

**City of Westlake  
REQUEST FOR PROPOSAL  
FOR  
EMERGENCY MEDICAL SERVICES  
BILLING**

*Due Date:*  
December 9, 2011

**CONTACT:  
City of Westlake  
Mary Calabrese, Director of Purchasing  
27700 Hilliard Blvd.  
Westlake, OH 44145**

## LEGAL NOTICE

Sealed Bids will be received by the Mayor of the City of Westlake, Cuyahoga County, Ohio at City Hall, 27700 Hilliard Blvd., Westlake, Ohio until 2:00 P.M. local prevailing time on December 9, 2011 for furnishing the **“EMERGENCY MEDICAL SERVICES BILLING”**, for the City of Westlake, Ohio, in accordance with Specifications on file in the Office of the Director of Purchasing.

Copies of the bid package may be obtained from the Office of the Director of Purchasing, City of Westlake, Ohio, 27700 Hilliard Blvd., Westlake, Ohio 44145. Legal Notice, Bid Specifications and RFP Form must be returned as received to the City of Westlake, Ohio in a sealed envelope marked **“EMERGENCY MEDICAL SERVICES BILLING”**.

A Certified Check or Bid Bond in the sum of five percent (5%) of the total amount bid shall be required.

DENNIS M. CLOUGH  
Mayor

MARY E. CALABRESE  
Director of Purchasing

To be Published:

The Plain Dealer

November 23, 2011  
November 30, 2011

# ***REQUEST FOR PROPOSAL FORM***

City of Westlake, Ohio

Date: \_\_\_\_\_

## **RFP for "EMS Billing Services Provider" for the City of Westlake, Ohio**

### **To the Mayor of the City of Westlake, Ohio:**

The undersigned Bidder has examined this RFP as set forth herein and proposes and agrees if the RFP is accepted, to enter into an agreement with the City of Westlake, Ohio to perform all services for prices and within the times indicated in this RFP and in accordance with the other terms and conditions of the RFP Documents.

Bidder is familiar with and is satisfied as to the federal, state, and local laws and requirements that may affect cost, progress, privacy and performance of the services.

Bidder will complete the services in accordance with the Scope of Work and terms and conditions as set form in this RFP for the following prices and/or percentages:

**Percentage of gross collections to be charged as  
a FEE for Emergency Medical Services (EMS)  
Ambulance Billing and Collection Services.** \_\_\_\_\_ %  
**Percentage of gross collections**

**OPTION "A"**  
**Percentage of gross collection to be charged as  
a FEE for Delinquent Collection Services.** \_\_\_\_\_ %  
**Percentage of gross collections**

A Bid Bond or Certified Check in the amount of \$500.00 is hereby enclosed, together with a copy of the Bidder's liability coverage as indicated in the Specifications are attached hereto and made a condition of this RFP.

The undersigned certified under penalties or perjury that this RFP has been made and submitted in "good faith" and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, union, committee, club, or other organization entity, or group of individuals. (I), (WE), hereby certify that this RFP is genuine and not collusive or sham and that no member of Council, or officer or employee of the City of Westlake is directly or indirectly interested therein, or in any portion of the profits thereof.

Firm Name: \_\_\_\_\_

Chief Officer of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Page 2: RFP Form  
EMS Billing Services Provider

INDICATE WHETHER FIRM IS: Individual \_\_\_; Partnership \_\_\_; Corporation \_\_\_.

Dated at: \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Email Address: \_\_\_\_\_

## **INTRODUCTION AND GENERAL INFORMATION**

The City of Westlake Purchasing Department will receive sealed proposals **until Friday the 9<sup>th</sup> of December 2011, 2:00 PM**, for a qualified third party billing service to handle 911 pre-hospital Emergency Medical Services (EMS) billing services. As this is a formal sealed proposal, no faxed proposals will be accepted. Any responses received after the above date and time will be returned unopened to the Offeror.

The purpose and intent of this Request for Proposal (RFP) is to solicit sealed proposals to provide professional services through competitive negotiations for a third party billing service for the City of Westlake, hereinafter referred to as City of Westlake.

### **INQUIRIES**

As it is expected that each firm may have different needs for information, it is incumbent on each firm to make whatever inquiries it deems necessary in order to respond to the RFP. The City of Westlake assumes no responsibility for oral instructions, suggestions or interpretations.

Any material change will be submitted to all offerors through issuance of an addendum by the Purchasing Department. It is the responsibility of the proposed offeror to inquire, in writing, about any portion of this invitation that the offeror does not understand. All inquiries concerning this invitation should be submitted not less than 7 days prior to the closing date, to:

City of Westlake  
Office of the Purchasing Director  
27700 Hilliard Blvd.  
Westlake, OH 44145

The City of Westlake shall provide the mechanism for the evaluation of all information received. The evaluation will be based on predetermined criteria including, but not limited to, cost, experience, services provided, organization size, structure, stability, proximity to City of Westlake, and acceptability of service requested.

**The City of Westlake reserves the right to accept or reject any or all proposals; to waive any informalities or irregularities in the RFP's received and to award the contract to the lowest and best responsive RFP submitted by a responsible bidder whose proposal is deemed most favorable to the City of Westlake.**

# ***The City of Westlake, Ohio***

## **REQUEST FOR PROPOSAL**

### **EMERGENCY MEDICAL SERVICES BILLING**

#### **PURPOSE**

The City of Westlake Purchasing Department will receive sealed proposals until **Friday the 9<sup>th</sup> of December 2011, 2:00 PM.** for a qualified third party billing service to handle 911 pre-hospital Emergency Medical Services (EMS) billing services.

#### **BACKGROUND OF FIRE/EMS SERVICES**

Fire and Emergency Medical Services in City of Westlake are provided by full time department personnel providing both ALS and BLS transportation. The department is currently comprised of 39 state-certified paramedics.

During 2010 the City of Westlake transported approximately 2655 patients to the area hospitals. **See Exhibit A for 2010 transport summary.**

#### **OVERVIEW OF BILLING PROCESS**

The City of Westlake Fire/Rescue Squads and the City of Westlake will utilize all applicable resources to ensure honest, ethical and lawful billing practices. This includes but is not limited to HIPAA regulations, federal, state and local requirements, insurance and accounting practices.

Currently all of the EMS transporting personnel use a standard Run Sheet. This paper form is used to collect and document the activities as related to patient care. This form is then entered into Firehouse Software® licensed by the City of Westlake and will be transmitted electronically via a firewall protected file transfer protocol to the billing services provider. Payments will be submitted to the lock box the City of Westlake has established with our financial institution. The billing services provider will receive payment information and post it to the appropriate accounts and provide posting documentation to the City of Westlake Finance Department via a Firewall Protected Internet Based Reporting System. The billing services provider will provide a firewall protected HIPAA Compliant method by which the City of Westlake can send Protected Health Information (PHI) regarding transported patients.

#### **SCOPE OF WORK**

- 1) The Billing Services Provider must abide by the Charter and Ordinances of the City of Westlake as it relates to EMS fees and billing. **See Exhibit B for the current ordinance relating to EMS fees.**

- 2) The Billing Services Provider shall charge for Emergency Medical Ambulance Transport Services as designated by the City of Westlake (Exhibit "B", Appendix A, "Client Fee Schedule").

**Billable Services**

- a) Basic Life Support (BLS)
  - b) Advanced Life Support (ALS1)
  - c) Advanced Life Support 1 (ALS2)
  - d) Loaded Mileage (Exhibit "B", Appendix A, "Mileage Tracking Options Documentation").
- 3) The City of Westlake reserves the right to select the services to be billed and can modify the contract by adding or deleting services from the list of billable services during the term of the contract.
  - 4) All Services provide shall meet the standards set forth and allowed for by the Centers for Medical and Medicaid Services (CMS) rules and regulations in accordance with Medicare Part B payment policies, including Ambulance Fee Schedule (AFS) pertaining to mileage.
  - 5) The Billing Services Provider will prepare and submit accurate and complete insurance claims electronically (preferred) or manually (only if necessary), to include but not limited to Medicare, Medicaid, Anthem, UHC, Tri-Care, Medical Mutual, United, Kaiser, Summa, Cigna, Humana Bureau of Workers Compensation and any other applicable carriers including both commercial and private insurances. Claims submitted with complete and accurate information will be filed with third party entities within two (2) days of receipt from the City of Westlake.
  - 6) Verification and Missing Information Follow-Up: The EMS Billing Services Provider will provide all labor, materials and equipment for verification of the *downloaded transport information and patient information*. The EMS Billing Services Provider will gather missing patient information by, but not limited to, gathering electronic patient information from the hospital, search the billing service provider's billing data base; contacting the medical facility; interfacing with insurance provider's data systems, or by direct patient, family member or responsible party contact. When contact is made with the appropriate party, the EMS Billing Services Provider will verify and correct all patient information. To the extent permitted under HIPAA and other laws, the billing services provider shall not unduly withhold information from the City of Westlake EMS Agency's designated representatives when such information is needed to complete the billing process.
  - 7) Prepare and mail invoices to non-resident patients responsible for co-pays and/or deductibles, private pay, and uninsured patients.
  - 8) Post payments to the appropriate accounts and provide payment posting and revenue reports to the City of Westlake via a Firewall Protected Internet Based Reporting System.

- 9) Provide the City of Westlake with an itemized report of all invoices and claims billed, monies collected and outstanding balances via a Firewall Protected Internet Based Reporting System.
- 10) Provide the City of Westlake with additional reports regarding write-off via a Firewall.
- 11) Protected Internet Based Reporting System.
- 12) Provider shall invoice the City of Westlake monthly for services rendered based on a percentage of monies collected.
- 13) Provide the appropriate training to ensure that all the City of Westlake Fire & Rescue personnel involved in the billing process will have the necessary skills, knowledge and abilities to accurately prepare and enter the "Run Sheet" and to ensure completion and completeness of the "Run Sheet" in the electronic collection system of choice. The City of Westlake will provide the training facilities for the fire and rescue personnel. The EMS Billing Services Provider will be responsible for providing all instructors and training material. All training will be conducted at a City of Westlake designated site. Day and evening training sessions will be necessary.
- 14) Provide the City of Westlake Fire & Rescue personnel with appropriate training concerning documentation, charges and requirements of applicable Federal, State and Local health care laws and regulations.
- 15) The EMS Billing Services Provider will provide staff to conduct citizens' informational meetings as requested by the City.
- 16) Customer Service: The EMS Billing Services Provider will provide a staff of Customer Service Representatives who will provide patient account information Monday through Friday, during normal business hours, excluding the City of Westlake Holidays. (Please specify hours of available customer service). A local and toll free customer service number must be provided.
- 17) The EMS Billing Services Provider acting on behalf of the City of Westlake will remain respectful and mindful of the needs of its citizens and patients:
  - a) The City of Westlake will operate under a compassionate billing program (with respect to Office of Inspector General interpretations for local government billing practices).
  - b) Weekly or monthly installment payment plans will be offered to patients with outstanding balances and will be managed by the Billing Services Provider.
  - c) All collection procedures with respect to the City of Westlake EMS Billing must be approved by the City of Westlake.

- 18) Patients will receive a bill for each month for three (3) months. If bill has not been paid in full within 120 days, the patient shall be notified by letter and/or telephone of the delinquent amount.
- 19) The EMS Billing provider will report which accounts have been determined to be uncollectible via a Firewall Protected Internet Based Reporting System. The criteria for uncollectible accounts will be approved by the City of Westlake.
- 20) The City of Westlake reserves the right to recall accounts from the EMS Billing Services Provider upon written notice.
- 21) The City of Westlake reserves the right to return accounts from the EMS Billing Services Provider if the EMS Billing Services Provider has failed to file proper insurance or to follow up on outstanding insurance claims.
- 22) The EMS Billing Services Provider is responsible for providing all materials and resources required for the performance of the contract including, but not limited to, facilities, equipment, statements, postage and personnel.

### **Option "A" Third Party Collection Services**

1. The EMS Billing Services Provider shall manage and coordinate the collection of delinquent bills through a Third Party Collection Service.
2. The selection of the Third Party Collection Services shall be made by the City of Westlake from a list of Third Party Collections Services offered by the EMS Billing Services Provider.
3. The EMS Billing Services Provider shall work directly with a third party collections firm as approved by the City of Westlake's Finance Director.
4. Status of all collections shall be reported to the City monthly and all monies collected shall be deposited and handled in the same manner as non-delinquent EMS bills.
5. The City of Westlake's Finance Director or designated representative shall review and approve the list of delinquent bills that shall be submitted to the Third Party Collection Service on a monthly basis.
6. EMS Billing Service Provider shall include the percentage of delinquent amount that will be charged by the EMS Billing Service Provider and the Third Party Collection Service. Detailed monthly collections from delinquent accounts and cost of collection shall be submitted along with the monthly reports from the EMS Billing Service Provider.
7. All collections by the Third Party Collection Service shall be in accordance with the Fair Debt Collection Practices Act (FDCPA).

8. The City of Westlake reserves the right to recall accounts from the EMS Billing Services Provider upon written notice.
9. The City of Westlake reserves the right to return accounts from the EMS Billing Services Provider if the EMS Billing Services Provider has failed to file proper insurance or to follow up on outstanding insurance claims.
10. The Third Party Collection Service shall comply with all insurance, reporting, privacy and any other applicable terms or conditions as stated in this RFP.
11. The term of the contract with the Third Party Collection Service shall run concurrent with the contract of the EMS Billing Service Provider. Should for any reason the EMS Billing Service Providers advise the City that the Third Party Collection Service is not performing the duties as described herein and recommends that the contract with the Third Party Collection Service be cancelled; the EMS Billing Service Provider must first contact the Director of Finance in writing and give a thirty day notice stating their reason. At that time they must supply a list of three (3) names of Third Party Collection Services that they recommend.
12. The City has the right to award Option "A" or reject Option "A". If the City rejects Option "A", the City of Westlake will then select a Third Party Collection Service and advise the EMS Billing Service Provider that it is their responsibility to coordinate with the Third Party Collection Service as outlined herein.

## **REQUIRED INFORMATION FOR RESPONSE**

- 1) EMS Billing Services Providers must provide a history of the firm, qualifications and years of experience in 911-ambulance billing.
- 2) EMS Billing Services Providers must describe their capability to provide automated claims submission to applicable insurance carriers.
- 3) EMS Billing Services Provider is to provide references from five (5) current 911-based EMS entities. These references must contain the number of runs and the average revenue per run for calendar years 2009 and 2010. These references will also include the name, address and telephone number of the Department Chief and the Finance Director of the government entity. These references should reflect an EMS Billing program similar to that of the City of Westlake.
- 4) EMS Billing Services Providers must also provide references from five (5) current EMS Service providers who submit their runs to the Billing Services Provider via a firewall protected electronic interface from Firehouse Software®. These references will include the name, address and telephone number of the Department Chief and the total number of billable transports submitted electronically in 2009 and 2010. These references may be the same or different from the references submitted in response to #3 above.

- 5) EMS Billing Services Providers will provide a detailed project plan for the implementation of the City of Westlake EMS Billing Project including a scheduled demonstration of the electronic interface with Firehouse Software®.
- 6) EMS Billing Services Providers should provide information on the availability and description of reports that can be generated on request via a secure connection to the Billing Services Provider's Internet Site. If applicable, please also indicate whether said reports can be saved to a variety of file formats (Microsoft Word, Excel or Adobe Portable Document Format) and provide samples.
- 7) EMS Billing Services Providers should provide information regarding their use of current and/or emerging technology to provide the City of Westlake access to error reports, call reports, and financial reports.
- 8) EMS Billing Services Providers shall provide a copy of their SAS-70 Audit report. The report must be unqualified each year, or the contract may be voided by the City.
- 9) EMS Billing Services Providers should confirm that they have developed and implemented a compliance plan to identify activities among employees that could be considered fraudulent or abusive with respect to billing practices. The EMS Billing Services Provider shall provide to representatives of the City of Westlake a hot line number to report suspected instances of fraudulent or abusive billing practices. Further, the EMS Billing Services Provider shall provide the name and title of service's compliance officer.
- 10) EMS Billing Services Provider shall confirm that, to the best of their knowledge, they are not presently the subject of any federal, state or local investigation involving fraudulent or abusive billing practices, and if such investigations are ongoing or have occurred within the past five (5) years, the EMS Billing Services Provider shall provide the nature and outcome of such investigations with the responses to this RFP.
- 11) Acknowledge that the City of Westlake or its Agent reserves the right to audit the records of the vendor selected during normal business hours upon giving reasonable notice.

***CONTRACT TERM:***

The contract will be for a period of **three (3)** years from the initial date of signing with the option to renew at the discretion of the City of Westlake for **two (2)** additional one-year terms.

***LIABILITY:***

Contractor shall indemnify and hold the City of Westlake harmless and will defend the City of Westlake from and against any claim, judgment, cause of action, damages or any loss whatsoever, arising out of or in connection with the billing service, including but not limited to, errors in billing methods, changes, coding errors, procedural errors, lack of signatures and any other items

associated with the Contractor's service responsibilities unless due solely to the negligence or willful act of the City of Westlake Fire Department.

**INSURANCE:**

Contractor shall carry professional liability insurance that would include errors and omissions with limits of \$2,000,000 naming the City of Westlake as an additional insured. The City of Westlake will be provided a cover letter and certificate of insurance stating that the City of Westlake is an additional insured. The insurance shall cover the Contractor, its agents, employees and representatives and shall provide for thirty (30) days written notice of cancellation to the City of Westlake.

**BID BOND**

A Bid Bond or Certified Check in the amount of \$500.00 is hereby enclosed, together with a copy of the Bidder's liability coverage as indicated in the Specifications are attached hereto and made a condition of this RFP.

**PERFORMANCE BOND**

Within ten (10) business days of receipt of notice of award the Bidder shall provide a performance bond naming the City of Westlake as obligee and the Bidder as principal and having a penal sum of One Hundred Percent (100%) of the amount requested by the City of Westlake's Finance Director. This figure shall be based on the average collections for EMS Services for the prior three years (2008, 2009 and 2010). The bond shall guarantee the full performance of the Bidders obligations and must be written by a company authorized to write bonds in the State of Ohio and must be listed in the latest edition of U.S. Treasury Circular 570 or having a rating of A.M. Best of A- or better, and must show sufficient bonding capacity to bond the performance required under this contract.

***EACH PROPOSAL SHALL ALSO PROVIDE THE FOLLOWING INFORMATION:***

1. The name of every company bearing an interest in the proposed services.
2. The name, title, address and telephone number of individuals with authority to contractually bind the vendor; and
3. A designated person(s) who can be contacted for prompt contract administration upon award of the contract. This information shall include the person's name, title, address and telephone number.
4. The signer of the proposal must declare that all persons, companies or parties interested in the contract as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the proposal has authority to contractually bind the vendor.

If the successful offeror is a corporation, the corporation must be registered to do business in the State of Ohio *prior to the start date of the contract*.

## **PROPOSAL PREPARATION GUIDANCE**

The Proposal response must address the items included in the **Scope of Work and Required Information**. It is expected that the Proposal conforms to the following format:

- 1) Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities of their offering. Unnecessarily elaborated brochures or other presentations beyond those sufficient to prepare a complete and concise proposal are not desired. Proposal should be organized in the order in which the requirements are presented in the RFP.
- 2) All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page, the proposal should contain a table of contents, which cross-references the RFP requirements. Information, which the Bidder desires to present, that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- 3) Oral Presentations: Billing Companies who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City of Westlake. This provides an opportunity for the Billing Companies to clarify or elaborate on the proposal. This would be a fact finding and explanation session only and will not include negotiations. The City of Westlake will schedule a time and location of these presentations. Oral presentations are an option of the City of Westlake and may not be conducted.
- 4) Proposals should be as thorough and as detailed as possible so that the City of Westlake may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

### **EMS Billing Services Provider Qualification Summary Sheet**

The following summary shall be included in the proposal:

- 1) A written narrative statement describing the Billing Company's organization data, including size and structure of the company, and overall EMS Billing experience.

- 2) A description of the Billing Company's history in providing the required services.
- 3) A description of your method and plan for providing the service(s) described herein.
- 4) Listing of the Billing Company's management and staff personnel to be used for this project detailing qualifications and current experience relative to the services described herein.
- 5) Detailed description of current technology employed to provide increased revenue and access to client specific financial data.
- 6) Any other information that you believe is relevant in evaluating your proposal.
- 7) A written, non-binding estimate of the cost to provide these services.

## **SUBMISSION OF PROPOSALS**

All submittals shall be sent to the following address and must be submitted prior to **Friday the 9<sup>th</sup> of December, 2011, 2:00 PM**. Any submittal received after the 2:00 PM deadline will not be accepted, opened or considered.

**City of Westlake  
Office of the Purchasing Director  
27700 Hilliard Blvd.  
Westlake, OH 44145**

Each vendor must submit **one (1) original and two (2) copies** of its proposal in a sealed envelope appropriately marked **"EMERGENCY MEDICAL SERVICES BILLING"**, which must be received at the above address by the deadline of **Friday the 9<sup>th</sup> of December 2011, 2:00 PM**. All proposals must remain firm for one hundred twenty-one (121) days following the date of submission of the sealed proposals with an approximate proposed start date of **January 1<sup>st</sup>, 2012**. Proposals that are not delivered as described in this paragraph will be discarded and will not be considered.

## **EVALUATION CRITERIA (in no order of preference)**

- 1) Qualifications and experience of the firm.
- 2) Understanding of the Scope of Work.
- 3) Use of technology.
- 4) Reference checks and evidence of collection rates.
- 5) History of compliance with accepted billing and standardized accounting practices.
- 6) Price (% of collections).

## **METHOD OF AWARD**

The City of Westlake will evaluate all proposals in accordance with the Evaluation Criteria contained herein. Should the City of Westlake determine that only one Billing Company is fully qualified, or that one Billing Company is clearly, more highly qualified and suitable than the others under consideration, a contract may be awarded to that Billing Company? The City of Westlake may also solicit oral presentations from vendors deemed fully qualified to provide the EMS Billing Services identified in this RFP. In that case, upon conclusion of the presentations, the City of Westlake will award the contract to the Billing Company deemed most qualified for this EMS Billing effort.

## **COSTS INCURRED IN RESPONDING**

This request does not commit the City of Westlake to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

## **PRIME VENDOR RESPONSIBILITIES**

The vendor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

## **INVOICING REQUIREMENTS**

The City of Westlake will authorize payment to the EMS Billing Services Provider on a basis for satisfactory performance and receipt of EMS Billing Services Provider's correct invoice for services rendered. Invoices shall be sent to:

**City of Westlake Finance Department  
27700 Hilliard Blvd.  
Westlake, Ohio 44145**

## **DISQUALIFICATION OF VENDOR OR PROPOSAL**

Awards will not be made to any person, firm, or company in default of a contract with the City, State of Ohio, or the Federal Government. This includes default upon the payment of any financial obligation. Please check with the City of Westlake Finance Department, (440) 871-3300, in the event you are concerned about this possibility.

## **NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS**

The vendor, as a term of the Contract, shall comply with Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, any and all applicable Federal Executive Orders, any and all applicable Ohio Governor Executive Orders, and any and all other statutes, rules and regulations pertaining to non-discrimination. The vendor further agrees that he/she/it is in compliance with the non-discrimination, affirmative action requirements of Ohio Revised Code Section 125.111.

## **TAX COMPLIANCE**

Contractor must certify that they are in compliance with all the laws of the State of Ohio, County of Cuyahoga and City of Westlake relating to taxes.

### **FINDING FOR RECOVERY**

The Vendor affirmatively represents to the City of Westlake that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Vendor agrees that if this representation is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by the City of Westlake hereunder shall be immediately repaid to the City, or an action for recovery may be immediately commenced by the City of Westlake for recovery of said funds.

### **DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ASSOCIATION**

Prior to entering into a contract with the City of Westlake, all persons, firms and companies conducting business with or receiving funding from the City of Westlake in an amount greater than one hundred thousand dollars annually shall certify that it does not provide material assistance to any organization on the United States department of state terrorist exclusion list. The certification shall be made by completing the declaration of material assistance/non-assistance available from the City of Westlake or the Ohio Department of Public Safety, Division of Homeland Security. (<http://www.homelandsecurity.ohio.gov>)

### **QUESTIONS AND ADDENDUMS**

Vendors shall carefully examine this RFP and any addenda. Vendors should seek clarification of any ambiguity, conflict, omission or other error in this RFP in writing. For information regarding RFP contact: The City of Westlake Director of Purchasing, Mary Calabrese. If the answer to any question materially affects the RFP, the information will be incorporated into an addendum and distributed to vendors. Oral comments do not form a part of this RFP.

The City of Westlake, Ohio  
Bidders Equal Employment Opportunity Report

Exhibit A

Fire Department

Transports by Final Destination (Summary)

Alarm Date Between {01/01/2010} And {12/31/2010}

Destination	Count	Percent
1034 Columbia St. John West Shore Hospital	2105	65.0 %
1134 Lakewood Hosptial	88	2.7 %
1145 Fairview Health System	433	13.3 %
1150 Metrohealth Medical Center	1	0.0 %
1217 EMH Regional Medical Center	1	0.0 %
9999 Not Applicable	609	18.8 %
<b>Total Patients:</b>	<b>3237</b>	

**EXHIBIT "A"**

Exhibit B

# EXHIBIT "B"

89

## CHAPTER 957 Ambulance and Paramedic Fees

957.01 Establishment of fee.  
957.02 Creation of Fund.

957.03 Collection/delinquent accounts.  
947.04 Definitions.

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### 957.01 ESTABLISHMENT OF FEE.

Each person and/or applicable third party receiving services by the City's emergency medical service for basic life support, advanced life support, Level I and II, and transport to a medical facility by the City shall be charged a utilization fee as determined by the Mayor on an annual basis and approved by Council during the yearly budgetary process. A current fee schedule shall be kept on file with the Fire Chief and the Director of Finance.  
(Ord. 2006-177. Passed 5-3-07.)

### 957.02 CREATION OF FUND.

The revenues derived from the collection for emergency medical services billed either by the City or a collection service shall be placed into the EMS Revenue Fund or other fund which may be established by Council and said revenues shall be used solely for the purchase or maintenance of emergency medical equipment and supplies, purchase of emergency Fire/EMS vehicles, Fire/EMS training, or other uses which facilitate or are related to the delivery of emergency Fire/EMS services including administrative costs.  
(Ord. 2006-177. Passed 5-3-07.)

### 957.03 COLLECTION/DELINQUENT ACCOUNTS.

- (a) Insurance information shall be provided to EMS personnel at the time of service.
- (b) The Director of Finance shall be responsible for collection and billing procedures.
  - (1) The City shall waive all co-payments and/or deductibles otherwise owed by residents, City employees or income tax payers employed within the City who have medical insurance, Medicare or Medicare HMO coverage as a source of health insurance. The Director of Finance may waive the fee or any part thereof for residents who are otherwise unable to pay and have no other source for the payment thereof. In these cases, the taxes paid to the City in the form of income tax/real property tax will be considered as full payment of the co-pay, deductible or non-insured transport.

957.04                      STREETS, UTILITIES AND PUBLIC SERVICES CODE                      90

(2) The Director of Finance may waive the fee or any part thereof if it is determined the non-resident person receiving the emergency medical service is indigent. Persons seeking a waiver based on indigency shall have the responsibility to show proof of income. Indigent persons being billed shall have a household income below the poverty level as defined by the U.S. Department of Labor. Household income as used herein means all income received by all persons in his/her household for the past twelve months. Income shall include but not be limited to: all wages, Social Security benefits, veterans' benefits, interest, State unemployment benefits, alimony, Workers' Compensation benefits, strike benefits, public assistance benefits and relief payments.

(c) The City may engage private contractors to collect all BMS fees on behalf of the Director of Finance.

(d) The fees herein shall be in addition to any other charges payable for such service, including but not limited to, any tax levied, all or part of which pays any portion of the cost of BMS services, and/or any charges for services rendered by others.

(e) When Emergency Medical Services are provided by the City of Westlake personnel to persons outside the City limits pursuant to a mutual aid agreement or understanding with another municipality, the City shall bill such person in accordance with the practices of the requesting municipality. When Emergency Medical Services are provided within the City of Westlake by personnel of another municipality pursuant to a mutual aid understanding or agreement, such person shall be billed in accordance with this section.  
(Ord. 2006-177. Passed 5-3-07.)

**957.04 DEFINITIONS.**

As used in this section, the following words shall have the meaning respectfully ascribed to them:

- (a) "Basic Life Support" shall mean any pre-hospital non-invasive intervention by personnel certified at the level of EMT-Basic as described in Ohio R.C. Chapter 4765. Such interventions include, but are not limited to, non-invasive methods of airway control, oxygen administration, bleeding control, splinting of fractures, treatment of shock, patient assessment and recording vital signs.
- (b) "Advanced Life Support Level I and Level II" shall mean any pre-hospital intervention by personnel certified at the level of EMT-Paramedic as described in Ohio R.C. Chapter 4765. Such interventions include but are not limited to cardiac monitoring and interpretation of cardiac rhythms, external cardiac pacing, cardioversion, endotracheal intubation, intravenous cannulation, intraosseous infusion, emergency needle thoracotomy, and administration of medications.
- (c) "Transport" means to carry or convey a person by publicly owned and/or operated motor vehicle being used in response to a call for emergency medical assistance from one location to another.  
(Ord. 2006-177. Passed 5-3-07.)

**EXHIBIT "B"**

APPENDIX A

CLIENT FEE SCHEDULE

Client has established the following fee schedule for emergency medical services transport:

<u>Service</u>	<u>Fee</u>
Basic Life Support (BLS)	\$ <u>450<sup>00</sup></u>
Advanced Life Support (ALS)	\$ <u>550<sup>00</sup></u>
Advanced Life Support 1 (ALS 1)	\$ <u>650<sup>00</sup></u>
Loaded Mileage	\$ <u>0</u> /mile

MILEAGE TRACKING OPTIONS DOCUMENTATION

Client will track and communicate mileage to Life Force which shall not exceed the loaded miles from the Pickup point to Destination as follows:

(SELECT ONE)

- Odometer reading (Preferred documentation)
- Mapquest
- Client's Mileage Chart, a copy of which is attached