authorized by the respective municipality to inspect any records, papers, documents, facilities, goods, and services of the respondent, which are relevant to this contract, and interview any clients and employees of the successful responder, to assure the municipality of satisfactory performance of the terms and conditions of the contract as often as municipality deems necessary during the contract period established; and during the period of seven (7) years thereafter.

Following such evaluation, the municipality will deliver to the successful responder a written report of its findings and will include written recommendations with regard to the performance of the terms and conditions of the contract. Successful responder will correct all noted deficiencies identified by the municipality within the specified period of time set forth in the recommendations. Successful responder's failure to correct noted deficiencies may, at the sole and exclusive discretion of the municipality, result in any one or any combination of the following:

1. The successful responder being deemed in breach or default of the contract
2. The withholding of payments to the successful responder by the municipality
3. Termination of the contract for cause.

Annually, within 180 days after the end of the calendar year, the successful responder shall submit to the participating municipalities an audit covering all billings prepared by the responder from patient care reports received from the respective municipality and all revenue received and deposited for the municipality from such billings. This audit shall be prepared by a Certified Public Accountant at the expense of the successful responder.

## **RECORDS RETENTION**

The successful responder will keep and maintain adequate records of work, information, expenses, costs, invoices, and materials provided and performed pertaining to the participating municipality's ambulance transport billing. These records shall be maintained during the contract period and for a period of seven (7) years thereafter.

Upon completion or termination of the contract and at the request of the participating municipality, successful responders will provide the duplication and transfer of any said records or documents during the required retention period as specified above.

Upon termination of the contract, all records pertaining to participating municipalities' billings (daily deposit records) must be boxed according to the participating municipality's record retention policies and forwarded to the municipality's record center.

The successful responder will ensure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the participating municipality.

Persons duly authorized by the participating municipality and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of successful responder's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained. These aforementioned audit and record keeping requirements are to be included in all approved subcontracts and assignments.

All computer data/information concerning work performed under this proposal, including but not limited to patient information and balances due shall remain the property of the participating municipality at all times.

The successful responder must agree to surrender any and all information concerning work performed under this proposal (written and electronic format) at the termination of this contract by either party.

The successful responder will respond to open records requests and indemnify the participating municipalities for failure to comply.

## **PATIENT COMMUNICATIONS**

All written or verbal communication between the successful responder and the patient or legal guardian will be conducted in a professional and courteous manner.

The successful responder must provide a toll-free telephone number with voicemail for patients to be answered as designated by the respective municipality. A toll free fax number and an email address must also be provided. On Saturdays, Sundays, and holidays, the voicemail and email are to be checked once a day. Under no circumstances shall patients pay the cost of the calls.

The successful responder shall respond to requests from patients and payers within two (2) business days when additional information or documentation is requested to process a claim.

The successful responder shall be responsible for processing all returned mail that originates from its mailings. The mail must be opened and processed within five (5) working days.

All written requests for patient care records/reports by patients, legal guardians of patients, attorneys, law enforcement agencies, insurance companies, court subpoenas, notarized statements, physicians, or medical facilities will be handled as determined by the participating municipality following compliance with all State of Wisconsin and Federal protected health information laws. A HIPAA-compliant accounting of disclosure must be maintained and made accessible to the respective municipality privacy officer upon request. All such documentation is to be turned over to the respective municipality upon termination of the contract.

Verbal requests for ambulance transport records/reports may not be accepted.

The successful responder will advise all callers of the appropriate procedures (as established by the participating municipality's HIPAA Privacy Officer) to follow in obtaining Emergency Medical Service Patient Care Records.

## **EDUCATION, TRAINING AND IMPLEMENTATION**

The successful responder will be required to provide in-service training for the participating municipalities' and Milwaukee County EMS personnel on report writing to meet Medicare and other requirements. The in-service training will be held as the municipality deems necessary.

The successful responder will be responsible for providing the participating municipality any information update that is deemed pertinent to ambulance billing (i.e. Medicare and Medicaid billing charges).

The successful responder shall provide on-site training on agency set-up, data collection procedures and the use of any mechanisms or equipment provided. The successful responder shall provide training program for participating municipality use in orienting new employees and existing employees on schedule determined by the municipality. The successful responder shall provide annual continuing education module for use with field personnel on data collection. Continuing education may be accomplished either on-site or through a user-friendly web enabled distance learning system as specified by the participating municipality.

Responders shall provide a complete description of training for the number of employees as indicated in Attachment A, working various shifts, in the Technical Proposal that includes but is not limited to:

1. Initial training for using the mobile hardware and software system to assure user competency in data entry and transfer, basic trouble shooting, record retrieval and report generation.
2. Specific training for field personnel on patient documentation
3. On-going training, either on-site or through distance learning systems

## **SET-UP / TRANSITION PROCESS**

Responder is to submit a complete and detailed transition plan and timeline for transition from the current system, implementing the provisions of this contract, including the implementation of relevant hardware & software, data submission, training, and billing commencement.

Successful responder must remain on site with each contracting agency until the contracting agency and the successful responder mutually agree that the system is implemented and fully functioning to the satisfaction of both parties.

## **SYSTEM MAINTENANCE AND REPAIR**

Responder is to submit a complete and detailed plan to provide replacement equipment and software maintenance to ensure uninterrupted service no cost to the contracting agency.

## **ADDITIONAL REQUIREMENTS**

The successful responder must work with the City of Milwaukee Health Department (MHD) to resolve issues related to shared Tax ID numbers, whereby some of the Milwaukee Fire Department's payments are made to MHD and some of MHD payments are made to the Fire Department.

The responder shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the participating municipality.

## **QUALIFICATIONS OF RESPONDER**

The successful responder shall have experience in implementation, integration and maintenance of a data collection and records maintenance system in which permanent Patient Care Reports (PCR) are maintained electronically.

The successful responder shall have experience with, and complete and up-to-date knowledge of ambulance billing with Medicare, Medicaid, and all other commercial insurance providers regulations regarding electronic claims, paper claims, reviews, and hearings.

The successful responder shall have experience in providing patient accounts receivable system, services, and patient care report transmission and storage for ambulance transport and non-transport accounts services to entities of a similar size as Milwaukee County.

The successful responder shall be based in and conduct business from within the United States and shall have an established reputation of permanency and reliability in the field of medical transportation accounts receivable services.

## **INSURANCE REQUIREMENTS**

The successful responder must have the types and amounts of insurance protection as listed below:

### 1. Crime

Employee dishonesty per occurrence

Limit equal to the maximum amount of City funds the Contractor accumulates in its office or in an account in a depository

To include:

Expanded definition of property to include City/Municipal Court owned property

### 2. General Liability

Bodily Injury/Property  
Damage

per occurrence \$1,000,000  
general aggregate \$1,000,000

products/completed  
operations aggregate \$1,000,000

Personal Injury

aggregate \$1,000,000

To include:

**Commercial General Liability**

- Insurance Agreement
- Independent Contractors protection
- Personal Injury definition to address:
  - Libel
  - Slander
  - Harassment
  - Emotional distress
  - Mental anguish
  - False arrest, detention or imprisonment
  - Malicious prosecution
  - Wrongful entry, eviction or invasion of right of privacy
  - Discrimination
  - Contractual liability for risk assumed in this agreement

3. Automobile			
Bodily Injury/Property			
Damage	each accident		\$1,000,000

To include:

Liability for any owned, non-owned and hired vehicle

4. Umbrella			
Bodily Injury/Property			
Damage/Personal Injury	each occurrence		\$5,000,000
	aggregate		\$5,000,000

5. Workers' Compensation and Employers Liability			
Workers' Compensation			Statutory
Employers' Liability			
Bodily Injury by Accident	each accident		\$100,000
Bodily Injury by Disease	each employee		\$100,000
	policy limit		\$500,000
6. Professional Liability			
Wrongful Act	each claim		\$5,000,000
	aggregate		\$5,000,000

**LIVING WAGE**

Responders should note that the City of Milwaukee's Living Wage provision (Attachment C) applies to this request for proposal. This requires that all individuals who work on the contract that will be issued be paid a minimum of \$8.25 per hour. Responders must complete and submit with their proposal the

“affidavit of compliance-living wage provision” form. Please note that this information is material to the request for proposal. Failure to submit this information with your proposal will result in your proposal being rejected.

## **EMERGING BUSINESS ENTERPRISE PROGRAM PARTICIPATION**

The City of Milwaukee has an Emerging Business Enterprise Program for the purpose of increasing the level of Emerging Business Enterprise participation in City Contracts. An Emerging Business Enterprise is a small business concern that is owned, operated, and controlled by one or more individuals who are at an economic or social disadvantage, or are disadvantaged with respect to education, employment, residence or business location, or lack of business training. Firms that are City of Milwaukee certified Emerging Business Enterprises are encouraged to submit proposals.

The EBE requirement is not mandatory, but responders who utilize a City certified EBE business in a meaningful value-added way will receive up to 10 additional points. In order to qualify for EBE points, responders must detail in their proposal response what percentage of the contract will be subcontracted to the EBE vendor and what meaningful services the EBE subcontractor will perform.

- EBE Forms A and B (Attachment D) must be completed and returned with your proposal if you intend to utilize an EBE subcontractor. Failure to return these properly completed forms may result in disqualification for the additional points for EBE participation.

For information on the City of Milwaukee’s EBE Program, contact Christopher Martin at (414) 286-5552 or [cmarti@milwaukee.gov](mailto:cmarti@milwaukee.gov).

## **TERM OF CONTRACT**

This contract will be awarded to the successful responder for a five (5) year period beginning June 1, 2007 through June 1, 2012. Municipalities may enter into an agreement with the successful responder any time during the term of the contract however all contracts will expire conterminously. This contract may be extended for two additional one-year terms by individual participating agencies based on performance and mutual interest.

V.A.L.U.E. in Local Government and participating municipalities require that the responder have the billing service, extraction software, and related hardware in place and fully operational within 60 days following award of contract. Respondents must outline a phase in program. If you are unable to meet this deadline please state the reasons and explain your timeline for full implementation. Note: Being unable to meet the deadline may affect the scoring of your proposal and may lead to rejection.

## **TERMINATION BY AGREEMENT**

The agreement between the successful responder and the participating municipality may be terminated prior to the end of the specified term as follows:

1. Either the successful responder or the participating municipality may terminate the agreement at any time upon 90 days prior written notice to the other party.
2. Either the successful responder or the participating municipality may terminate the agreement upon 15 days prior written notice in the event that the other party materially breaches any term which breach is not cured within such notice period or the other party materially breaches one or more terms three or more times regardless of whether or when such breaches are subsequently cured.
3. Either the successful responder or the participating municipality may terminate the agreement immediately upon written notice in the event applicable health care or other laws either now or hereinafter in effect prohibits the transactions contemplated by the agreement.

Upon termination, the successful responder will be paid for all services rendered through the date of termination by the participating municipality

## PROPOSAL PROCEDURES AND INSTRUCTIONS

### Schedule of Events

EVENTS	DATE
Request for Proposal (RFP) issued and posted	March 12, 2007
Pre-Proposal meeting:  Wauwatosa City Hall, Committee Room 1 7725 W. North Ave Wauwatosa, WI 53213	March 16, 2007 9:00 am Central Time
Deadline for Proposal Questions	March 23, 2007 at close of business
Answers to Questions posted on V.A.L.U.E. in Local Government's web page	March 28, 2007
RFP Closing Date	April 5, 2007 3:00 pm Central Time
Follow-up Interviews (if needed) May include field trial of equipment	Week of April 16, 2007
Selection of successful responder	Within 45 days of closing date

Any questions, clarifications or requests for additional information regarding this RFP will be addressed at the pre-proposal meeting. Responders are directed not to contact any participating agencies directed but are strongly encouraged to attend the meeting to ensure their questions and concerns are considered. If responders have questions regarding the pre-proposal meeting, please contact James Bembenek at [jbembenek@wauwatosa.net](mailto:jbembenek@wauwatosa.net) (no phone calls please).

Any interpretations, corrections and clarifications of this RFP will be made by Addenda in the form of an email by the lead V.A.L.U.E. agency. Failure to request clarification or interpretation of this RFP will not relieve the successful responder of responsibility for compliance with contract documents. Signing of Agreement will be considered as implication that the successful responder has a thorough comprehension of the scope for this RFP.

## PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

### Technical Proposal

**Note: DO NOT INCLUDE ANY COSTS OF ANY KIND IN THIS SECTION.**

I. Technical Approach: Responders are required to describe the procedures and methods that will achieve the required outcome of the project. Include current practices and proposed activities that will accomplish the scope of services as requested in this RFP.

A. Describe all mobile hardware and accessories. Provide response to compliance with minimum requirements, as stated Scope of Services. Provide a detailed explanation for failure to comply with any minimum requirement.

Meets minimum requirements:

Yes    No

Each device will be provided with a vehicle mounted docking station sufficiently rugged to withstand the anticipated day-to-day vehicle environment with no interference with existing equipment.

Must be mounted in the passenger compartment of the vehicle.

Must not interfere with existing vehicle communications equipment.

Must not interfere with air bags or passive restraint systems.

Must provide simple slip-in slip-out mounting system to attach and hold equipment securely.

Must provide power from the vehicle to equipment while the equipment is in a docked position (direct from vehicle's electrical system)

When docked in vehicle, must operate from and charge off vehicle power without depleting vehicle battery.

Unit shall meet Military Standard (MIL-STD) 810F for drop-shock, moisture, dust and vibration resistance and temperature extremes as a minimum.

Provide multiple options for data input, such as through provision of personal data assistants to allow for flexibility in data input.

Be lightweight and easily held – not to exceed five pounds

- Include an internal battery and mobile charging system. Include a spare battery and mobile charging system.
- Include energy management
- Provide for printing a properly formatted hard copy of the Patient Care Report form in the field.
- Provide for reliable wireless connectivity. Explain methodology.
- Not contain any proprietary options.
- Include a minimum configuration of a Pentium IV processor with 512 MB RAM and a 40 GB HD. The operating system shall be the current version of Windows Tablet PC.
- Monitor screen should be readable in direct sunlight.
- Provide multiple docking solutions
- Include with the vehicle docking solution an interface to existing hardware.
- Provide complete specifications and description for devices.

B. Describe all mobile software. Provide response to compliance with minimum requirements, as stated in Scope of Services. Provide response to compliance with minimum requirements, as stated Scope of Services. Provide a detailed explanation for failure to comply with any minimum requirement.

Meets minimum requirements:

- | Yes                      | No                       |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | User defined data validation.  |
| <input type="checkbox"/> | <input type="checkbox"/> | Quick and accurate time and date stamping for recorded medical procedures and response events and synchronization with each participating municipality's time stamp. |
| <input type="checkbox"/> | <input type="checkbox"/> | Context sensitive, searchable on-line help.  |
| <input type="checkbox"/> | <input type="checkbox"/> | Ability to use hand-held unit as a mobile data terminal (MDT) and broadcast messages to field personnel.   |
| <input type="checkbox"/> | <input type="checkbox"/> | Field edits to ensure run form completeness and accuracy.  |
| <input type="checkbox"/> | <input type="checkbox"/> | Compliance with CMS (Center for Medicare and Medicaid Services) and HIPAA (Healthcare Insurance Portability and Accountability Act) regulations.                     |

- Recording of digitized patient and care provider signatures.
- Completion of all audit and reconciliation processes.
- Capability of rapid and secure data transfer to a central database.
- Capability of transferring defined data on scene among multiple providers and link as a single patient care report.
- Electronic capture of all information required to document patient refusal of medical assistance.
- Storage for documents, including department specific, Milwaukee County EMS defined, State defined and commercially available protocols and reference documents for 'real-time' review by field users.
- Provision of a centralized means of managing and updating all user-configurable pick lists and other modification to the field units' software.
- Provision to interface with a patient tracking system as determined by HRSA Region 7 and the UASI/MMRS workgroup.
- Provisions for expansion as new technologies develop.
- Identify the number of releases or versions the recommended software has been through.
- NEMSIS compliance, meeting the Gold level. NFIRS 5.0 compliant.

C. Provide a complete, detailed description of the following methods, including but not limited to:

1. Implementation of methods and mechanisms/technologies (electronic PCR) required for data collection in the field by participating municipalities' personnel.
2. The mechanisms for transmitting data to your firm.
3. The storage of the permanent patient medical records.
4. The security and disaster recover plans. Include specific and detailed information regarding plans to encrypt electronic data or otherwise secure the data during use in the field, and during transmission between field units and participating municipality or hospitals and third party players in compliance with the HIPAA privacy act requirements.
5. Comprehensively describe media and processes, hardware, mobile software, service and maintenance, and training in the Technical Proposal.

- D. Describe how billing and collection activities, including accounts receivable, will be managed. Describe your methods, policies, procedures, and time frame between actions, in accordance with activities as stated in the Scope of Services of this RFP.
- E. Describe any benefits associated with your system that will facilitate Quality Improvement or that will facilitate the Medical Director and QI staff's ability to utilize the data collected for QI and performance management purposes in a "web enabled" format.
- F. Describe how insurance claims shall be submitted to other major insurers of service's patients. Describe processes and methods used to collect all applicable co-insurance and deductibles from patients or secondary insurers.
- G. Describe in detail the monthly report(s) to be provided to participating municipalities in accordance with report and communication information, as stated in the Scope of Services, of this RFP.
- H. Sample reports are to be submitted with your proposal as listed below:
  - 1. Monthly Reports
    - a. Electronic Transmission Logs – list of electronic transmission dates and total of charges submitted to the insurance company. Indicate how this report was generated and create an additional report broken out by multiple transport units.
    - b. Management Review of Monthly Activity – summary of charges, receipts, adjustments and total accounts receivable as of the end of the month for the month. Indicate how this report was generated and create an additional report broken out by multiple transport units.
    - c. Accounts Receivable/Breakdown by Type of Insurance – the total account receivable divided up into type of insurance. Indicate how this report was generated and create an additional report broken out by multiple transport units.
  - 2. Quarterly Reports
    - a. Review with Graph Depicting Areas of Business – total transports revenue for the month of a defined area of business depicted in a pie graph with percentage of revenue by the defined area.
    - b. Accounts Receivable – balance of A/R aged by current, 30 days, 60 days and 120+ days. The report should sum to the total accounts receivable balance.
    - c. Accounts Receivable/Change from the Previous Month – reporting of the previous month accounts receivable balance compared to the current month balance.
  - 3. Annual Reports
    - a. Comparison of Revenue Generated – Current Year vs. Last Year depicted in a bar graph for visual comparison.
    - b. Cash Receipts Comparison – Current Year vs. Last Year depicted in a bar graph for visual comparison.
  - 4. Accounting Reports – including the following:

- a. Accounts Receivable Reconciliation – the total accounts receivable transactions by service year in a format that easily identifies the debit and credit changes. The report should include the beginning accounts receivable balance for the month, the total charges (debit), the total receipts (credits), and the total adjustments.
  - b. General Ledger Adjustment Detail – the report should include the total amount of adjustments by category (i.e., bad debt: \$150; Medicare Adjustment: \$300, etc.) This report should balance to the accounts receivable reconciliation report.
- 5. Any additional sample reports of weekly, monthly, account and collection agency reports that may be useful in the evaluation.
  
- I. Provide a copy of your HIPAA Privacy Plan and your Compliance Plan.
- J. Provide a copy of your OIG Billing Compliance Plan consistent with the intent and activities included in the U.S. Office of Inspector General (OIG) Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998).
- K. Describe your compliant resolution process. Include how information will be communicated to the participating municipality.
- L. Provide a complete description of training that includes, but is not limited to:
  - 1. Initial training for using the data collection system
  - 2. Specific training for field personnel on patient documentation
  - 3. On going training, either on-site or through distance learning systems that will be provided to participating municipalities' personnel.
- M. Provide a complete and detailed plan to provide replacement equipment and software maintenance to ensure uninterrupted service no cost to the contracting agency.
  
- II. Project Management: Describe how the project will be organized and managed.
  - A. Identify and describe your intended use and interaction with subcontractors or vendors.
  - B. Describe the resources necessary to accomplish the statement work for this project.
  - C. Provide satisfactory evidence that your firm has an established reputation of permanency and reliability in the field of medical transportation accounts receivable services.
  - D. Provide satisfactory evidence of your ability to provide the services described in this RFP.
  - E. Provide a detailed project description including milestones, tasks, dates and deliverables.
  - F. Provide detailed description(s) of your testing approach as regards to all aspects of the system. Acceptance procedures should also be included.

- G. Describe ability to obtain financial information from all Milwaukee County EMS receiving hospitals.
- III. Personnel: Identify the individuals who will be part of the project team. Include any outside personnel, such as subcontractors.
- A. Identify the key staff members that will be assigned to work on this contract. The individual staff member's qualifications and experience should be described.
  - B. OIG Excluded Individuals/Entities: Furnish evidence that each employee has not been excluded from federal healthcare programs.
- IV. Organizational Qualifications: Describe your experience in providing patient accounts receivable system, services, and patient care report transmission and storage for ambulance transport and non-transport accounts services to entities of a similar size as Milwaukee County.
- A. Describe your capabilities and other qualifications for this project.
  - B. Describe your business volume and clients.
  - C. Include a current financial statement.
  - D. Provide at least three (3) medical transportation clients who can verify your performance as a provider of patient accounts receivable system and service. Include a description of each organization, the name, address, point of contact, phone and fax number.
  - E. Include a description of:
    1. Legal form and ownership, including names of any subsidiaries or parent companies.
    2. Headquarters and other office addresses and phone numbers. Include information that your firm is based in and conducts business from within the United States.
    3. Size of organization including number of employees
    4. Names, titles and other reporting relationships of key employees
    5. A history of the organization including years of experience
  - F. List all contracts held with comparable EMS systems since 2004. Submitted information is to be based on 911 generated responses only and must include Advanced Life Support Transports and Non-Transports with medical assistance. All submitted information in the proposal must be verifiable within seven (7) working days from the due date of the RFP in writing to the reviewing committee.
    1. Provide agency name, contact person, address, and phone number.
    2. Provide demonstrated success in improving collection rates of 911 generated responses.
    3. Provide responses billed and collected within the past two fiscal years (January 1, 2005 to December 31, 2005 and January 1, 2006 to December 31, 2006). List separate data for each of the two years.

4. Total number of 911 based responses billed.
  5. Total number of Basic Life Support responses billed.
  6. Total number of Advanced Life Support responses billed.
  7. Total number of non-transport but treated responses billed.
  8. Total number billed to private insurance carriers.
  9. Total number billed to Medicare.
  10. Total number billed to Medicaid.
  11. Total number billed to clients with no known insurance carrier.
  12. Collection rates for Medicare, Medicaid, all other insurance carriers and self-insured as well as overall rate.
  13. List Medicare Sender Number and Medicaid Number.
  14. List the types of extraction and billing software to be used.
  15. Name and number contact person for contract cited
- G. The responder must disclose if any principals of the firm had previously been the principal of another company essentially providing the same service. If so, the name of the previous company and the principal involved must be provided.
- H. The responder must disclose if the firm had either terminated or been terminated prior to the end of a contract period. If termination occurred, describe the reason.
- I. The responder must disclose if the firm has ever been sued, or had a suit or claim filed against the firm with regard to a contract for the provision of billing services. If so, the name of the business/municipality, contact information, a description of the suit and a summary of the disposition must be provided.
- J. The responder must disclose if the firm has ever renegotiated the fiscal terms of a contract while the contract was still current and not pending expiration. If so, the name of the business/municipality, contact information and a description of the nature of the contract change sought must be provided.
- K. The responder must identify any partnerships, business arrangements or contracts with private ambulance services providers. Responder must provide a statement as to any potential conflict of interest.
- L. Responders must disclose information on any business relationships with any participating municipality. While such a relationship would not necessarily preclude a responder from providing patient accounts receivable system, services, and patient care report transmission and storage for ambulance transport and non-transport accounts, this information will be taken into consideration when a firm is selected. Therefore, responders must include the following information with their proposals:
1. The responder must disclose and describe any direct or indirect involvement in any participating municipality contract or project within the last three years.
  2. The responder must disclose any potential involvement in any participating municipality contracts or projects within the next two years.

- L. Responder must provide authorization to contact any business referenced in the RFP response in addition to the three references required.
- M. The responder must provide confirmation of the types and amounts of insurance protection as required by the contract.
- N. Responders may be required to submit an Affirmative Action statement. Please provide the name, address, and telephone number of a person to contact if such a statement is required.
- O. Responder may include any additional information useful for the evaluation of the responder's qualifications and experience.

V. Working Demonstration Unit Requirement:

Responders are required to submit working demonstration units for evaluation purposes to V.A.L.U.E. in Local Government. It is understood that all aspects of integration may not be available at time of proposal (CAD and Firehouse integration, etc.). The demonstration unit must be configured to generate a completed Patient Care Report as described in the Technical Proposal. Responders will be notified when the demonstration units will be available for pick up. Responders will be responsible for making arrangements to pick up their equipment.

- A. Each unit shall be labeled with RFP number, name of project, name of firm, contact person, address, phone number, fax number, and e-mail address. Name of firm on the label must be identical to name of responder.
  - 1. Demonstration units shall be identical to the system proposed in the Responder's Technical Response to the RFP.
  - 2. Include charging capabilities with hardware (if applicable).
  - 3. Include simple start up instructions to power up unit and launch Patient Care Report software.
  - 4. DO NOT INCLUDE any sales information with the hardware.

## Instructions to Responders

The Responder's name and address must be clearly marked on all copies of the Proposal and the Fee Proposal Form (Attachment H), and a distinct reference to the RFP must be clearly marked on the container/envelope containing the Proposal submission as illustrated below:

Contract Number: 07-EBS

PATIENT DATA COLLECTION AND ELECTRONIC BILLING SERVICES AS DETAILED UNDER STATEMENT OF WORK IN REQUEST FOR PROPOSAL DATED MARCH 12, 2007

Closing Date: April 5, 2007, 3:00 PM CDT

Responders Name:

The RFP can be downloaded from the V.A.L.U.E. in Local Government's web page at:

[www.value4gov.org](http://www.value4gov.org)  
Click on Pending Bids  
Scroll to RFP 07EBS

**Jurisdiction, Venue, Choice of Law:** This RFP and any resulting contract shall be governed by and construed according to the laws of the State of Wisconsin.

**Negotiations:** V.A.L.U.E. in Local Government may at its sole option, open negotiations with the highest ranked responders after the proposal closing date and prior to award.

**Follow-up Interviews:** V.A.L.U.E. in Local Government may conduct discussions with the highest ranked responder(s) who submitted a proposal. Responders must be available for interviews/presentations at facilities in Milwaukee County on specified dates.

### Confidential Matters:

- **Participating Municipalities' Data:** the responder and its agents shall treat all data and information as confidential pertaining to this RFP. The responder and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from V.A.L.U.E. in Local Government.
- **Vendor Data:** If any information submitted in the Proposal is confidential or proprietary, the responder must complete and include the Designation of Confidential and Proprietary Information Document with their proposal.

**Assignment:** The responder may not reassign any contract award made as a result of this RFP without prior written consent from the participating municipality.

**Rejection:** V.A.L.U.E. in Local Government reserves the right to reject any and all Proposals, to waive any informality in the Proposals that are received, to accept or reject any or all items in the Proposal, and

to award a contract in whole or in part. Moreover, V.A.L.U.E. in Local Government reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interests of the participating municipalities.

V.A.L.U.E. in Local Government requests submissions with the proposal regarding aspects of the system, as stated in this scope of services and in the RFP. Failure to provide requested information may result in a non-responsive proposal.

**Expenses of Preparing Responses to this RFP:** V.A.L.U.E. in Local Government accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

**Responders are required to submit 10 copies (one clearly marked original and nine copies) of the proposal document.**

## **CRITERIA FOR AWARD**

### **Evaluation and Award Process**

- Award shall be made to the responder whose proposal (1) complies with all mandatory specifications and requirements of the proposal and (2) is the best proposal, considering price, knowledge and experience, responsiveness and responsibility of the responder, and (3) meets all other evaluation criteria specified in the proposal.
  - Selection Committee - Competing proposals submitted in response to the RFP shall be evaluated by an evaluation committee appointed by the V.A.L.U.E. in Local Government.
  - Upon review of the written proposals, the V.A.L.U.E. in Local Government reserves the right to require interviews with the principals from any entity submitting a response to this RFP and/or a visit to the entity's site(s) to determine the adequacy of the entity in providing all components of billing and accounts receivable services. Entity interviews and site visits shall be considered part of the evaluation process if utilized. No revisions to submitted proposals will be allowed other than those requested by V.A.L.U.E. in Local Government for final terms through the selection process. When evaluating a proposal, V.A.L.U.E. in Local Government reserves the right to consider relevant information and fact, whether gained from a proposal, from a responder, from responder's references, or from any other source.
  - Upon completion of evaluation and scoring of competing proposals, the committee will make a recommendation to V.A.L.U.E. in Local Government as to the selection of the best proposal.
1. The "Notice of Intent to Award" will be faxed to the name and FAX number specified in the cover letter of the proposal. The "Notice of Intent to Award: will be faxed no later than May 30, 2007. If the Notice is not received by this date, it is the responsibility of the responder to promptly notify the RFP Administrator.

**Evaluation and Award Criteria**

The committee will evaluate the respondent proposals on the following weighted criteria. Each criterion has been assigned points based on its importance to the participating municipalities. Maximum possible points are 100. Committee member’s points will be averaged for a final ranking.

Criteria	Maximum Points
Ability to meet the contracting agency’s needs	25
Demonstrated efficiencies and improvements in data and revenue collection	25
Experience and background <ul style="list-style-type: none"> <li>• Company</li> <li>• Staff</li> </ul>	25
Use of a City of Milwaukee certified Emerging Business Enterprise (EBE) in a meaningful value-added way	10
Fee	15
<b>TOTAL POINTS</b>	<b>100</b>

**FEE PROPOSAL**

The fee proposal must be submitted in a separate, sealed envelope with the responder’s name, the request for proposals number, and title of the request for proposals clearly identified on the outside of the envelope.

***DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS FEE PROPOSAL.***

Responders are required to state their fee as a FIXED PERCENTAGE of total revenue collected in the Fee Proposal Form (Attachment H).

Responders shall state the fee to the participating municipalities in terms of a fixed percentage of net collections, net of refunds, adjustments for bad checks or other corrections.

1. Service and Maintenance shall include, but not be limited to, upgrades, updates, and new releases of software and hardware. The successful responder is to outline the process for upgrade and associated costs.
2. The participating municipality reserves the right to modify its current response fleet and configuration when necessary. Include a descriptive plan, including cost, if any, based on a percentage of net collections for each modification. Attach additional pages, if necessary.

3. Responder shall also describe any adjustments to fees and additional costs for agencies who may chose to participate in this agreement after a one year period following initial commencement of this contract.

Note: Points for fees will be assigned based only on the fee percentage quoted, not on any additional costs that may occur based on section 1-3 above.

## **TERMS AND CONDITION OF PROPOSAL**

1. Rejection of Proposals  
V.A.L.U.E. in Local Government and the Lead Jurisdiction reserve the right to reject any and all proposals where deemed appropriate.
2. Offer and Acceptance  
The proper submission of this form by the responder will be considered as the responder's offer to enter into a contract in accordance with the provisions set forth. All proposals shall be binding for sixty (60) calendar days from the date of opening unless otherwise specified. If your proposal is accepted and a contract issued, then this proposal will constitute the entire contract between each Jurisdiction and your firm, and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement, regarding the subject matter of this proposal, shall be deemed to exist or bind any of the parties hereto. Acceptance will take place only upon award by each Jurisdiction, execution of this document and/or purchase order by the proper officials and delivery of the fully executed contract and/or purchase order to the successful responder. Acceptance may be revoked at any time prior to delivery of the fully executed contract and/or purchase order to the successful responder.
3. Assignment or Subcontract  
The contract and/or purchase order may not be assigned by the successful responder without the written consent of the affected Jurisdiction. All subcontractors must be approved by the affected Jurisdiction in writing.
4. Determination of Award  
V.A.L.U.E. in Local Government will be solely responsible for final determination in making recommendation to each Jurisdiction as to the low responsive and responsible responder.
5. Award of Contract  
Each Jurisdiction is responsible in accordance with their individual award procedures, to award a contract to the successful responder and shall also be responsible for expediting its own purchase orders, receiving and inspecting goods, verifying invoices and making payments. No shipments shall be made under this proposal until a purchase order and/or contract has been received unless otherwise agreed to by the Jurisdiction.
6. No jurisdiction shall be held liable for the actions of another jurisdiction.
7. Changes in Specifications Not Permitted  
Do not change any of the terms of the proposal or specifications. Such changes shall constitute a counter offer. Any proposals received with such changes may be rejected.

8. Delays in Delivery  
Delays in delivery caused by bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delay deemed by V.A.L.U.E. in Local Government to be clearly and unequivocally beyond the responder's control, shall be recognized by V.A.L.U.E. in Local Government. The vendor may be relieved of meeting delivery time specified, if vendor files with the Lead Jurisdiction a request for extension of time no later than seven (7) calendar days prior to the actual delivery date, signed by a responsible official, giving in detail the essential circumstances which, upon verification by V.A.L.U.E. in Local Government, justifies such extension.
9. Patents  
This order is given upon the condition that V.A.L.U.E. in Local Government Participating Agencies are protected by the vendor against all liability, loss or expenses by reasons of any patent or trademark litigation now existing or hereafter instituted, arising out of any alleged infringement of patent or trademark on merchandise hereby ordered, or any part thereof.
10. Non-Discrimination  
The responder, lessee, responder, supplier, purchaser, etc. agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which shall include, but not be limited to: recruitment advertising; employment; upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for V.A.L.U.E. in Local Government to terminate the contract, lease, order, etc.
11. Delivery Terms  
Proposals shall include delivery to the specified delivery point(s), all transportation charges prepaid and borne by the vendor.
12. Taxes  
V.A.L.U.E. in Local Government member agencies are exempt from Federal Excise Tax and Wisconsin State Sales Tax. Proposals should be submitted without such taxes.
13. Code of Ethics  
No person may offer to give to any officer or participant in V.A.L.U. E. in Local Government or his/her immediate family, and no officer or participant in V.A.L.U.E. in Local Government or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officers or participants' vote, official action or judgement would be influenced thereby.
14. Equipment  
All equipment shall be tried, proven and in current use and production, unless otherwise specified.
15. Funding  
All purchases are contingent upon funds being appropriated by the proper officials of the Jurisdiction.

16. Contract Extension  
V.A.L.U.E. in Local Government, upon agreement with the Responder and acting in the best interest of the Jurisdiction, reserves the right to recommend to the Jurisdictions that the contract be extended for two 1-year terms.
17. Safety Requirements  
All material, equipment and supplies provided shall comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety and all applicable OSHA and DILHR standards.
19. Substitutions and Equivalents  
Substitutions of equivalents of specified items may be permitted at the sole discretion of the Jurisdiction.
20. Responder shall not contract with any other municipality in the State of Wisconsin for similar services for a lesser percentage of fees collected than offered under this agreement, unless offered to participants in this contract.
21. Indemnity  
Responder(s) shall indemnify, keep and save harmless each Jurisdiction, its agents, officials and employees, against all injuries, death, loss, damage, patent claims, suits, liabilities, judgements, costs and expenses which may otherwise accrue against the Jurisdiction in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or omission of the responder or his employees, of the subcontractor or his employees, if any, and the responder shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against the jurisdiction in any such action, the responder shall at his own expense, satisfy and discharge the same. Responder expressly understands and agrees that any performance bond or issuance protection required by this contract, or otherwise provided by the responder, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Jurisdiction as herein provided.
22. Disputes  
For any disputes, the laws of the State of Wisconsin apply.
23. Waiver  
One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.
24. Payment for Contract Performance  
Upon complete performance of the contract by the responder, and after the acceptance of said performance by the Jurisdiction, the Jurisdiction shall pay the responder any balance then remaining due and payable under the terms of this contract for said work, material, services, items, supplies or equipment, within thirty days after receipt of a properly documented invoice.