



City of Dayton, Ohio
Department of Finance

**PROFESSIONAL THIRD PARTY ADMINISTRATOR FOR
BILLING AND COLLECTION OF EMERGENCY MEDICAL
SERVICES FOR THE CITY OF DAYTON, OHIO**

REQUEST FOR PROPOSAL (RFP) No. 18025FIN

July 2018

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SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP Process to:

City of Dayton, Department of Finance
Latonna Jones
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-3656
Fax: (937) 333-4280
E-Mail: Latonna.Jones@daytonohio.gov

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the City's web site by the date listed in *Section 1.02*. Changes to this RFP will be made only by formal written correspondence issued by the City.

A copy of this proposal and any additional documentation may be found at the City of Dayton's website at:
<http://daytonohio.gov/bids.aspx>

1.02 RFP SCHEDULE. The following is the anticipated schedule for the RFP Process:

Issue RFP: (Advertise- 2 consecutive weeks)	July 25, 2018
Last Day to Submit Questions:	5:00 PM local (Dayton OH) time on August 08, 2018
Written Responses to Questions:	August 15, 2018
Due Date for Proposals:	4:00 PM local (Dayton OH) time on August 27, 2018
Contract is Awarded through Commission Approval:	Anticipated by November 14, 2018

1.03 SUBMITTING A PROPOSAL. Each Proposer seeking consideration for performance of services related to the project must submit a Proposal. Proposers are to submit one original copy signed by an officer authorized to bind the company and 8 copies of their written proposal. All proposals shall be sealed, properly addressed with the name of the Contractor and sent to:

City of Dayton, Division of Purchasing, Room 514
Melissa A. Wilson, CPPB
City Hall
101 West Third Street
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in Room 514 on the date indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer. Faxed and e-mailed proposals are **not** acceptable.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent Requests for Proposal. The City reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities

The City reserves the right to select the successful proposer on the basis of proposals received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded as a result of this RFP. In the event that a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.04 **REQUIRED PROPOSAL CONTENTS.** All brochures and supplemental documentation shall be included with the original and all of the copies. If not, the proposal may be considered as non-responsive. Contractors are required to submit the following information in their proposal:

- a. **Letter of Transmittal:** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- b. **Company Profile and Background.** Provide the following information:
 - o **Location** - The street address of the proposer's company headquarters.
 - o **Local Office of Proposer** - Provide the location of the proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
 - o **Company's Primary Business** - State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
 - o **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
 - o **Please list any Lawsuits that the Proposer is currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
 - o **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- c. **Proposal Response** as per Section 2.
- d. **Statement of Exceptions to RFP requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive. City's standard Terms for payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements.
- e. **References:** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.
 - o Additionally, provide a list of all EMS Billing customers who have terminated services during the last five (5) calendar years as well as a list of EMS billing customers that have retained your company's services during the same period of time.

1.05 **Items that Disqualify a Proposer Immediately**

- Incomplete or non-responsive proposal
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.
- Inability to process insurance claims to carriers electronically
- Inability to implement billing system by April 1, 2019

1.06 **CRITERIA.** The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Proposers shall not assume that the information shared with the City prior to this RFP will be considered in the evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. **The evaluation will be completed on the information submitted in the proposal only.**

Evaluation Criteria for Goods and Services		
Item	Description	Max Points Possible
1	Cost/Price/Lump Sum Fee	20
2	Ability to comply with Scope of Services and effectiveness of Proposed Procedures	20
3	Technical Capabilities	20
4	Compliance Measures	10
5	References/Retention	10
6	Security and Risk Mitigation	10
7	Dayton Local Business	5
8	PEP Certified Vendor	5
	Total Points	100

SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. The City of Dayton (City), Department of Finance, in conjunction with the Dayton Fire Department (DFD), is seeking proposals from highly experienced and professional agencies to act as a third party administrator (TPA) for the billing and collection of the Emergency Medical Services (EMS) User Fee Program. The TPA will provide professional and technical assistance in connection with the operation and maintenance of the Program. Such work shall include, but not be limited to, comprehensive billing and collection services that provide industry standard or higher quality assurance and compliance measures. Additionally it shall include a comprehensive EMS reporting software solution and associated mobile hardware database administration, record keeping, customer service, training and documentation, preparation of financial and management reports, and interfaces between the provided records management solution and the TPA's billing platform.

2.02 BACKGROUND INFORMATION. The City of Dayton is located in Southwestern Ohio. The City has a population of approximately 141,527 and covers 56.5 square miles.

DFD provides EMS for the citizens and visitors of Dayton and responds to approximately 30,000 calls for EMS annually, transporting about 22,000 people to local hospital emergency departments for medical treatment.

- Current Billing Provider; Change Healthcare is the City's current billing provider (formerly known as McKesson)
- Current billing fee; 4.49% of monthly net revenue
- Current ePCR (Electronic Patient Care Report) software; The DFD's current ePCR is a custom written software suite.
- **Current charge rates for 2017** (last rate increase Jan. 2012)
 - Basic Life Support (BLS) - \$ 512
 - Advance Life Support (ALS1) - \$ 870
 - Advance Life Support (ALS2) - \$1,075
 - Mileage - \$11.78 per loaded mile (3 mile average)
- **Number of transports for 2017 was (22,302)**
 - BLS 6,552
 - ALS1 15,166
 - ALS2 584
- **EMS transport vehicles**
 - 11 total – 7 frontline ALS transport units, 3 additional ALS units placed in service when staffing allows, 1 special events ALS transport unit

- **Current payer mix 2017**

PAYOR MIX	GROSS RECEIPTS FISCAL YTD
MEDICAID HMO	\$ 1,026,291
MEDICARE	\$ 1,056,048
MEDICARE HMO	\$ 760,632
SELF PAY	\$ 51,113
MEDICAID	\$ 487,665
HMO MEDICARE	\$ 284,302
BCBS	\$ 381,587
COMMERICAL	\$ 240,878
UHC	\$ 156,182
UNITED HEALTHCARE	\$ 55,725
OTHERS	\$ 171,916
	\$ 4,672,339

- **2017 Data**

- Gross Charges billed in 2017 \$17,954,115.43
- Gross receipts \$4,672,338.48
- Bad Debt Write-off \$2,103,628.56
- Adjustment/Write Offs processed in 2017 \$11,915,810.56

DFD will be responsible for obtaining EMS billing information to the TPA. This data will include patient identifiers such as name, address, SSN. Currently, insurance information is not collected by DFD. The TPA will provide, as part of this contract, a comprehensive software solution that will meet the needs for medical documentation to replace DFD's current ePCR system in its entirety. This will include a robust mobile EMS run reporting software suite (EMSIRS - 3.1.2 compliant) and provide direct interface to the City's dispatch system (currently Motorola Premier One CAD) and the TPA's billing system. Technical specifications for the EMS run reporting solution will be listed later in this document. The technical specifications for the Motorola Premier One CAD system interface will be provided to the awarded vendor.

The City's Department of Finance, Division of Tax and Accounting administers the Program, and will be the TPA's primary contact with the City. The Department of Finance is responsible for accounting procedure issues and monitoring revenues and receivables. The Finance Director approves billing adjustments, write-offs, or changes to the accounting policies and procedures. Payments are sent to the City's lockbox. Lockbox batches (copies of checks and the original E.O.B.'s (Explanation of Benefits) are delivered to or picked-up by the TPA daily. Payments not received by lockbox are deposited daily in the City's account by the TPA.

2.03 A - SCOPE OF WORK / PROJECT REQUIREMENTS.

The successful proposer shall be able to satisfy no less than the minimum requirements as set forth below.

Scope of Services: The scope of services requested by the City in relation to this RFP is to provide EMS billing, account collections, patient customer support, financial reporting and analytical services. This includes complete management of the billing process from patient transport to preparation of delinquent accounts for collections. The City is interested in partnering with a provider that will assist the City in its efforts to maximize revenue and provide excellent customer service.

1. Patient Customer Service

TPA will be acting on behalf of the City and is expected to represent the City with professionalism and provide excellent customer service. All patients shall be treated with respect in both written and verbal communication when addressing their billing concerns. TPA shall inform City staff immediately on issues or complaints received. TPA shall agree to receiving and handling all phoned or written inquiries about the

accounts from patients or their agents, referring special cases to the City for handling. TPA to provide a local or toll free phone number for patient inquires.

2. EMS Data Collection

EMS crews will be expected to comply with Centers for Medicare and Medicaid Services (CMS) rules pertaining to the collection of patient data and obtaining patient signatures. The TPA will establish a compliant process for the appropriate transfer of PHI data between all appropriate entities. TPA will be responsible to contact all area hospitals serviced by DFD EMS to establish necessary procedures to collect any additional patient and insurance information necessary to complete the billing process. In the event that necessary billing information is found to be missing, it shall be the TPA's responsibility to obtain complete information to complete the billing process either by requesting clarification from DFD, or through contacting the destination facility.

3. Technical Requirements (EMS Reporting System)

The awarded proposer will provide a comprehensive EMS billing and records management solution as part of their proposal, with associated fee structure. This EMS Reporting software must have the following capabilities that will be demonstrated during the oral presentation if selected as a finalist:

It is required to have a robust, touch screen tablet-based, mobile platform capable of functioning in both an on-line and off-line mode. These platforms must be compatible with all major industry standard mobile data providers (Verizon, AT&T, T-Mobile, Sprint, FirstNet, etc.). This cloud-based software solution must include electronic signature capture capability and provide a completely 100% electronic patient record and reporting system. This includes the ability to capture any and all necessary Medicare/Medicaid Authorization to Bill documentation as well as notice of privacy practices.

- a. The reporting software must comply with all governing regulations applicable to such a platform to include:
 - i. HIPAA/HITECH including compliance standards for data at Rest and in Transit
 - ii. State of Ohio Emergency Medical Services Incident Reporting System (EMSIRS) Compliance & Reporting
 - iii. Centers for Medicare/Medicaid Services Billing Compliance
 - iv. State of Ohio Records Retention Schedule Compliance
 - v. Any other applicable Federal/State/Local Requirements

These compliance requirements will be ongoing throughout the duration of the contract and updated by the TPA or their agents as regulations are changed by the governing body having authority.

- b. The reporting software must have the capability to run custom reports by the DFD administration as deemed necessary for all fields of collected data. These reports must be able to be exported to common file types such as Excel and PDF.
- c. The software must have the capability to interface directly, to the EMS Billing Company's software and the State of Ohio's Emergency Medical Services Incident Reporting System (EMSIRS).
- d. The software must interface with the DFD's current Computer Aided Dispatch (CAD) vendor. Currently the City uses the Montgomery County Sherriff's office and the dispatch center, and the Motorola Premier One CAD system.
- e. The software must be configurable either by DFD or at no cost from the awarded proposer, to capture any required fields or changes in the protocols that govern EMS treatments administered by DFD. As of this RFP, DFD uses the most current Greater Miami Valley EMS Council Protocols as its procedural doctrine. This would include the addition and/or subtraction of fields and treatments. Any required field changes must be able to be completed within thirty (30) days of its request if the process is controlled by the awarded proposer.
- f. All data storage of patient care reports or any other form of Protected Health Information, must reside on devices that are compliant with all HIPAA data storage requirements as well as all other applicable

Federal, State, and Local laws. Companies using third-party storage systems must provide proof of this compliance.

- g. At the end of the contractual agreement, the City's data will be extracted from the TPA's database and turned over to the City in an agreed upon format.

4. Technical Requirements (Mobile Reporting Devices)

The awarded proposer will provide twelve (12) tablet devices or other mobile devices for use with the provided EMS Reporting software as part of their proposal. These devices must have the following capabilities that will be demonstrated during oral presentation if selected as a finalist:

- a. Device Minimum Specifications:
 - i. Operating System: Windows 10 or above or most current IOS
 - ii. Display: 10" Touch Screen (or Larger)
 - iii. Connectivity: Wi-Fi and Cellular Capable
 - iv. Interface: Touch Screen and Bluetooth Keyboard
 - v. Accessories:
 - Wall Outlet AC and Vehicle Chargers
 - Protective Case (Otter box or Life proof equivalent that provide the ability to decontaminate the unit)
 - Screen Protector
- b. Device Upgrade, Maintenance, and Replacement:
 - i. Upgrade: The devices will be upgraded in the event of:
 - Increased requirements of the Patient Run Reporting Software
 - Every five years, whichever comes first
 - ii. Maintenance: Routine maintenance of the devices will be the responsibility of DFD; however, technical support must be available to provide assistance for more complex issues at no additional costs to the City of Dayton.
 - iii. Replacement: Damaged or lost devices must be replaced within ten (10) business days. Replacement cost for routine device failure will be the responsibility of the awarded proposer, replacement of devices lost or damaged by negligence will be the responsibility of DFD. In the event the DFD is replacing a device, the same ten (10) business day timeline from notification will be maintained and shall have a maximum replacement cost of \$2,500.00 depending on brand/model of equipment proposed. Proposer shall include a replacement code for equipment in Exhibit D.
- c. Security Requirements: The devices will comply with all HIPAA/HITECH data safety requirements and recommendations for data at rest and in transit. This process may include such things as industry standard encryption and two-factor authentication practices.

5. Billing and Collections

TPA shall maintain accounting policies that provide for assurance of accurate and timely billing. TPA shall arrange to access patient insurance information for billing purposes with all area hospitals. TPA to determine which runs are not billable, and whether or not billable runs are designated ALS1, ALS2 or BLS. TPA responsible for setting up the billable runs in TPA's system. Accounts shall be coded appropriately using CMS compliant methods as required by insurance carriers for medical claims. TPA is to prepare and mail invoices to patients and third-party payers on behalf of the City. Patients are mailed a minimum of one (1) bill and three (3) reminder statements to each use of EMS services. Billings to patients shall reflect the rates provided and approved by the City. All postage (including returned postage) shall be paid by the TPA. The cost of any P.O. Box shall be paid by the TPA. The City shall pre-approve any verbiage used on messages to patients on any statement. TPA to provide evidence statements have been mailed and accept all liability for any fraudulent claims processed. TPA must be expert in the knowledge of data and forms required by Medicare, Medicaid, Blue Cross/Blue Shield, United Health Care, Welfare, Workers Compensation, and other medical insurance carriers relative to making claims and obtaining payment for those claims. TPA must be capable of sending claims to, and receiving payments from, the major insurance carriers electronically.

TPA shall have ability to process payments via lockbox. TPA shall have capability to accept check as form of payment and prefer other payment options such as electronic funds transfer, credit card and online portal option. TPA is responsible for the annual fee and the document fee charged by the bank. TPA will post payments to the accounts, and make correcting entries regarding misapplied payments.

6. Bad Debt Write-off

TPA will periodically propose a list of accounts to be written off as bad debt. Accounts on the list will be those that have reached an aging date mutually agreeable to the City and the TPA, and accounts which, in the TPA's expert opinion, are uncollectible. No account may be written off the TPA's system as bad debt until the proposed write-off has been approved internally at the City. The City will advise the TPA in writing when a list of proposed bad debt write-offs has been approved. The City reserves the right to withhold approval to write-off certain accounts as bad debt. These accounts will be submitted electronically by the TPA to the City's collection agency. If payment is received for an account which has been written off as bad debt, TPA will report the amounts received monthly as bad debt recovery.

7. Contractual Write-off

The TPA is responsible for recognizing amounts which must be written off as a result of agreements with insurance carriers. Contractual write-offs will not be listed as part of any proposed bad debt write-off. TPA will input data entry of contractual write-offs as payments are posted. Contractual write-offs must be reported on monthly financial reports and broken down by insurance carriers and identified as contractual write-offs.

8. Bankruptcies

Notices of bankruptcies received by the TPA are to be sent to the City. Notices of bankruptcies received by the City will be sent to the TPA. Upon TPA receiving notice of a bankruptcy filing, TPA shall immediately cease all collection efforts and return to the City within five (5) business days, the account along with any notices or documentation obtained from the U.S. Bankruptcy Court or legal counsel. Further, TPA shall flag the account as bankrupt and schedule the account for inclusion on the next list of proposed bad debt write-offs. These accounts should be identified as bankrupt.

9. Provider Numbers

The City has established provider status and numbers with most major medical providers and carriers. TPA will obtain provider status and numbers for the City, for additional medical carriers added during the life of this contract, at no additional charge. The City is to be established as a direct entry provider wherever possible.

10. Financial Reports Required by the City

Financial Reports are to be provided electronically or accessible via an online portal by the tenth (10th) business day of the month unless otherwise noted.

- a. Daily Transaction Activity Report – includes charges, payments, billing adjustments, insurance re-files
- b. Accounts Receivable Aging Analysis Report
- c. Proposed Bad Debt Write-off Report - Bad debt write-off requires explicit written approval of the City.
- d. Monthly Activity Report:
 - i. Summarizes all monthly activity on the City's accounts
 - ii. Summarizes all year to date activity on City's accounts
 - iii. Number and type of runs billed; other charges (mileage & cardiac monitor); dollar amounts billed; amounts collected and adjustments (contractual write-offs, bad debt write-offs, bad debt recovery, refunds) to patient accounts.
 - iv. Track the types of incidents, e.g. Auto Accident, Drowning, and Burns.
 - v. Track procedures used by paramedics/medics, e.g. IV Startup, Intubation and Drugs Administered.
- e. Monthly Credit Balance Report:
 - i. List of all accounts with a credit balance, reporting the activity on each account.

- f. Bank Reconciliation: Must provide monthly reconciliation of revenues keyed to deposits (manual or lockbox) posted in the EMS bank account.
- g. Monthly Report of Payment Activity by Account: includes account #, name, payment date, amount of payment, source of payment.

11. Management Reports Required by the City

Management Reports are to be provided electronically or accessible via an online portal by the tenth (10th) business day of the month unless otherwise noted.

- a. Number and type of runs billed and not billable per month
- b. Current Listing of CPT, HCPCS codes specifically for the services for which we charge
- c. Current Listing of codes and definitions which TPA uses on its medical billing system
- d. Aging Analysis Report
- e. Report verifying that insurance claims were filed
- f. Confirmation of Data Transmitted to TPA
- g. Monthly report of all accounts that had charges keyed, first sorted by date of service, then by patient account number, verifying that accounts transmitted to TPA have been established on its accounts receivable system.
- h. Notation of billable accounts transmitted to TPA which was changed to non-billable accounts by TPA.
- i. Demographic, Billing, Payment Trends Report

12. Withdrawal of Accounts

The City reserves the right to withdraw an account from the TPA at any time. Such a withdrawal is effective upon written (email) notification, by the City's primary contact, to the TPA. Upon receipt of written withdrawal notice from the City, the TPA will immediately cease all billing and collection efforts and return the account to the City.

13. HIPAA

TPA shall comply with the privacy standards outlined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and maintain compliance of any updates throughout the term of the contract.

14. Affordable Healthcare Act

TPA will follow all provisions of the Affordable Healthcare Act.

15. Exclusion Database

TPA will review the Exclusion Database on a mutually agreed schedule to ensure compliance.

16. TPA Primary Contact

In the event of personnel changes at the TPA, the successful proposer will provide the name and the contact number(s) of a new primary contact person for the City within two (2) hours.

17. Record Security

The TPA shall notify the City within two (2) hours if any of the City's information is stolen, compromised or suspected to have been compromised. TPA is to provide detailed information on the nature of the breach and what information is known/suspected to have been compromised, known or suspected times, dates and/or method(s) of breach and any other pertinent information including, but not limited to remedial steps taken to mitigate risk to the City and to TPA that could result from the breach and to prevent further breaches. This is in compliance with Ohio Revised Code Section 1347.12.

18. Record Retention

TPA will be responsible for both defining and retaining information required by Medicare, Medicaid, welfare and private carriers for:

- a. Billing
- b. Appeals
- c. Audits
- d. Other common functions these carriers have defined

TPA will maintain file of E.O.B.'s and provide copies of specific documents to the City at the City's request during the period of this contract and for at least five (5) years after the termination of the contract. Patient account records shall be retained for the number of years legally required for records of this type, or at least five (5) years from the date of final payment, if no retention schedule has been set. TPA will provide an electronic storage record, at no cost to the City, of all archived accounts, including all transaction activity at the time of removal from the system.

19. Courier Service

A courier will be provided by the TPA, at no charge to the City, to facilitate the exchange of documents and reports to and from the City.

20. Audits

The TPA will allow reasonable access to its records by the City auditors (internal and external auditors) to examine records relating to the City's EMS User Fee Program. All files containing information relative to the Program shall be maintained separately from any other account managed by the TPA. Adequate security, such as password protection, shall be provided to ensure privacy of records. The TPA shall provide backup files as an added method of security for the database. The successful proposer will be required to have an SAS 70 and/or SOC 1 Engagement performed at the end of every fiscal cycle during the term of the contract. The Engagement must be performed by a C.P.A. firm.

21. Training provided to City staff

TPA will provide, at no cost to the City, a user's manual detailing how to navigate and use the TPA's EMS billing system. TPA will provide, at no cost to the City, training to City's EMS Billing Program Coordinator and other appropriate staff in setting up procedures, navigating TPA's computer system and using TPA's reports to meet the needs of the City regarding this Program. TPA or their agent will identify all training required for EMS crews in regards to this Program and will provide all necessary in-person training on software and compliance to ensure an effective transition and efficient field operations.

22. Annual Reviews

The City requires two (2) reviews annually to discuss reporting and analysis of trends for the City of Dayton's EMS accounts. Topics include, but are not limited to, Medicare/Medicaid updates, inflation rate changes, collection % rates, collection trends, etc.

23. Project Implementation Schedule

The City requests TPA to begin receiving, processing and billing data as of January 1, 2019. However, if an extension is necessary, a changeover plan must be provided, the City will consider a proposal that allows a maximum of ninety (90) days to transition. The ninety (90) day transition plan would require the TPA to begin billing no later than April 1, 2019. There shall be no additional costs to the City for implementation of operational setup.

2.03 B - PROPOSED PROCEDURES

The following specific details must be included in proposal

Provide a narrative of how you propose to administer the City's EMS User Fee Program. This should include, but not be limited to:

1. EMS Billing Experience

Describe your expertise in ambulance billing and skill level of staff to be assigned to the City. Provide an overview of company, including locations, company history, and current services the company provides. Provide information on those key personnel/employees who will be involved in the day-to-day processing of the services for the City. This shall include any specialized training of the employees and experience in the industry.

2. Customer Service

Describe your approach to providing excellent customer service. Describe your approach to conflict resolution. Are patients able to contact customer service representatives via phone and email? How quickly are voicemail responses provided? What are the different payment options for a customer?

3. TPA Changeover Proposal

Describe one or more proven methods of changing from one TPA provider to another for this Program. This part of the proposal should cover, but not be limited to, the following challenges: transition timing, record keeping, data transfers, write-offs, allocating payments between old vendor and awarded proposer, technical products to aid the changeover, training of personnel, and such other features as are necessary to ensure a successful transfer of responsibilities. Provide a detailed timeline of how the company will implement the billing services for the City. The timeline shall include the notification of the award through the estimated date the City will commence using the services of the company.

4. Billing Profile

Provide accounting policies and procedures that support accurate and timely billing. Describe your ability to accept billing information within the software solution and vendor you will be providing. Describe your method for processing patient information, how you address missing patient information and how discrepancies are resolved.

- a. Describe the number of Agencies and total EMS runs your company bills for annually.
- b. Do you have a process to find insurance information when unavailable from EMS crews? If so, please describe.
- c. Do you have a process in place to bill for non-transport patients? If yes, please describe this in detail.
- d. Does your company perform a SAS 70 audit annually? If so, describe company results over the last three (3) years.
- e. Has your company had a Medicare/Medicaid audit performed? If so, provide the most recent results.
- f. Please describe the process timeline from the time you receive the ePCR until the invoice is sent out. How long does this process take?
- g. If a bill for service is not immediately collected, please describe your follow up process.
- h. The City currently works with a collection agency on accounts not collected after multiple attempts. Have you worked with collection agencies in the past? Please describe the process used.

5. Collections

Describe your collection policy and methods to improve collections. What options do patients have to make payments to include debit, credit, checks, and cash?

6. Past Performance

Provide a brief history of similar services provided to organizations of similar size, nature, and payor mix. This shall include a list of all organizations for which EMS billing services have been provided within Southwest Ohio.

7. Patient Account Management

Describe your policy on managing bad debt write-offs, contractual write-offs and bankruptcies.

8. Refunding Proposal(s)

Propose one or more proven methods for handling refunds for credit balances due to overpayments on patient accounts.

9. Reporting

Provide samples of your standard financial and management reports for medical billing services. Include examples of invoices, statements, aging, collection reports and any additional correspondence sent to patients. Provide screen prints of actual screens from your medical billing system which would be used for administering the Program excluding PHI. Describe if reporting is available via an online reporting system or sent electronically.

Finalist shall provide, as a component of the proposal, a current SOC 1 Report. Successful proposer will be required to provide a SOC 1 Report annually in the first quarter of the following calendar year for the previous year's activities.

10. Value added Services

Describe other services not covered in this RFP to include business practices that may enhance customer service and assist the City in maximizing collections.

2.03 C - COMPLIANCE MEASURES

The following specific details must be included in proposal

1. Fair Debt Collection Practices Act (FDCPA)

Billing and Collection efforts must comply with the Fair Debt Collection Practices Act.

- a. Please describe the measures you currently have in place at your agency to ensure Compliance with the FDCPA.
- b. Has your agency been cited for violations of the FDCPA?
- c. Has your agency been sued for violations of the FDCPA?
- d. If yes, how many times?
- e. Have there been any judgments against your agency for FDCPA violations?

2. Evidence of Client Trust Account

Provide evidence that money collected from debtors is held in a trust account, separate from the agency's operating bank account(s).

3. Segregation of duties

Describe processes used to ensure responsibilities are properly segregated to prevent fraud and error.

4. Compliance

Detail any compliance programs and how client information is safeguarded. How do you ensure adherence to HIPAA and The Affordable Health Care Act. How often is the Exclusion Database monitored? Provide name and title of the Compliance officer.

5. Record Retention

Provide policies on record retention. If requested, will this information be provided electronically?

6. Bonding

Describe the bonding coverage that is extended to each of your employees, to cover clients in the event of theft, embezzlement, negligence and/or fraud.

7. Training

Describe training provided to employees. This should include training required for new employees and training provided annually to staff. Describe training that will be provided to the City to ensure understanding of new health care regulations, analytics on City EMS performance and TPA's EMS billing system.

2.03 D - SYSTEM TECHNICAL STATUS/ SECURITY AND RISK MITIGATION

The following specific details must be included in proposal

1. Technical Capabilities of TPA / Technical Requirements for City to Access Your Billing System

List the technical data about your computer system, ability to receive electronic data, etc. Also, advise if any hardware, software or communication devices are needed to set up a direct link with TPA's system from the offices within the City IT system. What is the age of your current billing system? Are you expecting to implement system enhancements in the near future? Please include technical capabilities and systems for the software provider as well.

2. Methods to Transfer files

Explain your ability to electronically transfer files to and from the City. Can data be transferred using a Secure File Transfer Protocol (SFTP)? Will TPA agree to be responsible for handling electronic connections between the City and TPA, including software, direct lines, hardware, etc., and work closely with the City's Department of Finance and Division of Information Technology (IT) to coordinate installation of the same?

3. Security and Risk Mitigation Methods Including Infrastructure Description

The accounts that are to be collected contain confidential and private information that must be protected from loss, theft, identity fraud or any other form of integrity compromise and/or disclosure security breach.

4. Provide Detailed Description of

- a. Personnel Available:
 - i. Number of Personnel Available to Complete Project
- b. Process to Protect Confidentiality of City's Data:
 - i. Will you provide to them and have your operations staff sign a non-disclosure agreement?
- c. How is data protected? Are backup files maintained?
- d. Are personnel in a restricted access location? Are passwords provided to City assigned staff to manage patient account data?
- e. Are files encrypted when sending patient data electronically?
 - a. Describe in detail how the City would recover from a default by the successful proposer during the contractual period using the medical accounts receivable software. Explain how the City would recover if you or your software vendor should stop doing business.

5. Process for Notifying City in Event of Information Theft or Compromise

For an information compromise proposer will provide a definitive period of time in which the City will be notified within 2 hours and an agreed method of notification. "As soon as possible" is not acceptable.

Proposer must comply with Ohio Revised Code Section 1347.12 (<http://codes.ohio.gov/orc/1347.12>) law and describe how this statute will be applied to the City if its information is compromised or lost? Proposer shall describe internal compliance practices and training for their current employees.

Proposer shall provide current Business Continuity Plan to include a recovery plan: short term and long term.

Proposer shall describe their process for information compromise or loss of City data to include specifically how the incident will be handled and an example of this process.

2.04 PRICING STRUCTURE. (Exhibit D) PRICES PROPOSED WILL REMAIN FIRM FOR ACCEPTANCE WITHIN **180** CALENDAR DAYS AFTER THE RFP CLOSING DATE.

All costs associated with the proposed services are required to be clearly stated in the proposal.

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.01 TAX EXEMPTION. All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio, and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.

3.02 PROPOSER AFFIDAVIT. If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.03 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to review the list of Minority, Women and Small Businesses at www.daytonohio.gov/departments/hrc for certified subcontractors.

3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

3.05 PROPOSER'S INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City, and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 AFFIRMATIVE ACTION ASSURANCE (AAA). The selected Contractor must file an Affirmative Action Assurance form ("AAA Form") with the City's Human Relations Council (HRC) and obtain approval from HRC to do business with the City. You may contact the HRC for the Rules and Regulations, and the AAA Form required of vendors of the City, at:

Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402
(937) 333-1413 (Office)
(937) 222-4589 (Fax)

Failure to maintain a current AAA Form on file with the HRC may result in termination of the contract and/or denial of future contract awards from the City. The AAA Form must be filed annually.

3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – **These are standard terms are subject to change by the City prior to the award of the contract.**

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on Month Day, 20xx, whichever date is earlier.

The City will have firm pricing through 12-31-2021 with two (2) 12-month options to renew.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide all services necessary to complete the Services that are described in an Attachment, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement shall not exceed XXXX THOUSAND DOLLARS (\$XXX,000.00). Contractor shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City is responsible for all matters described in an Exhibit, City's Responsibilities, which is incorporated herein by reference.

ARTICLE 5. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Performance BondContractor shall be required to obtain a Fidelity bond, at Contractor's expense, in an amount not less than \$3,000,000, or such other amount as approved by the City, as a condition to award of a contract. Said bond is to be delivered to the Manager of Accounting and Treasury prior to the beginning date of contract.
- (6) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage

Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services actually provided up to the date of termination.

This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Contractor's assets is appointed by a court of competent jurisdiction.
2. Contractor is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Contractor's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Contractor to remedy such failure within thirty (30) days from the date of written notice from City.
4. Contractor's violation of any applicable federal, state, or local law applicable to the Project or Services required by this Agreement.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company desires to terminate this Agreement.

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor.

In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

C. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Company Name: _____
 Address: _____
 City, State Zip Code: _____
 Attention: _____
 Title: _____

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Contractor from receiving future City contracts.

E. WAIVER

A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party’s rights with respect to any other or further breach.

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision.

G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an “independent contractor”. As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

K. POLITICAL CONTRIBUTIONS

Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

M. PCI COMPLIANCE

Bidder/proposer (“Offeror”) represents and warrants that, for the entirety of any agreement resulting from this solicitation that involves processing credit and/or debit card revenue transactions on behalf of the City of Dayton that the solution is clearly defined to warrant the following:

1. Any and all computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:
 - a. Completed by a qualified professional payment card processing firm acceptable and approved by the City of Dayton; and,
 - b. Fully compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>).
2. Offeror shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance (“AOC”)Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton. (https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?agreement=true&time=1493826893795 or https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Officer.docx?agreement=true&time=1493826893795)

Select one of the following and initial on the adjacent line:

[] Not Applicable (“N/A”) _____

[] Offeror reviewed, understands and hereby acknowledges and affirms that its offer to the City of Dayton satisfies these requirements and shall continue to satisfy these requirements for the duration of any resulting agreement; current and relevant AOC’s are attached to demonstrate satisfaction of these requirements at time of offer to the City of Dayton _____



City of Dayton, Ohio
Department of Finance
PROFESSIONAL THIRD PARTY ADMINISTRATOR FOR BILLING AND COLLECTION OF
EMERGENCY MEDICAL SERVICES FOR THE CITY OF DAYTON, OHIO
RFP No. 18025FIN
July 2018

EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer's name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Proposer's Phone Number: _____

Proposer's Fax Number: _____

Proposer's E-mail Address: _____

Form of Ownership Sole Proprietorship Franchise Partnership Corporation
 Joint Venture LLC Other (Specify): _____

If a corporation, state of incorporation: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. Yes No

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Company's Primary Business - State the proposer's primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: _____

Current Pending Lawsuits: Please provide any and all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

Local Office of Proposer: Office nearest to Dayton, Ohio: _____

Federal Identification Number (or SSN if sole proprietorship): ##-#####

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO



City of Dayton, Ohio
Department of Finance

PROFESSIONAL THIRD PARTY ADMINISTRATOR FOR BILLING AND COLLECTION OF
EMERGENCY MEDICAL SERVICES FOR THE CITY OF DAYTON, OHIO
RFP No. 18025FIN
July 2018

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 18025FIN. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



City of Dayton, Ohio
 Department of Finance
**PROFESSIONAL THIRD PARTY ADMINISTRATOR FOR BILLING AND COLLECTION OF
 EMERGENCY MEDICAL SERVICES FOR THE CITY OF DAYTON, OHIO**
 RFP No. 18025FIN
 July 2018

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products’ compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered “forced labor” under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides any and all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: _____
 Bidding Company: _____
 Address: _____

 Signature/Title: _____
 Federal I.D.#: _____
 Phone No.: _____
 FaxNo.: _____



City of Dayton, Ohio
 Department of Finance
**PROFESSIONAL THIRD PARTY ADMINISTRATOR FOR BILLING AND COLLECTION OF
 EMERGENCY MEDICAL SERVICES FOR THE CITY OF DAYTON, OHIO**
 RFP No. 18025FIN
 July 2018

EXHIBIT D – PRICING STRUCTURE – PROPOSED FEE STRUCTURE

The City prefers TPA to begin receiving, processing and billing data as of January 1, 2019. However, if a changeover plan is provided, the City request that TPA provide a proposal that allows a maximum of ninety (90) days to transition. The ninety (90) day transition plan would require the TPA to begin billing no later than April 1, 2019.

Proposed fees shall be firm through 12-31-2021 with two (2) 12-month options to renew at the sole discretion of the City of Dayton, OH.

Billing & Collection Fees to include ePCR Software and Hardware as specified within the RFP.

- Contract through 12/31/2021 _____%
- 01/01/2022 through 12/31/2022 _____%
- 01/01/2023 through 12/31/2023 _____%

All fees should be included in pricing above.

Replacement Device Cost

- 2019 \$ _____
- 2020 \$ _____
- 2021 \$ _____
- 2022 \$ _____
- 2023 \$ _____

Business Income Tax Questionnaire

The following information is required to determine your City of Dayton, Ohio income tax liability, if any, and to set up your account if required.



Type of Tax Filing: (check all that apply)

1. Employee Withholding FEIN # _____
2. Corporate Earnings FEIN # _____
3. Individual Ownership Earnings SSN # _____
4. Partnership Earnings FEIN # _____

Company Name _____ Phone # _____

Mailing Address _____ City _____ St. _____ Zip _____

Local Business Address _____ City _____ St. _____ Zip _____

Check the jurisdictions that we administer that you operate in:

- Dayton City Limits Dayton Wright Brothers Airport Dayton International Airport NONE

Date Business Started in Our Taxing Jurisdiction _____

Your Accounting Period? Calendar Year _____ or Fiscal Year ending on _____

Withholding Information *Quarterly Withholding cannot exceed \$600.00

■ Do you have employees? Yes or No Date First Employee Started Working in Our Jurisdiction _____

■ Do you submit withholdings QUARTERLY* or MONTHLY? _____

■ Is this a courtesy withholding for your employees who are residents of the above cities only? Yes or No

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes No

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes No

Do you use Subcontractors? Yes No If so list Names, Addresses, and FEIN or Social Security Numbers below.

If you have filed returns with our office before, show Name and Tax ID #s used, and for what tax years you filed.

Full name of Owner of Company _____

If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner

If you are not liable to pay taxes in our jurisdiction, please explain why.

Signature _____ Title _____ Date _____

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov

Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401
(937) 333-3500 ~ Fax (937) 333-4280

CS-25c