

CITY OF MARSHFIELD, WISCONSIN

**REQUEST FOR PROPOSALS TO
PROVIDE BILLING AND COLLECTION SERVICES
FOR
EMERGENCY MEDICAL RESPONSE**

**Submission Deadline:
Friday April 7, 2017
3:00 P.M. Local Time
(CST)**

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REQUEST FOR PROPOSALS
PROVIDE BILLING AND COLLECTION SERVICES
FOR
EMERGENCY MEDICAL RESPONSE

I. INTRODUCTION

The City of Marshfield, hereinafter referred to as the City, is requesting proposals for both Billing and Collection Services for the Emergency Medical Response Invoices. A firm may provide both services “in-house” or may propose to “contract out” part of the services. The proposer shall be responsible for both services.

Firms may propose a fee based on a fixed percentage or based on a sliding scale that uses a higher percentage when the receivables are higher. The City would prefer the sliding scale (incentive based) option.

The Current City of Marshfield status: The City has performed billing and collection services in-house for over 20 years. Until March of 2017, the City had two Finance Department staff, each working 0.5 FTE, to perform these duties, with one retiring after 30 years of service. In addition, Marshfield Fire & Rescue Department experienced retirement of its most experienced management member related to Emergency Medical Service administration at the beginning of March 2017 as well.

As of March 18, 2017 the City of Marshfield will no longer have trained billing and collection staff. So, the City is searching for a firm to perform these duties as soon as practical to pick up where in-house staff left off to minimize the delay of bill processing and collection. The City is currently using Tritech software for ambulance billing. Various 2016 Service Statistics and related information are provided later in this document for review.

Payment will be made by the City on a monthly basis. The percentage of collected receivables will be based on actual revenue received less refunds on overpayments in comparison to the amount invoiced less mandatory adjustments.

The term of the initial contract is three (3) years subject to an annual review and satisfactory performance.

MINIMUM FIRM QUALIFICATIONS

It is expected that the successful firm will exceed these qualifications. Firms shall:

- (1) Be certified/licensed for the types of services specified and proposed and provide copies of all applicable certifications or licenses; this includes being licensed in Wisconsin for this type of collection services.
- (2) Have the capacity to acquire all required permits, coordinate with necessary approving/monitoring agencies.
- (3) Have provided services similar to those specified herein for a minimum of five (5) years.

II. SCOPE OF WORK

(Note: The definition of the CONTRACTOR is the collections and billing company)

A. Scope of Work

The CONTRACTOR shall:

1. Process ambulance billing, insurance claims, accounts receivable, and suitable collection methods. The process should include handling of patient information, exchange, quality control procedures, retrieving patient insurance and personal information, processing payments, and any other required paperwork.
2. Determine the charges based on 1) criteria established by the City, 2) government (Medicare and Medicaid) rules and regulations and, 3) patient and incident information received from the City.
3. Respond to patient questions and requests for billing information. The CONTRACTOR shall provide and identify on the bill a toll-free number and an e-mail address, if available, for patients to use to make inquiries. If a customer disputes the emergency medical services provided by the City, the CONTRACTOR shall call the City.
4. Provide technical support for the duration of the contract. Support shall include, but not be limited to, resolving problems related to administrative matters including billing, and collections and training City personnel in CONTRACTOR's billing process, data collection, communication and methods of facilitating the billing process.
5. Provide documentation to support accounts designated as uncompensated care write-offs.
6. Submit monthly detail transaction reports for the preceding month itemizing incidents billed, collections made, adjustments made to bills and account aging information, annual summary report and such other reports as are customarily available or may be requested by the City.
7. Keep the City informed of proposed or pending legal issues that may affect EMS billings or the billing process.
8. Accept informational transactions from the current software program (currently ZOLL) that the City utilizes for ambulance reporting and bill accordingly.
9. Provide on-site training of staff. Contractor shall indicate in their proposal the type of training provided.
 - Provide on-site training for EMS and administration staff to facilitate the billing process.
 - Provide methodology, number of trainers, and number of training hours included. Provide a minimum of one training session per year for all Marshfield Fire and Rescue personnel (3 shifts) to update on current billing issues, necessary billing information and report writing.
 - Provide training for all personnel on the new reporting system.
 - Provide training for staff on developing and maintaining data reports.
10. Provide proof of required insurance coverage to the City prior to the start of work. In certain cases, the vendor may be required to name the City as an additional insured.

11. Provide a national toll free number to allow patients to access the billing office during normal business hours. Accept responsibility for all City consumer billing inquiries and retrieval of medical records for affiliated agencies on normal business days from 8:00 am to 5:00 pm, Local Time (CST). Identify the principal contact for requests and attorney requests made for copies of patient records and billing and accept responsibility for certification if requested. Provide a Standard Operating Procedure (SOP) for submitting such requests.
12. Accept responsibility for all EMS consumer complaints and compliments.
13. Provide electronic access to City accounts so all information is made available to monitor billing activities, accounts receivable and collection efforts and results at the discretion of the City. Also, supply the City with reports on a monthly basis in electronic format. Include sample reports.
14. Conduct an annual survey of rates and services for Wisconsin EMS providers and advise on potential changes to consider as well allowable reimbursement rates from third party payers.
15. Ensure responsibility for maintaining all software necessary to fulfill this agreement as well as the computer hardware.
16. Assure compliance with Medicare, Medicaid, and all other federal and state programs. Provide standard operating procedures ("SOP") for adherence to HIPPA Guidelines.
17. Comply with Federal Trade Commission Identity Theft Red Flag Rules.
18. Any collection agencies referred to by the successful bidder must be bonded and licensed in Wisconsin.

Further, the CONTRACTOR shall provide and include in their fee; all labor, equipment, supplies, postage and any other items, of whatever nature, needed in connection with the provision of services under this Contract. All services provided under this Contract shall comply with normal industry standards.

B. Other Services

The CONTRACTOR shall, upon request and without additional compensation, furnish such explanation as may be necessary to clarify and interpret its report and other actions.

C. Additional Services

The CONTRACTOR shall provide additional services as requested in writing by the City. Compensation shall be as specified in the final agreement.

D. Collection Services

The CONTRACTOR shall provide collection services. These services include the services typically provided under a collection agency agreement. These services shall include providing reports, lockbox, and other services as described above. The services shall include processing the accounts receivables that have exhausted the billing/collection process.

III. RESPONSIBILITY OF THE CITY

The City of Marshfield will be responsible for the following:

A. Appointment of a Project Officer

The City's representatives, with whom the CONTRACTOR must coordinate all activities under this contract is the Finance Director or his/her designee for matters relating to collections and Fire Chief or his/her designee for matters relating to patient and service information.

B. Prompt Response

To prevent an unreasonable delay in the CONTRACTOR'S work, the City will respond to any CONTRACTOR requests for information within a reasonable time period.

C. Project Requirements

1. Incident Information.

The City will submit to the CONTRACTOR, by mail, fax or electronic mail, a "run sheet" using the ZOLL ePCR format:

1. Run number;
2. Patient name;
3. Patient address;
4. Date and time of transport;
5. Transport from and to locations;
6. Medical information and patient care specifics;
7. Insurance coverage information, if available;
8. Financial, demographic hospital fact sheet;
9. Medicare/Medicaid/insurance/financial responsibility signatures.

2. Payment Information.

The City will provide payment information to the CONTRACTOR, as soon as it is available, by fax or electronic mail.

3. Rates and Fees.

Rates are included in this RFP. The City will provide the CONTRACTOR with rate and fee updates as they occur.

4. Other Information.

At the CONTRACTOR'S request, the City will furnish such other information as is needed by the CONTRACTOR to aid in the provision of services required, providing such information is reasonably available from City records.

**CITY OF MARSHFIELD AMBULANCE
SERVICE RATE SCHEDULE EFFECTIVE
JANUARY 1, 2017**

| | <u>2016</u> <u>Rates</u> | <u>Approved</u> <u>Increase</u> | <u>2017</u> <u>Rates</u> |
|---|-----------------------------------|------------------------------------|-----------------------------|
| <u>ADVANCED LIFE SUPPORT 1 (ALS1)</u> | | | |
| Resident/Contract Area | 720.00 | 108.00 | 828.00 |
| Non-Resident/Out of contract area | 936.00 | 140.00 | 1,076.00 |
| Neonatal & Special Peds | 430.00 | 0.00 | 430.00 |
| Calls for Assistance | 275.00 | 28.00 | 303.00 |
| No pick-up | 0.00 | 0.00 | 0.00 |
| Intercept Service Contract - SJH | 410.00 | 0.00 | 410.00 |
| <u>ADVANCED LIFE SUPPORT 2 (ALS2)</u> | | | |
| Resident/Contract Area | 788.00 | 79.00 | 867.00 |
| Non-Resident/Out of contract area | 977.00 | 98.00 | 1,075.00 |
| No pick-up | 0.00 | 0.00 | 0.00 |
| <u>STANDARD BASE RATE #1 (BLS)</u> | | | |
| Resident/Contract Area | 600.00 | 90.00 | 690.00 |
| Non-Resident/Out of contract area | 804.00 | 121.00 | 925.00 |
| Calls for Assistance | 193.00 | 19.00 | 212.00 |
| No pick-up | 0.00 | 0.00 | 0.00 |
| Resident Intergovernmental Agency Call | 193.00 | 19.00 | 212.00 |
| Non-Resident Intergovernmental Agency Call | 275.00 | 28.00 | 303.00 |
| <u>EXTENDED TRANSPORTS (NEW)</u> | | | |
| Transports to Hospitals outside Marshfield (2 hour min. / then every quarter hour) | NA | NA | \$100/per hour |
| <u>CRITICAL CARE TRANSPORTS (NEW)</u> | | | |
| Critical care transports | NA | NA | 1,100.00 |
| <u>MILEAGE CHARGES PER LOADED MILE</u> | | | |
| Resident/Contract Area | 11.00 | 0.00 | 11.00 |
| Non-Resident/Out of contract area | 11.00 | 0.00 | 11.00 |
| Neonatal & Special Peds | 7.50 | 0.00 | 7.50 |
| Resident/Non-Resident Intergovt Agency Call | Current IRS Business Mileage Rate | | |

FIRE SERVICE COVERAGE

| City | <u>Population</u> | <u>Square Miles</u> |
|---------------------------------------|--------------------------|----------------------------|
| Marshfield – Wood and Marathon County | 19,201 | 13.692 |

AMBULANCE SERVICE COVERAGE

| City | <u>Population</u> | <u>Square Miles</u> |
|---------------------------------------|--------------------------|----------------------------|
| Marshfield – Wood and Marathon County | 19,201 | 13.692 |

Villages

| | | |
|------------|-----|-------|
| Auburndale | 707 | 2.130 |
| Hewitt | 832 | 0.800 |
| Milladore | 276 | 1.063 |

Townships

| | | |
|------------|-------|--------|
| Auburndale | 843 | 30.200 |
| Cameron | 469 | 6.850 |
| Fremont | 1,272 | 36.000 |
| Lincoln | 1,572 | 34.132 |
| Marshfield | 776 | 16.726 |
| McMillan | 2,014 | 35.664 |
| Milladore | 685 | 32.938 |
| Richfield | 1,632 | 34.800 |
| Rock | 862 | 34.500 |
| Sherry | 807 | 35.400 |

| | | |
|--------------|---------------|----------------|
| TOTAL | 31,948 | 314.895 |
|--------------|---------------|----------------|

STATISTICS - CITY AND RURAL

| | |
|--|----------------|
| Total Number of Fires Responded to in the City | 39 |
| Total Number of Hazardous Condition Alarms in the City | 58 |
| Total Number of False or Accidental City Fire Alarms | 138 |
| Total Number of Other Types of City Calls | 73 |
| Total Number of City Fire Related Calls | 308 |
| | |
| Total Number of Ambulance Calls (less false or accidental) | 2,571 |
| Total Number of Service Calls | 7 |
| Total Number of Good Intent Calls | 56 |
| Total Number of False or Accidental Ambulance Alarms | 24 |
| Total Number of Ambulance Calls | 2,658 |
| Total Number of Calls Received by this Department (includes fire and ambulance) | 2,966 |
| <hr/> | |
| 5 Year Average "City Fire Loss" for which the Department was called | \$469,782.00 |
| 2016 "City Fire" Related Deaths | 0 |
| 2016 "City Fire Loss" for which the Department was called | \$678,250.00 |
| 2016 Property Value Saved | \$1,681,800.00 |
| 2016 Estimated Fire Loss <u>Per Capita</u> for the City of Marshfield | \$35.32 |
| Per Capita Cost of Maintaining the Fire Department | \$143.55 |
| Per Capita Cost of Maintaining the Ambulance | 0.00 |

AMBULANCE STATISTICS

2016 Ambulance Responses

| Month | Number of Responses | Miles | Accounts Receivable |
|-----------|---------------------|----------|---------------------|
| January | 224 | 1093.5 | \$124,791.50 |
| February | 161 | 1476.2 | \$87,290.30 |
| March | 227 | 941.6 | \$130,845.70 |
| April | 209 | 992 | \$113,135.50 |
| May | 221 | 880 | \$126,344.20 |
| June | 200 | 802.8 | \$108,550.40 |
| July | 216 | 1237.2 | \$118,372.40 |
| August | 228 | 890.6 | \$135,417.60 |
| September | 225 | 1015.2 | \$128,174.10 |
| October | 266 | 1042.7 | \$152,282.00 |
| November | 241 | 871.1 | \$125,680.90 |
| December | 240 | 938.5 | \$131,474.40 |
| Total | 2,658 | 12,181.4 | \$1,482,359.00 |

Number of Responses Not Including “No Pick-Ups”

| | <u>2016</u> | <u>2015</u> | <u>2014</u> |
|-----------------------------|-------------|-------------|-------------|
| City of Marshfield | 1566 | 1597 | 1547 |
| Wood County Calls/Less City | 330 | 359 | 385 |
| Neo-natal Calls | 7 | 21 | 19 |
| Other County Calls | 48 | 13 | 54 |
| Out of Service Area | 29 | 36 | 23 |
| Intercepts | 49 | 49 | 41 |
| TOTAL | 2,029 | 2,075 | 2,069 |

AMBULANCE STATISTICS

2016 EMS Runs by District/Type

| | Total Responses | Total Transport Miles | Percentage (%) of Call Volume |
|------------------------|-----------------|-----------------------|-------------------------------|
| City of Marshfield | 1566 | 3574.5 | 58.92% |
| Township of Auburndale | 12 | 132 | 0.45% |
| Township of Cameron | 12 | 56.7 | 0.45% |
| Township of Fremont | 13 | 209.2 | 1.35% |
| Township of Lincoln | 36 | 158 | 1.28% |
| Township of Marshfield | 34 | 165 | 0.38% |
| Township of McMillan | 35 | 1958 | 6.21% |
| Township of Milladore | 10 | 157.5 | 0.49% |
| Township of Richfield | 165 | 149.5 | 0.26% |
| Township of Rock | 13 | 220.3 | 0.68% |
| Township of Sherry | 7 | 121.1 | 0.79% |
| Village of Auburndale | 18 | 38.4 | 0.08% |
| Village of Hewitt | 21 | 165.3 | 1.32% |
| Village of Milladore | 2 | 168.5 | 0.49% |
| Out of Service Area | 29 | 3225.8 | 23.66% |
| Intercepts | 49 | 716.9 | 1.84% |
| No Pick Ups* | 629 | 309.1 | 1.09% |
| Neo-natal | 7 | 655.6 | 0.26% |
| TOTAL | 2,658 | 12,181.4 | 100.00% |

* Includes False Alarms and Canceled Calls

Marshfield Fire and Rescue Department

2016 Ambulance Response Statistics

| <u>Causes</u> | <u>Incidents</u> |
|---|------------------|
| 321 – EMS call, excluding vehicle accident with injury | 2,458 |
| 3210 – Peds Critical Care Transport with transport team | 1 |
| 3211 – ALS Intercept, excluding vehicle accident | 44 |
| 3212 – Neonatal Transport | 7 |
| 322 – Vehicle accident with injuries | 45 |
| 3221 – MVC-ALS Intercept | 5 |
| 323 – Motor vehicle/pedestrian accident | 11 |
| Total - Rescue & Emergency Medical Service Incidents | 2,571 |
| 551 – Assist police or other governmental agency | 1 |
| 552 – Police matter | 1 |
| 554 – Assist invalid | 5 |
| Total - Service Call | 7 |
| 611E – EMS: Dispatched & cancelled en route | 54 |
| 622 – No incident found on arrival at dispatch address | 2 |
| Total - Good Intent Call | 56 |
| 700 – False alarm or false call, other | 7 |
| 712 – Direct tied to FD, malicious/false alarm | 1 |
| 740 – Unintentional transmission of alarm, other | 16 |
| Total - False Alarm & False Call | 24 |
| Total <u>Ambulance</u> Responses for 2016 | 2,658 |

IV. INSTRUCTIONS TO SUBMITTERS

3.1 Request for Proposal Information

It is the responsibility of the Proposer to carefully read the entire Request for Proposal, which contains provisions applicable to successful completion, and submission of an RFP. If any ambiguity, inconsistencies or errors are discovered in the RFP, the City Finance Director must be notified in writing. Only interpretations or corrections of the RFP made in writing through addenda by the Finance Director will be considered binding. The Finance Director must receive all requests for interpretations or corrections no later than the date specified in the RFP timetable. The RFP consists of all documents identified in the Scope of Work section of this RFP.

33 Submission of Proposals

The following information must appear on the lower left-hand corner of the envelope or container:

RFP for Billing and Collection Services for Emergency Medical Response

The price proposal information must be submitted in a separate envelope, which on its face bears the Consultants name and the words **“Price Proposal – EMS Billing & Collection** clearly marked on the envelope. The information must be addressed to:

U.S. Mail, UPS, FedEx, etc.:
City of Marshfield
ATTN: Finance Director
630 S Central Ave, Suite 502
Marshfield, WI 54449

All material must be submitted on 8 ½” x 11” paper, except for any drawings, charts, diagrams, or similar information. Return address shall be included on the outer envelope wrapper.

Submit **one original and five copies** (hard copy identified as such) and an **electronic copy** (CD) of your proposal. Price proposals shall be submitted in a separate envelope and within a separate electronic file (same CD is acceptable).

34 Modified Submissions of RFP

Modified qualifications and proposals can be submitted to replace all or any portion of previously submitted information. The Selection Committee will only consider the latest version as part of its deliberations.

35 Withdrawal of RFP

Qualification and proposal information may be withdrawn from consideration prior to the submission deadline by written request, on the Consultant’s letterhead, submitted to the Purchasing Manager.

36 RFP Postponement or Cancellation

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all submittals to the RFP, re-advertise this RFP, postpone or cancel at any time this RFP process, or waive any irregularities in this RFP as it deems to be in the best interest of the City of Marshfield.

37 Incurring Costs

The City of Marshfield is not liable for any cost incurred by proposers in replying to this RFP. The City of Marshfield reserves the right to accept or reject any or all proposals and to waive technicalities in any proposal or part thereof deemed to be in the best interest of the City of Marshfield.

38 Proprietary Information

Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Each page must be clearly marked "CONFIDENTIAL". The City shall comply with State and Federal Law(s) as to complying with request for information.

39 Fixed Price Period

All price, cost, and conditions outlined in the RFP/Price Proposal shall remain fixed and valid for acceptance for a 90-day period commencing on the due date of the contractor's proposal. The City reserves the right to negotiate the scope of services and cost with the highest ranked consultant, when only one firm is short-listed.

310 Certification of Independent Price Determination

By signing this proposal, the respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

The process in this proposal has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other respondent or to any competitor;

311 Restricting Competition

No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

312 Clarification of the RFP (Request for Proposals)

If additional information is necessary to assist the vendor in interpreting this RFP, questions will be accepted by: City of Marshfield Finance Director, 630 S. Central Ave, Suite 502, Marshfield, WI 54449, telephone (715) 486-2062 or email: keith.strey@ci.marshfield.wi.us Deadline for questions is 5:00 PM Local Time (CST) on March 29, 2017 as noted in RFP anticipated timetable.

313 Contract Term and Schedule

The consultant shall provide a schedule in with their proposed scope of work. The schedule submitted will be evaluated with respect to the other proposals.

V. PREPARING AND SUBMITTING PROPOSAL

4.1 General Instructions

Evaluation and selection of the consultant for this project will be based on information submitted in the request for proposal plus references, consultant interviews (if requested), other references and supplemental information. Failure to respond to each requirement in the RFP may be the basis for rejecting a response.

Elaborate Proposals; e.g. expensive artwork beyond that which is sufficient to present a complete and effective proposal is not necessary.

Alternate Proposal. Proposers may submit an alternate proposal or creative cost-saving alternatives, which meet minimum requirements and specifications of this RFP. Indicate such on the proposal. Proposers may submit more than one proposal.

4.2 Include in the Proposal the following:

4.2.1 Letter of Introduction/Statement of Interest

Summarize the firm's interest in this project and any special knowledge or expertise that the firm has to offer. Include name of contact person, phone number, fax number, e-mail address and web site address.

4.2.2 Firm's Information; including the following:

- Office location
- Ownership and affiliation
- Firm's objectives in relation to this project
- Provide a bank reference statement and/or a copy of the most recent, audited, financial statement.
- List any current HCFA violations and any ongoing litigation.
- Past performances on similar contracts in terms of cost control, quality of work and compliance with performance schedules.
- Provide a list of the last five (5) assignments of similar projects and budget ranges that were completed (or currently being processed) by the firm, identify the firm's lead person and list contact information for these projects.

4.2.3 Information on individuals who will provide the service, including the following:

- a) Resume or biosketch of the individual in charge of the service and list other employees involved.
- b) Provide the number of employees, length of service information, certifications, training procedures, and turnover rates. Note the number of employees specifically assigned to denial claims processing. Indicate number of account representatives to be assigned to manage the City services. Identify the principal contacts for billing and claims resolution status who would be assigned to the Ambulance Service accounts
- c) Identify any sub-consultants to be used on the project and the percentage of their level of involvement along with their experience working on like projects.

4.2.4 Proposed services; state how your firm will meet the scope of services. Include the following:

- a) Proposed work plan or proposed scope of work and technical/innovative approaches for the project. Provide both a summary and the detail of your proposed services.
- b) Indicate proposed timeframe to complete the tasks and the estimated number of hours per assigned individual or specific service.
- c) Explain the process for handling ambulance billing, insurance claims, accounts receivable, and suitable collection methods. The process should include handling of patient information exchange, quality control procedures, retrieving patient insurance and personal information, processing payments, and any other required paperwork. Provide the City with examples of current billing formats being utilized for other clients. The City may accept one of the forms provided or may require that a new form be designed. Should a new form and format be required, it shall be done in collaboration with the City's representative.
- d) Provide rationale why this payment practice is in the best interest of the City.
- e) Provide documentation of average days in accounts receivable per claim for all accounts during the past year.
- f) Describe collection method for delinquent accounts.
- g) Provide collection rates for ambulance accounts during the past one year and explanation of calculations used to determine rates.
- h) Indicate how your firm provides the services stated under the Scope of Work #1 thru 28 (unless you already described this information within this Section).
- i) Outline the process for transitioning from our current status of performing in-house.
- j) Other Services: Provide description and frequency of other services you provide to clients and if they are included in the cost of this proposal.
- k) Describe in detail how the City would recover from a default by the successful proposer during the contractual period.
- l) Outline the process to return all paper documentation and any electronic or other supporting information in the case of termination of the contract.
- m) Describe the Electronic Patient Care Report System and any other software and hardware, provided to the City of Marshfield. Describe how you meet these system requirements as stated in the scope of work.

4.2.5 Proposed Price Submission details.

The consultants cost shall include all expenses, travel time and per diem.

Provide that the monthly collection fee will be the sole cost to the City for services provided by the vendor.

4.2.6 Evaluation Criteria.

The evaluation team will base their decision on the qualifications and experience of the firm and staff along with feedback that may be requested from references and other sources. The evaluation team will also consider the availability and completion timeframe.

The price proposal of the highest ranking firms will be opened and the cost of the services will be formulated with the firm’s qualifications/proposed services ranking to arrive at the total ranking. The recommendation to award the contract will be to the firm that has the highest point total and is in the best interest of the City of Marshfield.

VI. SCHEDULE OF ACTIVITIES

The anticipated timetable for the RFP process including the selection of the top ranked firm is as follows:

5.1 Anticipated Timetable

- RFP available for distribution.....March 15, 2017
- Deadline for receipt of questions March 29, 2017
- Deadline for submittal of RFP April 7, 2017 @
..... 3:00 PM Local Time (CST)
- RFP Evaluation and follow up (if requested)..... April 8 thru 13, 2017
- Presentation to Finance, Budget & Personnel Committee..... April 18, 2017
- Council approval of selected consultant April 25, 2017

VII. NEGOTIATIONS

61 Negotiations with Top Rated Firm

Upon selection of the top rated firm, the City may enter into limited negotiations with the selected top rated firm to clarify the scope of services to be provided. Note, however, that costs for services are part of the evaluation and scoring of points. You are encouraged to submit your best and final offer with the proposal.

62 Terms of Agreement

Upon mutually agreeing to the terms of the contract, written agreement will be prepared by the City utilizing the City’s contract agreements (amended to the specific terms of this contract). It is important to note that the City will not indemnify the Consultant. The City will own all documents and drawings they pay a Consultant to prepare.

63 Failure to Reach Agreement

If an agreement cannot be reached with the top rated firm, negotiations will be terminated and the City will open negotiations with the second rated firm. The negotiation process will continue until an agreement is reached with one of the short listed firms. If no agreement is reached with the short listed firms the negotiation process will be terminated at the City’s discretion.

**CITY OF MARSHFIELD,
WISCONSIN AGREEMENT**

**PROVIDE BILLING AND COLLECTION SERVICES
FOR EMERGENCY MEDICAL RESPONSE**

I. NAME OF CONTRACTING PARTIES

This contract is entered into on _____ 2017 , between the City of Marshfield, 630 S. Central Ave., Marshfield, WI 54449, hereafter called the City and _____, hereafter called CONSULTANT.

The parties hereto agree as follows:

II. PROJECT MANAGER

A. Assignment of Project Manager

The CONSULTANT shall assign the following individual to manage the project described in this contract.

Project Manager:

A resume of this individual is attached (See Attachment "A").

B. Changes in Project Manager

The City has the right to approve or disapprove any proposed change from the individual named in Article II.A. The City shall be provided with a resume for any proposed substitute and shall be given the opportunity to interview that person prior to its decision to approve or disapprove.

III. SCOPE OF WORK AND RESPONSIBILITIES OF THE CONSULTANT

A. Scope of Work

The CONSULTANT shall provide the services described in Attachment "B", Scope of Services.

B. Other Services

The CONSULTANT shall, upon request and without additional compensation, furnish such explanation as may be necessary to clarify and interpret the plans, specifications or report, as the case may be.

C. Additional Services

The CONSULTANT shall provide additional products and/or services provided by this Agreement if such additional products and/or services are requested in writing by the City's Project Manager or other authorized employee of the City. Such additional costs may not be incurred prior to receipt of written approval by the City. Compensation for services provided by this Agreement shall be as specified in Article V. Costs for additional products and services not covered under this Agreement shall be negotiated and set forth in a written amendment to this Agreement executed by both parties. The amendment shall be executed by both parties prior to

proceeding with the work covered under subject amendment.

IV. RESPONSIBILITY OF THE CITY

At its own expense, the City will have the following responsibilities regarding the execution of the contract by the CONSULTANT.

A. Project Officer

The City Finance Director will function as project officer to act as the City's representative with respect to the work performed under this contract.

B. Prompt Response

To prevent an unreasonable delay in the CONSULTANT's work, the City will examine all reports, drawings, specifications and other documents and will make authorizations in writing to the CONSULTANT to proceed with work within a reasonable time period.

C. Project Requirements

The City will furnish, at the CONSULTANT's request, such information as is needed by the CONSULTANT to aid in the progress of the project, providing it is reasonably obtainable from City records.

V. COMPENSATION AND TERMS OF PAYMENT

The City shall pay the CONSULTANT, in accordance with the terms and conditions of this contract for basic services, as set forth in Article III A and B, a maximum fixed fee of \$, and for additional services, as set forth in Article III.C, subject to written approval of the City, at the rates shown in Attachment "C". Rates shown in attached fee schedules shall be firm for the duration of this agreement.

VI. METHOD OF PAYMENT

The CONSULTANT shall submit itemized monthly statements for services described in Article III of the contract. The City shall pay the CONSULTANT within 30 calendar days after receipt of such statement.

VII. TERMINATION OF THE CONTRACT

A. For Cause

If, through any cause not beyond the control of the CONSULTANT, the CONSULTANT shall fail to fulfill in timely and proper manner the obligations under this agreement, the City shall have the right to terminate this contract by written notice to the CONSULTANT. In this event, the CONSULTANT shall be entitled to compensation for any satisfactory, usable work completed.

B. For Convenience

The City may terminate this contract by giving written notice to the CONSULTANT no later than 10 calendar days before the termination date. If the City terminates the contract under this clause, the CONSULTANT shall be entitled to just and equitable compensation for any satisfactory work completed.

VIII. CONFLICT OF INTEREST

No elected official or employee of the City who exercises any responsibilities in the review, approval, or carrying out of this contract shall participate in any decision relating to this contract which affects his or her direct or indirect personal or financial interest.

IX. ASSIGNABILITY

The CONSULTANT shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.

X. TITLE TRANSFER

The products of this contract shall be the sole and exclusive property of the City. Upon completion or other termination of this contract, and at the request of the City, the CONSULTANT shall deliver to the City machine-reproducible copies of any and all materials pertaining to this contract. Future use of these products (plans, specifications, and all other materials produced under this contract) by the City for different facilities without specific adaptation by the CONSULTANT, will be at the risk of the owner.

XI. PUBLIC RECORD CONTRACT CLAUSE

Both parties understand that the city is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stats. § 19.21, et seq. Contractor acknowledges that it is obligated to assist the city in retaining and producing records that are subject to the Wisconsin Public Records law, and that the failure to do so shall constitute a material breach of this agreement, and that the contractor must defend and hold harmless from liability under that law in regard to records maintained or that should have been maintained by the contractor. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this agreement.

XII. CONFIDENTIALITY

No reports, information, and/or data given to or prepared or assembled by the CONSULTANT under this contract shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the City.

XIII. INDEMNITY

The CONSULTANT shall indemnify and hold harmless the City, its employees and subcontractors from and against any and all claims and actions, including reasonable attorney's fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a negligent act, error, or omission of CONSULTANT or any of its agents, subcontractors, or employees in the performance of services under this Agreement.

XIV. INSURANCE

To the satisfaction of the City, the CONSULTANT shall maintain insurance or otherwise provide protection against claims under Worker's Compensation acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the CONSULTANT is legally liable. A certificate showing the amounts and extent of such protection shall be submitted to the City prior to commencement of work under this contract.

XV. ERRORS OR DEFICIENCIES

The CONSULTANT shall without additional compensation revise any materials prepared under this contract if it is determined that the CONSULTANT is responsible for any errors or deficiencies.

Further, the CONSULTANT shall be responsible for costs incurred by the City, which are over and above the costs that would have been incurred, had the error, omission or deficiency not occurred.

XVI. CONTRACT PERIOD

This agreement shall, unless otherwise stated elsewhere herein, terminate upon final payment to the Consultant. Both parties' obligations under this agreement, which by their nature are intended to continue beyond termination or expiration of this Agreement, shall survive the termination or expiration of this agreement.

XVII. COMPLETENESS OF THE CONTRACT

This document and any specified attachments contain all terms and conditions of this contract and any alteration shall be invalid unless made in writing, signed by both parties, and incorporated as an amendment to this contract. There are no understandings, representations or agreements, written or oral, other than those incorporated herein.

IN WITNESS WHEREOF, the parties have signed this contract as of the day and year first above written.

FOR THE CITY:

FOR THE CONSULTANT:

BY: _____
Chris Meyer, Mayor

BY: _____
Signature

BY: _____
Deb Hall, Clerk

Name (typed)

BY: _____
Keith Strey, Finance Director

Title

ATTACHMENT "A"
PRICE PROPOSAL SUBMITTAL FORM

TO THE CITY OF MARSHFIELD, WISCONSIN:

If awarded the contract, I hereby agree to furnish the supplies and services in accordance with the RFP for billing and collection services for emergency response for the following consideration:

BILLING AND COLLECTION SERVICES

Total Estimated Annual Charges to the City: \$ _____

ATTACH DETAIL PRICE INFORMATION EXPLAINING HOW THIS WAS CALCULATED:

The following would be an example of this calculation:

| | |
|--|------------|
| _____ % 1 st Phase x Estimated Collections of: \$2,103,495.72 | = \$ _____ |
| + | |
| _____ % 2 nd Phase x Estimated Collections of: \$ 48,128.41 | = \$ _____ |
| + | |
| _____ % 3 rd Phase x Estimated Collections of: \$ 115,418.01 | = \$ _____ |

DATE: _____

PROPOSAL SUBMITTED BY:

_____ (Name of Company)
_____ (Street Address)
_____ (City, State, Zip Codes)
_____ (Telephone Number)
_____ (FAX Number)
_____ (E-mail Address)
_____ (Authorized Signature)
_____ (Printed Name)
_____ (Title)