

## **Solicitation 12176-795**

# **EMS Ambulance Billing & Electronic Patient Care Reporting**

**Bid Designation: Public**



**City of Fort Lauderdale**

## Bid 12176-795

### EMS Ambulance Billing & Electronic Patient Care Reporting

Bid Number 12176-795  
 Bid Title EMS Ambulance Billing & Electronic Patient Care Reporting

Bid Start Date Sep 17, 2018 11:31:11 AM EDT  
 Bid End Date Oct 18, 2018 2:00:00 PM EDT  
 Question &  
 Answer End Date Oct 5, 2018 5:00:00 PM EDT  
 Date

Bid Contact Adam Makarevich  
 Procurement Specialist II  
 Procurement  
 954-828-5073  
 amakarevich@fortlauderdale.gov

#### Addendum # 1

Previous End Date	Oct 9, 2018 2:00:00 PM EDT	New End Date	Oct 18, 2018 2:00:00 PM EDT
Previous Q & A End Date	Sep 27, 2018 7:00:00 AM EDT	New Q & A End Date	Oct 5, 2018 5:00:00 PM EDT

#### Changes were made to the following items:

EMS Ambulance Billing & Electronic Patient Care Reporting

#### Description

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide emergency medical services (EMS) ambulance billing and electronic patient care reporting services (EPCR) for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

#### Added on Oct 3, 2018:

Bid End Date has been extended to 2PM of October 18th, 2018. To allow for extra time to review Q&A responses.  
 All other Specifications, Term and Conditions remain unchanged.

#### Addendum # 1

City of Fort Lauderdale  
Emergency Medical Services (EMS) Ambulance Billing & Electronic Patient Care Reporting  
Services (ePCR)  
RFP # 12176-795

**SECTION I – INTRODUCTION AND INFORMATION****1.1 Purpose**

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide emergency medical services (EMS) ambulance billing and electronic patient care reporting services (EPCR) for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

**1.2 Submission Deadline**

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

**1.3 Pre-proposal Conference and Site Visit**

There will not be a pre-bid conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

**1.4 BidSync**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

**1.5 Point of Contact**

For information concerning procedures for responding to this solicitation, contact Procurement Specialist II, Adam Makarevich at (954) 828-5073 or email at [Amakarevich@fortlauderdale.gov](mailto:Amakarevich@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

(See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

*END OF SECTION*

## SECTION II - SPECIAL TERMS AND CONDITIONS

### 2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/15) are included and made a part of this RFP.

### 2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### 2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

### 2.4 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

### 2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

### 2.6 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement

cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

## **2.7 Related Expenses/Travel Expenses**

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

## **2.8 Payment Method**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

## **2.9 Mistakes**

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

## **2.10 Acceptance of Proposals / Minor Irregularities**

**2.10.1** The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

**2.10.2** The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

## **2.11 Modification of Services**

**2.11.1** While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

**2.11.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.11.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

**2.11.4** If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

**2.12 No Exclusive Contract**

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

**2.13 Sample Contract Agreement**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

**2.14 Responsiveness**

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

**2.15 Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

**2.16 Minimum Qualifications**

Proposers shall be in the business of EMS billing and patient care reporting services and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with

large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

**2.16.1** Proposer or principals shall have at least three (3) years of EMS billing and patient care reporting experience.

**2.16.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**2.16.3** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.16.4** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

**2.16.5** Proposer and those performing the work must be appropriately licensed and registered in the State of Florida.

## **2.17 Lobbying Activities**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

## **2.18 Local Business Preference**

**2.18.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

**2.18.2** Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a.** Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and



- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.18.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

**2.18.4** The complete local business preference ordinance may be found on the City's web site at the following link: <http://fortlauderdale.gov/home/showdocument?id=6422>

#### **2.18.5 Definitions**

The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

#### **2.19 Protest Procedure**

**2.19.1** Any Proposer or Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link:  
<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

**2.19.2** The complete protest ordinance may be found on the city's web site at the following link:  
[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=CO\\_OR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR)

#### **2.20 Public Entity Crimes**

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted

vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

## **2.21 Subcontractors**

**2.21.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

**2.21.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

**2.21.3** Contractor shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

## **2.22 Proposal Security – N/A**

## **2.23 Payment and Performance Bond – N/A**

## **2.24 Insurance Requirements**

**2.24.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance

policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

**2.24.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

**2.24.3** The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

**Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

**Cyber Liability**

Coverage must be afforded in an amount not less than \$5,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

**Fidelity/Dishonesty and/or Commercial Crime**

Coverage must be afforded in an amount not less than \$1,000,000 per loss for dishonest acts of the Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

**Errors and Omissions**

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

**2.24.4 Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.

- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

- 2.24.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.24.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.24.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.24.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.24.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.24.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.24.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**2.25 Award of Contract**

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

**2.26 Unauthorized Work**

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

**2.27 Damage to Public or Private Property**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

**2.28 Safety**

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

**2.29 Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

**2.29.1** The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**2.29.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**2.29.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**2.29.4** The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City

may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**2.30 Canadian Companies**

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

**2.31 News Releases/Publicity**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

**2.32 Manufacturer/Brand/Model Specific Request – N/A**

**2.33 Contract Period**

The initial contract term shall commence upon date of award by the City or December 1, 2018, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2), additional two (2) years terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**2.34 Cost Adjustments**

Prices quoted shall be firm for the initial contract term of three years. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly

documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

### **2.35 Service Test Period**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

### **2.36 Contract Coordinator**

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

### **2.37 Contractor Performance Reviews and Ratings**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

### **2.38 Substitution of Personnel**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he



shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

**2.39 Ownership of Work**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

**2.40 Condition of Trade-In Equipment – N/A**

**2.41 Conditions of Trade-In Shipment and Purchase Payment – N/A**

**2.42 Verification of Employment Status – N/A**

**2.43 Service Organization Controls**

The Contractor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

**2.44 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**2.45 PCI (Payment Card Industry) Compliance**

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information. Data that is classified as highly sensitive and/or personal information must **remain within the borders of United States and U.S Territories.**

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract

**See PCI Compliance Long Form in Appendix B – Data Security and Privacy**

*END OF SECTION*

## SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 3.1 Overview

It is the intent of the City of Fort Lauderdale to establish a contract with an established billing and patient care reporting services provider for the purpose of collecting fees from emergency medical services (EMS) patients transported via ambulance to health facilities by the City's Fire-Rescue Service. The successful Contractor shall cover all points of a contract from the reporting by the City of the service real time in the field to the satisfaction of the receivable, including placement with the designated City Collection Agency after the Contractor's collection efforts have failed. Requirements include the acquisition, placement, support, maintenance and connectivity of rugged mobile computer laptop devices in fire rescue vehicle as well as desktop client software at all Fort Lauderdale Fire Rescue (FLFR) Fire Stations to capture, generate and modify patient care reports, gather and archive patient care data, gather and report performance statistics, generate and process insurance billing and payments, collect and remit funds to the City.

### 3.2 Background

The City of Fort Lauderdale, Florida via the Fire-Rescue Department has been providing Basic (BLS) and Advanced Life Support (ALS) ambulance services to the citizens and visitors of Fort Lauderdale since 1996. On October 1, 1999, the City began independently providing all ALS/BLS patient transportation and billing services, thereby replacing the partnership agreement with Broward County. In order to provide for these services, the City did the following:

- 1) Established a Fire-Rescue Special Assessment on properties benefiting from these services.
- 2) Directly billed recipients of its ALS/BLS transportation services.

At this time, final rates have been formally adopted to charge \$950.00 for Basic Life Support (BLS) transport, \$950.00 for Advanced Life Support 1 (ALS1) transport and \$1,000.00 for Advanced Life Support2 (ALS2) transport, \$30.30 for oxygen and \$13.00 per mile traveled to the emergency room. Interfacility and routine transfer rates are subject to change based on the average of the fee charged for each service by all providers of such services in Broward County, Florida, as of October 1 of each year, or such other amount established by contract between the City of Fort Lauderdale and a facility licensed by the State of Florida. Although there are no additional fees currently being proposed for related services (newly advanced treatments, medicines, etc), in the future, at the City's option, there may be additional fire rescue vehicles added due to annexation(s) and/or the vendor may charge a service fee for Motor Vehicle Accidents (MVA), based on a fee structure(s) determined by the City. Contractor should be able to accommodate these potential changes. These represent potential new programs but should not be considered in the cost structure (fee) provided in this RFP.

Historical billed transports by the City are detailed below:

<u>Year</u>	<u>Number of billed transports (*)</u>
2015	28,381
2016	27,426
2017	26,375

\*Although the number of patient transports in prior years is considered to be accurate, there is no warranty or guarantee that future service requirements will remain constant.

**Current Mix of ALS1, ALS2 and BLS transports:**

<b>*ALS1 = 62.8%</b>	<b>*ALS2 = 1.19%</b>	<b>*BLS = 36.01%</b>
Year	Number of billed Interfacility transports	
2015	623	
2016	403	
2017	162	

\*Although the current percent of patient transport mix stated above is considered to be accurate, there is no warranty or guarantee that future service requirements will remain constant.

### 3.3 Preferred Qualifications/Capabilities

- A. Contractor should show experience and knowledge of EMS billing for a minimum of two agencies. These agencies must have approximately 20,000 billed transports a year.
- B. Contractor should show experience and knowledge of Florida Medicare and Medicaid billing with two Florida agencies.
- C. Contractor should have successfully installed, integrated, tested and had acceptance of the proposed Electronic Patient Care Report EPCR system for Florida agencies.
- D. Contractor shall meet or exceed and remain National Emergency Medical Services Information System (NEMSIS) database compliant and shall be certified and remain compliant with the Florida Emergency Medical Services Tracking and Reporting System (EMSTARS) for the term of the contract. Contractor shall provide documentation that they have met the above criteria for twelve (12) consecutive months prior to submission of proposal/bid documents. If contractor becomes non-compliant with the newest version of NEMSIS and/or EMSTARS, FLFR may terminate contract.

- E. Contractor must provide a copy of a recent SAS 70 type I or type II independent service auditor's report on the controls placed in its operations and data centers as well as a copy of its disaster and recovery policies and procedures.
- F. Contractor should provide sufficient staffing to ensure the smooth and efficient operation of Emergency Medical Transport Reporting, Billing and Collection Services.
- G. The Contractors computer help desk support should be available seven days a week 24 hours a day with the ability to provide technical assistance, trouble shooting, and correcting issues that may arise with the computer laptop systems hardware, software and connectivity and provide application support to users entering EPCR reports and accessing the quality control application from desktop clients.
- H. It is preferred that the contractor have a local office within Broward County, FL., Palm Beach County, FL., or Miami Dade County, FL.. The local office should have staff capable of meeting with City staff on an "as needed" basis.
- I. Preferred experience with the Florida Agency for Health Care Administration (AHCA) in the supplemental payment programs relating to Certified Public Expenditure (CPE) for both Medicaid and managed care cost reimbursements.

### 3.4 Scope of Work

Contractor shall set up, maintain and provide all aspects of the Emergency Medical Transport reporting billing and collection Services for FLFR.

The successful contractor under this contract will provide all services necessary to report, bill and collect for services provided by the City's Fire-Rescue Department's EMS Delivery System. These services shall include but not necessarily be limited to:

- A. Provide seventeen (17) primary and five (5) spare (total of 22) rugged mobile pen tablet based computer laptops with wireless connectivity capable of generating the following:
  - 1. A comprehensive electronic patient care report that captures necessary patient care information and computer aided dispatch data required to fulfill the requirements of, FLFR, the receiving hospitals, insurance, Medicare, and Medicaid billing as well as capture the required data necessary to fulfill the State of Florida comprehensive EMS aggregate report requirements.
  - 2. Access via the Internet a website that houses the FLFR's patient care procedures and protocols.
  - 3. Connectivity via bluetooth to Physio Controls' defibrillators or any other defibrillators that FLFR may use.
  - 4. Wireless Connectivity to Physio Controls' LifeNet gateway for processing of 12 lead S.T.E.M.I (ST-Segment Elevation Myocardial Infarction) transmissions to the hospitals receiving stations.

5. Wireless connectivity between EPCR report writing laptop computers, contractor's servers, Physio Controls' LifeNet Internet gateway and FLFR patient care protocols.
- B. Perform the invoicing, collection, and generation of any and all insurance forms and filings, record maintenance and preparation of standard and/or custom reports, as requested or required by FLFR.
- C. Prepare quarterly State of Florida aggregate EMS reports.
- D. Grant desktop computers and thin client devices at all FLFR Fire Stations access to patient care reports for statistical reporting and quality control processing.
- E. Perform onsite training at FLFR for FLFR personnel on an as needed basis on desktop and laptop EPCR and quality control applications.
- F. Maintain all seventeen (17) and five (5) spare rugged laptop computer in working condition. The definition of working condition shall mean that the laptop hardware and all five software components itemized in section A need to be functioning properly. The contractor agrees to replace or correct any malfunctioning hardware or software within twenty-four hours of FLFR's written notification of failure or breakage.
- G. Contractor shall limit the use, release, and distribution of confidential patient records, billing and/or collections record(s), and any such information that may be utilized in any public or private legal action(s), business dispute(s), or competitive bidding processes. The contractor shall be solely responsible for the distribution and misuse of the same. All records that are to be included are all records of medical care and/or medical treatment of patient(s), billing and/or collections record(s), or any such information that may be utilized in any public or private legal action(s), business dispute(s), or competitive bidding processes. Only records that are required for disputes regarding billing services with FLFR, and those utilized solely for the purpose of providing patient care information to FLFR and/or the receiving hospital(s), and the processing or collection of financial claims may be utilized for use, release, or distribution.
- H. Contractor must be able to provide a process for requesting Interfacility and/or Routine transfers online with all required FLFR paperwork completed when the request is submitted at no cost to the City.
- I. Establish a two-way communication system with hospitals with the ability to electronically transfer (e-Transfer) all EPCRs from the tablet to the hospital. Also, the ability to receive information back from the hospitals.

### **3.5 Technical Specifications**

#### **3.5.1 COMPUTER / HARDWARE / SOFTWARE/ REPORT WRITING AND COMPUTER AIDED DISPATCH REQUIREMENTS**

- A. Supply and maintain seventeen(17) rugged mobile computer laptops and five (5) spares for the purpose of capturing real time patient care and computer aided dispatch data for

the formulation of a comprehensive patient care report and for reporting purposes. Systems shall be configured as follows:

1. Current technical specifications shall meet or exceed Win10 Pro, Intel Core m5-6Y57 1.10GHz, vPro, 10.1" WUXGA 10-pt Gloved Multi Touch+Digitizer, 8GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:WWAN), 2D Bar Laser (N6603), 4G LTE Multi Carrier (EM7355), Webcam, 8MP Cam, Bridge Battery, Emissive Backlit Keyboard. Contractor should provide most current software available during the term of this agreement. Panasonic Toughbook preferred but may use the most current version of a Panasonic Toughbook or toughpad with removable screen.
  2. The City may request an upgrade of hardware at year four of the contract.
  3. Pen tablet based electronic patient care reporting software configured to FLFR's specifications. Information to be retrieved and managed by the software includes, but is not limited to examples set forth in Appendix A.
  4. Internet Explorer or equivalent with connectivity to FLFR procedures and protocols site [www.jointemsprotocols.com](http://www.jointemsprotocols.com) and any other websites requested by FLFR with the ability to access and submit documents online from the tablet.
  5. Connectivity via blue tooth to EPCR client software, Physio Control's LifePak 15 and defibrillators patient vital signs, etc.
  6. It is preferred that the tablet have the ability to attach picture to EPCR.
- B. Contractor shall provide a stock of digitizer stylus/pens on a regular basis at no cost to the City.
- C. Lifenet PC Gateway version 4.0 or 5.0 or current version for processing and transmission of 12 lead S.T.E.M.I. reports from FLFR (currently using Physio Control Lifepack 15) defibrillators to hospital receiving station computers. Prepare and process quarterly FLFR's State of Florida EMS pre-hospital data collection report, in a format designated by EMS Tracking and Reporting System (EMSTARS).
- D. Process EPCR computer aided dispatch data generated from the current Broward Regional Premier One CAD by Motorola Solutions computer system using the current interface. In the event of an upgrade or change in the current CAD, Contractor shall continue to provide an interface to the EPCR for the length of this agreement.
- E. It is preferred that the software have the ability to tile or "split screen" while entering data on an EPCR while simultaneously reviewing protocols, websites, etc.,
- F. It is preferred that the Contractor provide capabilities to change, modify, or adapt fields in underlying software.
- G. It is preferred that the Contractor provide the ability to add a field to document law enforcement case numbers on all motor vehicle accidents/incidents.

- H. It is preferred that the software be accessible via an internet browser and not require a local install of client software.
- I. It is preferred that the software be able to run on an iPad.
- J. Software must have available a National Fire Incident Reporting System (NFIRS) module for purchase.
- K. Software must be capable of exporting to StatsFD the apparatus and incident (NIMS) data for statistical analysis.
- L. It is preferred that the software have an interface with a fire-reporting-system that will allow crews to complete a National Fire Incident Reporting System (NFIRS) report for EMS/Assist type calls from the EPCR.
- M. It is preferred the Contractor is capable of providing diagnosis, disposition, demographics, and billing information back to FLFR through a Health Data Exchange (HDE) with hospitals.
- N. It is preferred the contractor have the ability to look-up/download patient history using SSN (Social Security Number), DL (Driver's License), or patient name for EPCR.
- O. Must have the ability to add and remove signature documents and fillable forms to the software for inclusion in the EPCR.

### **3.5.2 INVOICING / BILLING / COLLECTIONS REQUIREMENTS**

- A. Contractor shall be responsible for the invoicing, collection, and generation of any and all insurance forms and filings, record maintenance and preparation of standard and/or custom reports, as requested or required by Fort Lauderdale Fire Rescue.
- B. The invoices for services rendered shall contain the following information:
  - 1. Account number.
  - 2. Invoice number.
  - 3. Invoice date.
  - 4. Name of Patient.
  - 5. Name of responsible person if different from patient.
  - 6. Complete address.
  - 7. Date of transport.
  - 8. Cost of transport including cost breakdown (mileage & oxygen).
  - 9. Incident number.
  - 10. Transport mileage from and to.
  - 11. Insurance coverage and instructions (if applicable).
  - 12. Billing inquiry telephone number - `800' phone number if not local for satisfaction of the receivable.
  - 13. Scanline in OCR `A' format containing Contractor's account number, amount of bill and other reference data necessary for contractor to promptly post collections to the proper patient accounts.

- C. The Contractor must be able to mail bills/invoice forms to patients within five (5) business days of receipt of the patient information. This is to include return envelope and address specified by the City of Fort Lauderdale.
- D. The Contractor shall be responsible for sending follow up bills at thirty-day intervals until the account is turned over for collection to the City's designated collection agency, in accordance with the above schedule.
- E. Mail proper insurance forms or electronically process to third party payer as required or requested by the patient. (This is to include envelope and address specified by the City of Fort Lauderdale.
- F. Post all payments as received directly or electronically within one (1) business day.
- G. Agrees to make every effort to locate and correct any incorrect billing address for billable patients.
- H. Agrees to include in the invoice mailing a citizen satisfaction survey and a return, self-addressed and postage paid envelope that will be provided by the City of Fort Lauderdale. Said survey is expected to be no more than one page in length and of a size not to exceed 8 1/2 x 11 inches.
- I. Contractor will check hospital information twice per self-pay account (if necessary) to obtain/verify patient insurance and contact information.
- J. Conduct any follow-up required to obtain the necessary insurance information to process invoices for payment. Record of telephone calls and contact shall be maintained and any payment on an account shall be recorded per account.
- K. Accept the hard copy or electronic information pertaining to patients' pay or billing documentation from Fort Lauderdale Fire Rescue for all patients transported by Fort Lauderdale Fire Rescue.
- L. Patient invoices: All invoices and reporting systems shall be automated.
- M. Contractor shall be responsible for all usual and customary costs incurred as a result of billing and collecting accounts, such as software, equipment and the installation of data and phone lines.
- N. Contractor shall maintain and update all billings for ambulance services (accounts) to include update of address and telephone numbers obtained through billing and collection efforts. Report shall be provided as necessary.
- O. In the event Contractor received payment for services which are later disallowed (such as bad checks paid directly to FLFR, or adjustments) by FLFR, FLFR may offset the amount disallowed from any payment due Contractor.
- P. Contractor shall not add a charge of any kind to a billed account.



- Q. To the extent necessary to fulfill its billing and collection efforts under this Agreement, Contractor is granted limited authority to sign in an administrative capacity on behalf of FLFR the following types of standard forms and correspondence: probate claim filings; letters to patients and their representatives verifying that an account is paid in full; form verifying FLFR tax exempt status; and insurance filings and related forms. Contractor has no authority to sign any document on behalf of FLFR, which imposes liability on FLFR.
- R. Contractor shall be responsible for attempting to collect on any unpaid account up until the time the account is eligible to be sent to the City's designated collection agency.
- S. All written billing and collection correspondence must be approved by FLFR Contract Administrator or designee. All payments and correspondence shall be directed to the mailing address designated by FLFR.
- T. The Contractor agrees to negotiate and arrange modified payment schedules for those individuals unable to pay the full amount when billed when authorized by the City or FLFR
- U. The Contractor agrees to refund patient or insurance company refunds within 45 business days of receipt and agrees to all applicable Florida Statutes.
- V. The Contractor must provide the City of Fort Lauderdale with a refund request including all pertinent information relating to refund payments to patients and/or insurance company. (Contractor to describe procedure in their proposal submittal).
- W. Contractor will process all third party reimbursements within one (1) week after receipt of appropriate billing information from primary payer.
- X. Contractor shall not settle any accounts for less than the amount indicated by Fort Lauderdale Fire Rescue without the prior written approval of the Fort Lauderdale Fire Rescue designee.
- Y. Contractor shall provide copies of remittance advice as required by FLFR.
- Z. Contractor shall post all payments received directly or electronically within one (1) business day and process refund requests with the month following an overpayment.
- AA. Contractor shall maintain proper insurance forms used by third party payers as required or requested by the patient in either the manual or electronic method. Either way, the contractor shall include information on where to send payments to FLFR.
- BB. Contractor shall expeditiously begin the billing and collection process for those Accounts provided to Contractor by FLFR based upon established rates. The method utilized by Contractor to process the accounts shall be a means approved by FLFR Contract Administrator.
- CC. Contractor shall be responsible for contacting the sender of monies when there is insufficient information to identify which account the payment is being applied to. FLFR

shall not be required to pay Contractor any collection fees on account until the corresponding account number can be identified.

- DD. Contractor shall reconcile the number of transports collected with those transmitted to Contractor and contact FLFR Contract Administrator to report any discrepancies.
- EE. If this Agreement is terminated, all accounts will be returned to FLFR regardless of payments made on account or arrangement made. Upon termination, Contractor will inform any billed account with whom they are dealing to make future payments directly to FLFR or other firm identified by FLFR.
- FF. Fort Lauderdale Fire Rescue is the owner of all information submitted to the Contractor. If this Agreement is terminated, all accounts will be returned to FLFR regardless of payments made on account or arrangement made.
- GG. If this Agreement is terminated contractor agrees to provide a raw flat file containing all relevant data that would be needed to re-create a EPCR for any purpose. The contractor agrees to provide the City a one-time column header file w/ a brief description of each columns' data and how it pertains to the formulation necessary to re-create the EPCR for the purposes mentioned above.
- HH. The Contractor should include sample bill forms and the messages that will be used on each successive bill mailed, as part of the response. All text, format, and color of printing and stock is subject to approval by the City of Fort Lauderdale. Billings should be at maximum intervals of 35 business days, except for the first invoice that should be rendered within 10 business days of service.
- II. Contractor shall be required to establish a method to accept and process credit card payments from patients through an online solution. The City can be the merchant for the solution but the contractor shall be responsible for all fees associated with the credit card acceptance solution.
- JJ. Contractor shall provide a process for collecting information from local law enforcement agencies and gross billable and payments on all incidents involving motor vehicles.
- KK. Contractor shall show the ability to increase collection rates annually.
- LL. Contractor shall have a mechanism in place to find a revenue source for all patients outside of contacting the hospitals.
- MM. Contractor shall be able to provide litigation services as it may relate to MVA (Motor Vehicle Accident/PIP Claims) incidents should the need arise. These services will only be executed based on direction from the City on an as-needed basis.
- NN. FLFR will be implementing a fee for "patient contacts with no transport" with an estimated volume in excess of 3000 billable fees per year and Contractor shall be able to assist and process these fees.

**3.5.3 MEDICARE AND MEDICAID REQUIREMENTS**

- A. Contractor shall provide prompt submission of Medicare, Medicaid and insurance claims within seventy-two (72) hours after receiving a completed EPCR, when all information necessary to file the claim is present
- B. Contractor will provide Medicare/Medicaid billings in accordance with all Federal, State and Local laws and Medicare/Medicaid rules and requirements.
- C. Contractor shall provide Electronic Claims processing for Medicare and Medicaid and re-file Medicare, Medicaid or insurance claims, as necessary to obtain payment.
- D. Contractor shall be prepared to assess service levels prior to billing and classify services into levels that meet Medicare and Medicaid transport criteria. These service levels may, in a limited number of cases, differ from what is indicated on internal documents based upon interpretation and must be brought to FLFR's attention to determine if changes may be necessary.
- E. Contractor will provide support for Medicaid or Medicare audits.
- F. Provide Electronic Claims Processing for Medicare and Medicaid to the City's lock box.

**3.5.4 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REQUIREMENTS.**

- A. Provide HIPAA privacy practice requirements to all patients transported in accordance with current regulatory requirements.
- B. Comply with all applicable Federal, State, and local laws as they apply to the services being provided, such as but not limited to, the Federal Debt Collection Practices Law. This further includes all requirements to maintain confidentiality for all medical and patient information as related in state and local laws or rules and regulations as well as the Health Insurance Portability and Accountability Act of 1996.
- C. Contractor shall facilitate proper security of confidential information and proper shredding of all disposed materials containing such proprietary information in accordance with Florida Law regarding records retention privacy act.

**3.5.5 CUSTOMER SERVICE**

- A. Respond to all patients' requests and inquiries, either written or verbal, in a TIMELY manner not to exceed two (2) business days.
- B. Provide and furnish all material and personnel required for the performance of the Agreement.

- C. Contractor shall provide Customer Service Representative (CSR's), available during normal business hours, which are able to read, write and speak fluently in English, Spanish and Creole. These CSR's shall be able to assist patients and/or other third party payees in all billing inquiries in a timely and courteous manner. Customer calls will be facilitated as local within the County or through a "toll free" exchange, which will be published on all invoices. Contractor shall respond within three (3) business days to Fort Lauderdale Fire Rescue and patients on requests for information or records. All scripts and protocol for answering and placing calls shall be agreed upon prior to the commencement of services between Contractor and Fort Lauderdale Fire Rescue. A record of telephone calls and contacts shall be maintained.
- D. Contractor shall be responsible for the mailing of all forms, i.e. HIPAA, customer survey, etc. forms. Contractor shall be responsible for all associated costs.
- E. Contractor shall respond promptly to all patient requests and inquires, either written or verbally in a timely and courteous manner. This and all communications should be in a format that can be tracked by both City and Contractor and shall comply with all applicable Federal, State and Local laws as such laws apply to the services being provided.
- F. Contractor shall provide and furnish all materials and personnel required for the performance of the Agreement.
- G. Contractor shall provide a designated liaison for patient/payer concerns.
- H. Contractor shall provide a 1-800 number and 24/7 (365 days) computer help desk support for the EPCR report writing laptop and desktop hardware, software and its connectivity.

### **3.5.6 DOCUMENTATION MAINTENANCE**

- A. The Contractor will maintain any and all documentation records and patient information in a safe and secure manner that will allow inspection and audit by the City of Fort Lauderdale or its agents upon proper notification
- B. Any and all data created by FLFR and collected by the contractor is owned by the City of Ft. Lauderdale and shall be returned upon request in a format agreeable to city.
- C. Contractor shall provide access to its database and a data dictionary for FLFR to use for report writing capabilities.

### **3.5.7 COMMUNICATIONS WITH CITY OF FORT LAUDERDALE STAFF**

- A. The Contractor agrees to retain all accounts for a minimum of six (6) months (from the date of first billing) and after six (6) months turn over accounts for which no collection has been made (unless insurance is pending or the patient has arranged a modified payment plan) to the City's designated collection agency. All costs incurred by the successful contractor will be the responsibility of the contractor and not the City of Ft.

Lauderdale. Eligible accounts will be turned over to the City's designated collection agency at approximately six (6) months from the date of first billing (unless the account is actively being pursued by the Contractor). Eligible accounts include accounts with no pending insurance claim activity or no active payment plan. Successful Contractor should adhere to this current policy.

- B. Contractor will attend meetings with the Fire Rescue Administration staff when requested to review contract operations.
- C. Contractor shall participate in a yearly audit conducted by Fort Lauderdale Fire Rescue consistent with Generally Accepted Accounting Principles- GAAP. This audit will cover the common set of accounting principles, standards and procedures used to compile annual financial statements.
- D. Contractor will notify FLFR of any changes in federal, state or local laws, rules, regulations and codes that affect this subsequent agreement.
- E. Contractor shall designate a Program Manager responsible for all matters related to the Contract, including performance. A toll free number and the name of the Project Manager shall be provided upon commencement of this Agreement. The Project Manager shall be available during business hours of 8:30 am to 5 pm, Monday through Friday and shall respond to FLFR within one (1) hour.
- F. Upon request by FLFR, a written response shall be provided to all complaints received by FLFR of any alleged actions taken by Contractor and/or its agents. The response shall be provided by Contractor's Project Manager and shall be received by FLFR within fifteen (15) business days from the date the request is sent to Contractor. The response shall address all questions and statements made by FLFR concerning the alleged actions.
- G. Contractor shall provide FLFR with a read-only access to accounts at locations determined by FLFR.
- H. Contractor shall provide all necessary developing, copying, faxing, mailings, and all other such related services at no additional cost to FLFR.
- I. Contractor shall maintain and inform FLFR regarding the following:
  - 1. Records of current fees;
  - 2. Industry approved billing codes;
  - 3. Description files;
  - 4. Current laws applicable to billing of patients for transports;
  - 5. Records of nation-wide and local trends in transport fee schedule and inform FLFR of any changes.
- J. Fort Lauderdale Fire Rescue, its staff, consultant, and/or contractors shall have the right to visit the offices of Contractor and/or its agents periodically for inspection of the facilities and operations used in the performance of any resultant agreement.

- K. Contractor shall provide 24 hour access to a certified HIPAA Compliance Officer that meets all state and federal requirements.
- L. For record keeping purposes (not related to billing/collection cycle), Contractor shall retain all account information for a minimum of three years.

### **3.5.8 TRAINING OF FT. LAUDERDALE STAFF**

- A. Provide training to appropriate FLFR personnel regarding the gathering of necessary information and proper completion of its EPCR laptop and desktop software.
- B. Provide minimum annual basic and on-going training to appropriate FLFR personnel regarding HIPAA compliance. Training may be in the classroom or electronically so long as it is consistent. Certificate must be supplied to employee upon completion of training.
- C. Training Plan - Contractor will provide a series of training programs at locations designated by the City to educate field personnel on the proper utilization of its quality control software application as well as other features available within the reporting software.
- D. Contractor shall provide training (examples - ePCR documentation, proper coding using ICD-10-CM or any updated versions, etc.) for FLFR Administrative personnel, not to exceed 80 hours annually.
- E. All training and training equipment (tablets, hardware, accessories, software, etc.) shall be at no charge to the city.

### **3.5.9 COMMUNICATIONS WITH FT. LAUDERDALE SERVICED HOSPITALS**

- A. Agrees to maintain a working arrangement with all Fort Lauderdale Fire-Rescue serviced hospitals including Business Associates Agreement/Electronic Access with hospitals.
- B. Contractor shall provide Fort Lauderdale Fire Rescue with a copy of all letters of complaint within ten (10) business days of receipt, and indicate what action was taken to achieve an acceptable resolution.
- C. Contractor shall maintain a working arrangement with all of the FLFR serviced hospitals and requests that hospitals provide a copy of patient fact sheets or be provided with demographic and insurance information.

### **3.5.10 HARDWARE / SOFTWARE**

- A. Patient invoices: All invoices and reporting systems shall be automated.

- B. Electronic Data Transfer: Contractor shall be able to receive and send data electronically. All data being sent to Fort Lauderdale Fire Rescue should be transmitted electronically and shall ensure that such transmissions are in compliance with HIPAA and other federal, state and local laws, rules, regulations and codes.
- C. Facilitate Initial Deployment - Contractor will provide rugged mobile computer laptop specified EPCR units as field computer devices, perform all requisite software installation on such units, as well as facilitate web browser access from desktop units supplied by FLFR. Installation, access and units will be provided by qualified company representatives.
- D. Support Additional Expansion - Contractor will provide support for additional modules that could be added to the system already installed without significant disruption to service. Should FLFR desire to modify hardware quantities, such changes will require written notification.
- E. Server maintenance, upgrades and software changes should all be administered automatically from Contractor's development facility (or alternate location at Contractor's discretion) and downloaded to field tablets during power up/down sequencing.

### 3.5.11 REPORTS

- A. Contractor to provide the City with monthly reports reflecting all new placements from the City, all accounts that are currently active with the contractor, the contractor's collection results, reports of accounts placed with the city's collection agency, aging reports reflecting the City's receivable in an aged format. Contractor shall provide reports on a monthly basis of all EPCRs that are located on Toughbooks that have not been uploaded. A report on all 'frozen' reports or reports that have not been billed and the reason why they are in that status. Reports that are missing patient and facility signatures.
- B. Records/Reports: Contractor will keep full and accurate accounts of services performed by Fort Lauderdale Fire Rescue, billing and collections received and other records related to the Emergency Medical Transport Billing and Collection Services pursuant to this Agreement.
- C. Contractor will prepare and provide Fort Lauderdale Fire Rescue Administration monthly reports as required by Fort Lauderdale Fire Rescue.
- D. Contractor shall provide, on a monthly basis, a copy of all monthly financial activity, billing and receivable reports, consistent with GAAP on the account.
- E. Contractor shall provide data on fee schedules of other EMS providers within Monroe, Miami-Dade, Broward and Palm Beach Counties.
- F. REPORT LISTING

Monthly reporting is produced after month closing and provided to FLFR no later than the 21<sup>st</sup> of each month. Contractor will generate reports within twenty-four (24) business hours of receiving and posting the last day of the month's receivables from the bank. All reporting will be in the manner as requested by FLFR. The following are major reports that Contractor shall produce for FLFR:

**1. Collection Statistics- Gross/Net Consumption**

Shows overall monthly computation of gross collection percentages providing number of accounts billed and accounts not billable. The total amounts are summarized.

**2. Billing and Collection Statistics- Monthly Summary**

To provide a running month summary of charge, aggregate transports by unit, aggregate percentage collection by unit, adjustments and payments for the closing month period showing gross and net collection percentages for each period. Summarizes totals for each type activity and computes average collections for both gross and net. Note: ***All payment activity is reflected against the original month billed in order to reflect true collection percentages.***

**3. Insurance Report- # of Bills with Outstanding Balance by Class**

To provide summary showing, by running (billed) month, the number of patient bills having an outstanding balance. Shows balance and number of bills outstanding by class.

**4. Collections- by Payer Class, Unit and Geographic Area**

To provide a running month summary for the closing month period of collections by Payer Class (Self-Pay, Medicare, Medicaid and Private insurance), by Unit and by geographic area. The report also shows for each running month the mix or, percentage (%) of total collected against that month's billing for each class. Also shows number of accounts collected by class and percentage (%) of total.

**5. Ambulance Unit Report- Gross Billings this Month by Ambulance Unit**

Shows all billing (new charges) processed and summarized total billing for period by transport unit.

**6. Accounts Receivable – Summary**

To provide summary for period ending of Accounts Receivable showing gross billing, payments received/processed, reflected write-offs and adjustments, reversals and ending balance.

**7. Account Activity- Monthly Billing Report (Charges)**

Shows all billing (new charges) processed alpha sorted by Last Name and summarized total billing for period.

**8. Account Activity- Monthly Payment Report (Receivables)**

Provides a batch oriented listing of all payments processed including check number and type of payment (self-pay, Medicare, Medicaid, private insurance). Report reconciles against bank deposit and ties back to EOB detail for secondary filing, refund processing and adjustments.



**9. Collections- Summary to Date, Monthly Running**

Shows receivables as applied to "original billed month".

**10. Monthly Refund Schedule**

Report provided by account detail of associated payments reflecting an overpayment and necessary refund to be processed.

**11. Refund Request**

To provide for previous billing month, with a separate sheet per account, requesting refund on overpayment accounts. This includes all information pertinent to determining refund.

**12. Distribution of Charges and Collections**

This report will track the charges; payments and financial class mix of all patients for a given month.

**13. Aged Receivable Report**

This report will have outstanding invoices sorted by date for current, thirty, sixty, ninety and over ninety days. This report will provide totals for these categories.

**14. Patient Alpha Listing**

This report lists all invoices alphabetically by patient name.

**15. Monthly Payment Listing**

This report lists payments, bad checks, required charge offs, and refunds posted to each patient's account.

**16. Overpayment Reports**

This report lists all patients due refunds as a result of overpayment of account.

**17. Any mutually agreed upon additional reports as may be required.****18. Reports may include any statistical information pertaining to medical calls including but not limited to - intubation analysis, IV success rates, chief complaint call volumes and number of cardiac arrests and trauma calls.****3.5.12 RESPONSIBILITIES OF THE CITY OF FORT LAUDERDALE**

- A. The City of Fort Lauderdale will comply with all Federal, State and local laws, rules and regulations as applicable to the services being contracted for.
- B. The City of Fort Lauderdale will agree to use the successful firm for all medical billings exclusively for the service specified herein as long as the contract agreement is in force.
- C. The City of Fort Lauderdale will make every effort to obtain the proper billing address for all billable patients prior to forwarding to the contractor.

- D. The City will pay the contractor additional fees for any postage increases that may occur during the contract period. However, this fee will only be the actual cost of increase.

### **3.5.13 FEES**

- A. Fees quoted should reflect service from date of award to a minimum of three years from that date.
- B. The fees shall be based upon contractor performance and expressed as a percentage of actual collections remitted to the City of Fort Lauderdale. This fee shall be all-inclusive. No additional payments shall fall due under this contract except for any refunds due contractor due to patient overpayment refunds.

*END OF SECTION*

## SECTION IV – SUBMITTAL REQUIREMENTS

### 4.1 Instructions

- 4.1.1** Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and

the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)**

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
  2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2017), as may be amended or revised, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
  4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 4.1.6** One (1) original and Six (6) copies plus two electronic (soft) copies (Flash Drive) of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.

- 4.1.7** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

## **4.2 Contents of the Proposal**

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled Flash Drive in an envelope or paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

### **4.2.1 Table of Contents**

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

### **4.2.2 Executive Summary**

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

### **4.2.3 Experience and Qualifications**

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

#### **4.2.4.1 Approach to Scope of Work**

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer

shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

Additionally, the proposal should specifically address:

Discuss your offering and understating regarding the following:

- a.- Invoicing / Billing
- b.- Collections
- c - Medicare and Medicaid requirements
- d - HIPPA Requirements
- e - Compliance with other applicable Federal, State and local laws and requirements.
- f - Customer Service - your plans for response to patients' concerns, negotiations etc.
- g - Documentation Maintenance
- h - Communications with City of Fort Lauderdale Staff - including letters of complaints, past due accounts, meetings, etc.
- i - Training provided by your firm to Ft. Lauderdale staff.
- j - Communications with Ft. Lauderdale serviced hospitals
- k - Surveys
- l - Electronic Data Transfer
- m - Computer / Hardware / Software/ Report Writing And Computer Aided Dispatch Requirements
- n. Discuss your proposed method to accept and process credit card payments from patients through an online solution. The City can be the merchant for the solution but the contractor shall be responsible for all fees associated with the credit card acceptance solution.
- o. Discuss your proposed process for collecting information from local law enforcement agencies and gross billable and payments on all incidents involving motor vehicles.
- p. Provide evidence of your firms' ability to increase collection rates annually.
- q. Discuss the mechanism your firm has in place to find a revenue source for all patients outside of contacting the hospitals.

#### **4.2.4.2 Reports / Bill Form**

1. List and provide a sample of all reports that you offer to the City for this contract. Include or attach a sample of each relevant report that will be available via the Internet or by mail/fax and the range of time periods available (daily, weekly, monthly, etc)

This section should include, but not be limited to the following reports:

- Distribution of Charges and Collections
- Aged Receivable Report
- Patient Alpha Listing
- Monthly Payment Listing
- Overpayment Reports

2. Submit sample bill forms and the messages that will be used on each successive bill mailed.

**4.2.5 References**

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP.

List two of your references that are Florida municipal agencies performing at least 20,000 emergency transports per year for each agency.

Provide five (5) reference accounts, preferably Florida government agencies, where your company's billing and EPCR solutions are both being used by each referenced client.

Provide reference accounts (if applicable) where the agency has received a minimum EMSTARS EMS data quality score of 95% or higher within the last year.

Information should include:

- Client Name, address, contact person telephone and E-mail addresses (IMPORTANT, provide current e-mail addresses).
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

**Note:** Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

**4.2.6 Minority/Women (M/WBE) Participation**

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

**4.2.7 Subcontractors**

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

**4.2.8 Warranties**

Provide information on any warranties associated with your system

**4.2.9 Items not included in your proposal**

Discuss / explain in detail any requirements or preferences in the specification that your firm will not provide under this contract. Discuss items that are required / requested but are not included in your proposal.

**4.2.10 Additional Services / Products**

List in detail any additional services, products, standards and or practices that you offer which are included in your proposal price.

#### **4.2.11 Installation**

Provide your proposed timeline / schedule, from date of City award, to complete the delivery of all system components, including all equipment, hardware, software, and related City staff training in order to provide a complete system installation. (Use calendar days).

#### **4.2.12 Required Forms**

##### **A. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

##### **B. Cost Proposal**

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

##### **C. Non-Collusion Statement**

This form is to be completed, if applicable, and inserted in this section.

##### **D. Non-Discrimination Certification Form**

This form is to be completed and inserted in this section.

##### **E. Local Business Preference (LBP)**

This form is to be completed, if applicable, and inserted in this section.

##### **F. Contract Payment Method**

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

##### **G. Sample Insurance Certificate**

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

*END OF SECTION*



## SECTION V – EVALUATION AND AWARD

### 5.1 Evaluation Procedure

#### 5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>,

or any interested party may call the Procurement Services Division at 954-828-5933.

**5.1.2** Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

**5.1.3** The Committee may short list Proposals, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

**5.1.4** The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

**5.1.5** The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

### 5.2 Evaluation Criteria

**5.2.1** The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

### 5.2.2 Weighted Criteria

Invoice/Billing and Collections	10%
Customer Service and Training	10%
Medicare and Medicaid Requirements	10%
Number of annual billable Transports Performed?	20%
Experience, qualifications, and past performance of the proposing firm including persons proposed for the project, facilities and resources. To include Licenses/ certificates, etc; Insurance, Company profile, Subcontractors; and References.	20%
Total Project Cost	30%
TOTAL PERCENT AVAILABLE:	100%

### 5.3 Contract Award

The City reserves the right to award a contract to that Contractor who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

*END OF SECTION*

**SECTION VI - COST PROPOSAL PAGE****Proposer Name:** \_\_\_\_\_

- 1) Bidder agrees to provide all labor, materials, components, and all other incidentals for a fully functional emergency medical services (EMS) reporting system including all hardware and software components that may be required in order to provide a comprehensive system to perform the functions outlined in the RFP specifications in accordance with the terms, conditions, and specifications contained in this RFP. EXCEPT FLORIDA MEDICAID CLAIMS. (Prior year quantities are not indicative of future use.)

**Annual Estimated # of Claims (20,700) x Annual Estimated Revenue per Claims**

**(\$240) x \_\_\_\_\_% (Vendor Percentage of Revenue (Fee) = \$ \_\_\_\_\_ Total**

**Estimated Cost to the City / per year)**

- 2) A flat fee for performing any billing associated with FLORIDA MEDICAID CLAIMS. This shall be PER billing, and shall not be a percentage. The City of Fort Lauderdale had approximately (5,300) of FLORIDA MEDICAID BILLINGS last year. This is an estimate only, based on prior year, and does not in any way guarantee that the contractor shall be paid this amount.

**\$ \_\_\_\_\_/per claim filed x 5,300 estimated annual claims = \$ \_\_\_\_\_/per year.**

**TOTAL ANNUAL ESTIMATED COST TO THE CITY (Items 1+2): \$ \_\_\_\_\_/per year**

Above costs shall be fixed for the duration of the contract.

Cost evaluations will be based on the total annual estimated cost from the line above.

**Optional / Additional Products:**

In the event that the vendor can provide services as referenced in section 2.2(H), what is the percentage of net revenue\* (\$700,000 X \_\_\_\_\_%) (percentage of revenue Fee) = \$\_\_\_\_\_ (Total annual estimated annual cost to the City)

\* - The annual estimated net revenue is \$700,000.

In the event that the vendor provides a NFIRS software module, the estimated annual cost will be \$\_\_\_\_\_ (annual vendor fee) (if there is no cost please enter zero (0))

**Cost for additional Tablet(s)**, including software/hardware, installation, service and maintenance, should City require additional Tablets to be placed in service during duration of the contract (beyond the number of specified units)

**Price per additional Tablet** \$            /each

**Submitted by:**

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

### **APPENDIX INDEX**

**Appendix A:** Data to be collected by the EPCR software for Hospital Reporting purposes and State of Florida EMS Aggregate Report requirements

**Appendix B:** PCI Compliance Long Form (Data Security and Privacy)

**Appendix C:** Questionnaire

## SECTION VIII - APPENDIX A

Information to be gathered by EPCR software should include but not be limited to:

- a. Incident address with zip code.
- b. Patient personal information including, but not limited to:
  1. Social Security number
  2. Address
  3. Telephone Number
  4. Date of birth, weight, age, gender and race
  5. Family physician
  6. Medicaid state
  7. Medicaid number
  8. Medicare number
  9. Medicare plus plan name
  10. Insurance Number
  11. Group Number
  12. Secondary Insurance Number
  13. Secondary Group Number
  14. Guarantor Information
  15. Documentation of patient or guardian release of patient information for billing, including a digitized patient or guardian signature captured in multiple languages, and supports hand writing recognition.
  16. Supports additional billing inputs (i.e. additional supplies such as foam usage or additional medications).
  17. Information about the medical condition and complaints of the patient including, but not limited to:
    - a. Cause of injury
    - b. Trauma triage
    - c. Patient position information
    - d. Medical condition(s) and systems details
    - e. Narratives by the care providers regarding the incident.
    - f. Ability to enter multiplies patients.
18. Unlimited primary and secondary assessment information including, but not limited to:
  - a. Glasgow Coma Scale (GCS) scoring automatically calculates a total.
  - b. Revised trauma score, scoring automatically calculates a total.
  - c. Pupil size and reaction.
  - d. Capillary refill
  - e. Respiratory assessment
  - f. ECG
  - g. Ectopy
  - h. Blood glucose level
  - i. Skin color

- j. Temperature
  - k. Moisture
  - l. Lung sounds
  - m. Times of vital signs
  - n. Appearance Pulse Grimace Activity Reparations (APGAR) scores (if applicable).
  - o. Neurological assessment information
  - p. Medical history including, but not limited to:
    - i. Prescription medications – with Pick List input
    - ii. Allergies
    - iii. Pre-existing conditions
    - iv. Current conditions
  - q. Blood pressure; be able to indicate Palp and Mast.
  - r. SPAO2
  - s. LOC
  - t. Pulse Rate; strength and regularity
  - u. Allow the user to set either the “within normal limits” or “not assessed” value to each defined assessment area (body part) by click of a single button.
19. All examination of and treatment provided to the patient including, but not limited to:
- a. Medical control contact name and time of contact physician
  - b. Patient protocol
  - c. Method of contact
  - d. Airway intervention
  - e. Breathing intervention
  - f. Circulatory intervention
  - g. Intravenous intervention
  - h. Input/output therapy
  - i. Provides patient weight conversion to metric for medications
  - j. Call summary information, including all patient information entered
20. Data about the care providers including, but not limited to:
- a. Vehicle number
  - b. Primary attendant's (Attendant No. 1) name and license number
  - c. Attendant No. 2's name and license number
  - d. Attendant No. 3's name and license number
  - e. Attendant No. 4's name and license number
  - f. Exposure information, including medic name, time, exposure type, description, supervisor notified, exposure report completed, loss of work
21. Prehospital information including, but not limited to:

- a. Call times
  - b. Scene location information, including County, zip code, response and scene
  - c. Response districts
  - d. Special scene conditions
- 22. Patient destination information including, but not limited to:
  - a. Receiving hospital with State of Florida four-digit identifier code.
  - b. Reason for selecting a destination selected from pick list
  - c. Transport urgency (lights and siren, routine, etc.)
  - d. Call disposition BLS, ALSI, ALSII
  - e. Refusal of care by patient.
    - i. User definable by an administrator
    - ii. Supports multiple languages
- 23. Odometer readings to determine distances including, but not limited to:
  - a. From ambulance starting point to incident scene.
  - b. From incident scene to patient destination
- 24. Software should provide for monitoring of all supplies utilized and give administration users the ability to access the data through report writing tools
- 25. Desk top software:
  - a. Provide the exact same interface and functionality as the mobile software with the exception of any pen-based, character recognition functionality that cannot be supported on desktop computers.

#### SECURITY CONTROLS -User Access Control and Security

The software should allow for an array of user access control and security that can vary by module and security level from no access to complete insert/delete/edit capability anywhere in the software system. The system should also provide a complete audit trail of every transaction or modification executed by each user.

The software should require a valid logon ID and possess two levels of security with different password levels. One is to be used for system administration and configuration and the other for field personnel.

In addition, the system should:

- a) Have a hierarchy of security (logon, record, field, function, object, and user-group) to allow or prevent specified users (or groups of users) to access specified programs at specified levels of data entry, editing, updating, deleting, and reporting functions.

- b) System locks, which allow user to “lock” terminal without shutting system down and “unlock” terminal with password, allowing users to step away from the terminal temporarily and prevent unauthorized use.
- c) Restrict download of confidential data to high-level security-authorized users to prevent loss/misuse of confidential data and information.
- d) Provide a means to print transaction error/alteration logs as needed and specified, depending on application.
- e) Automatic timeout or keyboard lock after a defined period of inactivity
- f) List all users logged on to the system at any time, and track this usage by user, date, time, station, etc.
- g) Log off users after specified number of unsuccessful log on attempts and display message for user to contact the system administrator.
- h) Allow specified intervals for mandatory password changes.
- i) Automatically log off users who have logged off improperly
- j) Revoke a user’s access upon too many unauthorized logon attempts

#### INPUT CONTROLS

- a) Validity test: critical fields can be checked against a format, a formula, or a table to see that data contained in a field is admissible. Examples: System requires all Advanced Life Support Calls have two vital signs.
- b) Range checks: critical fields can be checked against a table or formula to determine if the data entered is within a given range of values. Examples: vehicle mileage not to exceed four digits.
- c) Completeness check: critical fields can be checked for a non-empty range and processing action determined according to a specified table. Example: system will not allow the call to be closed without the patient name first and last being entered.
- d) Real time error checking: error checking described above is done at the time of input and errors are flagged to operator either by a user understandable message or operation halt as specified.
- e) Time Stamping: All transactions shall be time stamped by the internal clock of the system and this may be modified in the field and exists for all interventions.

*END OF SECTION*



## City of Fort Lauderdale

**Appendix B – Data Security and Privacy****ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION**

- A. This Data Security and Privacy Appendix is designed to protect the City of Fort Lauderdale (CoFL) Non-public Information and CoFL Information Resources (defined below). This Appendix describes the data security and privacy obligations of Supplier and its sub-suppliers that connect to CoFL Information Resources and/or gain access to Non-public Information (defined below).
- B. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this Appendix on any third party retained by Supplier to provide services for or on behalf of the CoFL.

**ARTICLE 2 – DEFINED TERMS**

- A. Breach: means the unauthorized acquisition, access, use or disclosure of Non-public Information that compromises the security, confidentiality or integrity of such information.
- B. Non-public Information: Supplier's provision of Services under this Agreement may involve access to certain information that CoFL wishes to be protected from further use or disclosure. Non-public Information shall be defined as: (i) Protected Information (defined below); (ii) information CoFL discloses, in writing, orally, or visually, to Supplier, or to which Supplier obtains access to in connection with the negotiation and performance of the Agreement, and which relates to CoFL, its employees or contractors, its third-party vendors or licensors, or any other individuals or entities that have made confidential information available to CoFL or to Supplier acting on CoFL's behalf (collectively, "CoFL Users"), marked or otherwise identified as proprietary and/or confidential, or that, given the nature of the information, ought reasonably to be treated as proprietary and/or confidential; (iii) trade secrets; and (iv) business information.
- C. Protected Information: shall be defined as information that identifies or is capable of identifying a specific individual, including but not limited to personally-identifiable information, medical information other than Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 CFR § 160.103), Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms), Federal Information Security Management Act (FISMA) of 2002, Criminal Justice Information Services (CJIS), National Automated Clearing House Association (NACHA), General Data Protection Regulation (GDPR), employee, contractor or neighbor records, or individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to S.B 624 of the Florida Constitution; the Florida Information Protection Act (FIPA), and the Fair Credit Reporting Act (15 USC § 1681 *et seq.*).

CoFL Information Resources: shall be defined as those devices, networks and related infrastructure that CoFL owns, operates or has obtained for use to conduct CoFL business. Devices include but are not limited to, CoFL-owned or managed storage, processing, communications devices and related infrastructure on which CoFL data is accessed, processed, stored, or communicated, and may include personally owned devices. Data includes, but is not limited to, Non-public Information, other CoFL- created or managed business and research data, metadata, and credentials created by or issued on behalf of CoFL.

- D. Work Product: shall be defined as works-in-progress, notes, data, reference materials, memoranda, documentation and records in any way incorporating or reflecting any Non-public Information and all proprietary rights therein, including copyrights. Work Product is subject to the Agreement's Intellectual Property, Copyright and Patents Article. For the avoidance of doubt, Work Product shall belong exclusively to CoFL and unless expressly provided, this Appendix shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by CoFL.

### **ARTICLE 3 – ACCESS TO CoFL INFORMATION RESOURCES**

- A. In any circumstance when Supplier is provided access to CoFL Information Resources, it is solely Supplier's responsibility to ensure that its access does not result in any access by unauthorized individuals to CoFL Information Resources. This includes conformance with minimum security standards in effect at the CoFL location(s) where access is provided. Any Supplier technology and/or systems that gain access to CoFL Information Resources must contain, at a minimum, the elements in the Computer System Security Requirements set forth in Attachment 1 to this Appendix. No less than annually, Supplier shall evaluate and document whether Supplier's practices accessing CoFL Information Resources comply with the terms of this Appendix. Documentation of such evaluation shall be made available to CoFL upon CoFL's request. Regardless of whether CoFL requests a copy of such evaluation, Supplier shall immediately inform CoFL of any findings of noncompliance and certify when findings of non-compliance have been addressed.
- B. Supplier shall limit the examination of CoFL information to the least invasive degree of inspection required to provide the Goods and/or Services. In the event Goods and/or Services include the inspection of a specific threat to or anomaly of CoFL's Information Resources, Supplier shall limit such inspection in accordance with the principle of least perusal. Supplier will notify CoFL immediately upon such events.
- C. With CoFL's prior written consent, Supplier may alter a CoFL Information Resource to the extent such alteration is specifically required for Supplier to provide Goods and/or Services to CoFL pursuant to the Agreement.

### **ARTICLE 4 – SECURITY PATCHES AND UPDATES**

Supplier is required to perform patches and updates in connection with the Goods and/or Services provided to CoFL as follows:

- A. Devices and Software Provided Directly to CoFL. Supplier will make available to CoFL any patches and other updates to system security software or firmware utilized by Supplier in its provision of Goods and/or Services no later than the earlier of thirty (30) days of its commercial release or as recommended by Supplier or Supplier's sub-supplier.
- B. Supplier's Internal Systems and Services Necessary for Supplier to Fulfill its Obligations to CoFL. Supplier will regularly apply security patches and functional updates to its internal systems software and firmware.

### **ARTICLE 5 – COMPLIANCE WITH APPLICABLE LAWS, FAIR INFORMATION PRACTICE PRINCIPLES AND UC POLICIES**

- A. Supplier agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information. Additionally Supplier will comply as applicable with the *Fair Information Practice Principles*, as defined by the U.S. Federal Trade Commission (<http://www.nist.gov/nstic/NSTIC-FIPPs.pdf>). Such principles would typically require Supplier to have a privacy policy, and a prominently-posted privacy statement or notice in conformance with such principles. If collecting Protected Information electronically from individuals on behalf of

CoFL, Supplier's prominently-posted privacy statement will be similar to those used by CoFL (CoFL's Privacy Policy is available <https://www.fortlauderdale.gov/departments/city-manager-s-office/strategic-communications/website-policy>). Supplier shall make available to CoFL all products, systems, and documents necessary to allow CoFL to audit Supplier's compliance with the terms of this Article 5. CoFL shall have the right to audit Supplier's compliance with its Information Security Plan and the obligations set forth in Attachment 1.

- B. CoFL reserves the right to monitor Supplier's connectivity to CoFL Information Resources while Supplier accesses Non-public Information.

#### **ARTICLE 6 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF NON-PUBLIC INFORMATION**

Supplier agrees to hold CoFL's Non-public Information, and any information derived from such information, in strictest confidence. Supplier will not access, use or disclose Non-public Information other than to carry out the purposes for which CoFL disclosed the Non-public Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by CoFL. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Non-public Information or any information derived from such information. If required by a court of competent jurisdiction or an administrative body to disclose Non-public Information, Supplier will notify CoFL in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give CoFL an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). Supplier's transmission, transportation or storage of Non-public Information outside the United States, or access of Non-public Information from outside the United States, is prohibited except on prior written authorization by CoFL.

#### **ARTICLE 7 – SAFEGUARD STANDARD**

Supplier agrees to protect the privacy and security of Non-public Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Supplier will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Non-public Information. All Protected Information stored on portable devices or media must be encrypted in accordance with the Federal Information Processing Standards (FIPS) Publication 140-2. Supplier will ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities while Supplier has responsibility for the Non-public Information under the terms of this Appendix. Prior to agreeing to the terms of this Appendix, and periodically thereafter (no more frequently than annually) at CoFL's request, Supplier will provide assurance, in the form of a third-party audit report or other documentation acceptable to CoFL, such as SOC2 Type II, demonstrating that appropriate information security safeguards and controls are in place.

#### **ARTICLE 8 – INFORMATION SECURITY PLAN**

- A. Supplier acknowledges that CoFL is required to comply with information security standards for the protection of Protected Information as required by law, regulation and regulatory guidance, as well as CoFL's internal security program for information and systems protection.
- B. Supplier will establish, maintain and comply with an information security plan ("Information Security Plan"), which will contain, at a minimum, such elements as those set forth in Attachment 1 to this Appendix.
- C. Supplier's Information Security Plan will be designed to:
  - i. Ensure the security, integrity and confidentiality of Non-public Information;
  - ii. Protect against any anticipated threats or hazards to the security or integrity of such information;

- iii. Protect against unauthorized access to or use of such information that could result in harm or inconvenience to the person that is the subject of such information;
  - iv. Reduce risks associated with Supplier having access to CoFL Information Resources; and
  - v. Comply with all applicable legal and regulatory requirements for data protection.
- D. On at least an annual basis, Supplier will review its Information Security Plan, update and revise it as needed, and submit it to CoFL upon request. At CoFL's request, Supplier will make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to CoFL's security requirements as they exist from time to time. If there are any significant modifications to Supplier's Information Security Plan, Supplier will notify CoFL within 72 hours.

#### **ARTICLE 9 – RETURN OR DESTRUCTION OF NON-PUBLIC INFORMATION**

Within 30 days of the termination, cancellation, expiration or other conclusion of this Appendix, Supplier will return the Non-public Information to CoFL unless CoFL requests in writing that such data be destroyed. This provision will also apply to all Non-public Information that is in the possession of subcontractors or agents of Supplier. Such destruction will be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Supplier will certify in writing to CoFL that such return or destruction has been completed.

If Supplier believes that return or destruction of the Non-public Information is technically impossible or impractical, Supplier must provide CoFL with a written statement of the reason that return or destruction by Supplier is technically impossible or impractical. If CoFL determines that return or destruction is technically impossible or impractical, Supplier will continue to protect the Non-public Information in accordance with the terms of this Appendix.

#### **ARTICLE 10 – NOTIFICATION OF CORRESPONDENCE CONCERNING NON-PUBLIC INFORMATION**

Supplier agrees to notify CoFL immediately, both orally and in writing, but in no event more than two (2) business days after Supplier receives correspondence or a complaint regarding Non-public Information, including but not limited to, correspondence or a complaint that originates from a regulatory agency or an individual.

#### **ARTICLE 11 – BREACHES OF NON-PUBLIC INFORMATION**

- A. **Reporting of Breach:** Supplier will report any confirmed or suspected Breach to CoFL immediately upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes a Breach has or may have occurred. Supplier's report will identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Non-public Information accessed, used or disclosed, (iii) the person(s) who accessed, used, disclosed and/or received Non-public Information (if known), (iv) what Supplier has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action Supplier has taken or will take to prevent future unauthorized access, use or disclosure. Supplier will provide such other information, including a written report, as reasonably requested by CoFL. In the event of a suspected Breach, Supplier will keep CoFL informed regularly of the progress of its investigation until the uncertainty is resolved.
- B. **Coordination of Breach Response Activities:** Supplier will fully cooperate with CoFL's investigation of any Breach involving Supplier and/or the Services, including but not limited to making witnesses and documents available immediately upon Supplier's reporting of the Breach. Supplier's full cooperation will include but not be limited to Supplier:
- i. Immediately preserving any potential forensic evidence relating to the Breach, and remedying the Breach as quickly as circumstances permit
  - ii. Promptly (within 2 business days) designating a contact person to whom CoFL will direct

- inquiries, and who will communicate Supplier responses to CoFL inquiries;
- iii. As rapidly as circumstances permit, applying appropriate resources to remedy the Breach condition, investigate, document, restore CoFL service(s) as directed by CoFL, and undertake appropriate response activities;
  - iv. Providing status reports to CoFL on Breach response activities, either on a daily basis or a frequency approved by CoFL;
  - v. Coordinating all media, law enforcement, or other Breach notifications with CoFL in advance of such notification(s), unless expressly prohibited by law; and
  - vi. Ensuring that knowledgeable Supplier staff is available on short notice, if needed, to participate in CoFL-initiated meetings and/or conference calls regarding the Breach.

**C. Grounds for Termination.** Any Breach may be grounds for immediate termination of the Agreement by CoFL.

**D. Assistance in Litigation or Administrative Proceedings.** Supplier will make itself and any employees, subcontractors, or agents assisting Supplier in the performance of its obligations available to CoFL at no cost to CoFL to testify as witnesses, or otherwise, in the event of a Breach or other unauthorized disclosure of Non-public Information caused by Supplier that results in litigation, governmental investigations, or administrative proceedings against CoFL, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy or arising out of this Appendix.

#### **ARTICLE 12 – ATTORNEY'S FEES**

In any action brought by a party to enforce the terms of this Appendix, the prevailing party will be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel will be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

#### **ARTICLE 13 – INDEMNITY**

The Agreement includes an Indemnity provision, but for the avoidance of doubt regarding a Breach involving Protected Information, Supplier's indemnification obligations under the Agreement will include the following fees and costs which arise as a result of Supplier's breach of this Appendix, negligent acts or omissions, or willful misconduct: any and all costs associated with notification to individuals or remedial measures offered to individuals, whether or not required by law, including but not limited to costs of notification of individuals, establishment and operation of call center(s), credit monitoring and/or identity restoration services; time of CoFL personnel responding to Breach; fees and costs incurred in litigation; the cost of external investigations; civil or criminal penalties levied against CoFL; civil judgments entered against CoFL; attorney's fees, and court costs.

#### **ARTICLE 14 – ADDITIONAL INSURANCE**

In addition to the insurance required under the Agreement, Supplier at its sole cost and expense will obtain, keep in force, and maintain an insurance policy(s) that provides coverage for privacy and data security breaches. This specific type of insurance is typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability. In some cases, Professional Liability policies may include some coverage for privacy and/or data breaches. Regardless of the type of policy in place, it needs to include coverage for reasonable costs in investigating and responding to privacy and/or data breaches with the following minimum limits unless CoFL specifies otherwise: \$1,000,000 Each Occurrence and \$5,000,000 Aggregate.

**FIRST AMENDMENT TO APPENDIX – DATA SECURITY AND PRIVACY  
SAFEGUARD STANDARD FOR PAYMENT CARD DATA (IF APPLICABLE)**

- A. Supplier agrees that it is responsible for the security of Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms) that it possesses (if any), including the functions relating to storing, processing and transmitting Cardholder Data. In this regard, Supplier represents and warrants that it will implement and maintain certification of Payment Card Industry (“PCI”) compliance standards regarding data security, and that it will undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information and vulnerabilities that would allow malicious software (e.g., viruses and worms) to gain access to or disrupt CoFL Information Resources. These requirements, which are incorporated herein, can be found at [https://www.pcisecuritystandards.org/document\\_library](https://www.pcisecuritystandards.org/document_library). Supplier agrees to provide at least annually, and from time to time at the written request of CoFL, current evidence (in form and substance reasonably satisfactory to CoFL) of compliance with these data security standards, which has been properly certified by an authority recognized by the payment card industry for that purpose.
- B. In connection with credit card transactions processed for CoFL, Supplier will provide reasonable care and efforts to detect fraudulent payment card activity. In performing the Services, Supplier will comply with all applicable rules and requirements, including security rules and requirements, of CoFL’s financial institutions, including its acquiring bank, the major payment card associations and payment card companies. If during the term of an Agreement with CoFL, Supplier undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify CoFL of such circumstances.
- C. Supplier further represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with all applicable PCI standards, and are in compliance with all applicable PCI standards, including but not limited to Payment Application Data Security Standards (PA-DSS), Point to Point Encryption Solution Requirements (P2PE) including approved card readers or Point of Interaction (POI). As verification of this, Supplier agrees to provide at least annually, and from time to time upon written request of CoFL, current evidence (in form and substance reasonably satisfactory to CoFL) that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification as may be required.
- D. Supplier will immediately notify CoFL if it learns that it is no longer PCI compliant under one of the standards identified above, or if any software applications or encryption solutions are no longer PCI compliant.

**ATTACHMENT 1**

- A.** Supplier will develop, implement, and maintain a comprehensive Information Security Plan that is written in one or more readily accessible parts and contains administrative, technical, and physical safeguards. The safeguards contained in such program must be consistent with the safeguards for protection of Protected Information and information of a similar character set forth in any state or federal regulations by which the person who owns or licenses such information may be regulated.
- B.** Without limiting the generality of the foregoing, every comprehensive Information Security Plan will include, but not be limited to:
- i. Designating one or more employees to maintain the comprehensive Information Security Plan;
  - ii. Identifying and assessing internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Protected Information and of CoFL Information Resources, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, including but not limited to:
    - a. Ongoing employee (including temporary and contract employee) training; employee compliance with policies and procedures; and
    - b. Means for detecting and preventing security system failures.
  - iii. Developing security policies for employees relating to the storage, access and transportation of records containing Protected Information outside of business premises.
  - iv. Imposing disciplinary measures for violations of the comprehensive Information Security Plan rules.
  - v. Preventing terminated employees from accessing records containing Protected Information and/or CoFL Information Resources.
  - vi. Overseeing service providers, by:
    - a. Taking reasonable steps to select and retain third-party service providers that are capable of maintaining appropriate security measures to protect such Protected Information and CoFL Information Resources consistent with all applicable laws and regulations; and
    - b. Requiring such third-party service providers by contract to implement and maintain such appropriate security measures for Protected Information.
  - vii. Placing reasonable restrictions upon physical access to records containing Protected Information and CoFL Information Resources and requiring storage of such records and data in locked facilities, storage areas or containers.
  - viii. Restrict physical access to any network or data centers that may have access to Protected Information or CoFL Information Resources.

- ix. Requiring regular monitoring to ensure that the comprehensive Information Security Plan is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Protected Information and CoFL Information Resources; and upgrading information safeguards as necessary to limit risks.
- x. Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing Protected Information and of CoFL Information Resources.
- xi. Documenting responsive actions taken in connection with any incident involving a Breach, and mandating post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of Protected Information and CoFL Information Resources.

### **Computer System Security Requirements**

To the extent that Supplier electronically stores or transmits Protected Information or has access to any CoFL Information Resources, it will include in its written, comprehensive Information Security Plan the establishment and maintenance of a security system covering its computers, including any wireless system, that, at a minimum, and to the extent technically feasible, will have the following elements:

- A. Secure user authentication protocols including:**
  - i. Control of user IDs and other identifiers;
  - ii. A secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
  - iii. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
  - iv. Restricting access to active users and active user accounts only; and
  - v. Blocking access to user identification after multiple unsuccessful attempts to gain access or the limitation placed on access for the particular system.
  - vi. Periodic review of user access, access rights and audit of user accounts.
- B. Secure access control measures that:**
  - i. Restrict access to records and files containing Protected Information and systems that may have access to CoFL Information Resources to those who need such information to perform their job duties; and
  - ii. Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, which are reasonably designed to maintain the integrity of the security of the access controls.
- C. Encryption of all transmitted records and files containing Protected Information.**
- D. Adequate security of all networks that connect to CoFL Information Resources or access Protected Information, including wireless networks.**
- E. Reasonable monitoring of systems, for unauthorized use of or access to Protected Information and CoFL Information Resources.**



- F.** Encryption of all Protected Information stored on Supplier devices, including laptops or other portable storage devices.
- G.** For files containing Protected Information on a system that is connected to the Internet or that may have access to CoFL Information Resources, reasonably up-to-date firewall, router and switch protection and operating system security patches, reasonably designed to maintain the integrity of the Protected Information.
- H.** Reasonably up-to-date versions of system security agent software, including intrusion detection systems, which must include malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.
- I.** Education and training of employees on the proper use of the computer security system and the importance of Protected Information and network security.

With reasonable notice to Supplier, CoFL may require additional security measures which may be identified in additional guidance, contracts, communications or requirements.

**APPENDIX C – BIDDER QUESTIONNAIRE****EMERGENCY MEDICAL SERVICES BILLING & ELECTRONIC PATIENT CARE  
REPORTING SERVICES**

1. Do you have experience and knowledge of Florida Medicare and Medicaid billing for at least one (1) year and can you verify experience with a minimum two (2) Florida municipal agencies?

Answer:

2. Have you successfully installed, integrated, tested and had acceptance of the proposed EPCR system for at least two (2) Florida governmental agencies within the last three (3) years.

Answer:

3. Does your software offer NFIRS (National Fire Incident Reporting Software) module for purchase?

Answer:

4. Are you compliant with the Florida Emergency Medical Services Tracking and Reporting System (EMSTARS)?

Answer:

5. Can you provide two (2) reference account where the agency has received a minimum EMSTARS EMS data quality score of 95% or higher within the last year?

Answer:

6. Can you provide a copy of a recent SAS 70 type I or type II independent service auditor's report on the controls placed in its operations and data centers as well as a copy of its disaster and recovery policies and procedures?

Answer:

7. Can you provide two (2) reference accounts from Florida government agencies, where the vendor's billing and EPCR solutions are both being used by each referenced client?

Answer:

8. Do you have Customer Service Representatives (CSR) available seven days a week during normal business hours eastern standard time that can read, write, and speak fluently in English, Spanish, and Creole? It is not necessary that each CSR speak in all three languages but there must be sufficient CSRs available to conduct business in each language.

Answer:

9. Do you have sufficient staffing to ensure smooth and efficient operation of Emergency Medical Transport Reporting, Billing, and Collection Services?

Answer:

10. Can you provide technical support with trouble shooting and correcting issues that may arise with the computer laptop systems hardware, software and connectivity and provide application support to users entering EPCR reports and accessing the quality control application from desktop clients via a 1-800 number Computer Help Desk support line seven days a week 24 hours a day?

Answer:

11. Do you have a local office within Broward County, Dade County or Palm Beach County, FL with staff capable of meeting with City staff on an as needed basis?

Answer:

12. Do you have an office in Florida with staff capable of meeting with City staff on an as needed basis?

Answer:

13. If awarded the contract, what is your anticipated lead/implementation time?

Answer:

## Question and Answers for Bid #12176-795 - EMS Ambulance Billing & Electronic Patient Care Reporting

### Overall Bid Questions

#### Question 1

**Required Forms: Is the City expecting Vendors to respond online to the General Ts&Cs, Non Collusion Affidavit, Non Discrimination Cert. Form, Payment by P-Card Form, Local Price Preference Cert. Form and Bid Proposal Cert. Form?** These appear to all be Google documents. Since all of these forms were provided with the RFP as either a PDF or Word format, can the Vendor submit these forms with the bid response, rather than working with online Google documents? Please advise If we do not respond to the forms online, will the City and BidSync flag the response as Non-Responsive?  
Conversely, the RFP states to include printed versions of the forms. Please clarify what the City would like to see.  
(Submitted: Sep 21, 2018 11:11:34 AM EDT)

#### Answer

- All required forms must be printed, signed and included in the packet as part of your mailed proposal. All forms and documents should be in same order they appear on Bidsync. (Answered: Oct 5, 2018 4:18:17 PM EDT)

#### Question 2

**Section H. RFP Question: Contractor must be able to provide a process for requesting Interfacility and/or Routine transfers online with all required FLFR paperwork completed when the request is submitted at no cost to the City.**  
Vendor Question: Is the City requesting software that is able to perform this function? (Submitted: Sep 21, 2018 11:12:19 AM EDT)

#### Answer

- Perhaps Question could be reworded as follows: It is preferred that the contractor have the capability to provide a process for requesting interfacility and/or routine transfers online with all required paperwork completed when the request is submitted at no cost to the City.  
And if so here is the Answer: "This would be a billing portal that a hospital could login to, complete the required paperwork (PCS form, Insurance information, transferring and destination facility) submit and this would generate a request for an interfacility transfer. We are licensed to provide interfacility/routine transfers but are not actively pursuing this at this time. (Answered: Oct 5, 2018 4:18:17 PM EDT)

#### Question 3

**VI. Page 43. RFP Question: Cost Proposal Page. Optional / Additional Products:**  
In the event that the vendor can provide services as referenced in section 2.2(H), what is the percentage of net revenue\* (\$700,000 X \_\_\_\_\_ %) (percentage of revenue Fee) = \$\_\_\_\_\_ (Total annual estimated annual cost to the City).  
Vendor Question: Please clarify the section being referenced as Section 2.2(H), as we cannot locate this item within the RFP. (Submitted: Sep 21, 2018 11:13:05 AM EDT)

#### Answer

- The correct section is 3.3 I (Preferred Qualifications/Capabilities). (Answered: Oct 5, 2018 4:18:17 PM EDT)

#### Question 4

**Is supporting documentation (e.g., Attachments) excluded from the desired 50-page, double-sided page limit?** (Submitted: Sep 21, 2018 11:17:36 AM EDT)

#### Answer

- Yes, supporting documents are excluded from the desired 50 page limit. (Answered: Oct 5, 2018 4:18:17 PM EDT)

#### Question 5

**Please provide your current billing vendor.**  
What percentage is the City paying for billing?

Pleaser provide your current ePCR vendor.

What percentage are you paying for ePCR?

What percentage are you currently paying for hardware?

Does the contract with the current vendor still have term options remaining on the contract?

Who are the committee members and what are their positions within the city? **(Submitted: Sep 26, 2018 10:37:54 AM EDT)**

#### Answer

- a. Current Billing Vendor " ADPI/Intermedix

b. What percentage is the City paying for billing " 3.75% of Net Revenues Excluding Medicaid Claims.

c. What percentage are you paying for ePCR " 0%

d. What percentage are you paying for hardware " 1.6% of Net Revenues

e. Additional information:

(e1) \$9.00 per/billing = Medicaid;

(e2) 12% of Net Revenues (AHCA/PEMT " Supplemental Medicaid Reimbursement)

f. Does the contract with the current vendor still have term options remaining on the contract " No

g. Who are the Committee members and what are their positions within the City " TBD, committee not selected as of this date. **(Answered: Oct 5, 2018 4:18:17 PM EDT)**

#### Question 6

Can you please define/clarify:

B. Perform the invoicing, collection, and generation of any and all insurance forms and filings, record maintenance and preparation of standard and/or custom reports, as requested or required by FLFR.

**(Submitted: Sep 26, 2018 2:46:21 PM EDT)**

#### Answer

- Custom reports (examples but not all inclusive):

a. Monthly " Narcotic usage

b. Weekly " Frequent flyers, NMN

c. Daily " Medication administration

d. Other reports " Cardiac Arrest, Missing signatures, Narcan administration, Homeless/at large

**(Answered: Oct 5, 2018 4:18:17 PM EDT)**

#### Question 7

Can you please define/clarify:

C. Prepare quarterly State of Florida aggregate EMS reports. **(Submitted: Sep 26, 2018 2:46:37 PM EDT)**

#### Answer

- Refer to the following websites <http://www.floridaemstars.com/index.htm> and <https://nemsis.org> for information on EMSTARS and NEMSIS. Our current vendor submits all required information and data points for EMSTARS and NEMSIS. **(Answered: Oct 5, 2018 4:18:17 PM EDT)**

#### Question 8

Can you please clarify:

H. Contractor must be able to provide a process for requesting Interfacility and/or Routine transfers online with all required FLFR paperwork completed when the request is submitted at no cost to the City. **(Submitted: Sep 26, 2018 2:47:03 PM EDT)**

#### Answer

- Refer to question/answer #2. **(Answered: Oct 5, 2018 4:18:17 PM EDT)**

#### Question 9

Can you please define/clarify:

Prepare and process quarterly FLFR's State of Florida EMS pre-hospital data collection report, in a format designated by EMS Tracking and Reporting System (EMSTARS). **(Submitted: Sep 26, 2018 2:47:33 PM EDT)**

#### Answer

- Refer to question/answer #7. **(Answered: Oct 5, 2018 4:18:17 PM EDT)**

#### Question 10

Can you please define/clarify:

K. Software must be capable of exporting to StatsFD the apparatus and incident (NIMS) data for statistical analysis. **(Submitted: Sep 26, 2018 2:47:50 PM EDT)**

**Answer**

- Software must have the ability to export data (incident and apparatus records) into third party software to analyze response data. No Protected Health Information (PHI) needs to be reported. (Answered: Oct 5, 2018 4:18:17 PM EDT)

**Question 11**

Can you please clarify:

C. Contractor will prepare and provide Fort Lauderdale Fire Rescue Administration monthly reports as required by Fort Lauderdale Fire Rescue. (Submitted: Sep 26, 2018 2:48:11 PM EDT)

**Answer**

- Refer to question/answer #6. (Answered: Oct 5, 2018 4:18:17 PM EDT)

**Question 12**

Can you please clarify:

E. Contractor shall provide data on fee schedules of other EMS providers within Monroe, Miami-Dade, Broward and Palm Beach Counties. (Submitted: Sep 26, 2018 2:48:22 PM EDT)

**Answer**

- Contractor must provide current fee structures from Government agencies in Monroe, Miami Dade, Broward, and Palm Beach County on an annual basis. (Answered: Oct 5, 2018 4:18:17 PM EDT)

**Question 13**

Can you please clarify:

j - Communications with Ft. Lauderdale serviced hospitals and k - Surveys (Submitted: Sep 26, 2018 2:48:56 PM EDT)

**Answer**

- Not sure what is being asked, please clarify. (Answered: Oct 5, 2018 4:18:17 PM EDT)

**Question 14**

Can you please clarify:

m - Computer / Hardware / Software/ Report Writing And Computer Aided Dispatch requirements (Submitted: Sep 26, 2018 2:49:21 PM EDT)

**Answer**

- 4.2.4.1.m Vendor will provide computer/hardware/software connection to the Computer Aided Dispatch (CAD) which is currently Premier One CAD or any other CAD that may be utilized. Refer to 3.5.1 (A.1) for technical specifications. (Answered: Oct 5, 2018 4:18:17 PM EDT)

**Question 15**

What are your total number of billable transports, total charges, and total payments for 2017? (Submitted: Oct 4, 2018 9:11:25 AM EDT)

**Answer**

- Total transports - 26,218

Total Charges - \$21,450,186.65

Total Payments - \$6,319,343.80 (Answered: Oct 5, 2018 4:18:17 PM EDT)

**Question 16**

What were your total number of Medicaid transports in 2017? (Submitted: Oct 4, 2018 9:11:56 AM EDT)

**Answer**

- Medicaid transports in 2017 were at 5608 (Answered: Oct 5, 2018 4:18:17 PM EDT)