

Request for Proposal

215-10732

**EMS AMBULANCE BILLING AND ELECTRONIC PATIENT CARE REPORTING
SERVICES (EPCR) - REBID**

***Opens: March 30th, 2011
2:00 p.m.***



City of Fort Lauderdale

***Issued for The Fire / Rescue Department
by the Procurement Services Department***

**Mr. James T. Hemphill - Sr. Procurement Specialist
(954) 828-5143**

E-mail: jhemphill@fortlauderdale.gov

Visit us on the web at www.fortlauderdale.gov/purchasing

(954) 828-5140

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder

whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DEPARTMENT (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic

substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PART I – INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, also hereinafter referred to as the Contractor, to provide **EMS AMBULANCE BILLING AND ELECTRONIC PATIENT CARE REPORTING SERVICES (EPCR)** for the City's Fire Rescue Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Sr. Procurement Specialist James Hemphill at (954) 828-5143 or email at jhemphill@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

05. PRICING/DELIVERY

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

And

Contractor must quote a firm, fixed annual price for all services stated in the RFP, which includes any travel associated with coming to the City of Fort Lauderdale.

06. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

07. AWARD

The City reserves the right to award to that proposer who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this solicitation.

08. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

PART II - RFP SCHEDULE

Release RFP	3/16/11
Last Date for Receipt of Questions of a Material Nature	3/23/11
Addendum Release - est. (If required)	3/25/11
PROPOSAL DUE (Prior to 2:00 PM EST)	3/30/11

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 11/10 (GC) are included and made a part of this RFP.

02. NEWS RELEASES/PUBLICITY

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

03. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

04. CONTRACTORS' COSTS

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

05. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.

06. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City, and shall expire THREE years from that date. The City reserves the right to extend the contract for ONE additional ONE year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

07. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term 3 year(s). No cost increases shall be accepted in this initial contract term.

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

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

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

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

08. PERFORMANCE TRIAL AND ACCEPTANCE PERIOD

The successful contractor shall successfully complete the acceptance testing requirements within the ninety (90) day period following Contract award, completion of training, and initial installation of all system components. The City will accept the fully operational product(s) when the contractor(s) has successfully proven the respective components to function in accordance with the RFP requirements. Performance trial and acceptance testing shall be based on the system, including all computer hardware and software, being fully and consistently operational for a period of not less than ninety (90) working days after receipt and installation. The City will use this testing period to evaluate the products and verify that all requirements stated in this RFP have been met. In testing for acceptance, the City requires that the products operate problem-free for NINETY (90) continuous working days. If it is determined that all requirements have not been met or that resolution of any problems cannot be attained, the City reserves the right to return the product(s) and discontinue the service at no cost to the City.

09. INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regards to the accepted schedule for that task or project. Payment will be made within thirty (30) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

10. RELATED EXPENSES/TRAVEL EXPENSES

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

11. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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

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

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

12. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

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

13. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage should include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Limits:	\$2,000,000 per occurrence
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A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Department
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

14. SUBCONTRACTORS

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

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

15. INSURANCE – SUBCONTRACTORS

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

16. INSURANCE FOR COLLECTION OF CREDIT CARD PAYMENTS

The successful contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the

transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

17. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

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

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

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

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

D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

18. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests they have not been placed on the convicted vendor list.

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

19. CANADIAN COMPANIES

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

20. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

21. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

PART IV – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

OVERVIEW

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

BACKGROUND

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

- 1.) Established a Fire-Rescue Special Assessment on properties benefiting from these services.
- 2.) The City began directly billing recipients of its ALS/BLS transportation services.

At this time, final rates have been formally adopted to charge \$700.00 for Basic Life Support (BLS) transport, \$700.00 for Advanced Life Support 1 (ALS1) transport and \$750.00 for Advanced Life Support2 (ALS2) transport, \$30.30 for oxygen and \$13.00 per mile traveled to the emergency room. Although there are no additional fees currently being proposed for related services (newly advanced treatments, medicines, etc), in the future, at the City's option, there may be additional fire rescue vehicles added due to annexation(s), the establishment of an Inter-facility transport service, and/or the vendor may charge a service fee for Motor Vehicle Accidents (MVA), based on a fee structure(s) determined by the City. Contractor should be able to accommodate these potential changes. These represent potential new programs but should not be considered in the cost structure (fee) provided in this RFP.

<u>Year</u>	<u>Number of transports (*)</u>
2006-07	20,313
2007-08	21,116
2008-09	21,803
2009-10	22,642

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

Current Mix of ALS1, ALS2 and BLS transports:

***ALS1 = 61%**

***ALS2 = 1%**

***BLS = 38%**

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

QUALIFICATIONS / CAPABILITIES

- A. Contractor should show experience and knowledge of Florida Medicare and Medicaid billing for a minimum of (1) year and verify experience with at least (2) Florida municipal agencies performing at least 20,000 emergency transports per year for each agency.
- B. Contractor should have successfully developed, installed, integrated, tested and had acceptance of the proposed EPCR system for at least (5) agencies within the last 3 years, preferably for Florida governmental agencies. Contractor should have proprietary ownership of both its proposed billing and EPCR technology.
- C. Contractor shall meet or exceed NEMSIS database compliance and must be certified as compliant with the Florida EMSTARS interface for over one (1) year. In addition, the contractor should provide at least one reference account where the agency has received a minimum EMSTARS EMS data quality score of 95% or higher within the last year.
- D. Contractor should provide a minimum of five (5) reference accounts, preferably Florida government agencies, where the vendor's proprietary billing and EPCR solutions are both being used by each referenced client.
- E. Contractor must provide a copy of a recent SAS 70 type I or type II independent service auditor's report on the controls placed in its operations and data centers as well as a copy of its disaster and recovery policies and procedures.
- F. Contractor shall provide Customer Service Representatives (CSR), available during normal business hours, eastern standard time five days a week Monday through Friday that are able to communicate (read, write and speak) fluently in English, Spanish and Creole; however it is not required that each CSR speak in all three languages but there must be sufficient CSR's available to conduct business in each language.
- G. Contractor will provide sufficient staffing to ensure the smooth and efficient operation of Emergency Medical Transport Reporting, Billing and Collection Services.
- H. Contractor shall provide telephone access via a 1 800 number Computer Help Desk support seven days a week 24 hours a day with the ability to provide technical assistance trouble shooting and correcting issues that may arise with the computer laptop systems hardware, software and connectivity and provide application support to users entering EPCR reports and accessing the quality control application from desktop clients.

SCOPE OF WORK

Contractor shall set up, maintain and provide all aspects of the Emergency Medical Transport reporting billing and collection Services for Fort Lauderdale Fire Rescue (FLFR).

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

- A. Provide fifteen (15) primary and two (2) spare (total of 17) rugged mobile pen tablet based computer laptops with wireless connectivity capable of generating the following:
1. A comprehensive electronic patient care report that captures necessary patient care information and computer aided dispatch data required to fulfill the requirements of, FLFR, the receiving hospitals, insurance, Medicare, and Medicaid billing as well as capture the required data necessary to fulfill the State of Florida comprehensive EMS aggregate report requirements.
 2. Access via the Internet a website that houses the Fort Lauderdale Fire Rescue's (FLFR's) patient care procedures and protocols.
 3. Connectivity via blue tooth to Physio Controls' LifePak 12 and/or 15 defibrillators.
 4. Wireless Connectivity to Physio Controls' LifeNet gateway for processing of 12 lead S.T.E.M.I (ST-Segment Elevation Myocardial Infarction) transmissions to the hospitals receiving stations.
 5. Wireless connectivity between EPCR report writing laptop computers, contractor's servers, Physio Controls' LifeNet Internet gateway and FLFR patient care protocols.
- B. Perform the invoicing, collection, and generation of any and all insurance forms and filings, record maintenance and preparation of standard and/or custom reports, as requested or required by Fort Lauderdale Fire Rescue.
- C. Prepare quarterly State of Florida aggregate EMS reports.
- D. Grant desktop computers and thin client devices at all FLFR Fire Stations access to patient care reports for statistical reporting and quality control processing.
- E. Perform training of FLFR personnel on an as needed basis on desktop and laptop EPCR and quality control applications.
- F. Maintain all fifteen (15) and two (2) spare rugged laptop computer in working condition. The definition of working condition shall mean that the laptop hardware and all five software components itemized in section A need to be functioning properly. The contractor agrees to replace or correct any malfunctioning hardware or software within twenty-four hours of FLFR's written notification of failure or breakage.
- G. Contractor shall limit the use, release, and distribution of confidential patient records, billing and/or collections record(s), and any such information that may be utilized in any public or private legal action(s), business dispute(s), or competitive bidding processes. The contractor shall be solely responsible for the distribution and misuse of the same. All records that are to be included are all records of medical care and/or medical treatment of patient(s), billing and/or collections record(s), or any such information that may be utilized in any public or private legal action(s), business dispute(s), or competitive bidding processes. Only records that are required for disputes regarding billing services with FLFR, and those utilized solely for the purpose of providing patient care information to FLFR and/or the receiving hospital(s), and the processing or collection of financial claims may be utilized for use, release, or distribution.

TECHNICAL SPECIFICATIONS

I. COMPUTER / HARDWARE / SOFTWARE/ REPORT WRITING AND COMPUTER AIDED DISPATCH REQUIREMENTS

- A. Supply and maintain fifteen (15) rugged mobile computer laptops and two (2) spares for the purpose of capturing real time patient care and computer aided dispatch data for the formulation of a comprehensive patient care report and for reporting purposes. Systems shall be configured as follows:
1. WinXP SP3 (Win7 COA), Intel Core i5-540UM 1.20 GHz, vPro, 10.4 XGA Touch, 160GB, 2 GB, 82-key with dedicated Windows key pressure sensitive touchpad with vertical scrolling support, tether and stylus. Internal GOBI wireless or equivalent TPM, Bluetooth, Dual Pass (upper:WWAN/lowerWLAN.) Panasonic Toughbook preferred CF-19KHRAG2B or 19RHRAG2M equivalent desired.
 2. Pen tablet based electronic patient care reporting software configured to FLFR's specifications. Information to be retrieved and managed by the software includes, but is not limited to examples set forth in Appendix A.
 3. Internet Explorer or equivalent with connectivity to FLFR procedures and protocols site www.jointemsprotocols.com
 4. Connectivity via blue tooth to EPCR client software, Physio Control's LifePak 12 and 15 defibrillators patient vital signs, etc.
- B. Lifenet PC Gateway version 4.0 or 5.0 for processing and transmission of 12 lead S.T.E.M.I. reports from LifePak 12 and 15 defibrillators to hospital receiving station computers. Prepare and process quarterly FLFR's State of Florida EMS pre-hospital data collection report, in a format designated by EMS Tracking and Reporting System (EMSTARS). See Appendix B for an example of a sample report
- C. Process EPCR computer aided dispatch data generated from FLFR's Integraph CAD computer system using the Integraph ICAD Link Interface. File will be available real time on FLFR's ftp server in an xml format, see Appendix C for an example of a sample data file.

II. INVOICING / BILLING / COLLECTIONS REQUIREMENTS

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

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

- R. Contractor shall be responsible for attempting to collect on any unpaid account up until the time the account is eligible to be sent to the City's designated collection agency.
- S. All written billing and collection correspondence must be approved by FLFR Contract Administrator or designee. All payments and correspondence shall be directed to the mailing address designated by FLFR.
- T. The Contractor agrees to negotiate and arrange modified payment schedules for those individuals unable to pay the full amount when billed.
- U. The Contractor agrees to refund patient or insurance company refunds within 45 days of receipt and agrees to all applicable Florida Statutes.
- V. The Contractor must provide the City of Fort Lauderdale with a refund request including all pertinent information relating to refund payments to patients and/or insurance company. (Contractor to describe procedure in their proposal submittal).
- W. Contractor will process all third party reimbursements within one (1) week after receipt of appropriate billing information from primary payer.
- X. Contractor shall not settle any accounts for less than the amount indicated by Fort Lauderdale Fire Rescue without the prior written approval of the Fort Lauderdale Fire Rescue designee.
- Y. Contractor shall provide copies of remittance advice as required by FLFR.
- Z. Contractor shall post all payments received directly or electronically within one (1) business day and process refund requests with the month following an overpayment.
- AA. Contractor shall maintain proper insurance forms used by third party payers as required or requested by the patient in either the manual or electronic method. Either way, the contractor shall include information on where to send payments to FLFR.
- BB. Contractor shall expeditiously begin the billing and collection process for those Accounts provided to Contractor by FLFR based upon established rates. The method utilized by Contractor to process the accounts shall be a means approved by FLFR Contract Administrator.
- CC. Contractor shall be responsible for contacting the sender of monies when there is insufficient information to identify which account the payment is being applied to. FLFR shall not be required to pay Contractor any collection fees on account until the corresponding account number can be identified.
- DD. Contractor shall reconcile the number of transports collected with those transmitted to Contractor and contact FLFR Contract Administrator to report any discrepancies.
- EE. If this Agreement is terminated, all accounts will be returned to FLFR regardless of payments made on account or arrangement made. Upon termination, Contractor will inform any billed account with whom they are dealing to make future payments directly to FLFR or other firm identified by FLFR.
- FF. Fort Lauderdale Fire Rescue is the owner of all information submitted to the Contractor. If this Agreement is terminated, all accounts will be returned to FLFR regardless of payments made on account or arrangement made.

- GG. If this Agreement is terminated contractor agrees to provide a raw flat file containing all relevant data that would be needed to re-create a EPCR for any purpose. The contractor agrees to provide the City a one-time column header file w/ a brief description of each columns' data and how it pertains to the formulation necessary to re-create the EPCR for the purposes mentioned above.
- HH. The Contractor should include sample bill forms and the messages that will be used on each successive bill mailed, as part of the response. All text, format, and color of printing and stock is subject to approval by the City of Fort Lauderdale. Billings should be at maximum intervals of 35 days, except for the first invoice that should be rendered within 10 days of service.

III - MEDICARE AND MEDICAID REQUIREMENTS

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

IV - COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REQUIRMENTS.

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

V - CUSTOMER SERVICE

- A. Respond to all patients' requests and inquiries, either written or verbal, in a TIMELY and

courteous manner.

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

VI - DOCUMENTATION MAINTENANCE

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

VII - COMMUNICATIONS WITH CITY OF FORT LAUDERDALE STAFF

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

include accounts with no pending insurance claim activity or no active payment plan. Successful Contractor should adhere to this current policy.

- B. Contractor will attend meetings with the Fire Rescue Administration staff when requested to review contract operations.
- C. Contractor shall participate in a yearly audit conducted by Fort Lauderdale Fire Rescue consistent with Generally Accepted Accounting Principles- GAAP. This audit will cover the common set of accounting principles, standards and procedures used to compile annual financial statements.
- D. Contractor will notify FLFR of any changes in federal, state or local laws, rules, regulations and codes that affect this subsequent agreement.
- E. Contractor shall designate a Program Manager responsible for all matters related to the Contract, including performance. A toll free number and the name of the Project Manager shall be provided upon commencement of this Agreement. The Project Manager shall be available during business hours of 8:30 am to 5 pm, Monday through Friday and shall respond to FLFR within one (1) hour.
- F. Upon request by FLFR, a written response shall be provided to all complaints received by FLFR of any alleged actions taken by Contractor and/or its agents. The response shall be provided by Contractor's Project Manager and shall be received by FLFR within fifteen (15) days from the date the request is sent to Contractor. The response shall address all questions and statements made by FLFR concerning the alleged actions.
- G. Contractor shall provide FLFR with a read-only access to accounts at locations determined by FLFR.
- H. Contractor shall provide all necessary developing, copying, faxing, mailings, and all other such related services at no additional cost to FLFR.
- I. Contractor shall maintain and inform FLFR regarding the following:
 - 1. Records of current fees;
 - 2. Industry approved billing codes;
 - 3. Description files;
 - 4. Current laws applicable to billing of patients for transports;
 - 5. Records of nation-wide and local trends in transport fee schedule and inform FLFR of any changes.
- J. Fort Lauderdale Fire Rescue, its staff, consultant, and/or contractors shall have the right to visit the offices of Contractor and/or its agents periodically for inspection of the facilities and operations used in the performance of any resultant agreement.
- K. For record keeping purposes (not related to billing/collection cycle), Contractor shall retain all account information for a minimum of three years.

VIII - TRAINING OF FT. LAUDERDALE STAFF.

- A. Provide training to appropriate FLFR personnel regarding the gathering of necessary information and proper completion of its EPCR laptop and desktop software.

- B. Provide minimum annual basic and on-going training to appropriate FLFR personnel regarding HIPAA compliance. Training may be in the classroom or electronically so long as it is consistent. Certificate must be supplied to employee upon completion of training.
- C. Training Plan- Contractor will provide a series of training programs at locations designated by the City to educate field personnel on the proper utilization of its quality control software application as well as other features available within the reporting software.
- D. All training shall be at no charge to the City.

IX - COMMUNICATIONS WITH FT. LAUDERDALE SERVICED HOSPITALS

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

X - HARDWARE / SOFTWARE

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

XI - REPORTS

- A. Contractor to provide the City with monthly reports reflecting all new placements from the City, all accounts that are currently active with the contractor, the contractor's collection results, reports of accounts placed with the city's collection agency, aging reports reflecting the City's receivable in an aged format. We should say here what reports we want if any on QA and status all unfinished EPCR's

- B. Records/Reports: Contractor will keep full and accurate accounts of services performed by Fort Lauderdale Fire Rescue, billing and collections received and other records related to the Emergency Medical Transport Billing and Collection Services pursuant to this Agreement.
- C. Contractor will prepare and provide Fort Lauderdale Fire Rescue Administration monthly reports as required by Fort Lauderdale Fire Rescue.
- D. Contractor shall provide, on a monthly basis, a copy of all monthly financial activity, billing and receivable reports, consistent with GAAP on the account.
- E. Contractor shall provide data on fee schedules of other EMS providers within Monroe, Miami-Dade, Broward and Palm Beach Counties.

F. REPORT LISTING

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

1. Collection Statistics- Gross/Net Consumption

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

2. Billing and Collection Statistics- Monthly Summary

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

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

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

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

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

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

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

6. Accounts Receivable – Summary

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

7. Account Activity- Monthly Billing Report (Charges)

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

8. Account Activity- Monthly Payment Report (Receivables)

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

9. Collections- Summary to Date, Monthly Running

Shows receivables as applied to "original billed month".

10. Monthly Refund Schedule

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

11. Refund Request

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

12. Distribution of Charges and Collections

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

13. Aged Receivable Report

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

14. Patient Alpha Listing

This report lists all invoices alphabetically by patient name.

15. Monthly Payment Listing

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

16. Overpayment Reports

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

17. Any mutually agreed upon additional reports as may be required.

18. Reports may include any statistical information pertaining to medical calls including but not limited to - intubation analysis, IV success rates, chief complaint call volumes and number of cardiac arrests and trauma calls.

RESPONSIBILITIES OF THE CITY OF FORT LAUDERDALE:

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

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

FEES

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

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be as concise as possible and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP WITH CD. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Department, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSER - SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS NINE (9) COPIES OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS TEN (10) COPIES OF YOUR PROPOSAL. CONTRACTOR SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

Proposers shall prepare their proposals using the following format with each section clearly labeled as identified herein.

A. LETTER OF TRANSMITTAL

This letter will summarize in a brief and concise manner, the proposer's understanding of the scope of work and make a positive commitment to timely perform the work. The letter should name all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons. An authorized agent of the proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letters should not exceed two pages in length. This section should also include the fully executed PROPOSAL SIGNATURE PAGE.

B. PROFESSIONAL LICENSES, CERTIFICATES, REGISTRATIONS AND MEMBERSHIPS

Include all relevant licenses, certificates and other credentials that your company possesses; Proposer/Contractor shall meet or exceed NEMSIS database compliance and must be certified as compliant with the Florida EMSTARS interface for over one (1) year.

In addition, the Proposer should provide verification to confirm that your firm adheres to required Codes of Ethics and Professional Responsibility related to credit and collection practices. List any relevant trade associations that your company is affiliated (Better Business Bureau, Chamber of Commerce, etc).

Include proof of insurance in this section.

C. COMPANY PROFILE

1). Provide legal name, address, Telephone number, Fax number, Toll free number, E-mail address, Web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.) If proposer is a corporation, provide certification from your states Secretary of State verifying proposer's corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business in the State of Florida; Provide hours of operation; Years in business; State whether the firm is local, regional, or national; Provide addresses and phone numbers for headquarters and other relevant offices if applicable; If applicable, provide a statement concerning the proposer's status as a minority or woman owned business enterprise. In the case of a sole proprietorship or partnership, the Social Security numbers for all owners or partners may be requested during the Committee review process.

2). Provide an overview of your policies and procedures, staffing, facilities, technological capabilities, and other relevant attributes of your organization; describe your processor training and certifications.

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

D. QUALIFICATIONS / EXPERIENCE

Qualifications and experience of the firm as well as individual(s) who will provide the services. The submission should include:

1. Details on the qualifications of the individual(s) who will be our representatives from your company. List the names and titles of the principals, management and personnel who will be assigned to this contract. Include resumes / summary of experience of these persons. Discuss your staff including customer service representatives and help desk support staff.
2. Details on the qualifications of the firm, including documentation of the firm's experience in similar work. Indicate the number of years experience Proposer has had in providing these services (delineate total years and years doing business in the South Florida Area); Describe your capabilities and provide a menu of your services.
3. Demonstrate firms experience and knowledge of Florida Medicare and Medicaid billing for a minimum of (1) year and verify experience with at least (2) Florida municipal agencies performing at least 20,000 emergency transports per year for each agency.
4. Facilities – Include a list of company's equipment, communication capabilities, etc.
5. Technological capabilities – capability to produce technology requirements of this contract; any specialty equipment, etc. Confirm your ability to accept and provide files formatted to interface with the City. Discuss your hardware, software network and wireless systems that will be used.
6. Other available resources you will use for this contract (must be included in your total price).
7. Provide information on five entities / contracts in which your firm has successfully developed, installed, integrated, tested and had acceptance of the proposed EPCR system within the last 3 years, preferably for Florida governmental agencies. Proposer should have proprietary ownership of both its proposed billing and EPCR technology.
8. Other previous and existing contracts_- List similar contracts that your firm has been associated with within the past five years (delineate what services you provided).

Each contract description must include at least the following information:

- i. Name and Location of Project
- ii. Nature of your firm's responsibility on the project/ work for which your firm was directly responsible.
- iii. Contact Person (Name, Address, Phone #, Fax, E-mail)

E. SUBCONTRACTORS

Identify the extent and nature of any anticipated outside support.

List the name(s) of the firms, address, contact information, summary of their experience and nature of work they will be performing under the contract. NOTE – their cost must be included in your total proposal cost submitted in this RFP.

F. REFERENCES

1. Provide a list of account(s) where the agency has received a minimum EMSTARS EMS

data quality score of 95% or higher within the last year.

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

3. Provide a minimum of five (5) reference accounts, preferably Florida government agencies, where the vendor's proprietary billing and EPCR solutions are both being used by each referenced client.

These list of accounts must include the following: contact persons name, current e-mail address and phone number(s) This list should include accounts that represent proposing company's experience with entities of similar size and exposures as the City of Fort Lauderdale.

G. REPORTS / BILL FORMS

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

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

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

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

H. SCOPE OF WORK

This section of the proposal should explain the Scope of Work as understood by the proposer and detail your firm's approach, activities and work products.

Discuss your offering and understating regarding the following:

- 1.- Invoicing / Billing
- 2.- Collections
- 3 - Medicare and Medicaid requirements
- 4 - HIPPA Requirements
- 5 - Compliance with other applicable Federal, State and local laws and requirements.
- 6 - Customer Service - your plans for response to patients' concerns, negotiations etc.
- 7 - Documentation Maintenance
- 8 - Communications with City of Fort Lauderdale Staff - including letters of complaints, past due accounts, meetings, etc.
- 9 - Training provided by your firm to Ft. Lauderdale staff.
- 10 - Communications with Ft. Lauderdale serviced hospitals
- 11 - Surveys
- 12 - Electronic Data Transfer
- 13 - Computer / Hardware / Software/ Report Writing And Computer Aided Dispatch Requirements

I INSTALLATION

Proposers shall provide a proposed timeline schedule, from date of City award, to complete the delivery of all system components, including all equipment, hardware, software, and related City staff training in order to provide a completed, satisfactory

system installation. The delivery time shall be stated in calendar days from the date of City notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, diagnostic testing, training of designated personnel, and other phase related completion dates, in accordance with the RFP specifications.

J. WARRANTIES

Provide information on any warranties associated with your system.

K. ITEMS NOT INCLUDED IN YOUR PROPOSAL

Discuss / explain any requirements of the RFP that are not included in your proposal / your firm will not provide under this contract.

L. OTHER STANDARDS USED / ADDITIONAL INFORMATION

List in detail, any additional standards and/or practices that you consider worthy of consideration by the Evaluation Committee in evaluating your proposal.

Any additional information that the proposer considers pertinent for consideration should be included in this section of the proposal.

PART VI - CONSIDERATION FOR AWARD/AWARD CRITERIA/AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below:

The City will evaluate proposals and will select the proposer that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The City's decisions will be final.

The City's evaluation criterion may include but shall not be limited to consideration of the following:

1. Understanding of the overall needs of the City; Responses to 'Scope of Work' section; Reports offered; Installation. Includes response from the 'Items Not Included in your Proposal' section as well as the 'Other Standards Used' and 'Additional Data' responses.

Maximum points available are 50.

2. Experience, qualifications, and past performance of the proposing firm including persons proposed for the project, facilities and resources. To include Licenses/certificates, etc; Insurance, Company profile, Subcontractors; and References.

Maximum points available are 20.

3. Estimated cost to the City

Maximum points available are 30.

TOTAL POINTS AVAILABLE:

100 POINTS

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. It may be a two step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, in step two the committee will then conduct discussions, for clarifications purposes only, with the finalists and re-score and re-rank the finalists proposals. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call. The committee will then make a recommendation to the Fort Lauderdale City Commission for award.

Information and references submitted will be considered in the award.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible proposer. The lowest responsive, responsible proposer receives the maximum allowable points. When using this formula, a proposer that submits a cost or fee which is two times greater than the cost or fee of the lowest responsive, responsible proposer, will result in receiving zero points for cost.

PROPOSER FINANCIAL PROPOSAL FORM

Name of Proposing Firm: _____

ITEM DETAIL COSTS:

Overall Contract Fee or percentage for Billing Services as outlined in the attached Scope of Services for all billings.

Ex: Estimated Number of Non-Medicaid Claims (ALS1, ALS2, BLS) x Estimated Average Dollars Collected per Claim x Vendor Percentage Fee per Claim = Cost to the City (All Costs Included):

- 1). Bidder agrees to provide all labor, materials, components, and all other incidentals for a fully functional emergency medical services (EMS) reporting system including all hardware and software components that may be required in order to provide a comprehensive system to perform the functions outlined in the RFP specifications in accordance with the terms, conditions, and specifications contained in this RFP.
EXCEPT FLORIDA MEDICAID CLAIMS

19,400 (Est. # of claims) Claims x \$250.00 (Estimated Average Fee) x _____% (Vendor Percentage) = _____ (Total City Cost)

- 2). A flat fee for performing any billing associated with FLORIDA MEDICAID CLAIMS. This shall be PER billing, and shall not be a percentage. The City of Fort Lauderdale estimates that there will be approximately 3,100 FLORIDA MEDICAID BILLINGS per year. This is an estimate only, based on prior year, and does not in any way guarantee that the contractor shall be paid this amount.

\$ _____/per billing x 3,100 = \$ _____/per year

TOTAL COST TO CITY (Items 1-2): \$_____.

WRITTEN:_____

Above costs shall be fixed for the three-year duration of the contract.

Cost evaluations will be based upon the total of items 1 and 2 above

FOR INFORMATIONAL PURPOSES ONLY

- 1). What fee does the proposer pay for the processing of the following credit card transactions? This assumes that the vendor will only pass along the vendors's cost of this service – additional vendor fees are not allowed. The City recognizes that these fees are adjusted periodically by the Credit Card service providers and expects these fees to be adjusted accordingly, however the City must receive a copy of the notification provided the vendor by the Credit Card processor **prior** to the vendor adjusting these fees.

MasterCard: _____ VISA: _____

American Express _____

- 2). Fees for Additional Services/Programs:
As outlined in the RFP, in addition to the specifications contained in this RFP, and during the duration of this contract; the City of Fort Lauderdale may require additional equipment (tablets) to be placed in service to perform necessary functions or as part of a new service or program. The bid prices below will be for each additional tablet that will include all applicable software, hardware, installation, and maintenance as required by the City of Fort Lauderdale beyond the scope of the original RFP as outlined.

% _____

APPENDIX INDEX

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

Appendix B: Sample layout of State of Florida EMS Aggregate Report page 1

Appendix B cont: Sample layout of State of Florida EMS Aggregate Report page 2

Appendix C: Sample layout of Computer Aided Dispatch data export data

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company:(Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.03): _____ Total Bid Discount (section 1.04): _____

Does your firm qualify for MBE or WBE status (section 1.08): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

APPENDIX A

Information to be gathered by EPCR (Electronic Patient Care Report) software should include but not be limited to:

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

- n. Appearance Pulse Grimace Activity Reparations (APGAR) scores (if applicable).
 - o. Neurological assessment information
 - p. Medical history including, but not limited to:
 - i. Prescription medications – with Pick List input
 - ii. Allergies
 - iii. Pre-existing conditions
 - iv. Current conditions
 - q. Blood pressure; be able to indicate Palp and Mast.
 - r. SPAO2
 - s. LOC
 - t. Pulse Rate; strength and regularity
 - u. Allow the user to set either the “within normal limits” or “not assessed” value to each defined assessment area (body part) by click of a single button.
19. All examination of and treatment provided to the patient including, but not limited to:
- a. Medical control contact name and time of contact physician
 - b. Patient protocol
 - c. Method of contact
 - d. Airway intervention
 - e. Breathing intervention
 - f. Circulatory intervention
 - g. Intravenous intervention
 - h. Input/output therapy
 - i. Provides patient weight conversion to metric for medications
 - j. Call summary information, including all patient information entered
20. Data about the care providers including, but not limited to:
- a. Vehicle number
 - b. Primary attendant's (Attendant No. 1) name and license number
 - c. Attendant No. 2's name and license number
 - d. Attendant No. 3's name and license number
 - e. Attendant No. 4's name and license number
 - f. Exposure information, including medic name, time, exposure type, description, supervisor notified, exposure report completed, loss of work
21. Prehospital information including, but not limited to:
- a. Call times
 - b. Scene location information, including County, zip code, response and scene
 - c. Response districts
 - d. Special scene conditions
22. Patient destination information including, but not limited to:
- a. Receiving hospital with State of Florida four-digit identifier code.
 - b. Reason for selecting a destination selected from pick list
 - c. Transport urgency (lights and siren, routine, etc.)
 - d. Call disposition BLS, ALSI, ALSII

- e. Refusal of care by patient.
 - i. User definable by an administrator
 - ii. Supports multiple languages
- 23. Odometer readings to determine distances including, but not limited to:
 - a. From ambulance starting point to incident scene.
 - b. From incident scene to patient destination
- 24. Software should provide for monitoring of all supplies utilized and give administration users the ability to access the data through report writing tools
- 25. Desk top software:
 - a. Provide the exact same interface and functionality as the mobile software with the exception of any pen-based, character recognition functionality that cannot be supported on desktop computers.

SECURITY CONTROLS -User Access Control and Security

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

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

In addition, the system should:

- a) Have a hierarchy of security (logon, record, field, function, object, and user-group) to allow or prevent specified users (or groups of users) to access specified programs at specified levels of data entry, editing, updating, deleting, and reporting functions.
- b) System locks, which allow user to “lock” terminal without shutting system down and “unlock” terminal with password, allowing users to step away from the terminal temporarily and prevent unauthorized use.
- c) Restrict download of confidential data to high-level security-authorized users to prevent loss/misuse of confidential data and information.
- d) Provide a means to print transaction error/alteration logs as needed and specified, depending on application.
- e) Automatic timeout or keyboard lock after a defined period of inactivity
- f) List all users logged on to the system at any time, and track this usage by user, date, time, station, etc.
- g) Log off users after specified number of unsuccessful log on attempts and display message for user to contact the system administrator.
- h) Allow specified intervals for mandatory password changes.

- i) Automatically log off users who have logged off improperly
- j) Revoke a user's access upon too many unauthorized logon attempts

INPUT CONTROLS

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

#215-10732 Appendix B EMS Aggregate Prehospital Report and Provider Profile Information Form *1					
Provider ID Number: _____		Quarterly Reporting Period: _____ (Quarterly Reporting Period means the quarter in which the Incident occurred.)		Report Year: _____ (Report Year refers to the year in which the incident occurred.)	
Part 1 - RUN INFORMATION FOR ALL RESPONSES WHERE THE EMS VEHICLE PHYSICALLY MOVED, THE PATIENT WALKED IN, OR WAS BROUGHT IN DIRECTLY TO THE EMS Items 1-2 (TOTAL COUNTS) *2*3*4					
For Items 1-2, please record the total number of medical responses in the space provided below for this reporting period where the EMS vehicle physically moved, the patient walked in or was brought in directly to the EMS provider (see Appendix A for specific item definitions).					
1. Service Type Requested - Choose 1 response per incident.		2. Incident/Patient Disposition - Choose 1 response per incident.			
Scene		Treated, Transported/General Hospital		Treated, Refused Transport	
Unscheduled Interfacility Transfer		Treated, Transported/Nursing Home		No Treatment Required	
Scheduled Interfacility Transfer		Treated, Transported/Medical Office/Clinic		Patient Refused Care	
Standby		Treated, Transported/Home		Dead at Scene	
Rendezvous		Treated, Transported/Trauma Center (Trauma Alert Only)		Cancelled	
Not Applicable		Treated, Transported/Other		Not Applicable	
Unknown		Treated, Transferred Care		Unknown	
		Treated, Transported by Private Vehicle		No Patient Found	
		Treated, Released		DNRO (Do Not Resuscitate Order)	
Part 2 - INCIDENT/PATIENT INFORMATION FOR TREATED AND TRANSPORT PATIENTS ONLY, Items 3-10. (TOTAL COUNTS) *2*3 Excludes Interfacility Transfers unless a critical intervention as specified under Item 8 was involved.					
For Items 3-10, please record the total number of patients in the space provided below for this reporting period that were treated and transported (see Appendix A for specific item definitions).Excludes Interfacility Transfers unless a critical intervention as specified under Item 8 was involved.					
3. Provider Impression (Initial Assessment) When more than one Provider Impression is present, choose the one impression that precipitated and drove patient care decisions.					
Abdominal Pain/Problems		Electrocution		Respiratory Distress	
Airway Obstruction		Symptoms (chills/Fever/Dizziness/Weakness/etc.)		Respiratory Not Otherwise Specified	
Allergic Reaction		General Illness Not Otherwise Specified (NOS) *6		Seizure	
Altered Level of Consciousness *5		Hemorrhage/Bleeding		Sexual Assault/ Rape	
Behaviour/Psychiatric Disorder		Hypertension		Smoke Inhalation	
Burns		Hyperthermia		Stings/Venomous Bites	
Cardiac Arrest		Hypothermia		Stroke/CVA/TIA	
Cardiac Rhythm Disturbance		Hypovolemia/Shock		Syncope/Fainting	
Cardiovascular Not Otherwise Specified (NOS) *6		Inhalation Injury (Toxic Gas)		Traumatic Injury Not Otherwise Specified (NOS)	
Chest Pain/Discomfort		Medication Reaction		Vaginal Hemorrhage	
Congestive Heart Failure/Pulmonary Edema		Pain Not Otherwise Specified (NOS *6*7		Other Not Otherwise Specified (NOS) *6	
Diabetic Symptoms (Hypoglycemia)		Poisoning/Drug Ingestion		Unknown	
Digestive Symptoms (nausea/Vomiting/Diarrhea)		Pregnancy OB Delivery			
Digestive Symptoms Not Otherwise Specified (NOS) *6		Respiratory Arrest			
4. Cause of Injury *8 - Choose up to 3 responses for this item per patient if an external cause of injury was involved under item 3.					
Aircraft Related Crash		Fight or Brawl Unarmed		Motor Vehicle/Train	
Animal Bite		Fire and Flames		Motor Vehicle to Other	
Barotrauma		Firearm (Assault/Accidental Injury/Self Inflicted)		Overexertion/Strain	
Bicycle (Rider/Passenger Injured)		Inhalation/Ingestion (Food, Beads, etc.)		Radiation Exposure	
Burn/Scald		Lightning		Rape	
Chemical Poisoning (Unintentional)		Machinery		Smoke Inhalation	
Child Assaults		Mechanical Suffocation (Plastic Bag, Crib, etc.)		Stabbing Assault	
Diving Related Traumatic Injury (excl Scuba & Snorkeling)		Motorcycle (Cyclist/Cyclist Passenger Injured)		Struck by Object (Unintentional) NOS *6	
Drowning		Motor Vehicle Non-traffic (off public road or Highway) *9		Venemous Bite/Stings (Plants/Animals)	
Drug Poisoning (Unintentional)		Motor Vehicle to Bicycle (Cyclist/Cyclist Passenger Injured)		Water Transport	
Electrocution (Non-lightning)		Motor Vehicle to Fixed Object (occupant Injured)		Other Injury Not Otherwise Specified	
Excessive Cold		Motor Vehicle to Motorcycle (Cyclist/Passenger Injured)		Not Applicable	
Excessive Heat		Motor Vehicle to Motor Vehicle (Occupant Injured)		Unknown	
Fall (Unintentional)		Motor Vehicle to Pedestrian (Pedestrian Injured)			
5. Injury Site/Type (5A-Site/5B-Type) Choose up to 5 responses per patient if Item 3 was a trauma *10.				6. Patient's Age Category (Years)	
A. Site of Injury (multiple response)		B. Type of Injury (multiple response)			
External (Including Burns)		Amputation		Under 1	
Head Only (Excluding Neck, Cervical Spine & Ear)		Blunt Injury		1 through 4	
Face (Including Ears)		Burn		5 through 14	
Neck		Crush		15 through 54	
Thorax (Excluding Thoracic Spine)		Dislocation/Fracture		55 through 64	
Abdomen (Excluding Lumbar Spine)		Gunshot		65 through 74	
Spine		Laceration		75 through 84	
Upper Extremities		Pain without Swelling/Bruising		85 plus	
Lower Extremities or Bony Pelvis		Puncture/Stab		Unknown	
Body Region Unspecified		Soft Tissue Swelling/Bruising			

7. County of Incident #215-10732 Appendix B-1 Cont		8. Critical Treatment/Intervention(s)? Choose as many responses as necessary for this item per patient.	
		A. Treatments/Procedures Administered?	
		AED Only Prior to Arrival Licensed EMS Provider	Intraosseous Catheter
		AED & CPR Prior to Arrival Licensed EMS Provider	Intubation
		AED Only by Licensed EMS Provider	Military Anti-Shock Trousers (MAST)BP
9. Patient's Highest Level of Care (Based on Treatment Level) By Mode of Transportation		B. Medication Administered?	
ALS Treatment Level by Ground		AED & CPR by Licensed EMS Provider	Military Anti-Shock Trousers (MAST)Fracture
ALS Treatment Level by Rotor Craft		Bag Valve Mask (BVM) w/o Intubation	Multi-lead Electrocardiogram (ECG)-3 Lead
ALS Treatment Level by Fixed Wing		Blood Glucose Testing/Monitoring	Multi-lead Electrocardiogram(EGC)-12 Lead Plus
BLS Treatment Level by Ground		Cardiac Pacing	Needle Thoracostomy
Other		Chest Tube	Nasogastric (NG)/Orogastric (OG) Tube
10. Return of Spontaneous Circulation (ROSC) for Cardiac Arrest Patients		CPR Only Prior to Arrival of Licensed EMS Provider	Obstetrical Care/Delivery
		CPR Only by Licensed EMS Provider	Spinal/Cervical Immobilization
		Cricothyrotomy	Volume Resuscitation (Fluid)
A. For Cardiac Arrest Patients in a Shockable Rhythm:		Yes	No
AED adm. prior to arr. of EMS&ROSC present at ED Trans?			
AED admin. by EMS and ROSC present at ED Transfer?			
NO AED administered and ROSC present at ED Transfer?			
B. For Cardiac Arrest Patients Not in a Shockable Rhythm:		Yes	No
ROSC present at ED Transfer?			
		C. Alert Called (Hospital Notified Patient is En Route)?	
		Cardiac Alert (Acute Myocardial Infarction)	Trauma Alert
		Stroke Alert	
Footnotes: *1. A response/patient may only be counted once per category except under Part II for Items 4, 5, 8 which allow for multiple responses. *2. Leave space blank when a particular item is not tracked by your agency and record a 0 if an item is tracked but did not occur during this reporting period. *3. If necessary an agency may group sub-category codes into a higher level sub-category for reporting purposes. For example different types of motor vehicle crashes may be collapsed into the sub-category General Motor Vehicle Crash. This modification must be noted and defined on the form. *4. If multiple patients were evaluated at the scene they should be included in the total count for this part (e.g. 50 children evaluated from a school bus accident would be counted as 50 responses). *5. Refers to patients with any altered level of consciousness not related to any other listed impression *6. NOS (Not Otherwise Specified) includes impressions not otherwise specified on provided list. *7. Refers to incidents where pain NOS (e.g., head, neck, back, hip, extremity, generalized pain, etc.) was the single clinical impression that drove patient care. Excludes pain due to an external cause of injury or pain related to a specified illness or condition. *8. Required when the "Provider Impression" under Item 3 was due to an external cause of injury. *9. Motor Vehicle Non Traffic Accident is any motor vehicle accident which occurs entirely in any place other than a public road. Note: A public road as defined in the 1989 ICD9/CM, refers to any road open to the use of the public for purposes of vehicular traffic as a matter of right or custom. *10. A trauma means a blunt, penetrating or burn injury caused by external force or violence. *11. Cardiac Drugs for Cardiac Care includes all cardiac drugs administered for Cardiac Care with the exclusion of Aspirin for Chest Pain, Paralytics and Medications for Pain Management. *12. Record the total number of active staff hours worked in the reporting period.			
Part 3 - EMS Provider Profile Information p New (First time completing) p Update (Change in provider information) This part only needs to be completed when Part I and or Part II of this form are completed for the first time or when there are changes in provider profile information. Please check the new or update box above to indicate whether the information recorded below is being completed for the first time or if the information being recorded is an update. This part must be completed by all State of Florida licensed providers.			
1. Provider ID:		8. Counties and Cities of Operation (Include areas of Mutual Aid Agreements):	
2. Provider Type:		/ / / /	
Contact:		/ / / /	
3. Name:		/ / / /	
4. Mailing Address:		9. Zip Codes Covered (Include Areas with Mutual Aid Agreements):	
		/ / / /	
		/ / / /	
		/ / / /	
5. Phone Numbers: () -		10. Total Number of Active Staff Hours Worked *12	
6. Fax Numbers: () -		11. Total Number of Permitted Vehicles	
7. Email Address		Advanced Life Support (ALS): _____	
		Basic Life Support (BLS): _____	
		Air Rotor: _____	
		Air Fixed Wings: _____	
Reports are due to the Bureau of EMS quarterly as follows: Quarter (based on date of incident) Due: Qtr 1- January 1 through March 31 04/30 Qtr 2- April 1 through June 30 07/30 Qtr 3- July 1 through September 30 10/30 Qtr 4- October 1 through December 31 01/30 (of the following calendar year)		Send Reports to*: Bureau of Emergency Medical Services Attention: Prehospital Aggregate Data Staff 4052 Bald Cypress Way, Bin C-18 Tallahassee, Florida 32399-1738 *SEE FORM SUBMISSION REPORTING REQUIREMENTS BELOW	
		For assistance, comments or suggestions call: EMS Aggregate Prehospital Data staff at (850)-245-4440 E-mail: EMSData@doh.state.fl.us	
		Form submission reporting requirements: All forms must be readable and submitted to the Bureau of EMS on or in the same format shown in this document. Forms will be made available upon request at the address listed above and on the Bureau's web page. Aggregate data shall be submitted to the bureau using any medium, software, or by mail or hand delivery. Electronic submissions shall be made by using approved software, media or file format as specified by the Bureau of EMS. Electronic specifications will be made available upon request.	

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&gt;&gt;&gt;&gt; by: LARRY A. ,,,,,, on terminal: fd3 ** Event Type changed from 2MST to
2MFI at: 01/12/11 12:31:07 ** &gt;&gt;&gt;&gt; by: DIANE M. ,,,,,, on terminal: ct01
XORR HX OF STROKE FEM 66 YOA CALLER HU CALLING HIM BACK ADV SHE DID NOT PASSOUT ADV FEM-
FELL NOW ADV POSS STROKE ** Event Type changed from 2MFI to 2MST at: 01/12/11 12:33:11
** &gt;&gt;&gt;&gt; by: DIANE M. ,,,,,, on terminal: ct01 NOW HAVING BACK PAINS,
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