



Request for Proposal

For Billing and Revenue Cycle Services

**EMERGENCY
MEDICAL SERVICES**



Schedule of Critical Dates:

1. 01/16/2024 RFP Published on City Website
2. 02/05/2024 Pre-proposal conference
3. 02/12/2024 Last day to submit questions
4. 02/20/2024 Addendum
5. 02/29/2024 Proposal submission deadline

LATE PROPOSALS WILL NOT BE ACCEPTED

Pre-proposal conference

A pre-proposal conference will be held on February 5, 2024. Interested parties may ask questions or seek clarification pertaining to this Request for Proposals (RFP) and the services desired by email to ERomero@clevelandohio.gov. When registering, it will be necessary to provide the names of all attendees.

Addendum to the RFP

The last day for submission of questions is February 12, 2024. If necessary, an addendum to this RFP will be published on the City's website on February 20, 2024.

Submitting proposals

Each firm must submit copies of their technical proposal and fee proposal to email ERomero@clevelandohio.gov, no later than 5:00p.m. on February 29, 2024. The technical and fee proposals should be sent as separate documents. No proposals will be accepted after that date and time unless the City extends the deadline by written addendum.

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities and technicalities to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered, in the sole discretion of the City, to be in the City's best interests. The City may modify or amend any provision of this notice or the RFP at any time.



Table of Contents

Introduction	Page 4
Requested Scope of Services	Page 7
Proposal Format	Page 17
General Vendor Requirements	Page 19
Proposal Evaluation and Selection	Page 20
Agreement Process	Page 22
Terms and Conditions	Page 23
Attachments	Page 30



INTRODUCTION

Objective

The City of Cleveland (City), acting primarily through its Department of Finance (Department), invites the submission of proposals from firms with expertise and experience in municipality emergency medical service revenue cycle to include billing, coding, reimbursement and compliance services.

The City has been providing the billing and collection services in-house for 9-1-1 ambulance services provided through its Division of Emergency Medical Services. However, The City is transitioning to a contracted service to improve the timeliness and compliance of its billing functions. Initially, the vendor will receive a batch of EMS backlogged claims, estimated around 40,000 EMS runs to code, bill and collect on.

Contract Term

Any contract awarded pursuant to the RFP solicitation shall be for a base contract period of three (3) years plus two (2) - one (1) year extensions mutually agreed to by both parties.

Background - EMS

The City of Cleveland's Emergency Medical Service (EMS) provides 9-1-1 emergency ambulance transports to the residents and visitors across the City using its 25 state-of-the-art advanced life support ambulances. The City of Cleveland covers an area that is 82 square miles, responding to the needs of just under 375,000 residents. In 2022, EMS Billing (EMSB) coded, billed and sought reimbursement for over 75,000 ambulance runs. The City's transport metrics, service levels/fee schedule and Payor mix are as follows



Transports 2022

Service Level	Transports
Basic Life Support	42,199
Advanced Life Support Level 1	32,687
Advanced Life Support Level 2	269

Ambulance Service Level/Fee Schedule

Service Level	Fee (7.1.22 and after)
Basic Life Support	\$748.80
Advanced Life Support Level 1	\$889.20
Advanced Life Support Level 2	\$1,287.00
Mileage	\$16.04

Payor Mix 2022

Category	Volume
Medicare	9,566
Medicaid	37,843
Commercial	20,903
Bill Patient	6,875



EMS does not bill for non-transport services and calls, excluding cardiac arrest calls where a patient is worked on at the scene and the resuscitative efforts are terminated in the field. Patient Care Reports (PCRs) are completed in an electronic reporting system (Zoll). Included within the electronic PCR is the consent to bill form.

This RFP does not obligate the City to complete the selection and contract award process. The City reserves the right to accept or reject any and all proposals, request additional information from any and all proposers to assist the City in its evaluation process, amend or withdraw this RFP prior to the announcement of the selected firm and award the proposed services in whole or in part, to one or more firms. In case of an amendment to the RFP, all proposers will be provided with a copy of any such amendment(s) and be afforded the opportunity to revise their proposals in response to the RFP amendment.



REQUESTED SCOPE OF SERVICES

Emergency Medical Services Billing (EMSB) and Collection Services

This section describes the billing and collection service requirements. The Respondent must address each of the requirements in this section as part of its detailed proposal submission and is free to offer alternative solutions that could be beneficial to the City.

The City will provide the Vendor access to its billing systems, RescueNet and Zoll Billing. The Vendor should be capable of efficiently processing all EMS claims through said billing systems within an established period, securely and within all insurance and government standards and regulations. The Vendor must comply with all performance goals established at the time of the contract and will be responsible for producing detailed reports dependent upon the City's need.

Notwithstanding any other provision of this Agreement, Vendor must, at all times, maintain strict compliance with HIPAA and all other applicable laws and regulations.

Policy Goals

The Department of Finance will utilize the agreement reached between the Selected Respondent and the City to achieve certain policy goals, including, but not limited to:

1. Minimize risk of contractual and/or performance problems by engaging a firm both capable of and willing to act in partnership with the City.
2. Outsource the billing and revenue cycle functions to ensure claims are submitted to proper Payor or patient within 14 days of the date of service.
3. To manage all accounts receivable and revenue recovery functions of the ambulance claim revenue cycle.
4. Achieve total compliance with HIPAA and other applicable laws and regulations, designed to protect the privacy, confidentiality, integrity and security of patient health records, billing records and other individual identifiable health information.
5. Achieve total compliance with Federal, State and Local rules and regulations designed to provide guidelines for required documentation on signature protocol, medical necessity, mileage calculation, coding, claim submission and all audits.

Service Levels

The Vendor will be required to meet minimum service levels. Final service levels are subject to contract negotiation. Service levels will include but may not be limited to the following:

1. Customer service will operate a call center between the hours of 8:00 AM and 5:00 PM (EST), Monday through Friday.
2. The average wait time must be held to a minimum, not to exceed 2 minutes and voicemail messages must be returned within 24 hours.
3. The Vendor's system must be available and operational 99.5% of the City's business hours per month.
4. Excluding the initial batch, the Vendor must identify and submit claims to the proper Payor, or when applicable, the patient; within 14 days.
5. The Vendor must work to find, validate and bill medical insurance for patients. Information provided on hospital reports may not be complete and may require calling the patient or facility to obtain current information. All information, no matter how it is provided, must be verified prior to submission.
6. All payments must be deposited within 24 hours of receiving, with the exception of weekends and holidays. All payments, including zero payments, deductibles, co-insurance, must then be applied to the patient account



- within 2 days. In situations where a secondary insurance or patient balance remain, that must be billed within 2 days of posting the primary payment.
7. Resolution of insurance denials and claim disputes must be worked within 72 hours of receipt. All documents used in resolution must be stored within the run.
 8. Vendor must adhere to procedures to notify the City of defined issues and/or events.
 9. Vendor must have sufficient staff dedicated to the City's contract to meet all standards outlined.
 10. Vendor must provide standard and ad hoc reports as required by the City by the report due date.
 11. Identification of overpayments and refunds must be reported within 48 hours from the date of notice or identification.

At any time subsequent to six months after the effective date, City or Vendor may initiate negotiations to review and to improve any service level that either party reasonably believes to be in need of adjustment or to implement or remove a service level. Vendor shall implement all service level adjustments upon which the parties, negotiating in good faith, mutually agreed upon in writing.

Functional Requirements

1. Capability to access the City's billing systems; Zoll Billing and RescueNet.
2. Maintain continuous access to the internet.
3. Establish and sustain open communication through phone, email and software at all times listed throughout this request.
4. Essential cybersecurity practices.

Documentation Auditing

The Department of Finance requires the Vendor to have expert level knowledge and employ staff that is certified by the National Academy of Ambulance Compliance (NAAC) and maintain the Certified Ambulance Documentation Specialist (CADS) certification to perform quality assurance reviews on all documentation submitted for billing.

The Department of Finance requires all documentation be audited for quality assurance prior to bill submission. It is critical that any and all documentation issues/errors be reported back to the City via documented processes established by the City.

The pre-bill documentation audit will be conducted by the Vendor, documented and reported to the City on a monthly basis.

Billing and Collections

The Department of Finance requires the Vendor to have expert level knowledge and employ staff that are certified by the National Academy of Ambulance Compliance (NAAC) and maintain the Certified Ambulance Coder (CAC) and Certified Ambulance Compliance Officer (CACO) through continuing education units (CEU) and yearly trainings. The City considers it essential that the Vendor conduct the following and only employ those competent enough to execute the list below within full compliance of all HIPAA, Federal, State and insurance regulations, where applicable.

1. Working knowledge of 837/835 EDI files.
2. Performing a clear, precise and organized EMS transportation claim creation process based on being a municipality that solely responds to 9-1-1 dispatched calls, to include: identification of accurate patient and their demographics, discovery and verification of all medical or liability insurance; primary, secondary and tertiary. Determination of billable transport. Assignment of diagnosis coding based on PCR. The assignment of EMS level of service based on interventions performed and The City Record, along with all proper modifiers. Vendor must have billers with expert level knowledge of all CMS regulations and rules.
3. Processing of payments: accurate posting of payments, denials and all adjustments, for all electronic, credit card and paper check payments from



- Payors, medical insurance, worker's compensation, attorney and patient. Along with the maintenance of source documentation from all.
4. Resolution of claim denials and/or underpayments; including but not limited to claim reprocessing, reconsiderations and redeterminations, appeals, along with performing all follow-up services with insurance companies.
 5. Receipt and management of incoming mail.
 6. Obtaining supplemental information for accounts with unidentified or missing patient information through hospital correspondence, insurance portals and other sources.
 7. Providing toll-free customer service for telephone inquiries.
 8. Host and maintain all detailed patient records as backup documentation and audit support.
 9. Process refunds according to City policy.
 10. Process returned payments according to City policy and notify the City weekly.
 11. Perform monthly self-audits for billing compliance with Medicare, Medicaid and other applicable regulations and report those findings back to the City on a monthly basis.
 12. Maintain and update uncollectible accounts according to established processes between the City and its collection vendor.
 13. Continually monitor claims and contact insurance companies and other providers to determine status of open claims.
 14. Perform pre-submission audits to ensure all claims submitted for reimbursement:
 15. Accurately represent the medical condition of the patient and the services provided.
 16. Are supported by complete documentation, including patient signatures or required alternative.

Collection Efforts

The Vendor will be required to continue to make every effort to collect outstanding charges on behalf of the City until the account is returned to the City. Collection efforts on behalf of the City will include, but are not limited to, locating patient or debtor contact information, submitted invoices to be sent and collection phone calls.

1. Collection processes for each patient account must be performed in accordance with applicable Federal, State and City laws, regulations, policies and procedures. This is including, but not limited to, HIPAA Transaction and Code Set Standards, the Identity Theft Prevention Rules, the Fair Debt Collection Practices Act and the Fair Credit Reporting Act.
2. All billing and collection efforts, including copies of any correspondence, must be tracked and noted within the patient's claim.
3. The Vendor must perform and maintain the following functions:
 - a. Identification of accounts that are uncollectible (based on rules established by the City) and referral of those accounts back to the City.
 - b. Implementation of and adherence to the City approved write off policy and procedures covering those individuals unable to pay transport fees.
 - c. Make phone calls to responsible parties regarding unpaid accounts.
 - d. Retaining insurance history and information for an account, including but not limited to:
 - i. Effective dates of coverage;
 - ii. Policy numbers;
 - iii. Claim denials;
 - iv. Appeals; and
 - v. Any and all correspondence with insurance companies, government entities, or health care providers.
4. Provide and manage payment plan programs, as directed by the City, for debtors.



5. Locating Patient or debtor contact information, sending billing notices and collection phone calls.
6. All notices and telephone calls must be approved in writing by the City prior to implementation.
7. All collection activities shall be undertaken in only the City's name. Vendor's name shall not be used for collections or appear on any collections materials.

Compliance

1. At all times, and notwithstanding any other provision of this RFP, the Vendor and all sub Vendors are required to comply with all laws and regulations, including but not limited to:
 - a. HIPAA;
 - b. False Claims Act (FCA);
 - c. Anti-Kickback Statute (AKS);
 - d. Red Flag Rules;
 - e. Federal law regarding substance abuse treatment is protected by the provisions of 42 United States Code (USC) Section 290dd-2, and the regulations implementing these laws at 42 Code of Federal Regulations (CFR);
 - f. No Surprise Act; ORC 3901.384; ORC 3901.388; ORC 2305.06-08
 - g. Any other Ohio law, federal law, or regulation that protects the privacy, confidentiality, integrity, and security of individually identifiable health information.
2. Vendor must provide personnel having substantial expertise in matters related to Federal and State of Ohio compliance regulations in relation to EMS billing and collections.
3. The Vendor will be functioning as a Business Associate of the City.
4. Vendor is required to have a compliance department/unit and program which includes, but is not limited to:
 - a. A Compliance Officer with expertise in Federal and State EMS billing regulations concerning Medicare, Medicaid, and all other applicable laws, rules, and regulations.
 - b. The development and distribution of written standards of conduct, policies and procedures that promote the Vendor's commitment to compliance.
 - c. Operating, monitoring and reporting the Vendor's compliance program.
 - d. The development and implementation of regular, effective education and training programs for all affected employees, agents, and City employees.
 - e. The investigation and correction of identified systemic programs and the development of policies addressing the non-employment of sanctioned individuals. Notification within 24 hours should this issue arise.
 - f. The use of audits and other risk evaluation techniques to monitor compliance and assist in the reduction of identified program areas.

Compliance Audits

1. Compliance Audit. The Vendor is required to perform and report a compliance audit(s) on a monthly basis to ensure that all claims were properly submitted to federal/state programs for reimbursement. The audit must entail the review of the following:
 - a. Level of Service - must determine if the transport was coded for the correct level of service
 - b. Mileage Billed - is not excessive nor undercharged
 - c. Signature Compliance - must follow Medicare signature requirements
 - d. Multiple Patient Transport in same ambulance unit



- e. Medical Necessity - must determine if the documentation on the PCR supports medical necessity
- f. Utilizing the compliance audit results the Vendor will:
 - i. Compute error rates
 - ii. Evaluate the cause of errors
 - iii. Take corrective action, as required
 - iv. Quantify and specifically identify all overpayments and/or underpayments
 - v. Refund any overpayments identified
- 2. Denied Claim Audit. The Vendor is required to conduct monthly audits of denied claims. As a result of the audit of denied claims, Vendor will:
 - a. Determine if a pattern of denial exists
 - b. Evaluate the cause
 - c. Take appropriate corrective action
- 3. Post-payment Audit. The Vendor is required to review payment source documentation to:
 - a. Validate payment was received
 - b. Determine if the insurance payment received matches the patient billed
 - c. Determine if the fee was paid at the correct rate appropriate for the payer
 - d. Determine if the claim was underpaid by the payer
 - e. Take appropriate action to remedy payments received in error
- 4. The Vendor must provide the City a detailed report of all audit findings in the format specified by the City monthly.

All bills, notices, forms, etc. sent on behalf of the City are required to be in a form approved by the City.

Hospital Data Capture Process

The Vendor must securely receive data provided by local Cleveland area hospitals from where patients were transported and use that data to assist in effectively billing for the services provided. This process is primarily used to update patient demographics and identify insurance information.

Operational Requirements

The Vendor must manage an inbound/outbound call center. At a minimum, the Vendor must:

1. Provide and maintain all information technology equipment and connections during business hours.
2. Provide adequate staffing levels to perform coding, billing, collections, payment processing, reporting and respond customer service requests in a timely manner.
3. The operations center should be available, at a minimum, Monday through Friday, 8 a.m. to 5 p.m. EST.
4. Provide a toll free number for patients to call for customer service inquiries related to billing.
5. Maintain a call center capable of handling the City's Patient call volume.
6. Provide an answering service that is connected and available 24 hours a day to handle overflow calls as well as incoming calls outside of business hours. Respond to those calls within 1 business day.
7. Respond to Patient inquiry calls in English or Spanish.



Third Party Audits

The Vendor is required to provide audit reports from an independent third party, as outlined in the OIG Compliance Program Guidance for Third-Party Medical Billing Companies and subject to approval by the City, The audit reports must certify that the Vendor's billing and collections comply with applicable regulations and specifically speak to Medicare and Medicaid. The Vendor must assume all costs associated with providing the required Third Party audit report.

Controls and Security

The Vendor is required to comply with all applicable laws and regulations, including but not limited to HIPAA. All data provided to or acquired by the Vendor pursuant to providing Services under Agreement with the City of Cleveland, remains the property of the City and must be safeguarded in accordance with all such provisions. Vendor must manage all City content (e.g. data, records, documents), as applicable, and implement processes and procedures as may be necessary in order to manage such content in accordance with all requirements such as, but not limited to:

1. Implement fully auditable billing, collection and accounts receivable policies and procedures developed in accordance with Generally Accepted Accounting Principles (GAAP).
2. Mitigate and protect against all known and reasonably predictable security threats and vulnerabilities, including but not limited to: (a) unauthorized access, (b) unauthorized changes to system configurations or data, (c) disruption, degradation, or denial of service, (d) unauthorized escalation of user privilege, (e) service fraud, and/or (f) improper disclosure of confidential information.
3. Demonstrate to the satisfaction of the City that Vendor has developed and implemented a System Security Plan (the "Plan") that details all methods of security used to safeguard and protect the confidentiality and integrity of all PHI (as that term is defined in 45 CFR 160.103) created, received, maintained, or transmitted, by Vendor for or on behalf of the City. This Plan must include, among other things, details describing the system's adherence to and compliance with the HIPAA Security Rule, the City's security policies and procedures, security aspects of the system's physical architecture, detailed descriptions of all user access roles and their corresponding security levels; and the security related to business requirements and external interfaces. The plan must also include a diagram(s) and explanation of the Vendor's security architecture and address any known security vulnerabilities within the solutions and recommended practices for protection against security incidents and/or breaches of unsecured protected health information. This plan must provide a mitigation strategy for handling all security incidents or breaches.
4. Establish and maintain a documented security program, including detailed operational procedures for:
 - a. Monitoring, detecting and remediating system, network and applications for known security vulnerabilities
 - b. Intrusion and security breach detection, prevention and incident response handling
 - c. Configuration management of systems, network and applications
 - d. Securing/managing user access to data, systems and network
 - e. Securing physical premises and access to facilities.
5. Appoint an individual within the organization:
 - a. To be responsible for ensuring that the Compliance relative to information security and privacy policies are appropriately enforced.
 - b. To serve as a liaison to the City for matters regarding security, privacy and security incident response.
6. Ensure that all components of the information system used to create, receive, transmit, or store PHI for or on behalf of the City are secure and that the collection and transmission of information conforms to industry standards.



- Vendor is required to establish a firewall-protected and HIPAA compliant method acceptable to the City by which the City can send PHI regarding Patients to the Vendor and demonstrate that proper policies, procedures, training and monitoring, detection, and alerting are in place to ensure the security and privacy of paper and electronic records.
7. Maintain all documents, records and Patient information in a safe and secure manner that allows inspection and audit by the City. If for any reason it is necessary to enter paper-based PCRs to the Vendor's database:
 - a. The Vendor must maintain files of all original paper PCR's received from the City.
 - b. Retrieve these documents when requested by the City.
 8. Apply accounting procedures for reconciling all deposits, receivables, billings, Patient accounts, adjustments and refunds as appropriate for the relevant subject matter type.
 9. Ensure gross receipts from transport fees are directly deposited into the City's bank account.
 10. Work with the City's Law Department, as may be required, to support any legal action.
 11. Maintain quality control procedures to ensure that appropriate correspondence is generated in accordance with established intervals and is based on the level of delinquency or severity of the collection problem.
 12. Obtain City approval of scripts and protocols utilized for answering or placing calls.
 13. Fully cooperate, in a timely manner, with City auditors whenever requested.
 14. Conduct a self-audit monthly to ensure conformance to policies, procedures, ordinances and regulatory requirements.
 15. Report any material deviations from policy to designated Department of Finance management immediately.

Customer Service

The Vendor is required to provide customer service for Patients and at a minimum must perform the following duties:

1. Respond to and resolve all EMS Patient inquiries and complaints regarding the billing and collection of transport fees according to Service Level Requirements. Update the patient record within the billing software with notes containing data about each inquiry, call, and complaint.
2. Refer all complaints involving quality of care, identity or denial of transport to representative designated by the City within 24 hours.
3. Enter individuals who are unable to pay the full amount due, into structured payment plans or financial assistance program per City policy.
4. Obtain name, address, and insurance information from hospitals and/or Patients and update system accordingly.
5. Request additional information from Patients in order to re-submit claims that resulted in eligibility denials.
 - a. Respond to correspondence from Patients and payers.
 - b. Receive and follow-up on requests from insurance companies for medical record documentation where appropriate and authorized. Notify the City immediately.
 - c. Follow-up on all rejected or denied claims and resolve all related issues to ensure that claims are paid and meet all regulatory deadlines.
 - d. Respond to and resolve all Patient inquiries and complaints regarding the billing and collection of ambulance fees in a prompt and satisfactory and maintain a log and report to City monthly.
 - e. Follow all City customer service protocols.



Payment Processing

1. Vendor is responsible for proper and accurate payment processing ensuring all payments are posted to the proper account from the correct payer within 24 hours of receipt of payment.
2. All payments collected by Vendor on behalf of the City must be deposited into a City bank account, posted to the Patient's account in the Vendor's system, and reported to the City in a manner prescribed by the City.
3. Payments made directly to the City processed via the City's cashiering system, shall be deposited into a City bank account by the City, and reported to the Vendor electronically for proper posting to the Patient's account in the Vendor's system.
4. The following are the current payment channels and processes for EMS payment processing:
 - a. Vendor is required to:
 - i. Import a daily payment file to update the Patient accounts in Vendor's system.
 - ii. Ensure all payments are processed on a daily basis.
 - iii. Upload supporting payment documentation to respective Patient accounts on a daily basis.
 - iv. Send a daily payment file to the City utilizing a secure Microsoft Teams site.
 - v. Monitor activities to ensure payments are received and processed properly.
 - vi. Post payments accurately to Patient's account in billing system within two business days of receipt.
 - vii. Vendor must forward any payments received at their location within 24 hours of receipt.
 - viii. Report to City any payments that were erroneously deposited that are not associated to an EMS account in Vendor's system within 24 hours.
 - ix. Vendor will receive daily payment files from the City via secure Microsoft Teams site.
 - x. Vendor must upload payment file to update the Patient accounts.
 - b. Credit Card Payments – Vendor is required to accept and process credit card payments via phone and website utilizing a designated portal whereby all funds are deposited directly and immediately into a City-designated bank account only.
 - i. Vendor will be responsible for all credit card phone processing, balancing and reporting.

Returned Payments

The Vendor must process returned payments according to City's policy.

1. NSF Checks
 - a. City will send a copy of the NSF documentation to the Vendor to make manual adjustments to Vendor's system adding the applicable NSF fee.
 - i. Vendor will continue to pursue Patient for ambulance charges and NSF fee.
2. Credit Card Chargebacks
 - a. Vendor will receive credit card disputes and respond according to the negotiated policies and procedures regarding credit card chargebacks, notifying the City within 24 hours.
 - b. Vendor will identify the Patient account and provide the City with supporting information to identify the payment.
 - c. Vendor will work with the City to determine validity and decision of dispute being the City's.
 - d. Vendor will continue to pursue Patient for ambulance charges and credit card chargeback fee on final chargebacks.



Refund Processing

1. Vendor is required to initiate the process surrounding refunds on overpaid or incorrectly paid accounts.
2. Vendor must be capable of identifying and flagging accounts that have been overpaid so that the Vendor can begin the refund process.
3. The refund process should include, but is not limited to the following:
 - a. Refunds are to be reported to the City within 2 days of receipt of notice or identification.
 - b. Vendor must determine the correct payer and the correct refund amount.
 - c. In the case of patient balance refunds, Vendor must determine if the Patient has another account with a balance due before issuing a refund to a Patient (responsible party in the case of a minor).
 - d. Vendor must complete a refund application checklist prior to submitting to City.
 - e. Vendor must prepare and provide to the City, a refund schedule in a Microsoft Excel format, or in another format that may be determined by the City, once all the items indicated above have been addressed.
 - f. Vendor should update their system to reflect any refunds issued within 2 business days of receiving confirmation from the City.

Reporting Requirements

1. The Vendor must establish a comprehensive reporting system that will enable the City to monitor the performance of services being provided. All reports will be provided by the Vendor, upon request.
2. Access to and distribution of reports to City of Cleveland personnel must be accomplished in a method that is fully compliant with HIPAA.
3. The Vendor shall be solely responsible for the sharing, transmission, or connection and hardware to allow City approved users' access to the related data and databases. Additionally, upon request of the City, the Vendor shall be responsible for providing data in the format requested by the City.

Standard Reports

1. The Vendor must provide a comprehensive set of standard reports, as defined by the City, which allow City representatives to monitor the performance of the billing programs.
2. Reports must be designed to give the City the information needed to measure performance, to predict and prevent any problems that might arise in the future, to formulate strategies for risk mitigation and to identify trends.
3. The Vendor must provide reports by the report due date and in the format requested by the City.
4. The following is a partial list of the reports that Vendor must provide via an SFTP secure site:
 - a. YTD Comparison Analysis
 - b. AR Reconciliation
 - c. Billing & Collections Comparison Report
 - d. Transports Received and Created
 - e. All Invoices Billed
 - f. Collections
 - g. Cash Log
 - h. Top Three Payers Comparison
 - i. Aged Account Report
 - j. Medicare Activity by DOS
 - k. Medicaid Activity by DOS
 - l. Original Signature Report (Invalid Signatures)
 - m. Invalid Signature Report by EMS Medic
 - n. Invalid/Missing Demographics by EMS Medic



- o. Unbillable runs due to documentation by EMS Medic
- p. Medical Necessity Report
- q. Denial Report
- r. Credit Balance Summary
- s. SLA Summary
- t. EMS Collections by Payer Type
- u. Unbillable Accounts Report
- v. Closed Accounts Report
- w. EMS Collection Percentage by Date Entered/DOS
- x. MBE/WBE Obligation
- y. Revenue Projections

Ad Hoc Reports

1. The Vendor must have the tools available to generate reports specific to the City's needs in a reasonable period.
2. The Vendor should have the functionality to refresh a prior ad hoc report and/or provide the City the tools to generate the report on the Vendor's system.
3. The tool(s) must be user friendly and not require a programmer to formulate a query and/or format a report.
4. Any required "end user layer" or "universe" must be provided by the Vendor.
5. Any training associated with the reporting software will be provided by the Vendor.



PROPOSAL FORMAT

All Vendors should use the following order and format for preparing and presenting their response:

1. Proposal Checklist - The Proposal Checklist (Attachment "D") must be completed and returned with the Vendor's proposal package.
2. Management Letter - The Vendor must include a management letter outlining the contents of the response. An authorized representative of the firm must sign the cover letter to verify the contents of the response. The letter also must incorporate the following:
 - a. A statement of commitment and an indication of the level of involvement of the Vendor.
 - b. A statement that the proposed solution will meet the requirements outlined in the RFP and/or a list of exceptions to the requirements in the RFP (Note: The city reserves the right to reject any proposal containing such exceptions, or to require modifications before acceptance.)
 - c. A statement indicating whether proprietary information has been included in the proposal.
 - d. A statement that the Vendor's proposal, including proposed fixed fees for services, will remain valid for a minimum period of one hundred twenty (120) days after the proposal due date. (Note that the city reserves the right to request that the Vendor extend the period during which the proposal will remain valid.)
 - e. All information contained within the response will become part of the final contract.
3. Executive Summary - The Vendor will provide an Executive Summary that condenses and highlights the proposal content (i.e., proposed product, services to be provided, high-level project management objectives, etc.). The Executive Summary should contain enough information to provide any City reviewer with a broad understanding of the entire proposal.
4. Vendor Background - The Vendor will provide detailed information on the company's background and experience, using the Vendor Background Information template (Attachment "E").
5. Vendor Client References - Each Vendor proposing as a Primary Vendor must provide at least three references. Vendors should reference only clients with fully implemented projects. References should have received a product and services similar to those proposed to the City of Cleveland. The Vendor must reply to this section using the Vendor Client Reference template provided in "Attachment F" of this RFP.
6. Proposed Solution and Professional Services - The Vendor's proposal must provide a comprehensive description of the proposed solution that builds on the high-level overview provided in the Executive Summary of the proposal. The Proposed Solution and Professional Services section should include, at a minimum, a detailed discussion of the Vendors:
 - a. Understanding of the general requirements of the City of Cleveland for both the solution and the provision of professional services.
 - b. General description of the proposed solution and specific information regarding:
 - i. Proposed project organization and structure, including an organization chart with areas of responsibility.
 - ii. Proposed project management services the Vendor will provide.
 - iii. Proposed high-level implementation plan, including milestones and major tasks.
7. Proposed Project Resources and Staffing - For this section, the Vendor must define the resources, the type and level of service to be provided by the resources to satisfy the city's requirements concerning implementing the outsourcing of EMS and Health claims. At a minimum, the Vendor must define:



- a. Expertise required to complete tasks and deliverables.
- b. Number of technical and non-technical resources (Vendor and City) that will be required to complete tasks.

The proposed project staffing must include all key staff (i.e., those persons dedicated for at least 50% of their time) to be assigned to this project. The staffing plan should show all proposed individuals, including their significant areas of responsibility during the project, and percent of the time to be dedicated to the project. The City reserves the right to approve or reject any changes to the Vendor's Project Manager or other key personnel after the contract award. The City also reserves the right to require personnel changes, with reasonable notice to the Vendor, following contract award if the city determines that such changes are in the best interests of the project.

8. Response to Functional and Technical Requirements -The Vendor must provide a response to each system requirement detailed in the Functional and Technical Requirements table (Attachment "G") by placing an "X" in the appropriate response box.

A RESPONSE MUST BE PROVIDED FOR EACH REQUIREMENT OR AN ASSUMPTION WILL BE MADE THAT THE VENDOR CANNOT ACCOMPLISH THE REQUIREMENT.

9. Vendor Relationships and Agreements - Provide a list of Vendor relationships and agreements with other Vendors with respect to this project.
10. Fee Proposal Format - The Vendor will provide a detailed fee proposal using the Vendor Fee Proposal Schedules template provided in Attachment "H" of this RFP. Items in the fee proposal should cover all cost components of the Vendor's proposed solution and represent the total cost of the solution and professional services to implement and deploy a system that meets the City of Cleveland's stated requirements.
- a. If the Primary Vendor (Vendor) uses Third Party Firms as part of the project, the cost of these firms must be included as part of the Primary Vendor's fee proposal. The Primary Vendor will be responsible for payment and other agreements made with any third party Vendor or Vendors.
 - b. The fee proposal is to be submitted under separate packaging. Failure of the Vendor to meet the requirements for submission of the fee proposal may result in disqualification of the proposal in its entirety.



GENERAL VENDOR REQUIREMENTS

To obtain the best possible solution and services, the city does not wish to dictate a proposed solution's specifics. Instead, the city encourages Vendors to be creative in proposing a solution that will best meet the city's stated requirements and advance the project.

Project Communication

The selected Vendor will be expected to provide the city with performance reports commencing after the first two weeks of contract performance or a mutually agreed upon dates. These reports will contain, at a minimum:

- 1.Planned versus actual accomplishments for the reporting period and an explanation for any variances between them.
- 2.Information regarding open issues/questions, identification of the person(s) to whom these are assigned, and a target resolution date; and

Potential problems, delays, or adverse conditions and suggested mitigation include identifying any assistance required by the Vendor from the city or other parties. Performance reports must be submitted via email at the end of each complete reporting period (to be determined by the city) to the City's Project Manager. The Vendor will be expected to attend meetings and/or teleconferences with project representatives, as reasonably requested by the city. The Vendor will be responsible for providing the City's Project Manager with meeting minutes within two (2) business days of such meeting and/or teleconference, which should describe action items, decisions made, and outstanding issues, concerns, or questions concerning performance raised by the City and/or the Vendor.

Commitment to Best Practices

The Vendor must articulate how emerging and/or future trends and technologies relating to the project will fit the proposed project plan. The Vendor will relate how it keeps current with emerging trends and provides best practices information to the city concerning this project.

Contract Compliance Forms

Respondents must review, complete, sign, and submit all of the City of Cleveland Contract Compliance Forms listed in the section titled "Attachment "C". These forms can be found under the "Forms" link in the Vendor Services section of the city's website.

One original signed copy of the responses to "Contract Compliance Forms" must be provided with the original signed proposal. Vendors are not required to provide additional copies of the forms with additional copies of their proposals.

Additional Information

The proposal may also include any additional information that may be helpful and relevant.



PROPOSAL EVALUATION AND SELECTION

Basis for Award

Proposals received in response to this request will be reviewed and evaluated by a team. The final selection will be based on the evaluation team's assessment of the respondents per the following evaluation criteria:

1. Quality, thoroughness, and clarity of the proposal.
2. How well the submitted package meets the city's needs.
3. Qualifications, capabilities, and experience of the firm and staff.
4. Vendor references.
5. Advantages and disadvantages to the city, which could result from the proposal.
6. Implementation strategy, project management, and commitment to a successful project.
7. Equal opportunity, MBE/FBE factor.
8. Price.

Round 1 - Acceptance Criteria Evaluation

The evaluation team will verify that the Vendor has complied with the following stipulations and acceptance criteria:

1. The Vendor adhered to the city's established process for communication with the city.
2. The Vendor submitted a proposal to the city on or before the submission deadline.
3. The cover of the Vendor's submission package contains the appropriate content designation, and all requested components of the submission package are included.
4. The Vendor has completed and submitted the Proposal Checklist (City will verify all documentation supplied by the Vendor, including all forms).
5. Review of Vendor's responses to the Technical and Functional Requirements matrix. "Attachment G."

Proposals that meet the acceptance criteria may progress to the next step in the evaluation process of Round 2 - Proposal Evaluation and Scoring. Failure by the Vendor to comply with the instructions provided or to submit a complete proposal may render a proposal not qualified for the award, except that the city reserves the right to waive minor irregularities. The city may also, solely at its discretion, choose to notify a Vendor of deficiencies in its response to the RFP and allow for remediation of such deficiencies.

Round 2 - Proposal Evaluation and Scoring

The second round of evaluation, which is the proposal Evaluation and Scoring, will be based on the following criteria:

1. Vendor Profile/Qualifications Information.
2. Scope and Quality of Response, Proposed Services, and Solution.
3. Functional and Technical Requirements Review.
4. Training and Support Services.

Round 3- Vendor Product Demonstration and Oral Interview

Qualified Vendors from Round 2 may be invited to conduct a product demonstration for the City of Cleveland. Demonstrations, not to exceed two hours, will be scheduled with each of the finalists within two weeks of selection. Detailed instructions on the demonstration requirements and the content will be provided at that time.



Fee Evaluation: The review of the Vendors' fee proposals will be based on the following criteria:

1. Completeness of response.
2. Consistency of proposed costs with the Vendor's proposed scope of services.
3. Overall realism and reasonableness of proposed costs.



AGREEMENT PROCESS

The Vendor whose proposal is selected will be offered the opportunity to enter into an agreement with the City. The scope, terms, and conditions of that agreement shall be in conformance with the terms, conditions and specifications described in this RFP and the proposal submitted by the Vendor shall become part of the agreement with the City.

The selected Vendor should be prepared to begin contract negotiations immediately upon notification of selection. If the Vendor is not able to begin contract negotiations, the City may disqualify the Vendor. The City reserves the right to negotiate the contract to include any portion or portions of the proposal.

The City shall not be responsible for any Vendor costs incurred in relation to the preparation of the Proposal, travel to any meetings or any other Vendor costs associated with proposal preparation.

The City of Cleveland's Law Department will prepare the contract. Vendor responses must identify a designated Contact Person authorized to negotiate the final terms and conditions with the Law Department. It should be noted, the Law Department uses the City of Cleveland's prepared contract forms and not standard Vendor contract forms.



TERMS AND CONDITIONS

Please review the following sample of standard terms and conditions, substantially in the form contained herein, that shall be included in the tailored contract prepared by the City's Law Department. No specific response to this section is required.

Subcontractors

Vendor shall not sublet or subcontract nor shall any subcontractor to it commence performance of any part of the work or services included in this Agreement without the previous written consent of the Director. Subletting, if permitted, shall not relieve Vendor of any of its obligations under this Agreement.

Vendor shall be responsible to the City for the acts or faults of any such subcontractor and of the subcontractor's officers, agents and employees, each of whom shall for this purpose, be deemed an agent or employee of Vendor to the extent of its subcontract. As a prior condition to approval of a subcontractor, Vendor shall file a conformed copy of the applicable subcontract with the City. Vendor and any subcontractor shall jointly and severally agree that the City is not obligated to pay or liable for the payment of any sums due any subcontractor.

Independent Contractor; Not Public Employee

A. Vendor shall be an independent contractor with respect to all services performed under this Agreement and accepts full and exclusive liability for the payment of contributions or taxes for social security, unemployment benefits, pensions and annuities now or later imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Vendor on services performed under the terms of this Agreement and shall obey all lawful rules and regulations and meet all lawful requirements which are now or later issued or promulgated under respective laws by any authorized state or federal officials. Vendor also shall indemnify and save harmless the City of Cleveland from any such contributions or taxes on any liability for them.

B. Vendor confirms that all individuals employed by Vendor who provide personal services to the City are not public employees for purposes of Section 145.037 of the Ohio Revised Code. The City may require each individual providing services under this Agreement to sign an Independent Contractor/Worker Acknowledgment to that effect.

Equal Opportunity

This Agreement is a "contract", and Vendor is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term, Vendor shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunity Clause, Section 187.22(b) C.O., attached as Exhibit "B". A copy of such clause shall be made a part of every subcontract or agreement entered into for goods or services, and shall bind on all persons, firms and corporations with whom Vendor may deal.

Assignment Prohibited

Vendor may not assign, transfer, convey, sell or pledge its rights or interest in this Agreement or any part thereof, or any right or privilege created hereunder, nor shall any sub consultant commence performance of any part of the services included in this Agreement, without first obtaining written consent of the City. Upon any attempt by Vendor to do otherwise, this Agreement shall immediately terminate. Subcontracting, if permitted, shall not relieve Vendor of any of its obligations under this Agreement. If approval is given, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom the Agreement is assigned, sublet, or transferred, as fully and completely as Vendor is bound under this Agreement.

If permitted, Vendor shall be and remain solely responsible to the City for the acts or faults of any sub consultant and of such sub consultant's officers, agents



and employees, each of whom for this purpose is deemed to be an agent or employee of Vendor to the extent of its subcontract. As a prior condition to approval of a sub consultant, Vendor shall file a conformed copy of the applicable subcontract with the City.

Interest of Vendor

Vendor states that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of the services required under this Agreement. Vendor further agrees not to employ any person having an interest in the performance of this Agreement.

Compliance with Laws and Policies

This agreement is subject to, and Vendor shall comply with, all statutes, ordinances, regulations, and rules of the Federal government, the State of Ohio, the County of Cuyahoga, and the City of Cleveland.

Insurance

1. Kinds and Amounts - During the term of this Agreement, Vendor shall, at its own expense, maintain Commercial General Liability Insurance insuring Vendor against its indemnification obligations under Article VII of this Agreement. The Commercial General Liability policy(ies) shall include the City as an additional insured, shall have limits of liability not less than \$1,000,000 (One Million Dollars) for each occurrence and subject to a deductible for each occurrence of not more than \$50,000.00 per occurrence and in the aggregate. Nothing in this Article limits Consultant's indemnification obligations to the above insurance limits.
2. Notice of Cancellation - Vendor shall require its insurer(s) to provide in the policy or policies and on any certificate evidencing the coverage(s) a special provision requiring the insurance company to notify the Director, in writing, at least 30 days before it cancels or reduces the insurance. If the insurance company(ies) cannot or will not provide such notice, then Vendor shall notify the Director, in writing, at least 30 days before it cancels or reduces the insurance coverage or limits, and no more than 10 days after it is notified of any cancellation or reduction of the insurance by an insurance company.
3. Proof of Insurance - Upon execution of this Agreement, Vendor shall provide the City a certificate or certificates of insurance, such other portions of the policy or policies as the Director deems necessary and the endorsement listing the City as an additional insured. The policy(ies) and certificate(s) shall, as to form, coverage and carrier, be satisfactory to the City Director of Law.
4. No Waiver or Limit - The City's examination of or failure to request or demand any evidence of insurance required under this Agreement shall not constitute a waiver of any requirement set forth in this Article, and the existence of any insurance shall not limit Vendor's obligations under this Agreement.

Indemnification

Vendor will insure that the City is free and/or relieved of any liability for any damages sustained by virtue of any act of Vendor in performance of the services under this Agreement. In that regard, Vendor shall indemnify and save harmless the City and its respective officers, agents, and employees from and against all suits or claims that may be based upon any injury to persons or property arising out of an error, omission or negligent act of Vendor its sub consultant(s); and Vendor shall, at its own expense, defend the City in all litigation, pay all attorneys' fees, damages, court costs and other expenses arising out of such litigation or claims incurred in that connection; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation.



Defaults and Remedies

1. Vendor shall be in default of this agreement upon the happening of any of the following events:
 - a. Vendor fails to observe or perform any of the covenants or agreements to be observed or performed by it hereunder, and such failure continues for a period of five (5) days after written notice thereof is given to the Vendor by the City.
 - b. The filing, execution, or occurrence of:
 - i. a petition or other proceeding by, or a finding against, Vendor for its dissolution, reorganization or liquidation
 - ii. a petition in bankruptcy by Vendor
 - iii. an adjudication of Vendor as bankrupt or insolvent
 - iv. an assignment or petition for the assignment for the benefit of creditors.
 - c. Vendor abandons or discontinues its operations for the city except when such abandonment or discontinuance is caused by fire, earthquake, war, strike, or other calamities beyond its control.
2. Upon the happening of any one or more of the events as set forth in Paragraph A of this Article, or upon any other default or breach of this agreement, the Finance Director may, at her option, exercise concurrently or successively any one or more of the following rights and remedies:
 - a. Without waiving such default, to pay any sum that Vendor is required to pay to others than the City and which Vendor has failed to pay under the terms and conditions of this Agreement; Vendor shall repay any amount so paid by the City, with interest thereon at eight percent (8%) per annum from the date of such payment, and all related expenses to the City on demand
 - b. To enjoin any breach or threatened breach by Vendor of any covenants, agreements, terms, provisions or conditions
 - c. To sue for the performance of any obligation, promise or agreement devolving upon Vendor for performance or for damages for the nonperformance, all without terminating this Agreement
 - d. To terminate this Agreement.
3. All rights and remedies granted to the city herein and any other rights and remedies that the city may have at law and in equity are hereby declared to be cumulative and not exclusive and the fact that the city may have exercised any remedy without terminating this agreement shall not impair the city's rights thereafter to terminate or to exercise any other remedy herein granted or to which it may be otherwise entitled.

The following terms and conditions, substantially in the form contained herein, shall be included in the agreement between the city and the successful respondent. Please carefully review these terms and conditions. No specific response to this section is required.

Cancellation

The city may cancel this agreement at any time upon written notice to the Consultant.

Equal Opportunity, MBE/FBE

The Vendor shall comply with all terms, conditions, and requirements imposed on a "Vendor" in the Equal Opportunity Clause, Section 187.22(b) of the Cleveland Codified Ordinances (Attachment F) and shall make the Clause part of every Sub Vendor agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Vendor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Vendors shall take affirmative action to ensure that applicants are employed and that employees are treated during



employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Vendors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of Vendors setting forth the provisions of this nondiscrimination clause.

A copy of this Clause shall be made a part of every Sub Vendor agreement entered into for goods or services, and shall be binding on all persons, firms, and corporations with whom the Vendor may deal.

Within 60 calendar days after entering into a contract, the successful Proposer, as Vendor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Vendor affords all qualified employees and applicants for employment equal opportunities in the Vendor's recruitment, selection, and advancement processes. The forms can be found at [City of Cleveland OEO Forms](#)

Cleveland Area Business Code

During the performance of this contract, Consultant shall comply with all applicable requirements of the Cleveland Area Business Code, Chapter 187 and 187a. of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any Regulations promulgated under the Code, which Code and Regulations are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. There is no sub Vendor participation goal for this contract.

Subcontracts and Assignments

Consultant shall not subcontract, nor shall any sub Vendor commence performance of any part of the work or services included in this agreement without the prior written consent of the city. Subcontracting, if permitted, shall not relieve the Consultant of any of its obligations under this agreement.

The consultant shall be and remain solely responsible to the city for the acts or faults of any such sub Vendor and such sub Vendor's officers, agents, and employees. Each of them shall, for this purpose, be deemed an agent or employee of the Consultant to the extent of its subcontract. Consultant and any sub Vendor shall jointly and severally agree that the City of Cleveland is not obligated to pay or to be liable for the payment of any sums due to any sub Vendor.

Assignment

Consultant shall not assign any interest in this agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of the city.

Confidentiality

In rendering the Services to be performed pursuant to this Agreement, Consultant agrees to treat and maintain confidential information and data as the city's confidential property and from the date hereof and agrees not to divulge it to any third party at any time or use it for Consultant's personal benefit or otherwise, except as such use or disclosure may be required in connection with the performance of the Services or maybe consented to, in writing by the city.



Compliance with Laws and Policies

This agreement is subject to, and Consultant shall comply with, all statutes, ordinances, regulations, and rules of the Federal government, the State of Ohio, the County of Cuyahoga, and the City of Cleveland.

Indemnification and Insurance

Consultant shall indemnify and hold harmless the city and its respective officers, agents, and employees from and against all losses, damages, expenses, suits or claims, liabilities, and costs, including reasonable attorney's fees, that may be based upon any negligent error or omission by Consultant or any injury to persons or property arising out of an error, omission or negligent act of Consultant or its sub-consultant. Consultant shall, at its own expense, defend the city in all litigation, pay all attorney's fees, damages, court costs, and other expenses arising out of such litigation or claims incurred in connection therewith and shall, at its own expense, pay all claims and related expenses and satisfy and cause to be discharged such judgments as may be obtained against the city, or any of its officers, agents or employees, arising out of such litigation. Such indemnification shall survive the termination of this agreement.

State Industrial Compensation

Consultant shall be required at all times during the term of this agreement, if required by law, to subscribe to and comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save the city harmless from any and all liability from or under said act. Consultant shall also furnish, if applicable, upon the request of the city, a copy of the official certificate or receipt showing the payments referred to herein.

Social Security Act

Consultant shall be and remain an independent Vendor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials and said Consultant also agrees to indemnify and save harmless the City of Cleveland from any such contributions or taxes or liability therefore.

Interest of Consultant

Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. Consultant further covenants that no person having any such interest shall be employed in the performance of this agreement.

EQUAL OPPORTUNITY REQUIREMENTS

During the performance of this Agreement, Vendor shall comply with all applicable requirements of the Cleveland Area Business Code, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any Regulations promulgated under the Code, which Code and Regulations are incorporated into and made part of this RFQ by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Vendors:

Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in the performance of the agreement;



Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department; Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Vendor's compliance; and Attendance at and participation in all required project meetings, including OEO compliance meetings and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g., 25% completion, 50% completion, 75% completion). Failure to Comply. When determining the Vendor's future eligibility for a City contract, the city shall consider a Vendor's failure to comply with the representations of its proposal and the requirements under the Code as a failure to faithfully perform a contract.

Under the Cleveland Area Business Code, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.

The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business ("CSB") Sub Vendor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFQ.

To document its good-faith effort to utilize certified MBE, FBE, and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the Cleveland Area Business Code - Notice to Bidders and Schedules. These schedules identify the Proposer's proposed use of MBE, FBE, and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal, and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs, and FBEs by checking the city's website at www.city.cleveland.oh.us. Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The city assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.

The City Office of Equal Opportunity will monitor the participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as the Vendor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

The Cleveland Area Business Code, any Regulations promulgated under the Code, and the OEO Notice to Bidders & Schedules are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

The successful proposer, as the Vendor, will be required to comply with all terms, conditions, and requirements imposed on a "Vendor" in the following Equal



Opportunity Clause, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every Sub Vendor agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Vendor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Vendors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Vendors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of Vendors setting forth the provisions of this nondiscrimination clause.

Within 60 calendar days after entering into a contract, the successful Proposer, as Vendor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Vendor affords all qualified employees and applicants for employment equal opportunities in the Vendor's recruitment, selection, and advancement processes.

CONSTRUCTION OF AGREEMENT:

The validity, interpretation, construction, and performance of this agreement shall be in accordance with the laws of the State of Ohio.

This agreement and the agreement between the City of Cleveland sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings, oral or written, of any nature whatsoever between the parties regarding the subject matter hereof. The waiver of any breach of any term of this agreement does not waive any subsequent breach of that or any other term of this agreement.

No modifications or amendments to this agreement will be valid unless in writing and signed by each of the parties hereto.

All terms and words used in this agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine or neuter, as the context or sense of this agreement or any paragraph or clause herein may require, the same as if such words have been fully and properly written in the number and gender.

The consultant agrees that no representation or warranties of any type shall be binding upon the city unless expressly authorized in writing herein.

The headings of sections and paragraphs to the extent used herein are used for reference only and in no way define, limit or describe the scope or intent of any provisions hereof.

This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed original, but such counterparts together shall constitute one and the same instrument.



ATTACHMENTS

The following documents attached hereto are hereby incorporated with and made a part of this agreement:

Attachment "A" Equal Opportunity Clause.

Attachment "B" Definitions.

Attachment "C" Forms.

Attachment "D" Proposal Checklist.



Attachment "A" Equal Opportunity Clause

EQUAL OPPORTUNITY CLAUSE
(Section 187.22(b) C.O.)

Each contract also shall contain the following equal opportunity clause:

"During the performance of this contract, the Vendor agrees as follows:

(1) The Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. The Vendor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The Vendor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the Vendor setting forth the provisions of this nondiscrimination clause.

(2) The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that the Vendor is an equal opportunity employer.

(3) The Vendor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contracts, or understanding, a notice advising the labor union or worker's representative of the Vendor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) It is the city's policy that local businesses, minority-owned businesses, and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the city subject to the applicable provisions of the Cleveland Area Business Code.

(5) The Vendor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code and the Regulations. All such materials provided to the Director or designee by the Vendor shall be considered confidential.

(6) The Vendor will not obstruct or hinder the Director or designee in fulfilling the duties and responsibilities imposed by the Cleveland Area Business Code.

(7) The Vendor agrees that each subcontract will include this Equal Opportunity Clause, and the Vendor will notify each Sub Vendor, material supplier, and supplier that the Sub Vendor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The Vendor shall take any appropriate action concerning any Sub Vendor as a means of enforcing the provisions of the Code.



Attachment "B" Definitions

Definitions

Account refers to a record of entries, created from the electronic data provided by City of Cleveland EMS and/or EMSB to document transactions involving a particular person who was transported to a hospital by a City ambulance for a medical emergency.

Ad Hoc Reports refers to reports requested by the City that are not standard or normal but are formed to provide information for a specific or immediate problem or need.

Advance Life Support ("ALS") refers to an ambulance transport where an EMS Medic provided emergency treatment to a Patient for an illness or injury and then the Patient is placed in the ambulance and transported to a hospital.

Advance Life Support II ("ALSII") refers to an ambulance transport where an EMS Medic provided emergency treatment where a minimum of 3 medical interventions are administered to the Patient for an illness or injury and then the Patient is placed in the ambulance and transported to a hospital.

Amount Collected refers to the amount calculated after subtracting the dollar amount of contractual adjustments, refunds, NSFs, and posting errors from the total dollar amount of ambulance fees collected.

Bill refers to the Services the Vendor must perform to provide an account of itemized charges to the Patient or other responsible party who was transported by an EMS ambulance.

Billable refers to an account deemed to have the entire requisite items to send a bill of ambulance charges to a Patient and/or responsible party.

Billing refers to the act of creating a Bill and mailing of a notice of obligation (Bill/Invoice or Statement) that reflects an itemized account of the total charges for good and/or services provided during the ambulance transport.

Basic Life Support ("BLS") refers to an ambulance transport where EMS services were provided that were considered to be only those necessary to safely place the Patient in the ambulance and transport the Patient to a hospital.

Breach shall have the meaning ascribed to it by 45 CFR 164.02.

Business Associate Agreement shall have the meaning ascribed to it by 45 CFR 160.103

Certified Coder refers to a person certified in medical coding by the American Health Information Management Association (AHIMA), the Practice Management Institute (PMI), or the American Academy of Professional Coders (AAPC) and trained in the following coding systems: (1) ICD-9-CM Volume 1 and Volume 2 in assigning a diagnostic code; (2) ICD-9-CM Coding Conventions used in Volume 1 and Volume 2; (3) the Diagnostic Coding guidelines for ambulance services as contained in the Coding Clinic ICD-9-CM Diagnostic and Reporting guidelines for Outpatient Services; (4) HCPCS Level II; and (5) CMS Ambulance Guidelines.

"CMS" stands for Centers for Medicare & Medicaid Services within the Department of Health and Human Services.

Date Entered is the date the information from the ambulance transport is loaded to the Vendor's system.

Date of Service ("DOS") is the date the Patient was transported to a hospital.

Division means the Division of Emergency Medical Services.

Emergency Medical Services ("EMS") is the service provided to a Patient during an emergency ambulance transport.

Emergency Medical Services Billing ("EMSB) means the Department of Finance, Division of Assessments & Licenses' Emergency Ambulance Billing Unit

Electronic Funds Transfer ("EFT") is the electronic transfer of funds between financial institutions.

Explanation of Benefits ("EOB") is the itemized statement provided by all medical insurance carriers (i.e. Medicare, Medicaid, private insurance etc.) indicating how charges for an ambulance claim was paid or denied.

Governmental unit means the entire state, local, or federally recognized Indian tribal government, including any component thereof.

Health Insurance Portability and Accountability Act ("HIPAA") refers to the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated thereunder, including the privacy, security, breach, omnibus, and enforcement rules, as each may be amended from time to time (collectively, "HIPAA"). See 45 C.F.R. Parts 160 and 164.

Individually Identifiable Health Information shall have the meaning ascribed to it in 45 CFR 160.103.

International Classification of Diseases, Clinical Modification ("ICD-CM") is the source document utilized to establish diagnostic and injury codes for the ambulance transport.

Loaded Mile is mileage calculated for an ambulance transported defined by Medicare as once the Patient is actually loaded in the ambulance and the unit is in motion.

Local government means a county, municipality, city, town, township, local public authority, school district, special district, intrastate district, the council of governments (whether or not incorporated as a non-profit corporation under state law), any other regional or interstate government entity, or any agency or instrumentality of a local government.

Medical Necessity is the need for emergency care where as the Patient's condition requires emergency care and is necessary in order to ensure the injury or illness does not endanger the individual's health.

National Emergency Medical Services Information System ("NEMSIS") is the national repository that will be used to potentially store EMS data from every state in the nation. The NEMSIS project was developed to help states

collect more standardized elements and eventually submit the data to a national EMS database. The database would be utilized for the following:

- Evaluating Patient and EMS System Outcomes
- Facilitating Research Efforts
- Determining National Fee Schedules and Reimbursement Rates
- Addressing Resources for Disaster and Domestic Preparedness
- Providing Valuable Information on Other Issues or Areas of Need Related to EMS Care

(COC is familiar and uses NEMSIS now?)

Net Collections is the total gross collections resulting from the Services and deposited into a bank account determined by the City and posted to the City's cashing system, reduced by amounts for any returned payments and adjusted for refunds and credit card charge-backs. Net Collections shall not include any collections attributable to accounts returned or requested by City to be returned to City.

Non-Sufficient Funds ("NSF") are payments made by the Patient or a responsible party, which are rejected by the bank for insufficient funds.

Notice of Privacy Practices ("NPP") means a notice as described and set forth in 45 CFR 164.520.

Not Medically Necessary is a transport that does not meet the medical necessity requirements for Medicare/Medicaid.
Patient is the recipient of the City's Emergency Medical Services.

Patient Care Report ("PCR") is The City of Cleveland's EMS incident detail report utilized to document Patient care during an ambulance transport.

Payment Card Security Standards ("PCS") refers to rules, regulations and provisions designed to protect an individual's credit card information.

PCI Compliant refers to compliance with the Payment Card Industry Data Security Standard (PCI DSS) which is a set of requirements designed to ensure that all companies that process, store, or transmit credit card information maintain a secure environment.

Primary Insurance is the appropriate insurance company plan, responsible for initial payment of the charges associated with the Patient's medical condition, treatment and transport by ambulance.

Proposal is the documents submitted in response to this RFP.

Protected Health Information ("PHI") shall have the meaning ascribed to it in 45 CFR 160.103.

Respondent means the company/ies or individual/s that submit proposals in response to this RFP.

Secondary Insurance is the appropriate insurance company plan, responsible for payment of the charges associated with the Patient's medical condition, treatment and transport by ambulance where there is a balance due after receipt of a payment from the primary insurance company.

Secure File Transfer Protocol ("SFTP") is the process, by which source files are securely transferred between City and Vendor.

Services are the services, duties, and responsibilities described in the RFP and any and all work necessary to complete them or carry them out fully and to the standard of performance required.

Service Level are performance expectations the City requires the Vendor to adhere to for the life of the EMS Billing and Collection portion of the Agreement.

State means any of the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a State exclusive of local governments.

Tertiary Insurance is the appropriate insurance company plan, responsible for payment of the charges associated with the Patient's medical condition, treatment and transport by ambulance where there is a balance due after receipt of a payment from the primary insurance and/or secondary insurance plan.

Third-Party Payer is any and all individuals or companies other than the individual who was transported or the responsible party/guardian (in the case of a minor) where a bill for ambulance transport is mailed to and/or a claim is submitted on behalf of the individual who was transported.

Treatment/Non-Transport is the dispatching of an ambulance for emergency medical services, resulting in onsite assessment and treatment of the Patient with no transport of the Patient to a hospital.

Treatment/Transport is the dispatching of an ambulance for emergency medical services, resulting in the onsite assessment and treatment of the Patient with transport of a Patient to a hospital.

Unbillable Account is an EMS account where the charges cannot be determined due to missing pertinent information.

Uncollectible Account is an EMS account where the charges cannot be collected because there has been no response from the invoices mailed to the Patient/responsible party and the Vendor has exhausted all reasonable efforts to identify additional information (such as insurance or new address), then the account will be deemed uncollectible.

Vendor is the Respondent awarded a contract pursuant to this RFP.

Walk-in is a payment received from a payer made at a City payment center.

Attachment "C", Forms

Office of Equal Opportunity forms can be [found here.](#)

Schedule 1: Project Contact Information Form
Schedule 2: Schedule of Sub Vendor Participation
Schedule 3: Statement of Intent to Perform as a Subcontract
Schedule 4: CSB/MBE/FBE Sub Vendor Unavailability/
Impracticality Certification

The following forms can be found [by clicking here.](#)

Federal Form W-9 including Taxpayer Identification Number

Non-Competitive Bid Contract Statement

Northern Ireland Fair Labor Practices Affidavit

Attachment "D" Proposal Checklist

Include this proposal checklist with your submission to ensure that you have completed all required portions of the proposal. Incomplete submissions may be disqualified.

PROPOSAL CHECKLIST (Complete and Include with Proposal Submission)		
Item Description	RFP Reference	Included? (Y/N)
Management Letter	Section 3. Proposal Format, b)	
Vendor Background Information	See Attachment E	
Vendor Client Reference Form	See attachment F	
Solution and Professional Services Description	Section 3. Proposal Format, f)	
Staffing Plan	Section 3. Proposal Format, g)	
City of Cleveland Additional Vendor Questions	See Attachment G	
Vendor Fee Summary	See Attachment H	
Schedule 1 Project Contact Information Form	See Attachment C - OEO Form	
Schedule 2 Schedule of Sub Vendor Participation	See Attachment C - OEO Form	
Schedule 3 Statement of Intent to Perform as a Sub Vendor	See Attachment C - OEO Form	
Schedule 4 CSB/MBE/FBE Sub Vendor Unavailability/ Impracticality Certification	See Attachment C - OEO Form	
Northern Ireland Fair Employment Practices Disclosure	See Attachment C	
Non-Competitive Bid Contract Statement for 2020	See Attachment C	
W-9 Request for Federal Taxpayer Identification	See Attachment C	
Completed Proposal Checklist	Attachment D (This Form)	

Attachment "E" - Vendor Background Information

Information Requested		Vendor Response, Comments or Explanation
OVERVIEW		
1	Vendor Name	
2	Address	
3	Telephone Number	
4	Contact Person	
5	Email Address	
6	Parent Company (If Applicable)	
7	Address	
8	Telephone Number	
9	Provide information about any local branch offices or support centers that might serve an account in Cleveland, OH, including the number of employee and type of services provided	
10	Provide the name of each principal	
11	Provide the year the company was established and any former firm names	
13	Provide the type of company (public or private)	
14	Provide the financial statements and annual report for the past three years	
15	Provide the state and type of incorporation	
16	Provide the number of years the company has performed medical billing and collections services for clients	
17	Provide information on related services offered by the company	
PERSONNEL		
18	Provide the total number of FTEs in the company	
19	Provide the total number of FTEs that engage in Customer Support	
20	Provide the total number of FTEs responsible setting up and rolling out the system to bill and collect for the City	
21	Provide the total number of FTEs that engage in System Implementation and Rollout	
22	Provide average years of experience of professional staff	
23	Estimated number of resources that would be dedicated to the City for the duration of the project	
24	Number of projects currently being undertaken by the company	
BILLING AND COLLECTIONS HISTORY		
25	Number of years' experience the company has in	

	Information Requested	Vendor Response, Comments or Explanation
	medical billing and collections for clients	
26	Number of Public Sector/Municipal clients (specify clients)	
27	Number of clients in the Greater Cleveland area (specify clients)	
28	Number of clients currently using system proposed for the City	
29	Implementation projects the Vendor has completed successfully within the past five years (include duration, completion date and accuracy of cost estimate for each)	
30	Public Sector Project implementation projects the Vendor has completed successfully within the past five years (include duration, completion date and accuracy of cost estimate for each)	
31	Implementation projects the Vendor has undertaken, but not completed within the past five years (include reason project was not completed)	
PENDING LITIGATION		
32	The number of Pending Litigations that the company has had in the past five years. Please attach a separate document with the details of each situation (client name, date, and description/cause)	
33	The number of situations where the company has been subject to Liquidated Damages in the past five years. Please attach a separate document with the details of each situation (client name, imposed amount and date, collected amount and date, description/cause)	

Attachment "F" - Vendor Client References

VENDOR CLIENT REFERENCE #1		
Information Requested	Vendor Response, Comments or Explanation	
Proposing Vendor Name		
Reference Company/Organization Name		
Reference Address		
Reference Contact Name		
Contact's Position		
Contact's Telephone Number		
Type of Company/Organization (Industry)		
Number of Employees		
Professional Services Performed		
Sub-Vendors used		
Identify any Vendor Staff that worked on this reference company's project that are proposed for the project		
Original Cost Estimates		
Actual Final Costs		
Comments		

Attachment "G" - City of Cleveland Additional Vendor Questions

The City of Cleveland has prepared additional questions for the Vendor above and beyond the requirements listed in the Scope of Services. The Vendor must respond to each of the questions below via free-form text. For any questions without a response, The City of Cleveland will assume the Vendor is unable to provide the requested information.

City of Cleveland Additional Vendor Questions
1) Does the Vendor have a secure customer service website which allows for payment, medical coverage updates, etc.? If no, does the Vendor have the capability/expertise to build this website? Vendor Answer:
2) Can the Vendor provide the results of their most recent 3rd party audit, which certifies that their billings and collections are in compliance with applicable rules and regulations? Vendor Answer:
3) Does the Vendor have experience working with Electronic Remittance Advices (also known as an 835 file) in order to accurately identify patient accounts and to post payments to those patent accounts? Vendor Answer:
4) Can the Vendor please explain in detail how they routinely handle insurance offsets? Vendor Answer:

Attachment H" -Vendor Fee Proposal

FEE PROPOSAL SCHEDULE

In the following fee proposal schedules, the Vendor is required to provide costs for the necessary solution. The costs must be include all the cost to perform the work stipulated in this RFP.

Compensation Schedule

Item Description	Year 1	Year 2	Year 3	Year 4	Year 5
Billing and Collection Service Charges Inclusive of all costs, including postage.	_____ % of Net Collections	_____ % of Net Collections	_____ % of Net Collections	_____ % of Net Collections	_____ % of Net Collections