



City of Omaha  
Jean Stothert, Mayor

RECEIVED

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CITY CLERK  
OMAHA, NEBRASKA

**Fire Department**

1516 Jackson Street  
Omaha, Nebraska 68102-3110  
(402) 444-5700  
FAX (402) 444-6378

**Bernard J. Kanger, Jr.**  
Interim Fire Chief

Honorable President

and Members of the City Council,

Submitted for your consideration is an Ordinance authorizing the City of Omaha to enter into a five-year contract with LifeQuest Services for the purpose of medic unit billing services, effective August 1, 2014.

The evaluation committee included Battalion Chief Lloyd Rupp, Stan Shearer, and Brent VanScoy from the Fire Department; Donna Waller and Todd Thorsheim from the Finance Department; and Melanie Bates from the Mayor's Office. Rosemarie Lee from the Law Department also participated in the committee process as a legal advisor.

Sixteen factors were considered in evaluating the responses, the first 10 were factors in previous RFPs. The committee added six additional criteria that were specific to moving to the new electronic way of doing business. The committee used the 16 criteria and used a scoring system to determine the successful bidder.

After an initial review of all six proposals, the committee interviewed the top three firms: Intermedix, McKesson, and LifeQuest Services. Following the proposals and the interviews, the committee determined that LifeQuest has the package that will best meet the billing needs of the Omaha Fire Department for a biller and a partner in the transition to an electronic format.

LifeQuest's proposal was 5.75% of net collections. They have several areas where the committee felt they rose to the top including a staff person with Fire and EMS experience providing the hands-on training. They specifically offered to do onsite training covering all three shifts (A,B,C) which would eliminate any call-back issues for the Fire Department. LifeQuest offered support for training administrative staff. They offered additional support above and beyond the requested that will assist with technical problems from Fire personnel during transition. They offer a "report card" that will allow us to track our internal processes where we are less efficient and make changes to improve our processes for billing and QA. This is at no extra charge and was easy to use allowing efficiencies from our field personnel and our administrative staff.

LifeQuest did extensive homework on the interworking of our overall electronic project and walked through the process to ensure a smooth transition with our already purchased software. LifeQuest was able to articulate how they would maneuver any challenges that may arise and left the committee with a high level of confidence. In checking their references other departments

Honorable President  
and Members of the City Council,  
Page 2

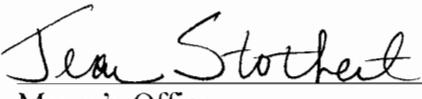
were very satisfied. It is because of these details that the committee recommends LifeQuest Services as our billing vendor.

Funding for this contract will be from the General Fund No. 11111, General Expense Organization No. 119014.

Respectfully submitted,

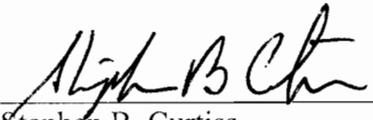
Referred to City Council for Consideration,

  
Bernard J. Kanger, Jr.  
Fire Chief  
7/9/14  
Date

  
Mayor's Office  
7/10/14  
Date

Approved as to Funding:

Approved:

  
Stephen B. Curtiss  
Finance Director  
7/9/14  
Date

  
Mikki Frost  
Human Relations Director  
7-9-14  
Date

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE to approve an Agreement between the City of Omaha and Life Line Billing Systems, LLC, d/b/a LifeQuest Services, to provide medic unit billing and collection services for a period of five (5) years from August 1, 2014, to July 31, 2019, at a rate of 5.75% of net monthly receipts; to provide for the option of two (2) one-year extensions; to approve payment of money from appropriations of more than one year as provided in Section 5.16 and 5.17 of the Home Rule Charter of the City of Omaha, 1956, as amended; to provide funds from the General Fund No. 11111, Organization No. 119014; and to provide an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That authority is hereby granted and approval is hereby given for a contract between the City of Omaha and Life Line Billing Systems LLC, d/b/a/ LifeQuest Services, for services involving the payment of money from appropriations in more than one (1) year in accordance with section 5.16 and 5.17 of the Omaha Home Rule Charter of the City of Omaha, 1956, as amended. The contract will provide for medic unit billing and collection services for a period of five (5) years from August 1, 2014, to July 31, 2019, at a rate of 5.75% of net monthly receipts, in accordance with the terms and conditions of the contract annexed hereto, and by this reference made a part of this Ordinance.

Section 2. That the City's obligations under this contract attached hereto shall be provided from the General Fund No. 11111, General Expense Organization No. 119014.

Section 3. That pursuant to the provisions of Section 2.12 of the Home Rule Charter of the City of Omaha, 1956, as amended, this Ordinance, not being of legislative character, shall be in full force and take effect immediately upon its date of passage.

ORDINANCE NO. \_\_\_\_\_

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INTRODUCED BY COUNCILMEMBER

\_\_\_\_\_

APPROVED BY:

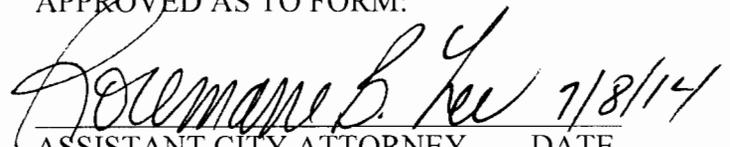
\_\_\_\_\_  
MAYOR OF THE CITY OF OMAHA DATE

PASSED \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF OMAHA DATE

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ASSISTANT CITY ATTORNEY DATE

## **AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Omaha, a municipal corporation in Douglas County, Nebraska, hereinafter called "City," and Life Line Billing Systems, LLC, d/b/a LifeQuest Services, hereinafter called "Contractor." Contractor and City may be collectively referred to as "Parties" or individually referred to as a "Party."

### **PRELIMINARY STATEMENT**

City collects a fee for persons transported in City medic units as set out in Omaha Municipal Code Sec. 10-275, et seq., and is seeking a contractor to provide the billing, accounts receivable, and collection services attendant to this fee. In addition City is proposing to go to electronic patient care reporting in the field and requests that a contractor be willing to assist in the process of moving to electronic patient care reporting and be responsible for making purchases of hardware, mounting equipment, mobile gateway products to bring this process to fruition. In addition a contractor will secure a company to install and service the above products in accordance with City's specifications and to be compatible and able to receive the data from RescueNet RMS and RescueNet Fire RMS ePCR by Zoll at the contractor's cost.

NOW, THEREFORE, in consideration of the foregoing, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

#### **I. RESPONSIBILITIES OF CONTRACTOR**

1. Contractor agrees to provide the services as outlined in Exhibit "A," the Request for Proposals ("RFP"), which is attached hereto and incorporated herein by this reference.
2. Contractor further agrees to process refund payments due to individual patients and/or carriers. Contractor will submit a monthly refund invoice to City based on refunds due that month. Once invoice payment is received, Contractor will remit refund checks to individual patients and/or carriers within thirty (30) days.
3. Contractor must allow inspection or audit by City or its agent of all records applicable to City's account. These records must be maintained in accordance with Nebraska and federal law.
4. Prior to the award of the contract, Contractor must have on file with the Human Rights and Relations Department the annual Contract Compliance Report (Form CC-1).
5. Contractor shall provide a Performance Bond of \$100,000.00 within ten (10) days of notice of the award.

6. Contractor agrees to coordinate with City personnel to purchase and install the hardware and equipment identified in Exhibit "A" and to be involved as requested with any hardware or installation problems to assist or mitigate any issues that Omaha Fire Department personnel cannot resolve for the duration of the contract.
7. Contractor shall provide the Report Card feature at no cost to the City.
8. Contractor shall provide onsite training to all three shifts of Omaha Fire Department personnel as well as administrative staff to support the billing and collection process at the request of the City up to two times per year.
9. Contractor shall provide technical assistance during the transition process to include, password reset and trouble shooting devices, for Omaha Fire Department personnel.

## **II. RESPONSIBILITIES OF CITY**

1. City, through assigned staff, will provide assistance, coordination, and direction in all aspects of implementation of this Agreement.
2. City will provide, if available, at a minimum of every two (2) weeks, the billing information set out in Exhibit "A" in an electronic format. The information submitted to Contractor by City through the Omaha Fire Department can be modified by either Party upon agreement of the Parties.
3. City agrees to enter into any necessary Business Associate Agreement as required by the Health Insurance Portability and Accountability Act ("HIPAA").
4. City will make payment within twenty (20) days of receipt of any invoice from Contractor.
5. City will provide a Lock Box address to Contractor and will instruct Lock Box to forward all Lock Box documents to Contractor for processing.
6. City will cooperate with Contractor in all matters to ensure proper compliance with laws and regulations and to ensure Contractor has necessary access to bank deposit information to perform required reconciliation procedures.

## **III. TERM**

1. This Agreement will commence August 1, 2014, and continue through July 31, 2019, provided, however, that either Party may terminate this Agreement upon the giving of thirty (30) days written notice of termination in writing to the other Party if the other Party defaults on any of its obligations under this Agreement. All provisions of this Agreement are subject to federal regulations and changes in federal regulations.

2. This Agreement is subject to termination by City if Contractor fails to meet the performance standards set out in this Agreement.
3. Upon the effective date of termination, Contractor shall cease to enter new patient and charge data into its computer system but will continue to perform the services under this Agreement, at the then-current rates hereunder, for a period of ninety (90) days with respect to all of City's accounts receivable arising from charges for clinical procedures rendered prior to the termination date. Contractor will discontinue processing accounts receivable after the termination date and deliver to the City a final list of accounts receivable in xml format or other format approved by City.
4. This Agreement may be extended, on the same terms and conditions, for an additional two (2) separate one-year terms at the option of City.

#### **IV. COMPENSATION**

1. Contractor will charge City 5.75% of "Net Monthly Receipts" made by or through Contractor on City's accounts receivable during the previous month. The percent of receipts method of charges should be based on the Medic Unit fee schedule found in Omaha Municipal Code Sec. 10-276 which is subject to a yearly review.

"Net Monthly Receipts" is the total sum of all monies collected by or through Contractor for all services rendered by City, less amounts refunded or credited to a patient or third-party payer as a result of overpayments, erroneous payments, or bad checks.

2. No extended services will be performed unless they are authorized in the contractual Agreement or in a written amendment to the Agreement.
3. Contractor will submit monthly invoices and reports detailing the work performed to Fire Department and Finance Department. The monthly reports shall consist of monthly billings, monthly claims submitted, receipts by account and type, and an aging of the accounts receivable as fully set out in this Agreement.
4. City agrees to pay the monthly invoices and all other charges set forth in this Agreement within twenty (20) days of its receipt of each invoice from Contractor.

#### **V. PERFORMANCE MEASURES**

1. City will use the net collection rate of \$7,450,240.00 as the baseline for the performance measure of this Agreement.
2. The collection rates of Contractor shall be subject to an annual review by City. Contractor's net collection rate will be compared to the baseline rate and the previous year's net collection rate to determine if Contractor is maximizing the revenue under this Agreement.

3. After such annual review if it is determined by City that the net collection rate of Contractor is 10% below the baseline net collection rate for City, Contractor will be subject to an action plan by City to determine the causes.
4. If after any such annual review it is determined by City that the net collection rate of Contractor is 20% below the baseline net collection rate for City, this Agreement will be subject to termination by City at its discretion.

## **VI. TERMINATION**

1. Upon default of any terms of this Agreement either Party may terminate this Agreement upon thirty (30) days written notice of default.
2. If Contractor fails to meet the performance standards set out in this Agreement and the attached Exhibit "A," the Agreement is subject to termination by City.
3. The Agreement may be terminated prior to the end of the contract period by mutual agreement of both Parties by at least ninety (90) days written notice.
4. Upon the effective date of termination, Contractor shall cease to enter new patient and charge data into its computer system, but will (i) continue to perform the Services under this Agreement, at the then-current rates hereunder, for a period of ninety (90) days with respect to all of City's accounts receivable arising from charges for clinical procedures rendered prior to the termination date: (ii) thereafter discontinue processing such accounts receivable: (iii) deliver to City, a final list of accounts receivable in an xml format or other format approved by City.
5. In the event of termination, for any reason, or upon expiration of the Agreement all hardware and equipment purchased by the Contractor, as required under the provisions of this Agreement, for use by the City in the performance of this Agreement shall become property of the City at no additional cost.

## **VII. MISCELLANEOUS PROVISIONS**

1. Entire Agreement. This Agreement contains the agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee, or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.
2. Waiver. Failure or delay by any Party to exercise any right of power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by either Party which such Party is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

3. Applicable Law and Venue. The Parties to this Agreement shall conform with all existing and applicable City ordinances, resolutions, state and local laws, federal laws, and all existing rules and regulations. Nebraska law will govern the terms and performance under this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County, and for any federal legal proceedings in the United States District Court for the State of Nebraska located in Omaha, Nebraska.
4. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
5. Captions. The captions used herein are for convenience only and do not limit the contents of this Agreement.
6. Amendment. This Agreement may be modified only by written amendment duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
7. Nondiscrimination. Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, NEB. REV. STAT. § 48-1122, they will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin, or similarly protected statutes of the employee or applicant. Neither of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
8. New Employee Work Eligibility Status. Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
9. Interest of City. Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of City shall have a financial interest, direct or indirect, in any City contract. Any violation of this section with the knowledge of the person or corporation contracting with City shall render the Agreement voidable by the Mayor or Council.

10. Interest of Contractor. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement; it further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
11. Assignment. Except as otherwise provided in this Agreement, this Agreement and the rights, interests, and benefits hereunder may not be assigned, transferred, or pledged in any manner without the prior written consent of the Party to be charged, and shall not be subject to execution, attachment, or similar process. Any attempt to assign, transfer, or pledge, or make any other disposition of this Agreement, or any of the rights, interests, and benefits contrary to the foregoing shall be null and void. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
12. Independent Contractor. It is specifically understood and agreed by City and Contractor that any and all acts that Contractor or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the City. City and Contractor shall each act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither Contractor nor its personnel, employees, agents, contractors, or servants shall be entitled to any City benefits. City shall not provide any insurance coverage to Contractor or its employees including, but not limited to, workers' compensation insurance. Contractor shall pay wages, salaries, and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements, or any other such similar matters. Contractor shall have no authority to bind City by or with any contract or agreement, nor to impose any liability upon City. All acts and contacts of Contractor shall be in its own name and not in the name of the City, unless otherwise provided herein.
13. Drug Free Policy. Both Parties maintain that each has established and maintains a drug free workplace policy.
14. Records. Contractor agrees to prepare, keep and maintain records, in a method, location and for a time period required by all federal, state and local laws and regulations for record retention. City shall have the right to audit and examine such records during usual business hours upon reasonable advance notice to Contractor without charge.
15. Audits. During the term of this Agreement, City will have the right to use internal personnel of City for the purpose of performing audits that may be considered necessary by City to determine the accuracy and correctness of the accounts receivable and internal control performed and maintained by Contractor. Contractor will cooperate by furnishing such personnel with any and all information as is reasonably necessary to perform and

complete all audit procedures determined to be necessary by such personnel. City agrees that any such audit will be conducted at such times and in such a manner.

During the term of this Agreement, City will have the right to engage, at its expense, independent auditors (the "Auditors") for the purpose of performing audits that may be considered necessary by City to determine the accuracy and correctness of the accounts receivable and internal control performed and maintained by Contractor, provided, however, that such persons are not employed by or in any manner affiliated with any entity that performs services substantially similar to any of the Services performed by Contractor pursuant to this Agreement. Contractor will cooperate by furnishing such Auditors with any and all information as is reasonably necessary to perform and complete all audit procedures determined to be necessary by the Auditors. Prior to performing such audits, City will cause the Auditors to execute Contractor's "Business Associate/Confidentiality/Non-Solicitation" Agreement. City agrees that any such audit will be conducted at such times and in such a manner so as to avoid undue disruption of Contractor's operations.

16. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City, its agents and employees, successors and assigns, individually and collectively, from and against all claims, suits, damages, fines, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the provision of services under this Agreement, provided that such claim, suit, damage, fine, loss or expense is caused in whole or in part by negligent acts or omissions of Contractor, regardless of whether or not such claim, suit, damage, fine, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

Contractor and City shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either Party.

In the event of error or omission in the performance of the Services due solely to the action or failure to act of Contractor, Contractor will re-perform the Services at no additional cost to City. City acknowledges that City shall be responsible for the codes assigned to patient charts (if City takes coding responsibility away from Contractor), including, but not limited to, the accuracy, legality and appropriateness of such codes; the accuracy of fee schedules; and the accuracy of all other data provided to Contractor for use in the provision of the Services. Contractor shall have no liability for the (a) inability of third parties or systems beyond the control of Contractor to accurately process data, or (b) transmission to Contractor of inaccurate, incomplete or duplicate data. Notwithstanding the foregoing, this shall not apply to any civil monetary fine or penalty and interest assessed against City by Medicare, Medicaid, or other third-party health insurance provider arising out of the sole negligence or willful misconduct of Contractor in the performance of its Services hereunder.

17. Insurance. Contractor shall maintain during the life of this Agreement the applicable Nebraska statutory workers' compensation coverage for all of its employees. Each Party is solely responsible to determine its need for and to maintain sufficient coverage which may be needed in connection with this Agreement. The maintenance of insurance (self or otherwise) as required by this Agreement shall not be construed to limit a Party's liability hereunder or to fulfill the indemnification provisions of this Agreement.
18. Equal employment opportunity clause. Annexed hereto as Exhibit "B" and made a part hereof by reference are the equal employment provisions of this contract. All reference in Exhibit "B" to "Contractor" shall mean "LifeQuest." Refusal by Contractor to comply with any portion of this program as therein stated and described will subject the offending party to any or all of the following penalties:
  - (a) Withholding of all future payments under the involved contracts to Contractor in violation until it is determined that Contractor is in compliance with the provisions of the Contract;
  - (b) Refusal of all future bids for any contracts with the City or any of its departments or divisions until such time as Contractor demonstrates that it has established and shall carry out the policies of the program as herein outlined.
19. Confidentiality. Contractor agrees not to use or disclose to anyone other than City any information about City or any of City's patients received in the course of performing the Services, except as required to bill charges or as otherwise legally required, including, but not limited to, any legal requirements of the Health Insurance Portability and Accountability Act and its implementing regulations ("HIPAA"). Notwithstanding the preceding sentence, City agrees that Contractor may use City information for research and statistical compilation purposes so long as City and patient identifying information is kept confidential in accordance with applicable law. City acknowledges that the software employed by Contractor in performing the Services is confidential and that Contractor is the sole owner or licensee of the software, all report formats and all reports generated by the software that are produced for internal operational purposes and not generally made available to City. City agrees not to disclose and to cause its employees, agents and representatives not to disclose to anyone information regarding the software, or any information it receives about the software, Contractor's business practices or other trade secrets or confidential information of Contractor, except as legally required. Each Party agrees that the other Party does not have an adequate remedy at law to protect its rights under this Section and agrees that the non-defaulting Party will have the right to injunctive relief from any violation or threatened violation of this Section.
20. Dispute Resolution. Any dispute which, in the judgment of any Party to this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Party. As soon as possible thereafter, the Parties' authorized representatives shall schedule a face-to-face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to attempt to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of

negotiations, the Parties shall act in good faith to perform their respective duties described herein.

21. Health Insurance Portability and Accountability Act (“HIPAA”). In addition, to the confidentiality provisions set forth in this Agreement, the Parties desire to comply with the Standards for Privacy of Individually Identifiable Health Information promulgated by the Department of Health and Human Services at 45 CFR parts 160 and 164, subparts A and E (“Privacy Rule”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).
- (a) The Parties shall ensure that their directors, officers, employees, contractors, and/or agents do not use or further use or disclose Protected Health Information (as defined in the Privacy Rule) in any manner that would constitute a violation of the Privacy Rule other than as permitted or required by Law; and,
  - (b) The Parties agree to implement all necessary safeguards to prevent the use or disclosure of the Protected Health Information (as defined in the Privacy Rule) and to mitigate, to the extent practicable, any potential business pattern, practice or effect that is known to the Parties to be in violation of the requirements of the Privacy Rule.
  - (c) The Parties acknowledge and agree to cooperate and modify the terms of this Agreement for any changes to HIPAA which require modifications herein.
22. Authorized Representatives and Notice. In further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, except for any notice required under applicable law to be given in another manner, the following named individuals shall be the authorized representative of the parties:

For the CITY  
Donna Waller  
City Treasurer  
City of Omaha  
Omaha/Douglas Civic Center  
1819 Farnam Street, Suite 1004  
Omaha, NE 68183

For CONTRACTOR  
Michael J. Finn, CEO  
Ted J. Wolf, CFO  
Life Line Billing Systems, LLC  
d/b/a LifeQuest Services  
N2930 State Road 22  
Wautoma, WI 54982

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case signed receipt shall be obtained; by United States mail, registered or certified, return receipt requested; or by facsimile with a signed return facsimile acknowledging receipt.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of August 1, 2014.

EXECUTED effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Life Line Billing Systems, LLC, d/b/a LifeQuest  
Services

By \_\_\_\_\_  
Michael J. Finn, CEO

ATTEST:

CITY OF OMAHA, a Municipal Corporation

\_\_\_\_\_  
Buster Brown, City Clerk                      Date

By \_\_\_\_\_  
Jean Stothert, Mayor    Date  
City of Omaha

APPROVED AS TO FORM:

\_\_\_\_\_  
Rosemarie B. Lee                                      Date  
Assistant City Attorney

Exhibit A

REQUEST FOR PROPOSAL TITLE	RELEASE DATE
<b>MEDIC UNIT BILLING &amp; COLLECTION SERVICES</b>	<b>Wednesday, April 2, 2014</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>Wednesday, May 14, 2014</b>	<b>John Leming</b>

On behalf of the City of Omaha Finance Department and Omaha Fire Department, the Douglas County Purchasing Agent is issuing this Request for Proposal to solicit proposals from qualified contractors/consultants to provide billing, accounts receivable and collection services for the medic unit fee. The overall design of this project is to have docking stations with laptops installed in each squad and onboard mobile gateway so that when the Omaha Fire Department goes live with Zoll ePCR in late 2014 there will be connectivity back to the ePCR server and OFD can transfer data to hospitals, ePCR & the State of Nebraska. The winning bidder and their vendor will help to facilitate this process with upfront purchase and working with OFD and Zoll to institute ePCR and processes required. A company submitting a proposal should be willing to assist us in the process of moving to electronic patient care reporting and as an overview would be responsible for the following, in accordance with Attachments:

1. Making purchases of hardware, mounting equipment, mobile gateway products to bring this process to fruition and facilitate seamless flow of information.
2. Securing a company to install and service the above products. All data storage requirements must be HIPAA compliant.
3. Be compatible and able to receive the data from RescueNet Fire RMS and in transition to RescueNet Fire RMS ePCR by Zoll at their cost and translate that data into what is needed to bill and exceed collection rate as detailed.

Written questions are due no later than 4:00 pm CDST, Friday, April 18, 2014, and should be sent to John Leming, Buyer at [john.leming@douglascounty-ne.gov](mailto:john.leming@douglascounty-ne.gov).

Questions should be plainly labeled "Questions for Medic Unit Billing & Collection Services Contractor RFP".

The response to questions or any other clarifications will be provided **solely** through addendum posted on Douglas County Purchasing Department's website [www.douglascountypurchasing.org](http://www.douglascountypurchasing.org) by approximately Friday, April 25, 2014.

**NOTE SCHEDULE OF EVENTS IN RFP FOR ACTIVITY DATES AND TIMES.**

Contractor should submit one (1) original, six (6) copies and one (1) electronic copy (CD) of their entire proposal. Proposals must be submitted by the proposal due date and time.

**PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.**

1. Proposals must be received in:

**Office of the City Clerk  
1819 Farnam Street, LC1**

**Omaha, Nebraska 68183**

by the date and time of the proposal opening indicated above. No late proposals will be accepted. No fax proposals will be accepted.

2. Proposals must meet all specifications, terms and conditions of this Request for Proposal (RFP).
3. The Contractor's proposal **MUST** be manually signed, in ink, and returned by the proposal opening date and time along with any other requirements as specified in the RFP in order to be considered for an award.
4. Proposals must be in a sealed envelope/container and marked "**MEDIC UNIT BILLING & COLLECTION SERVICES CONTRACTOR RFP**". Container(s) utilized for original documents must be clearly marked **ORIGINAL DOCUMENTS**.
5. A proposal may not be altered after opening. The proposal must stay in effect throughout the term of the contract.

## I. STANDARD CONDITIONS AND TERMS

**SCOPE:** These standard conditions and terms of the Request for Proposal (RFP) and acceptance apply in like force to this inquiry and to any subsequent contract resulting there from.

**EXECUTION:** Proposals must be typewritten and signed in ink by the contractor. Erasures and alterations must be initialed by the contractor in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

**SPECIFICATIONS:** Contractors must submit a proposal in accordance with the terms and conditions in this Request for Proposal.

**ALTERNATE TERMS AND CONDITIONS:** The CITY, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal Requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the CITY. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the CITY, are deemed to be rejected.

**INSURANCE:** For CITY projects where the scope of work will be less than \$200,000, the following levels of insurance will be required: The successful Contractor shall provide a certificate of insurance indicating (1) adequate workers' compensation (statutory); (2) public liability in an amount not less than \$250,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than \$500,000 where more than one person is involved in any one accident; and (3) property damage insurance in an amount not less than \$500,000; naming the CITY of Omaha as an additional insured.

Unless otherwise specified, for CITY projects where the scope of work will exceed \$200,000, the following levels of insurance will be required: The successful Contractor shall provide a certificate of insurance indicating (1) adequate workers' compensation (statutory); (2) public liability in an amount not less than \$1,000,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than \$5,000,000 where more than one person is involved in any one accident; and (3) property damage insurance in an amount not less than \$500,000; naming the CITY of Omaha as an additional insured.

**AWARD:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The CITY reserves the right to reject any or all proposals, wholly or in part, or to award to multiple Contractors in whole or in part. The CITY reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the Contractor's competitive position. All awards will be made in a manner deemed in the best interest of the CITY.

**PERFORMANCE AND DEFAULT:** The CITY reserves the right to require a performance bond from the successful Contractor, as provided by law, without expense to the CITY. Otherwise, in case of default of the Contractor, the CITY may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

**NONDISCRIMINATION:** Contractor shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, or disability as recognized under 42 USCS 12101 et. seq. and Omaha Municipal Code 13-89, political or religious opinions, affiliations or national origin.

In accordance with the Nebraska Fair Employment Practice Act Neb.Rev.Stat 48-1122, Contractors agree that neither they nor any of their subcontractors shall discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal. The successful company, as a part in being awarded the contract, must have on file with the Human Resources, Human Rights and Relations Department a completed Contract Compliance Report Form CC-1.

**DRUG POLICY:** Contractor certifies that Contractor maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the CITY.

**NEW EMPLOYEE WORK ELIGIBILITY STATUS (Neb.Rev.Stat. §4-108-114):** The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Douglas County. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us) .
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb.Rev.Stat. § 4-108.

## **II. SCOPE OF THE REQUEST FOR PROPOSAL**

**A. SCOPE:** The Douglas County Purchasing Department, on behalf of the City of Omaha (CITY) Finance Department and the Fire Department is interested in receiving proposals from qualified vendors to provide billing, accounts receivable and collection services for the medic unit fee. The City is proposing to go to electronic Patient care reporting in the field by December, 2014.

The intent is to create closed call rule, improve QA and ultimately increase the collection rate and improve data reporting to the State of Nebraska for NEMSIS purposes. The City has purchased Zoll Rescue Net ePCR and has the maintenance agreement to support that software program. A company submitting a proposal should be willing to assist us in the process of moving to electronic patient care reporting and as an overview would be responsible for the following:

1. Making purchases of hardware, mounting equipment, mobile gateway products to bring this process to fruition.
2. Secure company to install and service the above products per specifications.
3. Be compatible and able to receive the data from RescueNet Fire RMS and/or RescueNet Fire RMS ePCR by Zoll at their cost and translate that data into what is needed to bill and exceed collection rate as detailed in a HIPAA compliant and secure method of electronic transfer and storage.

The contractor with the awarded bid will be receiving data on July 1, 2014, as it is currently provided as an electronic file transfer. This process is generally done on a weekly basis. The contractor with the awarded bid will assist us in transitioning to electronic patient care reporting by December 2014 with all the tablets and all applicable hardware in place as the timeline provides. The contractor should have experience performing this kind of project or demonstrate that they can do so.

The Contractor will be responsible for all requirements and successful performance of this contract.

## **B. CONTRACTORS REQUIRED SERVICES/RESPONSIBILITIES**

1. The City of Omaha desires a service provider to provide an accurate billing system with emphasis on a fast turnaround between services and payments. Features of the system must include prompt submission of Medicare, Medicaid and Insurance claims, including secondary provider claims and follow-up procedures for rejected claims. The ability to electronically process claims is required and a transition between receipt by electronic file transfer to receipt by Zoll ePCR file will be required and will occur in the first 6 months no later than December 14, 2014. Any adjustments to the process or changes to receipt of our files by the company will be at the expense of the awarded contractor.
2. Provide the hardware and installation as set out in Attachment C. In addition, in the event of any damage and/or defect to any equipment purchased for this agreement, the contractor will replace and/or repair at no cost to the City within 48 hours of notice by the City for the entire duration of the contract.
3. The preparation of monthly reports that detail the following shall be submitted in electronic format to the Omaha Fire Department and Finance Department.
  - a. A summary report of the following information with a detailed report available on request by the City listing each account and its transactions, including name, account number, provider code/ICD-10 or a business plan that supports changing to ICD-10, address, date of ambulance service, type of third-party claims filed and account balance.

- b. A report recapping the above report which also identifies the source of payments (i.e., Medicare, Insurance, self-pay).
  - c. A report which ages the accounts receivable at 30/60/90/120 days.
  - d. A report detailing refunds issued which includes the reason for the refund.
  - e. Refunds will be processed by Contractor and adjusted on a monthly basis.
4. Have follow-up procedures to verify the accuracy of all billings returned by Post office.
5. Provide all customer-related inquiry services and prepare additional third-party claims based on this information exchange.
6. Must have the ability to provide Customer Service for Spanish speaking clients on-site.
7. Compliance with Federal, State, Local and HIPAA Regulations will be required.
8. Contractor must be able to generate copies of statements upon request of the Omaha Fire Department within five working days.
9. Contractor must employ a Certified Procedural Coder (CPC) with certification from a nationally recognized agency either, AAPC and/or AHIMA that will be assigned to this Contract.
10. Notify City bi-weekly, in writing, of the monthly refund amount owed by City for the previous two weeks.
11. Provide electronic filing and remittance with Medicare, Medicaid and all major insurance carriers, where necessary, submit paper claims if electronic filing is not accepted.
12. Provide a toll-free "800" phone number to answer phone inquiries concerning patient account information. This phone number shall be printed on the correspondence sent pursuant to this agreement. Provide customized statements in City's name which shall include the Contractor's website.
13. Provide on-site training at City (schedule, frequency and type of training to be mutually agreed upon, but at least semi-annually).
14. File primary, secondary and tertiary insurance for patients and resubmit rejections and no action accounts.
15. Back-up data of Computer System every night and store back-up tapes off-site. Such off-site facility must be HIPAA compliant and proof of such arrangement must be supplied to the City. A business associate agreement with the data storage facility must be supplied to the City prior to the transmittal of patient data under this contract.

16. Receipt from the City of the patient data will be in an electronic format generated from the City's patient care reporting system, which is RescueNet Fire RMS by Zoll Data Systems. The City will generate an electronic file for each Patient Care Report to be billed and will make every attempt to generate these files daily. The successful contractor must be prepared to receive these files, via ftp, and should have a secured site to accept these files using 128-bit encryption or greater. Within the first six months of the contract, the City will be changing Patient care reporting to another Zoll product called Rescue Net ePCR. This changeover may require a return visit, after initial installation, to work with the product during testing with Zoll, the State of Nebraska and local hospitals when the City goes live. The successful contractor will be able to accept at their expense, the new files that will be generated daily.
17. It is the responsibility of the successful contractor to modify their billing system, at their expense, to capture the necessary data generated from the City's patient care reporting system RescueNet Fire RMS and to transition to RescueNet Fire RMS ePCR by Zoll Data Systems. The City will not, under any circumstances, modify their current system, nor will they authorize the successful contractor to make any modifications to the City's current system in order to satisfy the vendor's requirements in response to this RFP.
18. Establish a working relationship with area hospitals to obtain and/or verify patient insurance or contact information. The successful contractor must seek to enter into a Business Associates Agreement with area hospitals to obtain patient information electronically. The expense of obtaining patient information in other than electronic format will be borne by the contractor.
19. The service provider will check diagnosis codes for accuracy before submission and contact the Fire Department with problem codes. The provider will be required to assist the Fire Department in maintaining and updating their master diagnosis code table and to adapt their system to the Fire Department's current information collection system.
20. In regard to collection procedures, a "lock box" arrangement has been established with the City's depository at US Bank.
  - a. All receipts shall be deposited directly into the City "lock box" account.
  - b. All costs associated with this "lock box" account and the responsibility for collection of insufficient fund checks will be the responsibility of the contractor. The City shall bill the company quarterly for the cost of the lock box. Additionally, the contractor shall be responsible for the cost of Bank delivery of any necessary lockbox information.
  - c. Detailed daily reports of lock box receipts including account information, invoice number and amounts applied are to be provided to the City electronically.
  - d. Collections for the purpose of this agreement will be net of all insufficient fund checks not collected.
21. The successful contractor will arrange modified payment schedules for those individuals who demonstrate that they are unable to pay the full amount when billed.

### **C. COLLECTION PROCEDURE**

1. The current collection Procedure shall include a 120-day invoicing cycle with four invoices only. The language of the invoices/demands shall be subject to review and approval by the City of Omaha.
2. Accounts which involve third-party claims will begin this cycle upon notice of nonpayment or payment from the third party.
3. All payments on account will reset the cycle listed above.
4. Payment on accounts sent to collection by the City will be the sole property of the City and will not be considered collected under the contract agreement.
5. The City shall have the sole right to pull an account from collection and, upon notification by the City, all collection efforts must stop and no payment will be made to service provider after the date of the notification.

### **D. CITY'S RESPONSIBILITIES**

1. Battalion Chief Lloyd Rupp, along with assigned staff, will provide assistance, coordination and direction in all aspects of implementation.
2. During the operational portion of the project, assigned staff will respond promptly to requests for information or records.
3. The Fire Department will provide, if available, at a minimum of every two weeks, the following billing information in an electronic format. The information submitted to the contractor by the Omaha Fire Department can be modified by either party upon agreement of the parties.
  - a. Incident information (i.e., incident number, date, and location)
  - b. Patient information (i.e., name, address, and medical history)
  - c. Treatment information (i.e., impressions, symptoms, treatment and medications)
  - d. Hospital information (i.e. hospital name, transport mode and transport times, and mileage)
4. Medicare, Medicaid and medical insurance information will be provided by the receiving hospital or Fire Department when available. This information will include:
  - a. Patient name, address, birth date and sex.
  - b. Guarantor name and address.
  - c. Medical insurance, name of company, address (if known) and insurance number.

- d. Medicare/Medicaid beneficiary number.
5. Payment will be made by the City within 20 days of receipt of invoice.

**E. PERFORMANCE MEASURES**

1. The City of Omaha will use the net collection rate of \$7,450,240 as the baseline for the performance measure of this agreement.
2. The collection rates of the contractor shall be subject to an annual review by the City of Omaha. The contractor's net collection rate will be compared to the baseline rate and the previous year's net collection rate to determine if the contractor is maximizing the revenue under this contract.
3. After such annual review if it is determined by the City of Omaha that the net collection rate of the contractor is 10% below the baseline net collection rate for the City of Omaha, contractor will be subject to an action plan by the City of Omaha to determine the causes.
4. If after any such annual review it is determined by the City that the net collection rate of the contractor is 20% below the baseline net collection rate for the City of Omaha, this contract will be subject to termination by the City at their discretion.

**F. TERM:** The agreement which results from this RFP will be a contract for a period of five (5) years. This Agreement may be extended, on the same terms and conditions for an additional two (2) separate one-year terms, if the CITY exercises the option to do so.

Extensions of the contract shall be at the option of the CITY, exercised by the Finance Director or his/her representative.

**G. EXCLUSIVE:** Any agreements awarded shall be exclusive.

**H. INQUIRIES:** Any explanation desired by a contractor regarding the meaning or interpretation of any RFP provision or questions must be submitted in writing to John Leming, Buyer, no later than **4:00 p.m. CDST on Friday, April 18, 2014** and clearly marked "Questions for Medic Unit Billing & Collection Services Contractor RFP".

Questions should be sent via email to [john.leming@douglascounty-ne.gov](mailto:john.leming@douglascounty-ne.gov)

The response to questions or clarifications will be provided **solely** through addendum posted on the Douglas County Purchasing Department's web site [www.douglascountypurchasing.org](http://www.douglascountypurchasing.org)

**I. PERFORMANCE BOND:** The successful Contractor will be required to supply a performance bond in the amount of \$100,000 executed by a corporation authorized to contract as surety in Nebraska payable to the City of Omaha, within ten (10) calendar days of notice of award. The bond will guarantee that the selected Contractor will enter into a contract with the CITY and will insure the faithful performance of the contract.

Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss the CITY. The bond or certified check will be returned when the service has been completed.

**J. PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor(s) will be required to assume responsibility for all contractual services offered in this proposal whether or not the Contractor(s) perform them. Further, the CITY will consider the Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract.

**K. TERMINATION**

1. Upon default of any terms of this Agreement either party may terminate this Agreement upon 30 days written notice of default.
2. If the contractor fails to meet the performance standards set out in provisions of this RFP the contract is subject to termination by the City.
3. The contract may be terminated prior to the end of the contract period by mutual agreement of both parties by at least ninety (90) days written notice.
4. Upon the effective date of termination, Contractor shall cease to enter new patient and charge data into its Computer System, but will (i) continue to perform the Services under this Agreement, at the then-current rates hereunder, for a period of ninety (90) days with respect to all of City's accounts receivable arising from charges for clinical procedures rendered prior to the termination date: (ii) thereafter discontinue processing such accounts receivable: (iii) deliver to City, a final list of accounts receivable in an xml format or other format approved by the City.
5. In the event of termination, for any reason, or upon expiration of the contract all hardware and equipment purchased by the contractor, as required under the provisions of this agreement, for use by the City in the performance of this contract shall become property of the City of Omaha at no additional cost.

### **III. PROCUREMENT PROCEDURES**

#### **A. GENERAL INFORMATION**

The Request for Proposal (RFP) is designed to solicit proposals from qualified contractors who will be responsible for providing billing, accounts receivable and collection services for the Medic Unit Billing. Proposals that do not conform to the mandatory items as provided in the proposal instructions will not be considered.

Prospective contractors are expected to carefully examine all documentation, schedules and requirements stipulated in this RFP and respond to each requirement in the format prescribed.

A contract will be awarded to a single contractor as a result of this proposal.

CITY reserves the right to reject all proposals, and, at its discretion, may withdraw or amend this RFP at any time. If, in the opinion of CITY, revisions or amendments will require substantive changes in proposals, the due date may be extended.

#### **B. BACKGROUND**

Effective January 1, 1992, the City of Omaha enacted a Medic Unit fee. The current Medic Unit fee schedule is attached for your information. (Attachment A) These fees are in accordance with the provisions of the Omaha Municipal Code, 10-275, et. seq. Individuals provided emergency medical services with transportation to a medical facility are charged this fee.

The City of Omaha is seeking proposals from all sources to provide the billing, accounts receivable and collection services for the rescue squad fee, along with the ability to purchase hardware, mounting equipment and mobile gateway products, to secure installation and service of all equipment and be compatible and able to receive the data from RescueNet RMS and RescueNet Fire RMS ePCR by Zoll at their cost.

The City of Omaha currently operates a fleet of fifteen (15) Medic units. All fifteen (15) are front line units. Based on historical data, approximately 39,000 Medic Unit dispatches will occur in a year. These estimates project 24,550 billable patients yearly.

The City of Omaha's medic unit service predominantly utilizes eleven area hospitals:

- Alegent Creighton Health Bergan Mercy Medical Center
- Methodist Hospital
- Methodist Women's Hospital
- The Nebraska Medical Center
- Alegent Creighton Health-Creighton University Medical Center
- Alegent Creighton Health Immanuel Medical Center
- Children's Hospital & Medical Center
- Alegent Creighton Health Lakeside Hospital
- Alegent Creighton Health Midlands Hospital
- Dept. of Veteran Affairs Nebraska – Western Iowa Health Care System
- Bellevue Medical Center

#### **C. COMMUNICATION WITH STAFF**

From the date the RFP is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential contractors and individuals employed

by CITY is restricted to only written communication with the person designated as the point of contact for this RFP.

Once a Contractor is preliminarily selected, that Contractor is restricted from communicating with CITY staff/employees until a contract is signed.

The following exceptions to these restrictions are permitted:

1. Written communication with the person designated as the point of contact for this RFP or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations;
3. City staff/employees and/or Contractor staff present at a Pre-Proposal Conference when recognized by CITY staff facilitating the meeting for the purpose of addressing questions; and,
4. City staff/employees designated to discuss and finalize a contract.

Violation of these conditions may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition

#### **D. PROPRIETARY INFORMATION**

All information and data contained in the proposal becomes the property of CITY and becomes public information upon opening the proposal.

Any proprietary and/or copyrighted material must be submitted in a separate envelope/package and submitted with the proposal. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials.

If the Contractor wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. (Neb. Rev. Stat. §§ 84-712 through 84-712.09)

All proprietary information the contractor wishes CITY to withhold must be submitted in a sealed package, which is separate from the remainder of the bid. The separate package must be clearly marked PROPRIETARY on the outside of the package.

**Contractors may not mark their entire RFP as proprietary. Contractor's cost proposals may not be marked as proprietary information.** Failure of the Contractor to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other contractors and the public.

#### **E. PROPOSAL OPENING**

The sealed proposals will be publicly opened in the Legislative Chambers of the Omaha/Douglas Civic Center and the submitting entities announced on the date, time and location specified in the Schedule of Events.

#### **F. PROPOSAL EVALUATION**

The City of Omaha will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Members will review the proposals based upon the evaluation criteria. The finalists may be invited to participate in a two-stage interview process. The first stage of this process will consist of a twenty-minute oral presentation by your company. The second stage of the process will consist of a question and answer period conducted by the evaluation committee. The evaluation committee will consider the proposals and the results of any of the interviews and formulate a recommendation. The recommendation will then be presented to the City Council for approval.

The criteria for determining a responsible contractor shall include but not be limited to:

1. Ability to comply with all local, state & Federal laws, rules and regulations
2. Ability to maximize revenue for the City
3. Understanding and compliance with the requirements of the RFP
4. Qualifications and expertise of the key personnel assigned to this project.
5. Resources of the company to conduct and complete this service for the City
6. Client References
7. Proposed Fees
8. Training and Technical Support provided to Omaha Fire Department staff
9. Analysis of Attachment B to RFP
10. Clarity, conciseness organization of proposal and completeness
11. Detailed Hardware specifications to comply with Attachment C.
12. Ability to function with Zoll Rescue Net ePCR and business plan to remain NEMSIS compliant throughout the term of this contract.
13. Company has experience performing this kind of project or demonstrates they can do so.
14. Ability to:
  - a. Make purchases of hardware, mounting equipment, mobile Gateway products.
  - b. Install and service equipment
  - c. Receive data from RescueNet RMS by Zoll and RescueNet Fire RMS ePCR by Zoll at their expense.

#### **G. EVALUATION COMMITTEE**

A proposal evaluation committee has been formed to review the proposals submitted in response to the RFP. The membership of this committee shall consist of the Finance Director or his designee, Two (2) designees of the Fire Chief, Fire Department Information Services Representative, the Revenue Manager and her designee and a Representative of the Mayor's Office. A City Attorney will also attend the evaluation committee meetings to offer any legal advice requested.

#### **H. REFERENCE CHECKS**

CITY reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

#### **I. SCHEDULE OF EVENTS**

The City of Omaha expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

<b>ACTIVITY</b>		<b>DATE/TIME</b>
1.	Release Request for Proposal	Wednesday, April 2, 2014
2.	Deadline to submit written questions	Friday, April 18, 2014 4:00 p.m. CDST
3.	Response to written questions	Friday, April 25, 2014
4.	Deadline for submitting proposal(opening)	Wednesday, May 14, 2014 11:00 a.m. CDST
5.	Proposal Opening Location: Legislative Chambers LC-4 1819 Farnam Street Omaha, Nebraska 68183	Wednesday, May 14, 2014 11:00 a.m. CDST
6.	Evaluation Committee Review	Monday, June 9, 2014
7.	Interviews for selected firms if necessary	Thursday & Friday, June 19 & 20, 2014
8.	Final recommended selection	Monday, June 23, 2014
9.	Final approval by City	Tuesday, July 22, 2014
10.	Tentative contract award date	Tuesday, July22, 2014
11.	Contract start date	Friday, August 1, 2014

#### IV. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by contractors in preparing the Proposal. Failure to respond to a specific requirement may be the basis for elimination from consideration during the City of Omaha's comparative evaluation.

Proposals are due by the date and time showing in the Schedule of Events. Content requirements for the Proposal are presented separately in the following subdivision:

**A.** This proposal and any clarifications must be signed by an officer of the company submitting proposal "certifying that all information presented herein is accurate and complete and procurement and installation can begin upon the City's request". The proposal must be accompanied by a transmittal letter on the contractor's official letterhead and signed by an authorized official of the proposing company.

**B.** Those companies interested in responding to the RFP are required to submit their proposal in the following format:

1. Title Page: Present the subject of your proposal, the name of your company, local address of the office that will be performing the work, name of the contact person and the date. All proposals submitted are to be valid for a period of 180 days after this proposal date.
2. Table of Contents: Present a clear and comprehensive identification of the contents of your proposal by section and by page number.
3. Letter of Transmittal: A brief letter of transmittal is required. Within this letter include statements to the following.
  - a. Your company's understanding of the work to be accomplished.
  - b. That upon award of this contract, your company will make a positive commitment to perform the implementation work within the schedule time frame.
  - c. A summary of the cost of service fee(s) to be charged for the work, and a statement that these fees are fixed, complete, and inclusive.
  - d. The name of the individuals who will be authorized to make representations of your company, their titles, addresses, and telephone numbers.
  - e. Submit a list of four references (include a contact person, phone number and email address.)
  - f. The signatory of the transmittal letter has authority to bind your company.

**C.** Company Profile: A profile of your company is required. Within the profile statement, present the following information:

- a. Whether your company is local, regional, national, or international and the location of the office where the work is to be completed.
- b. Describe the range of services provided by the office performing the work.

**D. Proposed Service Fees Schedule:** The City desires an all-inclusive rate for performing the services under this contract. The rate shall be calculated as a percentage based on the amount of money collected less refunds and credits.

**E.** In addition to the information above, provide the following information or documentation for purposes of evaluating the proposal:

- a. Evidence of the company's qualifications and years of experience in providing billing and collection services for pre-hospital emergency medical services.
- b. Evidence of the company's experience performing this type of contract or demonstration of ability to comply.
- c. A client list for which pre-hospital billing services are provided. Include annual emergency response service calls by client and as a sum of all clients. Indicate for which clients you file third-party claims.
- d. Complete the table in Attachment "B" for your company's three (3) largest clients, by number of patients.
- e. List any and all staffing changes necessary to accommodate the City of Omaha as a client. List the job title and experience requirements for staff additions and indicate the resulting percentage increase in required staffing.
- f. Indicate how many Certified Procedural Coders, with certification from a nationally recognized agency, either AAPC and/or AHIMA that will be assigned to this account. Provide copies of said certificates for CPCs that will be assigned to this account. Indicate the current number of CPCs on staff and the number needed to be added for this account.
- g. Provide evidence of the company's demonstrated ability to establish working relationships or Business Associates agreements with hospitals in existing service areas for purposes of obtaining needed patient information.
- h. Describe the company's commitment to training and provide any documentation of existing training programs for its staff and clients. Also describe how the company will comply with the requirement to provide on-site client training at least semi-annually.
- i. Indicate the company's ability to adapt to and comply with all software, backup storage requirements and the ability to receive files via ftp with 128 bit encryption or greater. Describe any changes or investments needed to comply with these requirements.

- j. Provide the company's most recent audited annual financial statements. Provide a statement explaining any name changes for the company in the past five years and current or foreseeable merger or acquisition activity.
- k. Disclose if the company has had a contract for similar services terminated and provide reasons for the termination.
- l. City requires that four letters be sent requesting payment for transports. Provide sample copies of letters that are sent for payment. Describe your approach for maximizing collections.
- m. Provide copies of your standard monthly reports and any other reports that are prepared for your clients during the year.
- n. Describe your process for handling denial of any claims based on the payer mix.
- o. Indicate any exceptions to other required services and responsibilities set forth in Section II, Scope of the Request for Proposal.

## ATTACHMENT A

Sec. 10-276. Fee schedule; payment of fees; records, billing and collection

- (a) A fee shall be imposed upon each user for the transport in a publicly owned ambulance or medic vehicle, which may include the administration of basic or advanced life support services by fire department personnel, or users provided medical support services, in accordance with the schedule of charges stated below:

	NE Resident	Out of State
(1) Basic life support service with transport to a medical facility	\$650	\$675
(2) Advanced life support services 1 with transport to a medical facility	\$750	\$775
(3) Advanced life support services 2 with transport to a medical facility	\$900	\$950
(4) Paramedic intercept	\$300	\$350
(5) Paramedic assessment	\$300	\$350
(6) A charge of \$15.00 per loaded mile will be imposed on each transport to a medical facility		

The above rates are in compliance with and will be implemented in accordance with the fee schedule and guidelines set forth by the Federal Health Care Financing Administration and are subject to annual update. The fire chief and the finance director are authorized to review and increase or decrease these rates on an annual basis taking into account Federal Healthcare Financing Administration guidelines.

- (b) For purposes of this article, persons responsible for the payment of the fees charged pursuant to this section shall include users and those having legal responsibility for the payment of each expense incurred by the user.
- (c) The fire department shall maintain records in connection with services provided pursuant to this article, and shall forward these records to the city finance department, which shall be responsible for the billing and collection of accounts due and owing, including the right to contract for billing and collection, subject to the approval of the city council.

**ATTACHMENT B**

**Billing Information for Three Largest Existing Clients**

2012 Annual Information

	Client 1				Client 2				Client 3			
	BLS Calls		ALS Calls		BLS Calls		ALS Calls		BLS Calls		ALS Calls	
	Number of Patients Billed	Collection Rates <sup>1</sup> (%)	Number of Patients Billed	Collection Rates <sup>1</sup> (%)	Number of Patients Billed	Collection Rates <sup>1</sup> (%)	Number of Patients Billed	Collection Rates <sup>1</sup> (%)	Number of Patients Billed	Collection Rates <sup>1</sup> (%)	Number of Patients Billed	Collection Rates <sup>1</sup> (%)
Client Name/Location:												
Medicare Allowable Rate for 2013: BLS/ALS1/ALS2												
Client Uses Collection Agency (Yes/No):												
Payer Charges To:												
Private Insurance												
Medicare												
Medicaid												
Self Pay												
Workers Comp												
Other												
<b>TOTALS</b>												

<sup>1</sup> Percentage of gross billed charges received.

**RFP HARDWARE SPECIFICATIONS AND INSTALLATION REQUIREMENTS**

This equipment will include a Tablet and Docking Station that will be installed in a designated location in each squad and powered by the vehicle. Each Tablet must have the capabilities to connect to the ePCR Server through the onboard gateway. Each gateway will be mounted in a designated location and have an external broadband antenna for receiving cellular signal and an internal antenna for broadcasting a wireless hotspot.

22 Fully Rugged Convertible Tablet style Mobile Data Computer with 22 Docking Station

Fully Rugged Convertible Tablet or equivalent – Getac V110 or equivalent

Minimum Intel Core i7-4600U 2.1GHz Processor (4<sup>th</sup> generation)

Minimum 11.6” 800 NITS Sunlight Readable LCD Multi-Touch Display

Minimum 8GB DDR3 RAM

Minimum 128GB SSD

Minimum -20C Temperature Rating

Minimum IP65 Rated

Wireless LAN 802.11ac

Express Card 54/34

Bluetooth

HD Webcam

Membrane Backlight Standard size Keyboard

Minimum Two (2) Hot-swappable Batteries

WIN 7 PRO 64bit

GPS Receiver

RF Tri Pass-Through (WWAN/WLAN/GPS)

12 D/C Adapters specific to computer unit

Web Based Portal for submitting, tracking and managing service and support 24/7. Portal will also provide Service History for each unit.

Mobile Data Computer Manufacturer must have a factory certified/authorized representative located within the Omaha Metropolitan area with at least 5 years previous experience working with Omaha Fire Department to ensure complete service and support before, during and post deployment.

Mounting Solution Manufacturer must have a factory certified/authorized representative located within the Omaha Metropolitan area with at least 5 years previous experience working with Omaha Fire Department to ensure complete service and support before, during and post deployment.

Docking station shall include:

Power input

Full Port Replication

Triple Pass thru RF Connections

MDC Manufacturer’s Certification of compatibility

## 22 On Board Mobile Gateway

In Motion oMG 2000 or equivalent

Built-in 802.11 b/g/n Wi-Fi access point

Allows devices to connect via Ethernet, Serial, USB, Wi-Fi and Bluetooth

Can be configured with multiple wireless modems that provide access to allow a combination of cellular data, 802.11 a/b/g/n Wi-Fi, 4.9 GHz broadband, carrier 4G/LTE, public safety broadband LTE (FirstNet) and other broadband network services.

Multiple radio form factors are supported including USB/ExpressCard, PCI Express Mini (PEM) and MiniPCI for maximum radio flexibility.

Network policy engine enables intelligent switching between networks, based on a variety of operational factors.

Cognitive wireless system that automatically senses, assesses and selects the best available network

Wi-Fi links are protected using the latest security standards and an embedded mobile VPN capability

Optional FIPS 140-2 compliant IPsec client

Advanced integrated GPS with multi-cast and WAAS

Built-in GPS receiver and microcomputer, enabling applications such as vehicle tracking, RFID asset tracking, vehicle telemetry, and remote device access

- IEEE 802.11 b/g/n with 2x2 MIMO (built-in vehicle AP)
- Ethernet: RJ45 x 4 ports (10/100/1000BT)
- Ethernet USB
- Serial: PPP, RS232, DB9
- DHCP Server (RFC 2131)
- USB: USB 2.0 x 2 (Serial or Ethernet)
- Bluetooth: DUN
- Antenna Connectors: SMA (1), RP-SMA (up to 10) to support MIMO/diversity capable radios
- Rear panel supports custom connector configurations

### Compatibility

- Operates with Wi-Fi certified client devices
- Supports all major client operating systems
- Up to 6 modem card slots; accepts USB, ExpressCard, PCIExpress Mini (PEM) and MiniPCI formats
- Integrated compatibility with wireless WAN standards: 1xRTT, EVDO, GPRS, EDGE, UMTS, HSPA, HSPA+, LTE
- IEEE 802.11 a/b/g/n with 2x2 MIMO
- IEEE 802.11-based 4.9GHz Public Safety
- Satellite (via Ethernet)
- Future compatibility with new wireless WAN standards using standard ExpressCard, USB or MiniPCI or MiniPCIe form factors
- Future support for Public Safety Band Class 14 LTE
- Embedded 12 channel GPS receiver
- WAAS and Double Precision LLA
- NMEA and TAIP messaging
- Local and remote forwarding via TCP or UDP
- Available to all IP devices on LAN

#### WLAN Security and Authentication

- WEP, WPA, WPA2
- Key management WPA-PSK and WPA-EAP

#### Firewall

- Port forwarding
- Port blocking

#### Encryption

- IPsec including LAN-to-LAN (FIPS 140-2 compliant modules available as an option)

#### Authentication and Accounting

- 802.1x/Radius authentication

#### Network Selection

- Multiple WAN connections
- WAN connection policy managed by network priority, availability, signal strength, GPS location, time-of-day

#### Protocols Supported

- Transparent support for HTTP, HTTPS, SMTP, POP, IMAP, FTP
- PPP (RFC 2516)

Manufacturer must have a factory certified/authorized representative located within the Omaha Metropolitan area with at least 5 years previous experience working with Omaha Fire Department to ensure complete service and support before, during and post deployment.

Installation requirements and service requirements for laptop docking station and onboard gateway.

Within 60 days from the start of the contract the contractor will purchase the computers/tablets. With 90 days of the contract the installation of all computers will be completed for all medic units.

All services and/or repairs during the term of the contract will be completed by a facility within 25 miles of the Omaha Metropolitan area with at least 5 years previous experience working with Omaha Fire Department.

The following agencies were use as Consultants for this project.

#### **Laptops, Docks, and Mobile Gateways**

Brian Ferring  
PCS Mobile, Inc.  
(402) 214-4802

#### **Wiring and Installation**

Rod Kammrad  
Jones Automotive  
(402) 345-8383

**Stan Shearer**  
Information Services Division  
Omaha Fire Department  
Office: (402) 444-4757  
Mb.: (402) 669-2755  
sshearer@ci.omaha.ne.us

# DOUGLAS COUNTY

## PURCHASING DEPARTMENT

1819 FARNAM STREET  
902 CIVIC CENTER  
OMAHA NEBR 68183  
PHONE (402) 444-4954 FAX (402) 444-4992

April 15, 2014

### NOTICE TO BIDDERS:

#### REQUEST FOR PROPOSAL ON CITY OF OMAHA Medic Unit Billing and Collection Services

Bid Opening Date: Wednesday, May 14, 2014, AT 11:00 a.m. CST

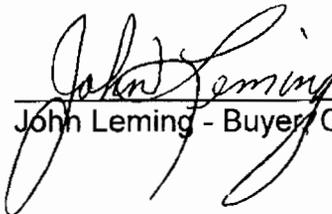
#### ADDENDUM #1:

Please note the following changes to the Request for Proposal on Medic Unit Billing and Collections Services:

1. Replace Page 14 of the Request for Proposal.
2. Attachment D - Collection Metrics has been added. (4 pages)

#### END OF ADDENDUM

**ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND RETURNING THIS ADDENDUM COVER SHEET WITH YOUR BID.**

  
\_\_\_\_\_  
John Leming - Buyer, City of Omaha Purchasing

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

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Title

## **F. PROPOSAL EVALUATION**

The City of Omaha will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Members will review the proposals based upon the evaluation criteria. The finalists may be invited to participate in a two-stage interview process. The first stage of this process will consist of a twenty-minute oral presentation by your company. The second stage of the process will consist of a question and answer period conducted by the evaluation committee. The evaluation committee will consider the proposals and the results of any of the interviews and formulate a recommendation. The recommendation will then be presented to the City Council for approval.

The criteria for determining a responsible contractor shall include but not be limited to:

1. Ability to comply with all local, state & Federal laws, rules and regulations
2. Ability to maximize revenue for the City
3. Understanding and compliance with the requirements of the RFP
4. Qualifications and expertise of the key personnel assigned to this project.
5. Resources of the company to conduct and complete this service for the City
6. Client References
7. Proposed Fees
8. Training and Technical Support provided to Omaha Fire Department staff
9. Analysis of Attachment B to RFP
10. Analysis of Attachment D to RFP
11. Clarity, conciseness organization of proposal and completeness
12. Detailed Hardware specifications to comply with Attachment C.
13. Ability to function with Zoll Rescue Net ePCR and business plan to remain NEMSIS compliant throughout the term of this contract.
14. Company has experience performing this kind of project or demonstrates they can do so.
15. Ability to:
  - a. Make purchases of hardware, mounting equipment, mobile Gateway products.
  - b. Install and service equipment
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## **G. EVALUATION COMMITTEE**

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## Collection Metrics

Percent of Population By Category				
	ALS 1	ALS 2	BLS	Treat No Transport
Medicare				
Medicaid				
Private				
Self-Pay				
Auto Insurance				

Average Days from Incident to Billing				
	ALS 1	ALS 2	BLS	Treat No Transport
Medicare				
Medicaid				
Private				
Self-Pay				
Auto Insurance				

Dollars Billed in 2011				
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Medicare				
Medicaid				
Private				
Self-Pay				
Auto Insurance				

Dollars Billed in 2012				
	ALS 1	ALS 2	BLS	Treat No Transport
Medicare				
Medicaid				
Private				
Self-Pay				
Auto Insurance				

Dollars Billed in 2013				
	ALS 1	ALS 2	BLS	Treat No Transport
Medicare				
Medicaid				
Private				
Self-Pay				
Auto Insurance				

	ALS 1	ALS 2	BLS	Treat No Transport
Medicare				
Medicaid				
Private				
Self-Pay				
Auto Insurance				

<b>Dollars Collected in 2012</b>				
	ALS 1	ALS 2	BLS	Treat No Transport
Medicare				
Medicaid				
Private				
Self-Pay				
Auto Insurance				

<b>Dollars Collected in 2013</b>				
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Medicare				
Medicaid				
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Auto Insurance				

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Medicaid				
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Auto Insurance				
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Auto Insurance				

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# DOUGLAS COUNTY

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April 15, 2014

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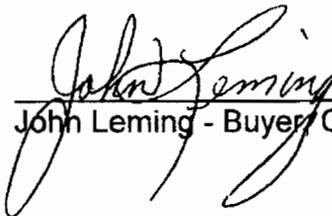
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# DOUGLAS COUNTY

## PURCHASING DEPARTMENT

1819 FARNAM STREET  
902 CIVIC CENTER  
OMAHA NEBR 68183  
PHONE (402) 444-4954 FAX (402) 444-4992

April 25, 2014

NOTICE TO BIDDERS:

### Request for Proposal Medic Unit Billing & Collection Services

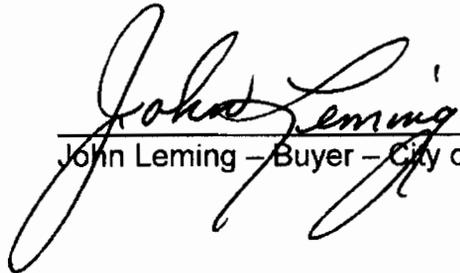
**Bid Opening Date:** Wednesday, May 14, 2014, at 11:00 a.m. CST

#### ADDENDUM NO. 2:

This addendum includes answers to written questions per the attached 14 pages (13 pages of Questions and Answers; 1 additional page for Attachment C).

#### END OF ADDENDUM

**ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND RETURNING THIS ADDENDUM COVER SHEET WITH YOUR BID.**

  
\_\_\_\_\_  
John Leming – Buyer – City of Omaha Purchasing

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

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Title

**ADDENDUM #1**  
**RFP: Medic Unit Billing & Collection Services**  
**QUESTIONS AND ANSWERS**

1. Who is the incumbent billing service?

Answer - Intermedix

2. What current hardware & software is utilized to provide billing services?

Answer - As stated in the RFP on page 7 the current software is RescueNet Fire RMS by Zoll Data Systems via desktop computer.

3. What hardware (i.e. toughbooks) will need to be used and how many?

Answer - Please refer to Attachment "C" of the RFP

4. What rate or percentage is the County currently charged?

Answer - 5.75%

5. What were the total billable calls in 2013?

Answer - 24,911

6. What were the net collections in 2013?

Answer - \$7,450,240

7. What is the Payer Mix (2013)?

Medicare: 38.9%

Medicaid: 18%

Private Insurance: 16.5%

Self-Pay: 26.6%

8. Call volume information?

Non-Emergent 0%

Emergency 100% (As a 911 service we are dispatched emergency to all billable calls)

Total: 100%

9. Will a lockbox be provided?

Answer - This is addressed on Page 7 of the RFP.

A. If yes, who will incur the charges associated with it?

Answer -Page 7 of the RFP states all costs for this lock box is the responsibility of the contractor.

B. If a lock box will not be provided, how will the billing company be notified of the amount of payments and the amount of deposits?

Answer - N/A

i. Will the County be depositing the payments and checks or remittances?

Answer - No

ii. Will copies be sent to the billing company?

Answer - No

iii. Will patients send checks to the billing company?

Answer - No

If Yes, where do you bank?

Answer - N/A

10. How often and for how long will the Firm need to meet with County personnel?

Answer - Item 13, page 6 of the RFP states the schedule, frequency, and type of training to be mutually agreed upon, but at least semi-annually.

a. Will meetings also be held via video or teleconference?

Answer - In some cases "yes". Must be mutually agreed upon.

11. How many individuals need to be trained?

Answer - Approximately 300 paramedics and 350 EMT's.

a. Please state what type of training will be needed (i.e.: document training, software/hardware training/compliance training/use of PCR/Medicare training).

Answer - All the above.

b. How long and how often will training be needed?

Answer - One to three (1-3) days at least twice a year.

c. Are there contractual restrictions in regards to training?

Answer - Union rules prohibit only a certain amount of personnel to be out of service to attend training. However, with enough notice all training can be scheduled and completed within the time constraints.

d. How many locations will be needed in order for us to provide training?

(i.e.: Will there be different sites where training will need to occur, such as multiple rooms or various locations?)

Answer - Almost all training will occur at one location. However, there may be some instances where training will need to occur at each of the 25 fire stations.

c. What is the shift schedule? (i.e.: How many hours per day and how many days for each type of training?)

Answer - The work schedule is a 24-hour shift. All training will occur between the hours 7 a.m. - 5 p.m.

12. It was mentioned that CPC's are required. Would CACs be an acceptable alternate?

Answer - CPC's are required. CAC would not be an acceptable alternate.

13. Will a bidder be disqualified if it does not currently provide these services in Nebraska or doesn't have Nebraska clients?

Answer – No; a bidder will not be disqualified if it does not currently provide services in Nebraska or have clients in Nebraska.

14. Will you provide a copy of your end of year reports for 2012 and 2013 from your current provider?

Answer – Yes; upon request.

15. Please provide the average revenue collected per transport for fiscal year 2011, 2012, 2013 as reported by your current vendor.

Answer –

2011 - \$281.51

2012 - \$283.83

2013 - \$284.80 (not mature as of this posting date)

16. Will you provide the net charges for fiscal 2012 and 2013?

Answer - 2012 - \$12,658,187.67

2013 - \$13,038,341.41

17. Can you provide the net collections for fiscal 2012 and 2013?

Answer - 2012 - \$7,033,804.00

2013 - \$7,450,240.00

18. Can you provide your payer mix by primary payer as listed below? If your current billing vendor uses an "other" category in addition the list provided below, can you provide clarification on what items are contained in "other?"

Answer –

Medicare -38.9%

Medicaid -18%

Commercial Insurance - 16.5%

Patient pay -26.6%

19. Please provide the number of transports for each call type (run mix) for fiscal year 2012 and 2013.

Answer –	<u>2012</u>	<u>2013</u>
a) ALS - Emergency	14,570	15,660
b) ALS - Non- Emergency	N/A	N/A
c) BLS - Emergency	9,268	8,428
d) BLS - Non-Emergency	N/A	N/A

e) ALS 2	438	472
f) SCT	N/A	N/A

20. Can you provide the average loaded mileage per transport?

Answer - 4.2

21. How many employees does Fire and EMS have?

Answer - Approximately 300 paramedics and 350 EMT's.

22. How many transport units do you have in service?

Answer - 15 front line and 6 reserve.

23. Who is our current CAD vendor?

Answer - Motorola

24. What type of monitors do you use?

Answer - Zoll E series

25. What are the projected lock box fees?

Answer - Jan 1 to Jun 30, 2013 - \$7,029.34

Jul 1 to Dec 31, 2013 - \$6,368.63

This is an average of roughly \$1,120 per month.

26. Please describe your current practice for managing Notice of Privacy Practice (NPP).

Will the successful vendor be responsible for mailing NPP's?

Answer- A copy of the NPP is available to the patient at time of transport.

The successful vendor will not be responsible for sending NPP.

27. Please confirm the due date for this procurement is 5/14/2014.

Answer - As Stated in the Schedule of Events of the RFP, the deadline for submitting a proposal is Wednesday, May 14, 2014.

28. What is the date by which you will answer these questions?

Answer - As Stated in the Schedule of Events of the RFP, the response to written questions will be Friday, April 25, 2014.

29. How are these fees currently being billed by any incumbent(s), by category, and at what rates?

Answer - Our current billing company is being paid a flat fee of 5.75% for all categories.

30. What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?

Answer - In 2013, approximately \$420,000

4th quarter 2013, approximately \$115,000  
The month of Dec-13, approximately \$34,000

31. Can you please provide greater details on how proposals will be evaluated and how the selected vendor(s) will be chosen?

Answer - The evaluation process is outlined on Page 14 of the RFP. The City of Omaha will conduct a fair, impartial and comprehensive evaluation of all proposals. The evaluation committee will consider the proposals and the results of any of the interviews and formulate a recommendation. The recommendation will then be presented to the City Council for approval.

32. Please describe your level of satisfaction with your current vendor(s), if applicable.

Answer - Very Satisfied

33. What were your annual total adjustments for last year or for the last 12 months?

Answer - \$5,483,326.59

34. What were your annual contractual allowance write offs for last year or for the last 12 months?

Answer - \$5,483,326.59

35. What were your annual billable transports last year or for the last 12 months?

Answer - There were 24,911 billable transports in 2013.

36. What are your basic life support emergency charges?

Answer - Nebraska resident - \$650.00

Out-of-State resident - \$675.00

37. What are your specialty care transport charges?

Answer - N/A

38. What is your treatment without transport charges?

Answer - non-transports with just ALS assessment (EKG, glucose check, etc.) would be non-billable ALS 0-mileage TNT.

Any non-transports with ALS assessments (EKG, glucose check, etc.) that resulted in medications administration (D50, nebulizer treatment, etc.) would be a billable ALS 0-mileage TNT with a charge of: \$300.00 Nebraska Resident  
\$350.00 for Non-Resident

39. What is your average per trip charge?

Answer - \$743.51

40. When were the last changes to our transport rates, and are you considering raising any of

the rates currently charged?

Answer - July 2013 was the last rate increase. The City is currently not considering raising fees for ambulance transport.

41. Are there any other charges you assess not otherwise covered by our questions?

Answer- No. Attachment "A" of the RFP shows all ambulance transport fees.

42. What percentage of your patients are residents versus non-residents, and do you charge the two groups differently?

Answer - For the period 1-Oct-13 through 31-Mar-14, 6% or 748 out of 13,093 were Non-resident.

There is a separate charge for residents versus non-resident. Please refer to Attachment "A" of the RFP for a complete breakdown of charges.

43. Do you operate any shared services agreements with any other municipal or county governments in the region and, if so, with whom?

Answer – No.

44. What were your transports per year for advanced life support emergency level 1 for last year or for the last 12 months?

Answer - 2013 - 15,660

45. What were your transports per year for advanced life support emergency level 2 for last year or for the last 12 months?

Answer - 2013 - 472

46. What were your transports per year for basic life support emergency for last year or for the last 12 months?

Answer - 2013 - 8,428

47. What were your transports per year for specialty care transport for last year or for the last 12 months?

Answer - N/A

48. What were your transports per year for treatment without transport for last year or for the last 12 months.

Answer -\$271,296.00

49. What is your average revenue per call?

Answer - \$284.80

50. Do you have a lockbox provider and, if so, which provider?

Answer - US Bank, St. Louis, Missouri

51. If you have a lockbox provider, will that provider remain in place as a result of this procurement?

Answer - Yes

52. Do you have a collection agency provider and, if so, which provider?

Answer- Merchant Credit Adjusters (MCA)

53. What were the gross revenues in 2013?

Answer - \$18,521,668.00 before adjustments taken out.

54. What was the percentage of collections in 2013 (net/gross)?

Answer - Net -55.35%

Gross - 38.97%

55. Section II (A) (3) on page 5 states, "The contractor with the awarded bid will be receiving data on July 1, 2014 as it is currently provided as an electronic file transfer." What format is that data in?

Answer - Text file

56. In Section D, the basic premise reads that the Fire Department will provide, at a minimum, billing information every 2 weeks. Given the size of the City's operation (~25,000 annual transports) would the City consider daily uploads of patient treatment and demographic information from its Zoll ePCR system to by billing vendor?

Answer - Yes

57. Section III (B) includes a listing of the 11 hospitals that Omaha medic units currently transport patients to. Could you identify the percentage of transport that each hospital received in 2013?

Answer -

Row Labels	2013	
	Count	%
<b><u>Bellevue Medical Center</u></b>		
Catchment Area	8	30.77%
Other	1	3.85%
Pt/Family Request	17	65.38%
Bellevue Medical Center Total	26	100.00%
<b><u>Bergan Mercy Medical Center</u></b>		
Catchment Area	1202	46.25%
Diversion	1	0.04%
Law Enforcement	1	0.04%
Other	7	0.27%

Pt/Family Request	1378	53.02%
Speciality Center	6	0.23%
Trauma Center	4	0.15%
Bergan Mercy Medical Center Total	2599	100.00%

**Childrens Hospital**

Catchment Area	83	16.47%
Diversion	7	1.39%
Law Enforcement	1	0.20%
Other	6	1.19%
Pt/Family Request	323	64.09%
Speciality Center	83	16.47%
Trauma Center	1	0.20%
Childrens Hospital Total	504	100.00%

**Creighton University**

**Medical Center**

Catchment Area	4055	55.31%
Diversion	31	0.42%
Law Enforcement	12	0.16%
Other	23	0.31%
Pt/Family Request	2040	27.82%
Speciality Center	37	0.50%
Trauma Center	1134	15.47%
Creighton University Medical Center Total	7332	100.00%

**Immanuel Medical Center**

Catchment Area	1803	54.70%
Diversion	1	0.03%
Law Enforcement	8	0.24%
Other	9	0.27%
Pt/Family Request	1448	43.93%
Speciality Center	10	0.30%
Trauma Center	17	0.52%
Immanuel Medical Center Total	3296	100.00%

**Lakeside Hospital**

Catchment Area	1304	56.65%
Diversion	3	0.13%
Law Enforcement	3	0.13%
Other	3	0.13%
Pt/Family Request	978	42.48%
Specialty Center	1	0.04%

Trauma Center	10	0.43%
Lakeside Hospital Total	2302	100.00%

**Methodist Hospital**

Catchment Area	1122	37.40%
Diversion	3	0.10%
Law Enforcement	3	0.10%
Other	8	0.27%
Pt/Family Request	1850	61.67%
Specialty Center	9	0.30%
Trauma Center	5	0.17%
Methodist Hospital Total	3000	100.00%

**Methodist Women's Hospital**

Catchment Area	140	41.54%
Diversion	5	1.48%
Law Enforcement	1	0.30%
Other	2	0.59%
Pt/Family Request	188	55.79%
Specialty Center		0.00%
Trauma Center	1	0.30%
Methodist Women's Hospital Total	337	100.00%

**Midlands Hospital**

Catchment Area	5	17.24%
Law Enforcement	1	3.45%
Pt/Family Request	23	79.31%
Midlands Hospital Total	29	100.00%

**UNMC**

Catchment Area	1919	29.97%
Diversion	38	0.59%
Law Enforcement	33	0.52%
Other	42	0.66%
Pt/Family Request	3442	53.75%
Specialty Center	40	0.62%
Trauma Center	890	13.90%
UNMC Total	6404	100.00%

**Veterans Hospital**

Catchment Area	10	3.15%
Diversion	1	0.32%
Other	1	0.32%
Pt/Family Request	303	95.58%
Speciality Center	2	0.63%
Trauma Center		0.00%
Veterans Hospital Total	317	100.00%

58. In 2013, what were the percentages of charges for the following groups:

Answer - Medicare: 38.9%  
Medicaid: 18%  
Private Insurance: 16.5%  
Self-Pay: 26.6%

59. In 2013, what was the total amount of charges your department realized for EMS charges?

Answer - Net Charges for 2013 - \$13,038,341.41

60. In 2013, what was the total amount of revenue your department realized for EMS Charges?

Answer - Net Collections - \$7,450,240

61. In 2013, what was your average loaded mileage distance?

Answer - 4.2 miles

62. Who is your current EMS billing vendor? What is the fee they charge the City for EMS billing services?

Answer - Intermedix, 5.75%

63. "Can you provide a copy of your current contract between the City and your current EMS billing vendor?"

Answer – Yes; this is a public record and, therefore, available per public records request through the City Legal Department

64. In 2013, what percentage of our transports were coded ALS1?ALS2? BLS?

Answer - a) ALS - Emergency	14,570	15,660
b) BLS - Emergency	9,268	8,428
c) ALS 2 -	438	472

65. Is there a current vendor performing the services or is the process internally handled?

Answer - Billing is currently being performed by Intermedix.

66. What are the current fees associated with the City's Mobile gateway?

Answer - It is estimated that the City's Mobile gateway cost will be \$50.00 per month per medic unit.

67. What is the average net collections rate?

Answer - Net collections in 2013 was - \$7,450,240

68. These estimate project 24,500 billable patients yearly. Can we get a breakdown of the payer mix for these 24,500 patients with patient count and gross charges for the past year?

Answer -

2013	Medicare	Medicaid	Commercial	Self Pay
Trips	9,864	4,562	4595	5890
Gross Charge	\$7,334,018.43	\$3,391,909,.17	\$3,416,445.12	\$4,379,295,27

69. Can the \$7,450,240 collections baseline be broken down by collections by payer?

Answer - Medicare: 38.9%

Medicaid: 18%

Private Insurance: 16.5%

Self Pay: 26.6%

70. Will there be a backlog to be resolved or will the placement criteria start fresh on July 1?

Will there be a backlog to be resolved or will the placement criteria start fresh on July 1?

Answer – The current contract with ADPI/Intermedix was extended for the period from July 1, 2014 until final approval of a new contract for Medic Unit billing services. Per the RFP the start date is August 1st." There will be no backlog to July 1, 2014.

71. In the proposal the contract start date is Friday, August 1, 2014. Timeline indicates a 6-month transition period to be live with the new Zoll system no later than December 14, 2014, with contractor receiving data on July 1, 2014, from the legacy Zoll system. Please clarify the timelines and contract start date.

Answer - The current contract with ADPI/Intermedix was extended for the period from July 1, 2014, until final approval of a new contract for Medic Unit billing services.

Per the RFP the start date is August 1st. The ability to electronically process claims is required and a transition between receipt by electronic file transfer to receipt by Zoll ePCR file will be required and will occur no later than December 14, 2014.

72. Please confirm the number of Tablets to be installed.

Answer - 22

73. Is there a geographic preference/aversion to where the project should/should not be worked?

Answer - No

74. RE:#4 pg. 6 - Have follow up procedures to verify accuracy of all billings returned by the PO.

Question: Is this for self-pay billing only? Or all insurance and patient?

Answer - All billings returned by the post office must have follow up procedures to verify accuracy of billings.

75. RE: #18, pg. 7 - Establish a working relationship with area hospitals to obtain and/or verify patient insurance or contact information. The successful contractor must seek to enter into a Business Associate Agreement with area hospitals to obtain patient information electronically. The expense of obtaining patient information in other than electron format will be borne by the contractor.

Question: Does this exist today?

Answer - Yes

76. RE: #20, Pg. 7 - In regard to collection procedures, a "lock box" arrangement has been established with the City's depository at US Bank.

A) Is the lock box strictly dedicated to OFD, Medical Billing and Collections services?

Answer - Yes

B) Jan 1 to Jun 30, 2013 - \$7,029.34

Jul 1 to Dec 31, 2013 - \$6,368.63

77. RE: Proposal requirements #3 - should both the original and copies be manually signed in ink?

Answer - We only need the original to be signed in ink.

78. RE: Proposal requirement #4 - should the original be in a separate sealed envelope from the copies or is labeling it "original" sufficient?

Answer - Labeling "original" is sufficient.

79. I. Standard Conditions and Terms, Insurance - are we expected to supply a COI during the RFP process or after award?

Answer - Bidders will not be required to provide the insurance certificates with the RFP. Once the City determines the low bidder and award has been made, we will ask at that time.

80. II.B.6. Must have the ability to provide Customer Service for Spanish-speaking clients on-site-

Does "on-site" refer to the client site, FD site, or service center site?

Answer - At the billing office/center to answer billing questions for Spanish-speaking customers/patient's.

81. What is the quantity, year, make, model, and purpose (administrative, sprint, ambulance, etc.) of the vehicles?

Answer – The answer to this question is pending and will be provided on future addendum.

82. Is there equipment in the vehicles currently that will need to be removed before installation of the proposed hardware takes place? If yes, what equipment?

Answer - No equipment will have to be removed before installation.

83. What make and model of cardiac monitors will be used and what is their connectivity requirement to the In Motion Gateway?

Answer - The City currently uses Zoll "E" series monitors. Currently our Zoll "E" series does not have capability to connect to In Motion so this will be non-applicable for the In Motion Gateway

84. Who will be responsible for payment of the cellular air card service for connectivity of the In Motion Gateway?

Answer – See additional page to Attachment C "II Scope of the Request for Proposal", which is attached.

85. Is the City of Omaha open to the ideal of separating day-to-day billing activities from the technology expectations stated in the RFP? Reason stated, our team comprised of experts in the space of revenue cycle management, coding, ICD-10 implementation specialist, and system analyst that would play a significant role in reducing operational cost.

Answer - The City is not willing to separate day-to-day billing activities from technology expectations stated in the RFP.

86. What are some of the technology infrastructure cost the City of Omaha would reimburse for implementation?

Answer- No reimbursement will be awarded. Prospective bidders must account for the cost of implementation in their bids.

87. Is the City of Omaha open to the ideal of an Independent Contractor/Consultant creating a strategic methodology approach to work with current staffing day-to-day operations to increase revenue, provide electronic medical record software services and training, while separating the needs for expected systems implementations and interfacing with your software program?

Answer-The City is not willing to separate expected systems implementations and interfacing with software.

## II. SCOPE OF THE REQUEST FOR PROPOSAL

### A. SCOPE:

I. Making purchases of hardware, mounting equipment, mobile gateway products to bring this process to fruition.

The selected billing company will provide cellular service and connectivity that is compatible with the City's present provider, Verizon, and facilitate seamless connectivity. The billing company must state what percentage that this service will account for in the contract.

# DOUGLAS COUNTY

## PURCHASING DEPARTMENT

1819 FARNAM STREET  
902 CIVIC CENTER  
OMAHA NEBR 68183  
PHONE (402) 444-4954 FAX (402) 444-4992

April 28, 2014

### NOTICE TO BIDDERS:

#### **Request for Proposal Medic Unit Billing & Collection Services**

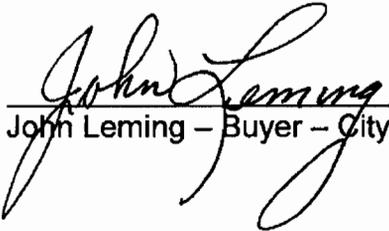
**Bid Opening Date:** Wednesday, May 14, 2014, at 11:00 a.m. CST

#### **ADDENDUM NO. 3:**

This addendum includes the answer to written question number 81 per the attached page.

#### **END OF ADDENDUM**

**ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND  
RETURNING THIS ADDENDUM COVER SHEET WITH YOUR BID.**

  
\_\_\_\_\_  
John Leming – Buyer – City of Omaha Purchasing

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

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Title

**ADDENDUM #3**  
**RFP: Medic Unit Billing & Collection Services**  
**ANSWER TO QUESTION #81**

<b>EQ Number</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>
MED01	2005	International	4900
MED03	2000	Freightliner	FL-50
MED04	2000	Freightliner	FL-50
Med05	2005	International	4900
MED06	2002	Freightliner	FL-50
MED07	2001	Freightliner	FL-50
Med09	1999	Freightliner	FL-50
MED10	2001	Freightliner	FL-50
MED11	2000	Freightliner	FL-50
MED21	2005	International	4900
MED24	2011	International	4300 SBA LP
MED31	2002	Freightliner	FL-50
MED34	2011	International	4300 SBA LP
MED41	2011	International	4300 SBA LP
MED42	2005	International	4900
MED52	2005	International	4900
MED56	2009	International	DURASTAR
MED61	2005	International	4900
MED65	2007	International	B10-1500
MED71	2006	International	4900
MED77	2009	International	DURASTAR
MED78	2002	FORD	E450

## EXHIBIT "B"

### EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this Agreement, "Contractor" agrees as follows:

- (1) Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin. Contractor shall ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
- (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin, age, disability.
- (3) Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of Contractor's commitments under the Equal Employment Opportunity Clause of the City and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Contractor shall furnish to the City Contract Compliance Officer all Federal forms containing the information and reports required by the Federal government for Federal contracts under Federal rules and regulations, and including the information required by Sections 10 192 to 10 194, inclusive, and shall permit reasonable access to his records. Records accessible to the City Contract Compliance Officer shall be those which are related to Paragraphs (1) through (7) of this Exhibit and only after reasonable advance written notice is given to Contractor. The purpose for this provision is to provide for investigation to ascertain compliance with the program provided for herein.
- (5) Contractor shall take such actions as the City may reasonably direct as a means of enforcing the provisions of Paragraphs (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event Contractor becomes involved in or is threatened with litigation as the result of such directions by the City, the City will enter into such litigation as necessary to protect the interests of the City and to effectuate the provisions of this division; and in the case of contracts receiving Federal assistance, Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
- (6) Contractor shall file, if any, compliance reports with Contractor in the same form and to the same extent as required by the Federal government for Federal contracts under Federal rules and regulations. Such compliance reports shall be filed with the City Contract Compliance Officer. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractor.
- (7) The Contractor shall include the provisions of Paragraphs (1) through (7) of this Section, "Equal Employment Opportunity Clause", and Section 10 193 in every subcontract or purchase order so that such provisions will be binding upon each sub-Contractor or vendor.