



Finance/Personnel Committee

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Agenda

Tuesday, January 12, 2016

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **January 12, 2016** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115**.

This meeting can be viewed LIVE at www.depere.tv. This meeting is also rebroadcast on TW Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at www.depere.tv.

Call to Order

1. Roll Call
2. Approval of the minutes of the December 8, 2015 regular meeting of the Finance/Personnel Committee.
3. Police Overtime Report for December 2015
4. Fire Department Overtime and EMS Billing Report for December, 2015.
5. Consideration of Police K-9 Retirement and Transfer of Ownership to Officer Joseph Johnson*
6. Request to investigate ownership of unassigned parcel at the former bridge approach (area near Front Street and George Street).*
7. Consider Revisions to Special Event Permit Ordinance *
8. Consider Request to Purchase a Fire Department Command Vehicle.*
9. Consider Accepting a Federal Emergency Management Grant from the Assistance to Fire Fighters Program for Breathing Apparatus Replacements.*
10. Fire Department's EMS Billing Survey Report.
11. Public Comment and announcements.
12. Future agenda items.
13. Consideration of Memorandum of Agreement with Union(s) for Use of City Facilities for Weight Room.

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Committee may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
The Committee may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.
14. Update on Status of Police and Fire Union Contract Negotiations.

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Committee may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Committee may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

15. Adjournment

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject(s) over which they have decision-making responsibility.

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, the previous day so that arrangements can be made.

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Tom Nelson (Fire Union Exec.)

Charlie Leiterman (Police Union President)

Brendan Matthews (Police Union)

City of De Pere, Wisconsin**Request For Finance/Personnel Committee Action**

MEETING DATE: January 12, 2016

DEPARTMENT: City Attorney

FROM: Jeni Dupont

SUBJECT: Approval of the minutes of the December 8, 2015 regular meeting of the Finance/Personnel Committee.

ATTACHMENTS:

- December 8, 2015 DRAFT Minutes (PDF)



Finance/Personnel Committee

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Regular Meeting

Draft Minutes

Tuesday, December 8, 2015

7:30 PM

De Pere City Hall Council Chambers

Call to Order

Mayor Michael J. Walsh called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on December 8, 2015 at De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status	Arrived
Scott Crevier	Aldersperson	Present	
Michael Donovan	Aldersperson	Present	
Larry Lueck	Aldersperson	Present	
Lisa Rafferty	Aldersperson	Present	
Michael J. Walsh	Mayor	Present	

Also present: City Administrator Lawrence Delo, City Attorney Judith Schmidt-Lehman, Police Chief Derek Beiderwieden, Fire Chief Dennis Rubin, Finance Director Joe Zegers, Chief Inspector/Assistant Assessor Dave Hongisto, Human Resources Director Shannon Metzler, Assistant Fire Chief Al Matzke, Recreation Superintendent Paula Rahn, Recreation Supervisor Jenny Hammes and members of the public.

- Approval of the minutes of the November 10, 2015 regular meeting of the Finance/Personnel Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Aldersperson
SECONDER:	Larry Lueck, Aldersperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

- Police Overtime Report for November 2015

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Aldersperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

- Fire Department Overtime and EMS Billing Report for November, 2015.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Aldersperson
SECONDER:	Scott Crevier, Aldersperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

- Consideration of contract with Accurate Appraisal for Revaluation and Contract Assessor Services.

Discussion followed motion with Lee De Groot of Accurate Appraisal responding to committee member questions.

Attachment: December 8, 2015 DRAFT Minutes (4272 : Approval of minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Scott Crevier, Alderperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

6. Consideration of 1.5% 60 Day Short-Term Note of \$147,000 with Associated Bank.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

7. Recommendation to create Seasonal Building Maintenance Assistant position.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

8. 2016 Recommendations for Seasonal Employee Wage Scale.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

9. Public comment and other announcements.

None.

10. Future agenda items.

None.

11. Fire Department's status report and presentation for ambulance billing process.

Mayor Walsh moved, seconded by Alderperson Crevier to go into closed session at 7:38 PM. Upon roll call vote, motion carried unanimously.

Mayor Walsh moved, seconded by Alderperson Crevier to reconvene in open session at 9:02 PM. Upon roll call vote, motion carried unanimously.

12. Adjournment

Upon motion by Mayor Walsh, seconded by Alderperson Crevier, the Finance/Personnel Committee unanimously adjourned at 9:03 PM.

Respectfully submitted,
Jennifer Dupont

Attachment: December 8, 2015 DRAFT Minutes (4272 : Approval of minutes)

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: January 12, 2016
DEPARTMENT: Police
FROM: Derek Beiderwieden
SUBJECT: Police Overtime Report for December 2015

The overtime report covers a six week period versus the typical four week period.

Training overtime hours for December were for Emergency Vehicle Operations training required for all sworn officers.

Miscellaneous overtime of 22 hours is comprised of patrol 1.5 fraction allotments, a background check for a new officer, and traffic (snow) related activities.

Reimbursed Miscellaneous overtime of 71.5 hours is comprised of 38.5 Drug Task Force investigation hours and 33 OWI Task Force hours.

The department has expended approximately 81% of the 2015 budgeted overtime amount.

Please let me know if you have any questions.

ATTACHMENTS:

- 2013 PD OT Report Summary (PDF)
- 2014 PD OT Report Summary (PDF)
- December 2015 PD OT Report (PDF)

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2013**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC**	TOTAL
OFFICER SICK RELIEF	102.00	75.00	69.75	106.50	178.00	26.25	90.00	25.50	77.25	53.25	22.50	65.25	891.25
OFFICER WORKED ON HOLIDAY	178.00	12.00	34.25	13.50	10.50	65.00	65.00	4.00	118.50	12.00	4.00	244.00	760.75
OFFICER FOR COURT	15.00	15.00	21.00	3.00	15.00	12.00	28.50	10.50	45.50	18.00	12.00	18.00	213.50
OFFICER TRAINING	10.00	62.50	36.00	75.75	221.00	63.25	111.50	3.00	77.50	175.25	156.75	14.75	1007.25
OFFICER RELIEF FOR FUNERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			27.75		27.75
OFFICER ATTEND MEETING	1.50	6.25	0.00	0.00	0.00	7.50	16.50	3.00	15.00	22.50	15.00	14.00	101.25
STAFFING LEVEL	166.50	57.75	157.50	118.50	210.00	186.00	400.75	375.25	215.75	136.50	106.50	195.75	2326.75
INVESTIGATION	50.25	54.00	51.75	27.75	123.50	59.75	87.00	51.75	105.25	41.75	54.25	58.00	765.00
HONOR GUARD FOR FUNERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00						0.00
SCHOOL LIAISON REIMBURSED	26.25	74.25	40.50	22.50	47.00	25.50	0.00	18.75	58.50	48.00	18.00	33.00	412.25
COMMUNITY RELATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00						0.00
SPECIAL ASSIGNMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00						0.00
SPECIAL ASSIGNMENT REIMBURSED	0.00	15.25	0.00	10.50	9.00	299.75	6.00	20.25	15.75	11.50		69.50	457.50
MISCELLANEOUS	41.25	23.00	87.00	21.75	16.00	29.25	31.75	39.75	30.75	25.50	25.25	36.75	408.00
MISCELLANEOUS REIMBURSED	156.00	98.25	113.25	117.25	183.75	168.00	68.25	67.50	55.50	94.50	72.75	105.75	1300.75
Gross OFFICER OVERTIME	746.75	493.25	611.00	517.00	1013.75	942.25	905.25	619.25	815.25	638.75	514.75	854.75	8672.00
SUBTOTAL REIMBURSED OVERTIME	(182.25)	(187.75)	(153.75)	(150.25)	(239.75)	(493.25)	(74.25)	(106.50)	(129.75)	(154.00)	(90.75)	(208.25)	(2170.50)
NET OFFICER OVERTIME	564.50	305.50	457.25	366.75	774.00	449.00	831.00	512.75	685.50	484.75	424.00	646.50	6501.50
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$130,000.00
Expenditures through 09/27/2013 \$167,529.00
Percent of Total Budget: 128.87%

NOTES:

* Period 12/22/2012 - 02/01/2013
**Period 2/2/2013 - 3/1/2013
***Period 3/2/2013 - 3/29/2013

+Period 3/30/2013 - 4/26/2013
++Period 4/27/2013 - 5/24/2013
^Period 5/25/2013 - 6/21/2013

#Period 6/22/2013 - 8/2/2013
##Period 8/3/2013 - 8/30/2013
^^Period 8/31/2013 - 9/27/2013

^^^Period 9/28/2013 - 10/25/2013
**+Period 10/26/2013 - 11/22/2013
*+*Period 11/23/2013 - 1/3/2014

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2014**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC**	TOTAL
OFFICER SICK RELIEF	35.25	82.50	83.25	53.25	62.25	52.50	63.75	54.75	62.25	159.00	39.75	51.75	800.25
OFFICER WORKED ON HOLIDAY	4.00	4.00	8.00	41.25	18.50	54.25	60.50	16.00	116.00	22.00	8.00	227.00	579.50
OFFICER FOR COURT	36.00	12.00	15.00	9.00	18.50	21.00	27.00	18.75	3.00	9.00	14.25	6.00	189.50
OFFICER TRAINING		13.00	32.25	90.50	19.75	59.75	42.25	12.50	59.00	64.75	141.50	29.50	564.75
OFFICER RELIEF FOR FUNERAL							29.25		16.50		30.00		75.75
OFFICER ATTEND MEETING	40.50		6.00	9.75	11.25			17.25		2.25	38.75		125.75
STAFFING LEVEL	27.75	16.50	35.50	51.75	142.00	221.25	341.50	199.50	208.50	211.50	255.50	319.00	2030.25
INVESTIGATION	34.75	22.25	8.25	37.50	64.75	18.75	85.25	56.00	53.25	22.75	34.25	87.75	525.50
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	24.00	49.50	21.75	34.50	24.75	32.25		18.75	48.00	79.50	22.50	27.75	383.25
COMMUNITY RELATIONS									3.00	8.25			11.25
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		15.00			34.00	255.25	6.75		36.75	9.00		55.50	412.25
MISCELLANEOUS	14.00	25.25	28.50	5.50	26.50	62.75	25.75	17.25	26.25	34.50	17.75	31.75	315.75
MISCELLANEOUS REIMBURSED	107.25	102.00	119.25	107.00	93.00	141.75	203.25	96.00	110.25	97.50	66.75	104.25	1348.25
Gross OFFICER OVERTIME	323.50	342.00	357.75	440.00	515.25	919.50	885.25	506.75	742.75	720.00	669.00	940.25	7362.00
SUBTOTAL REIMBURSED OVERTIME	(131.25)	(166.50)	(141.00)	(141.50)	(151.75)	(429.25)	(210.00)	(114.75)	(195.00)	(186.00)	(89.25)	(187.50)	(2143.75)
NET OFFICER OVERTIME	192.25	175.50	216.75	298.50	363.50	490.25	675.25	392.00	547.75	534.00	579.75	752.75	5218.25
SECRETARY OVERTIME													0.00
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$133,357.00

Expenditures through 1/02/2015 \$145,016.00

Percent of Total Budget: 108.74%

NOTES:

* Period 1/4/2014 - 1/31/2014

+Period 3/29/2014 - 4/25/2014

#Period 6/21/2014 - 08/01/2014

^^Period 9/27/2014 - 10/24/2014

Period 2/1/2014 - 2/28/2014

++Period 4/26/2014 - 5/23/2014

##Period 8/2/2014 - 8/29/2014

*+Period 10/25/2014 - 11/21/2014

Period 03/01/2014 - 03/28/2014

^Period 5/24/2014 - 6/20/2014

^^Period 8/30/2014 - 9/26/2014

*+*Period 11/22/2014 - 1/2/2015 (6 weeks)

OVERTIME BY REASON 2015

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	32.00	77.50	59.50	59.50	54.50	23.50	23.00	70.50	29.00	22.50	45.00	28.00	524.50
OFFICER WORKED ON HOLIDAY	8.00	18.00	4.00	26.00	12.00	97.50	63.00	13.00	129.25	14.00	16.00	233.25	634.00
OFFICER FOR COURT	14.00	22.00	18.50	8.00	6.00	16.00	12.00	10.00	11.00	12.00	6.00	11.50	147.00
OFFICER TRAINING	19.00	144.50	132.50	73.75	78.00	54.50	17.00	65.50	179.50	97.50	99.25	75.50	1036.50
OFFICER RELIEF FOR FUNERAL			7.50										7.50
OFFICER ATTEND MEETING	12.00		12.00	7.50	0.50	16.00	4.00	22.50		17.00	8.50	18.00	118.00
STAFFING LEVEL	45.00	47.50	49.50	67.00	103.00	105.00	112.00	102.25	98.00	59.00	105.00	119.00	1012.25
INVESTIGATION	20.25	78.00	43.25	34.50	35.00	48.00	49.00	25.00	26.00	26.00	51.50	37.00	473.50
HONOR GUARD FOR FUNERAL				22.00	8.00	2.00				3.00	12.00		47.00
SCHOOL LIAISON REIMBURSED	17.00	35.00	19.00	21.50	8.50	21.50		14.00	30.50	38.50		9.00	214.50
COMMUNITY RELATIONS	1.00		2.00							3.50			6.50
SPECIAL ASSIGNMENT									22.50	24.50			47.00
SPECIAL ASSIGNMENT REIMBURSED		10.00		10.50	26.00	178.00	6.00		10.00			38.50	279.00
MISCELLANEOUS	6.00	14.25	7.75	8.75	35.00	18.50	9.75	8.75	53.25	6.25	25.50	22.00	215.75
MISCELLANEOUS REIMBURSED	59.50	33.50	24.00	39.00	20.50	28.50	33.25	30.00	44.00	15.00	46.00	71.50	444.75
Gross OFFICER OVERTIME	233.75	480.25	379.50	378.00	387.00	609.00	329.00	361.50	633.00	338.75	414.75	663.25	5207.75
SUBTOTAL REIMBURSED OVERTIME	(76.50)	(78.50)	(43.00)	(71.00)	(55.00)	(228.00)	(39.25)	(44.00)	(84.50)	(53.50)	(46.00)	(119.00)	(938.25)
NET OFFICER OVERTIME	157.25	401.75	336.50	307.00	332.00	381.00	289.75	317.50	548.50	285.25	368.75	544.25	4269.50
SECRETARY OVERTIME													0.00
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$150,000.00

Est. Expenditures through 1/06/2016 \$122,227.00

Percent of Total Budget: 81.48%

NOTES:

* Period 1/3/2015 - 1/30/2015

+Period 3/28/2015 - 4/24/2015

#Period 7/4/2015 - 7/31/2015

^^Period 9/26/2015 - 10/23/2015

**Period 1/31/2015 - 2/27/2015

++Period 4/25/2015 - 5/22/2015

##Period 8/1/2015 - 8/28/2015

*+Period 10/24/2015 - 11/20/2015

***Period 2/28/2015 - 3/27/2015

^Period 5/23/2015 - 7/03/2015

^^Period 8/29/2015 - 9/25/2015

*+*Period 11/21/2015 - 1/1/2016

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: January 12, 2016

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Fire Department Overtime and EMS Billing Report for December, 2015.

ATTACHMENTS:

- FIRE DEC 2015 OT REPORT (PDF)

DE PERE FIRE RESCUE
OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2014

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOT
DUTY CREW	73.5	147	98.75	48	112.5	85.25	59.75	39	83	56.25	143	48	99
EMS TRAINING	70.5	83	81	53.5	35.5	3	12	18.5	12	168.25	76.5	67.5	681.
FIRE TRAINING	11	5.5	6	48.75	0	8	2.25	0	0	35.25	46	216.75	379
RESCUE CALLS	15.5	17	3.5	8.5	15.5	0	11.25	1	5.25	16	22.5	5.5	121
FIRE CALLS	0	0	0	0	0	0	5.25	0	0	39.75	19	0	64
MEETINGS	15	16.5	18	26.25	21	11.25	15	20.25	18.5	21.25	27.25	36.75	24
STAFFING REP.	0	41.25	3	0	6.75	51	288	45.75	17	40.5	219.75	108	82
MAINTENANCE	0	3.5	0	0	31	23	0	24	29.5	0	0	0	11
PUB. ED.	0	0	5.25	0	0	3	0	0	18.75	12.75	71.75	12	123
SPECIAL EVENTS	0	20	0	21	36	119.5	0	21	7.5	0	0	0	22
# FIRE RUNS	30	31	22	25	30	25	27	27	27	41	27	167	47
# of EMS RUNS	147	145	136	139	160	174	142	161	154	164	144	30	168
DISPATCH ERRORS	6	1	3	3	9	1	4	1	5	0	1	2	36
TOTAL HRS.	185.5	333.75	215.5	206	258.25	304	393.5	169.5	191.5	390	625.75	661.5	3767

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2015

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOT
DUTY CREW	120	87	165	154.25	177	112.25	110.25	62.5	242.25	57.75	36	218	1547
EMS TRAINING	63	301.5	91	89.5	59	12	4.75	4.5	78	52	85.5	75.5	916
FIRE TRAINING	0	6.75	30.75	0	16.5	147.75	57	39.75	14.5	41	35.75	12	401
RESCUE CALLS	11.5	8.5	23.25	7	14.25	11	13.75	2	7.75	9.25	3	7.5	118
FIRE CALLS	0	0	3.75	0.75	0	0	0.75	0	0	0.75	0	1	7
MEETINGS	141.5	132.75	65.5	90.5	56	56.5	147	20.75	12.5	46	52.75	33.25	85
STAFFING REP.	216	43.5	65.25	36	105.5	72.5	118.25	276	85.5	55.5	107.25	81	1260
MAINTENANCE	4.5	1	5.25	3	16.5	0	0	0	0	12	3	0	45
PUB. ED.	0	19.25	37.5	14	24.5	38.25	14.25	3.5	7	64.5	3	12	237
SPECIAL EVENTS	0	0	0	0	0	168.5	101	0	97.25	0	0	0	366
# FIRE RUNS	28	25	14	28	22	32	37	30	25	25	19	41	370
# of EMS RUNS	170	156	184	165	173	197	138	161	166	142	142	144	19
DISPATCH ERRORS	4	0	5	5	6	7	5	12	10	5	4	3	6
TOTAL HRS.	556.5	600.25	487.25	395	469.25	618.75	567	409	544.75	338.75	326.25	440.25	575

Special Events included in Overtime

Total Overtime Budget \$80,000 Expenditures through December 18, 2015 \$99,115 124%

Attachment: FIRE DEC 2015 OT REPORT (4273 : Fire Dept OT & EMS Billing Rpt for December, 2015)

Incident Type Report (Summary)
From 01/01/15 To 12/31/15
Report Printed On: 01/05/2016

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Fire, other (100)	2	0.09%	\$0.00	\$0.00	\$0.00	0.00%
Building fire (111)	15	0.64%	\$231,500.00	\$312,000.00	\$543,500.00	88.69%
Fires in structure other than in a building (112)	1	0.04%	\$2,000.00	\$10,000.00	\$12,000.00	1.96%
Cooking fire, confined to container (113)	3	0.13%	\$0.00	\$0.00	\$0.00	0.00%
Chimney or flue fire, confined to chimney or flue (114)	4	0.17%	\$0.00	\$0.00	\$0.00	0.00%
Trash or rubbish fire, contained (118)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Passenger vehicle fire (131)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Road freight or transport vehicle fire (132)	1	0.04%	\$5,000.00	\$0.00	\$5,000.00	0.82%
Natural vegetation fire, other (140)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Forest, woods or wildland fire (141)	2	0.09%	\$0.00	\$0.00	\$0.00	0.00%
Brush or brush-and-grass mixture fire (142)	2	0.09%	\$0.00	\$0.00	\$0.00	0.00%
Outside rubbish fire, other (150)	3	0.13%	\$0.00	\$200.00	\$200.00	0.03%
Outside rubbish, trash or waste fire (151)	2	0.09%	\$0.00	\$0.00	\$0.00	0.00%
Special outside fire, other (160)	2	0.09%	\$100.00	\$30.00	\$130.00	0.02%
Outside storage fire (161)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
	41	1.76%	\$238,600.00	\$322,230.00	\$560,830.00	91.52%
2 Overpressure Rupture, Explosion, Overheat(no fire)						
Overpressure rupture, explosion, overheat other (200)	2	0.09%	\$0.00	\$0.00	\$0.00	0.00%
Excessive heat, scorch burns with no ignition (251)	5	0.21%	\$300.00	\$0.00	\$300.00	0.05%
	7	0.30%	\$300.00	\$0.00	\$300.00	0.05%
3 Rescue & Emergency Medical Service Incident						
Rescue, EMS incident, other (300)	9	0.39%	\$0.00	\$0.00	\$0.00	0.00%
Medical assist, assist EMS crew (311)	3	0.13%	\$0.00	\$0.00	\$0.00	0.00%
Emergency medical service, other (320)	20	0.86%	\$0.00	\$0.00	\$0.00	0.00%
EMS call, excluding vehicle accident with injury (321)	1763	75.63%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	70	3.00%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle/pedestrian accident (MV Ped) (323)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with no injuries. (324)	11	0.47%	\$0.00	\$0.00	\$0.00	0.00%
Extrication, rescue, other (350)	1	0.04%	\$150.00	\$0.00	\$150.00	0.02%
Extrication of victim(s) from vehicle (352)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Water & ice-related rescue, other (360)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Swimming/recreational water areas rescue (361)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Watercraft rescue (365)	2	0.09%	\$0.00	\$0.00	\$0.00	0.00%
	1883	80.77%	\$150.00	\$0.00	\$150.00	0.02%
4 Hazardous Condition (No Fire)						
Hazardous condition, other (400)	5	0.21%	\$0.00	\$0.00	\$0.00	0.00%
Combustible/flammable gas/liquid condition, other (410)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Gasoline or other flammable liquid spill (411)	5	0.21%	\$0.00	\$0.00	\$0.00	0.00%
Gas leak (natural gas or LPG) (412)	7	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Oil or other combustible liquid spill (413)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Toxic condition, other (420)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide incident (424)	9	0.39%	\$0.00	\$0.00	\$0.00	0.00%
Electrical wiring/equipment problem, other (440)	3	0.13%	\$0.00	\$0.00	\$0.00	0.00%
Overheated motor (442)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Power line down (444)	12	0.51%	\$0.00	\$0.00	\$0.00	0.00%
Arcing, shorted electrical equipment (445)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Building or structure weakened or collapsed (461)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
	47	1.99%	\$0.00	\$0.00	\$0.00	0.00%
5 Service Call						
Service Call, other (500)	11	0.47%	\$1,500.00	\$10,000.00	\$11,500.00	1.88%
Person in distress, other (510)	3	0.13%	\$0.00	\$0.00	\$0.00	0.00%
Lock-out (511)	7	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Water problem, other (520)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Water or steam leak (522)	3	0.13%	\$0.00	\$40,000.00	\$40,000.00	6.53%
Smoke or odor removal (531)	9	0.39%	\$0.00	\$0.00	\$0.00	0.00%
Animal problem, other (540)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Animal rescue (542)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Public service assistance, other (550)	3	0.13%	\$0.00	\$0.00	\$0.00	0.00%
Assist police or other governmental agency (551)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Assist invalid (554)	55	2.36%	\$0.00	\$0.00	\$0.00	0.00%
Unauthorized burning (561)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
	96	4.11%	\$1,500.00	\$50,000.00	\$51,500.00	8.41%
6 Good Intent Call						
Good intent call, other (600)	7	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Dispatched and cancelled en route (611)	60	2.57%	\$0.00	\$0.00	\$0.00	0.00%
Wrong location (621)	52	2.23%	\$0.00	\$0.00	\$0.00	0.00%
No incident found on arrival at dispatch address (622)	2	0.09%	\$0.00	\$0.00	\$0.00	0.00%
Authorized controlled burning (631)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Smoke scare, odor of smoke (651)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Smoke from barbecue, tar kettle (653)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
HazMat release investigation w/no HazMat (671)	2	0.09%	\$0.00	\$0.00	\$0.00	0.00%

Attachment: FIRE DEC 2015 OT REPORT (4273 : Fire Dept OT & EMS Billing Rpt for December, 2015)

7 False Alarm & False Call	126	5.40%	\$0.00	\$0.00	\$0.00	0.00%
False alarm or false call, other (700)	19	0.82%	\$0.00	\$0.00	\$0.00	0.00%
Malicious, mischievous false call, other (710)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Municipal alarm system, malicious false alarm (711)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
System malfunction, other (730)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation due to malfunction (731)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation due to malfunction (733)	8	0.34%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system sounded due to malfunction (735)	15	0.64%	\$0.00	\$0.00	\$0.00	0.00%
CO detector activation due to malfunction (736)	26	1.12%	\$0.00	\$0.00	\$0.00	0.00%
Unintentional transmission of alarm, other (740)	7	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation, no fire - unintentional (741)	5	0.21%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation, no fire - unintentional (743)	9	0.39%	\$0.00	\$0.00	\$0.00	0.00%
Detector activation, no fire - unintentional (744)	9	0.39%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	23	0.99%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide detector activation, no CO (746)	4	0.17%	\$0.00	\$0.00	\$0.00	0.00%
9 Special Incident Type	129	5.53%	\$0.00	\$0.00	\$0.00	0.00%
Special type of incident, other (900)	2	0.09%	\$0.00	\$0.00	\$0.00	0.00%
	2	0.09%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count:	2331			Total Est. Loss:	\$612,780.00	

DE PERE FIRE RESCUE
MUTUAL AID REPORT
DECEMBER, 2015

MUTUAL AID GIVEN

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
2161	ASHWAUBENON	EMS
2246	ASHWAUBENON	EMS
2301	ASHWAUBENON	FIRE

MUTUAL AID RECEIVED

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
2165	ASHWAUBENON	EMS
2291	ASHWAUBENON	EMS

DECEMBER, 2015***OVERTIME CAUSED BY SICK LEAVE**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
11/28/15	24	36
12/02/15	5	7.5
TOTALS	29	43.5

*Overtime generated when staffing levels fall below minimum as a result of sick leave.

EMS BILLING MONTHLY BILLING FIGURES

	JAN. '15	FEB. '15	MAR. '15	APR. '15	MAY '15	JUNE '15
CHARGES	105,520	49,779	54,831	218,747	115,506	92,784
PAYMENTS	66,188	54,929	51,556	41,264	79,674	75,580
ADJUSTMENTS	40,252	20,631	26,791	72,784	45,705	39,287
WRITE OFFS	15	226	10	11,364	10,698	8,639

	JULY '15	AUG. '15	SEPT. '15	OCT. '15	NOV. '15	DEC. '15
CHARGES	102,555	126,620	101,910	89,856	98,946	
PAYMENTS	69,051	65,019	55,994	65,594	66,313	
ADJUSTMENTS	41,554	43,732	36,416	34,193	36,862	
WRITE OFFS	17,084	5,584	7,931	18,549	172	

Payments to EMS	
Jan. 2015	4,786
Feb. 2015	4,054
March 2015	3,863
April 2015	3,013
May 2015	6,411
June 2015	5,940
July 2015	5,750
Aug. 2015	4,742
Sept. 2015	4,145
Oct. 2015	5,357
Nov. 2015	5,552
Dec. 2015	
Total Paid	\$53,614

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: January 12, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Consideration of Police K-9 Retirement and Transfer of Ownership to Officer Joseph Johnson*

Police canine Elsie has reached the end of her nine year career with the De Pere Police Department. She retired on December 29, 2015. The police department K-9 procedure outlines the process for canines at retirement; specifically, if the handler wishes and is able to care for the assigned canine, the handler will submit a letter of request to the chief of police for transfer of ownership to the handler. K-9 Officer Joseph Johnson, Elsie's assigned handler, has submitted such a letter and wishes to take ownership of Elsie. Upon transfer, the responsibility of care, including food, veterinary, grooming, etc. falls to Officer Johnson.

Due to the date of the Finance and Council meetings and the date of retirement, I have granted temporary custody of Elsie to Officer Johnson pending the approval of the Finance Committee and the Council; otherwise care of Elsie would fall to the department.

I recommend approval of the transfer of ownership of canine Elsie from the City of De Pere to Joseph Johnson.

If you have any questions about this request, please contact me at your earliest convenience.

City of De Pere, Wisconsin**Request For Finance/Personnel Committee Action**

MEETING DATE: January 12, 2016

DEPARTMENT: Plan Commission

FROM: Sarah Wallace

SUBJECT: Request to investigate ownership of unassigned parcel at the former bridge approach (area near Front Street and George Street).*

ATTACHMENTS:

- 1.12.16_Finance_Memo (DOCX)
- REL survey 1989 old bridge approach (PDF)
- Bridge Abuttment WisDOT maps (PDF)

City of De Pere

Memo



To: Michael J. Walsh, Mayor
Finance/Personnel Committee

From: Sarah Wallace, Associate Planner

cc: Larry Delo, Judy Schmidt-Lehman, Kimberly Flom

Date: December 29, 2015

Re: Request to investigate ownership of unassigned parcel at the former bridge approach (area near Front Street and George Street)

Alderperson Crevier and members of the Definitely De Pere Design Committee requested staff to research and provide an estimate to research the ownership of the area off of Front Street and George Street (old Bridge Approach). Figure 1 below identifies the property with a red outline. WisDOT informed Brown County that this piece was constructed to support the draw-bridge as part of the 1932 Claude Allouez Bridge installation. Potential ownership could be the WDNR, WisDOT, the City of De Pere or a combination thereof. WisDOT and WDNR have disclaimed ownership.



Figure 1

Definitely De Pere is interesting in pursuing the development and installation of a commemorative feature on the property. Staff reached out to Robert E. Lee and Associates (REL) and Green Bay Title for a general cost estimate associated with the research needed to identify ownership of this area. The estimate that was given is from \$200 to \$2,000 with the possibility for it to be substantially

higher. The cost associate with this research is difficult to identify, as more research is needed. At this time, it is not certain that enough information may be available to make a determination.

REL did provide staff with the attached survey of the area they completed in 1989. This survey provides some information to go on to further investigate ownership issues. Additionally, WisDOT provided staff with drawings of work it performed on the unassigned "parcel" in 2006-2007 in conjunction with removal of the old Claude Allouez Bridge. That too is attached.

Aldersperson Crevier requested that this item be placed on the Finance/Personnel agenda for discussion on investigating ownership of the unassigned parcel at the former bridge approach (area near Front Street and George Street).

Since this matter has arisen after the 2016 Budget was approved, funds for this work have not been budgeted. If the Committee and Council wish to pursue investigating the ownership of this piece, funding would need to come from unassigned General Fund

Legal Description

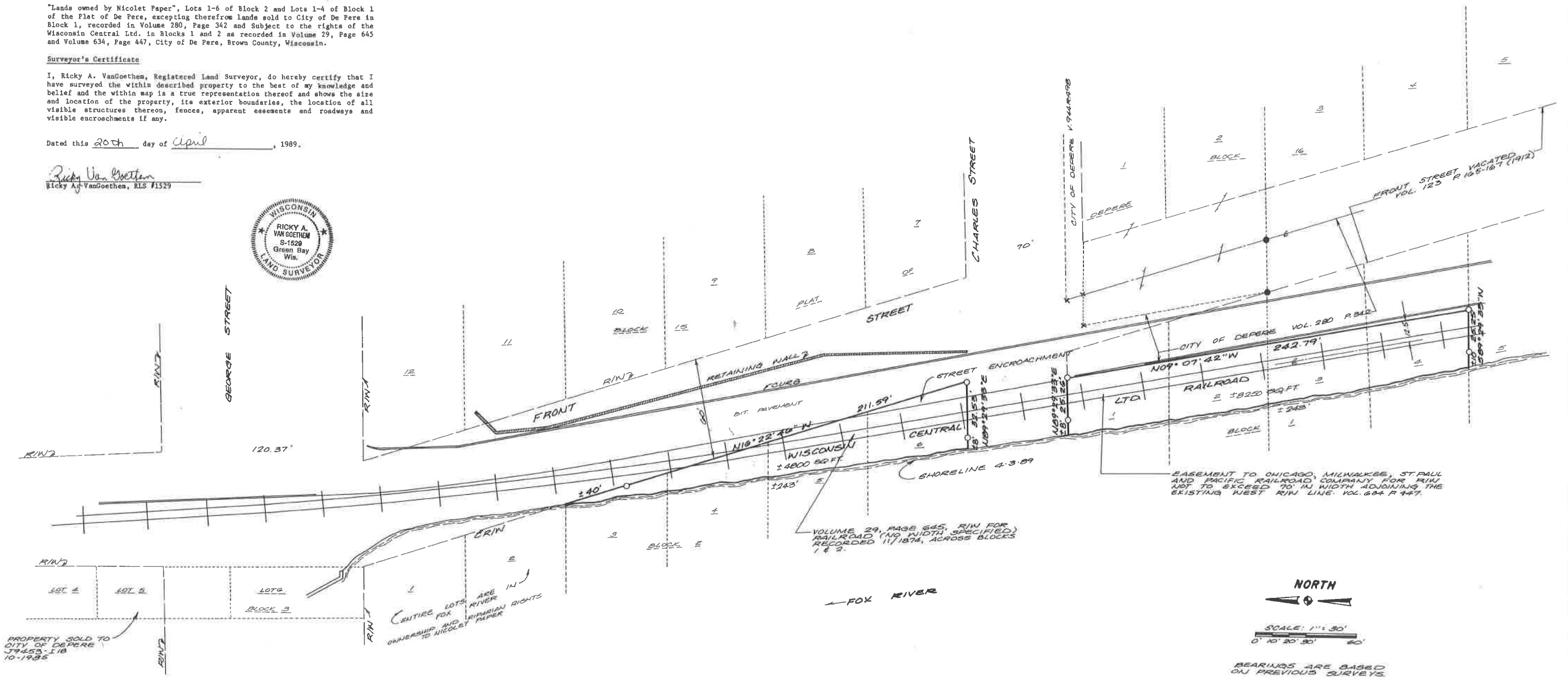
"Lands owned by Nicolet Paper", Lots 1-6 of Block 2 and Lots 1-4 of Block 1 of the Plat of De Pere, excepting therefrom lands sold to City of De Pere in Block 1, recorded in Volume 280, Page 342 and Subject to the rights of the Wisconsin Central Ltd. in Blocks 1 and 2 as recorded in Volume 29, Page 645 and Volume 634, Page 447, City of De Pere, Brown County, Wisconsin.

Surveyor's Certificate

I, Ricky A. VanGoethem, Registered Land Surveyor, do hereby certify that I have surveyed the within described property to the best of my knowledge and belief and the within map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location of all visible structures thereon, fences, apparent easements and roadways and visible encroachments if any.

Dated this 20th day of April, 1989.

Ricky VanGoethem
Ricky A. VanGoethem, RLS #1529



SCALE: 1" = 30'
0' 10' 20' 30' 40'

BEARINGS ARE BASED ON PREVIOUS SURVEYS.

- LEGEND
- SET 1" X 30" IRON PIPE MIN. WT. 41.13 LB./LIN. FT.
 - EXIST. 1" IRON PIPE
 - X EXIST. CUT CROSS

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION

PLAT OF SURVEY NICOLET PAPER COMPANY
Part of Blocks 1 & 2 of the Plat of DePere,
City of DePere, Brown County, Wisconsin

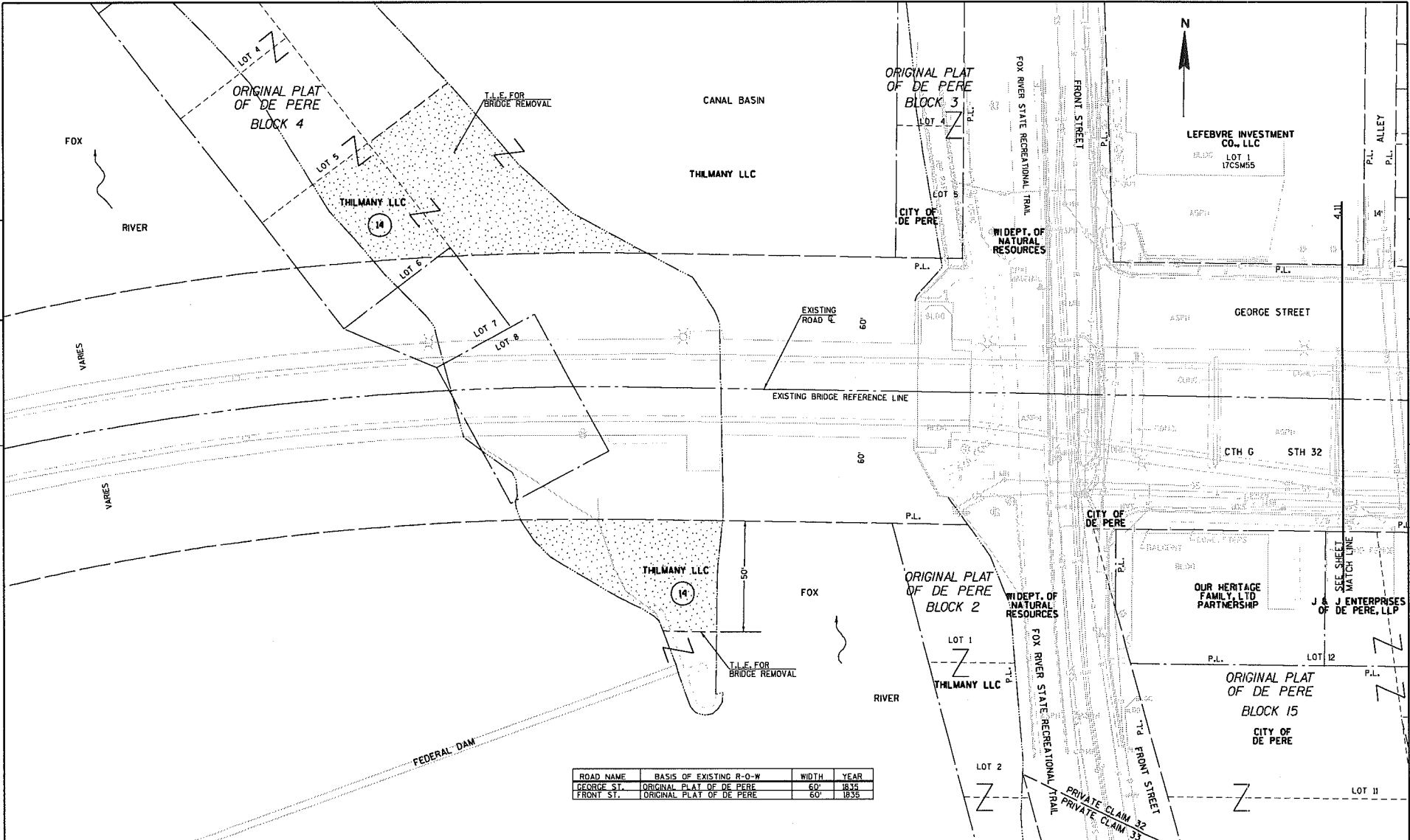
DATE 4.19.89
FILE NO.
JOB NO. 1115002

ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • LABORATORY SERVICES (414) 336-6338
Box 2100 Green Bay, WI 54306-2100

SHEET NO. 1

Attachment: REL survey 1989 old bridge approach (4242 : Orphaned Parcel)

4

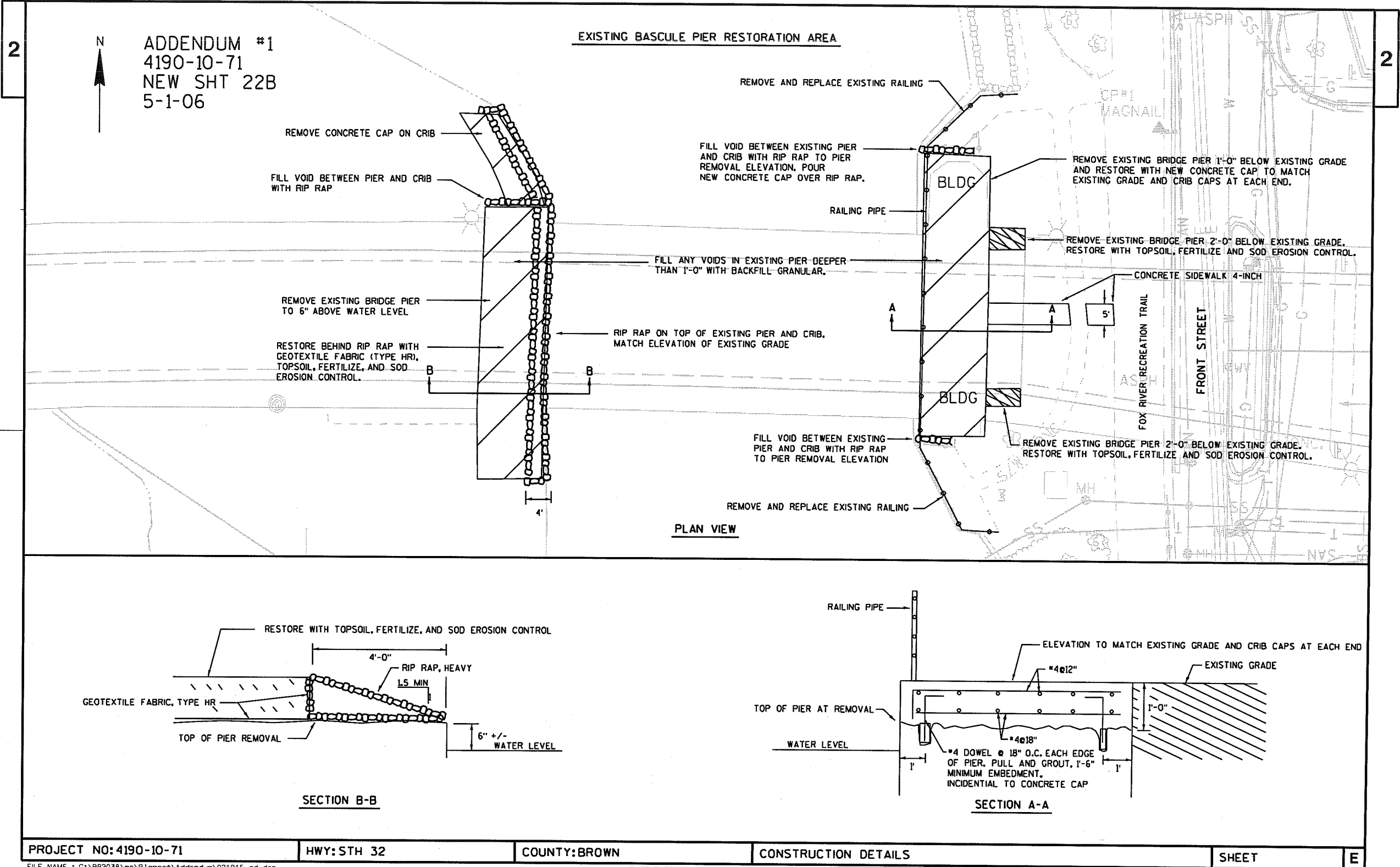


ROAD NAME	BASIS OF EXISTING R-O-W	WIDTH	YEAR
GEORGE ST.	ORIGINAL PLAT OF DE PERE	60'	1835
FRONT ST.	ORIGINAL PLAT OF DE PERE	60'	1835

REVISION DATE: 12-21-05 N.C.	DATE 11/11/05	SCALE, FEET 0 20 40	HWY: STH 32 COUNTY: BROWN	STATE R/W PROJECT NUMBER 4190-10-21 CONSTRUCTION PROJECT NUMBER 4190-10-71	PLAT SHEET NO: 4.15 PS&E SHEET 178	E
------------------------------	---------------	------------------------	------------------------------	---	---------------------------------------	---

FILE NAME : g:\992038\vis\Plonset\040117.rw.dgn PLOT DATE : 02/01/2006 PLOT BY : **...plotuser...** PLOT NAME : PLOT SCALE : **...plotscale...** WISDOT/CADDs SHEET TO

Attachment: Bridge Abutment WisDOT maps (4242 : Orphaned Parcel)



City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: January 12, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consider Revisions to Special Event Permit Ordinance *

ATTACHMENTS:

- Mayor & F-P - special event changes JSL 12-28-15-148-009-14 (DOCX)
- Special Event Ord redlined JSL 12-15 (DOCX)

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee

From: Judith Schmidt-Lehman, City Attorney

RE: Proposed Revisions to Special Event Permit Ordinance

Date: December 28, 2015

City staff has debriefed the 2015 Special Event ordinance and permitting process and we wish to present several suggested changes to the ordinance. Those changes, shown in the attached red-lined version of the current ordinance, are summarized as follows:

- The current ordinance required estimated service fees be paid in advance of the event. This did not work as planned; it was often too difficult to determine ahead of time a reasonable estimate of costs. Therefore, we are suggesting changing the ordinance to require that applicants pay 50% of the anticipated service fees before the event, with billing for the remainder after the event.
- Adjust insurance requirements to require:
 1. Low Hazard events to provide \$1million general liability coverage and indemnify the City. The one low hazard event that occurred in 2015 (Christ the king procession) carried risks similar to medium events and did provide insurance with application.
 2. Add cancellation notice of at least 30 days at suggestion of City's insurance consultant.
- Create a late application fee for IRS 501(c) organizations. Since the ordinance waives the application fee for these groups, the penalty of "double the application fee" for late applications is an ineffective deterrent. The proposed change is to have the 501(c) group pay the regular application fee for late applications.
- Clarification that the waiver of underlying permit fees for 501(c) groups does not include park rental fees unless those fees have been earlier waived by the Park Board.
- Decrease the required fire department staffing for large events to one (1) ALS ambulance (was 2) and two (2) firefighters on scene (was 4 + a supervisor)

These proposed changes will be discussed at the January 12, 2016 Finance/Personnel Committee meeting. If you have any questions in advance of the meeting, please let me know.

c: Lawrence A. Delo, City Administrator
Shana Ledvina, Clerk-Treasurer
Alderpersons Boyd, Kneiszel, Raasch and Bauer

H:\jdupont\Memos\2015\Mayor & F-P - special event changes 12-28-15-148-009-14.docx

Attachment: Mayor & F-P - special event changes JSL 12-28-15-148-009-14 (4260 : Consider Revisions to Special Event Permit Ordinance)

Proposed Redlined Changes to Special Events Ordinance

§106-6(a) De Pere Municipal Code regarding Special Events,

- (a) *Special Events.* This section applies to any public event, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, athletic event, show or other similar display which interferes with the usual flow or regulation of traffic upon the streets, sidewalks, or rights-of-way, or the usual use of parks or other public grounds.
 - (1) *Definitions.*
 - A. *Low Hazard Event.* Special events involving no physical activity by participants, no severe exposure of spectators to hazards, and no alcoholic beverages. Low hazard events shall include, but not be limited to, indoor and outdoor meetings, small theatrical performances, estate sales and auctions.
 - B. *Medium Hazard Event.* Special events involving limited physical activity by participants, no severe exposure of spectators to hazards, and crowd sizes of less than 10,000 persons. Medium hazard events shall include, but not be limited to, dances, animal shows, political rallies, flea markets, and parades with no floats.
 - C. *High Hazard Event.* Special events involving major physical activity by participants, moderate to severe exposure of spectators to hazards, and/or crowd sizes of over 10,000 persons. High hazard events shall include, but not be limited to, events with more than 20 lbs of propane, and/or liquid petroleum (LP), and/or deep fat fryers, circuses and carnivals with rides, parades with floats, marathons or similar races, vehicle races and fireworks displays.
 - D. *Person.* Any person, firm, partnership, association, corporation, company, or organization of any kind.
 - (2) *Permit Required.* No person, organization or entity shall conduct, manage, engage in, or participate in a special event unless a permit has been obtained from the City Clerk-Treasurer. The special event permit shall be in addition to any underlying permit requirement (i.e. parade permit; park use agreement).
 - (3) *Exceptions.* This section shall not apply to funeral processions or to neighborhood block parties in compliance with §22-8 of this Code. Any event sponsored by a governmental agency or entity shall be required to obtain all necessary permits required for the activity sponsored, but no permit fee shall be required.

(4) *Application.*

A. *Filing and Contents.* An application for a special event permit shall be filed with the Clerk-Treasurer not less than 60 days before the proposed date of the event on a form to be provided by the Clerk-Treasurer unless the permit request is for 1st Amendment expression purposes, in which case the application shall be filed within 7 calendar days of the event. The application shall set forth the following information:

1. The name, addresses, and contact information of the person seeking to conduct such event.
2. The name, addresses, and contact information of the event coordinator and the on-site contact.
3. The date when the event is to be conducted.
4. The hours such event will start and terminate, including set-up and take-down times.
5. The event location or route to be traveled, the starting point, and the termination point, if applicable.
6. The approximate number of persons who, and animals and vehicles which, will constitute such event; the type of animals; and description of the vehicles, if applicable.
7. A statement as to whether the event will occupy all or a portion of the width of any streets, including the names of the streets so affected.
8. Whether any alcoholic beverages and/or food will be served and/or consumed in conjunction with the event, the locations of such activities, and whether the necessary licenses have been obtained.
9. Any additional information which the Clerk-Treasurer finds reasonably necessary to a fair determination as to whether a permit should be issued.

B. *Late Applications.* The Clerk-Treasurer, where good cause is shown, may consider any application which is filed less than 60 days before the date such event is proposed to be conducted. Permit fees for processing late applications shall be doubled. Late application fees for IRC 501(c) organizations shall be the regular special event permit application fee.

C. *Fees.*

1. A non-refundable application fee to cover the administrative costs of processing the permit shall be paid to the City by the applicant when the application is filed according to the schedule of fees adopted by resolution of the common council.
2. The timely application fee and underlying permit fees other than park rental fees (unless earlier waived by the Park Board) are waived for events sponsored by charitable organizations which have IRS section 501(c) status.

Formatted: Indent: Left: 1.88", No b
numbering

~~3.—3.~~ Fees for services provided by the City for the event will be estimated by the City at the time of application. The applicant shall pay 50% of the estimated fees to the City Clerk-Treasurer at least 14 days prior to the start of the event. After the event, the City shall determine the actual service fees incurred and bill the applicant for those service fees less the deposit paid. The permit applicant shall pay such service fee bill within 30 days of receipt thereof, assessed to the permit applicant and paid prior to the start of the event. If the amount assessed prior to the event does not fully reimburse the City for the full amount of services actually rendered as determined at the conclusion of the event, the permittee shall be responsible for the difference. If the amount assessed prior to the event exceeds the amount for services provided by the City as determined at the conclusion of the event, the amount overpaid shall be returned to the permittee.

Formatted: Indent: Left: 1.25", No b
numbering

~~D.—D.~~ *Insurance and Indemnification.* No proof of insurance or indemnification is required for low hazard events. For medium and high hazard events, the applicant shall furnish a certificate of insurance in an amount of Two Million Dollars per occurrence, Two Million Dollars aggregate, naming the City of De Pere as an additional insured. Higher insurance limits may be required for high hazard events as determined necessary by the City Attorney. Proof of general liability insurance in the amounts listed below shall be provided by the applicant. All such insurance policies shall name the City of De Pere as an additional insured for purposes of the special event. All policies of insurance shall provide the City not less than 30 days' notice of policy cancellation.
Low Hazard Event: \$1million dollars per occurrence
Medium and High Hazard Events: \$2 million dollars per occurrence
Higher insurance limits may be required for particular High Hazard events as determined necessary by the City Attorney.

Formatted: Indent: Left: 0.6", Space
0 pt, After: 0 pt

- (5) *Additional City Services.* If the special event will require more than the minimal use of any City equipment or services, the applicant shall pay a fee for such services. This may include, but is not limited to, police services, fire/rescue services, barricades and the like. The fee for such equipment or services shall be as determined by resolution of the Common Council. Charitable organizations which have IRS section 501(c) status shall be charged 50% of the established fee. As a condition of the approval of any application, the applicant shall agree to pay, within 30 days of billing, the costs of any additional City services.

To ensure public safety for the event and the City, the City reserves the right to require special events to maintain minimum levels of dedicated fire/EMS services and police/security services throughout the duration of the event. Estimated minimum services will be determined prior to the event (see guidelines), but may reasonably increase or decrease as actual event conditions change to ensure public safety. Actual public safety services shall be determined in the sole discretion of the police/fire chief or their respective designee. Outside vendors may be retained

for such services; however, City approval of such vendors and services shall be obtained prior to the event.

**City of De Pere Fire Rescue Department
Emergency Fire/Medical Resource Guidelines for Special Events**

Emergency Fire/Medical Resources Matrix for Special Events is a guideline used to determine appropriate emergency medical resources for Special Events in the City of De Pere. The need for multiple or additional resources based on Special Risk Considerations will be determined by the Fire Chief or his/her designee and will be communicated to event organizer/sponsor. Costs associated with these resources are the responsibility of the event organizer/sponsor.

- Required resource. Multiple resources may be considered dependent on Special Risk Considerations.
- ✓ Recommended resource intended to ensure safety of participants.

Event Type	Anticipated Maximum Crowd Size	Knowledge of 911 Access and CPR	Basic First Aid Station(s)	First Aid Station(s) Including Nurse	ALS 12 Ambulances	Firefighting Team(s) 24 Firefighters 1 Supervisor
Any Event Requiring a Special Event Permit	Less than 4,000	●	✓			
	4,000 to 10,000	●	✓	✓	✓	✓
	10,000 to 50,000	●	●	✓	●	●
	Over 50,000	●	●	✓	●	●

Special Risk Considerations which may affect the required fire/medical resources needed include but are not limited to:

- | | |
|---|--|
| ☐ Night vs. Daytime | ☐ Location/Geography/Multiple Locations |
| ☐ Alcohol availability/use | ☐ Weather/Time of Year |
| ☐ Length of Event | ☐ Problems encountered with Event in past |
| ☐ Type of Event | ☐ Fireworks/Pyrotechnics |
| ☐ Audience Demographics | ☐ General Admission/Reserved Seating |

* Special Events organizers can utilize private providers in lieu of City services. If a private provider is used, a medical plan must be submitted to and authorized by the Fire Department at the time of application.

**City of De Pere Police Department
Public Safety and Security Resource Guidelines for Special Events**

Security Matrix for Special Events is a guideline used to determine appropriate resources for Special Events in the City of De Pere. The need for multiple or additional resources based on Special Risk Considerations will be determined by the Police Chief or his/her designee and will be communicated to event organizer/sponsor. Costs associated with these resources are the responsibility of the event organizer/sponsor.

- Required resource. Multiple resources may be considered dependent on Special Risk Considerations.
- ✓ Recommended resource intended to ensure safety of participants.

Event Type	Anticipated Maximum Crowd Size	4-9 Officers Plus 0-1 Supervisors	9-14 Officers Plus 1-2 Supervisors	14-21 Officers Plus 2-3 Supervisors	21-30 Officers Plus 3-6 Supervisors
Any Event Requiring a Special Event Permit	Less than 4,000	●	✓		
	4,000 to 10,000	N/A	●	✓	
	10,000 to 50,000	N/A	N/A	●	✓
	Over 50,000	N/A	N/A	N/A	●

Special Risk Considerations which may affect the required police resources needed include but are not limited to:

- | | |
|---|--|
| ☐ Night vs. Daytime | ☐ Location/Geography/Multiple Locations |
| ☐ Alcohol availability/use | ☐ Weather/Time of Year |
| ☐ Length of Event | ☐ Problems encountered with Event in past |
| ☐ Type of Event | ☐ Fireworks/Pyrotechnics |
| ☐ Audience Demographics | ☐ General Admission/Reserved Seating |

- (6) *Standards for Issuance.* The Clerk-Treasurer shall issue the permit when, from a consideration of the application, consultation with other City departments as necessary, and from such other information as may otherwise be obtained, it appears that:
- A. The applicant has complied with all of the application requirements of subsection (4).
 - B. The conduct of the event will not substantially interrupt the safe and orderly movement of other traffic in the vicinity of its location.
 - C. The conduct of the event will not require the diversion of so great a number of police officers as to prevent normal police protection to the City.
 - D. The concentration of persons, animals, and vehicles at the event will not unduly interfere with proper fire and police protection of or ambulance service to areas in the vicinity of the event.
 - E. The conduct of the event will not unduly interfere with the operation of hospitals, schools, or other public institutions.
 - F. The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route.
 - G. The special event will not conflict or interfere with another special event for which a permit has already been granted.
 - H. There are a sufficient number of parking spaces within a reasonable distance to accommodate the number of vehicles expected.
 - I. Adequate sanitation or other necessary health facilities will be available at the event.
 - J. The conduct of the event is not reasonably likely to cause injury to persons or property.
 - K. The applicant has no history of non-compliance with any City or State regulation pertaining to the activities covered by this section.
- (7) *Action upon Application.* The Clerk-Treasurer shall provide written notice of the issuance or denial of the permit within 30 days of receipt of an application, unless the permit request is for 1st Amendment expression purposes within a public forum, in which case the written notification shall be provided within three (3) days of application. If the application is denied, the notice shall state the reasons for the denial.
- (8) *Appeal Procedure.* Any person aggrieved may appeal the denial of a special event permit as provided in §106-2(g) of this Code.
- (9) *Notice to City and Other Officials.* Immediately upon the issuance of a special event permit, the Clerk-Treasurer shall send a copy thereof to the Mayor, Common Council members, and city departments involved in the permitting process.
- (10) *Duties of Permittee.* A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: January 12, 2016

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Consider Request to Purchase a Fire Department Command Vehicle.*

ATTACHMENTS:

- FIRE DEPT REQUEST COMMAND VEHICLE (PDF)

Memo



To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Dennis L. Rubin, Fire Chief *Defulbin*

Date: January 12, 2016

Re: Consider Request to Purchase Fire Department Command Vehicle

The Fire Rescue Department would like to respectfully request permission to purchase a new command response vehicle. The Department needs this unit to replace the 2001 (15-year-old) Crown Victoria Ford sedan. The 2001 model has 76,109 miles reflected on its odometer. Further, there is no engine hour meter on this sedan, but the common held belief is that the engine idling time is at least twice the length of engine operating hours that the vehicle has been driven. This vehicle is currently in need of significant repairs to maintain it as a safe and reliable emergency response vehicle for the Department that our citizens and visitors can depend on to arrive to deliver emergency services. So, in the final analysis, this vehicle is ready to be retired from the fire fleet as soon as possible. The Department requested and was granted \$35,000 for the replacement of this vehicle. The referenced funds are listed in the City of De Pere 2016 Annual Adopted Budget, in the Capital Improvements section; Line Item 100-52200-810.

The replacement vehicle that the Fire Rescue Department is requesting approval to purchase is a **2016 Fleet Ford Utility Police Interceptor AWD 4dr K8A**. This is a fuel efficient, highly reliable emergency response vehicle that is currently being used by the De Pere Police Department and many other local police departments across America. The Ford Interceptor model vehicle that we are requesting to procure has been successfully adopted and used by many fire departments as a mobile incident command post vehicle. One additional and long overdue major upgrade will be the conversion from a single rear wheel drive system to an all-wheel drive vehicle during severe weather operations. The all-wheel drive upgrade will ensure reasonable response time arrival, as well as greatly enhance employee safety during high hazard times.

If approved by the De Pere City Council for purchase, the exact breakdown of the associated costs of this capital purchase are as follows:

Attachment: FIRE DEPT REQUEST COMMAND VEHICLE (4274 : Consider Request to Purchase Fire Dept Command Vehicle*)

Price quote provided by Bergstrom Automobile Sales – Jerry Iverson, Sales rep.

\$34,465.00	Manufacturer's Suggested Retail Price
- 6,289.00	Fleet Discount
5,279.00	Emergency response equipment (i.e., warning lights & sirens)
-1,200.00	2001 Ford Crown Victory Trade-In
70.50	Wisconsin New Vehicle License & Registration
<u>1,000.00</u>	Motorola 800 Radio & Antenna installation
\$33,325.50	Final cost – on the road

The purchase price of this vehicle is under the budgeted amount; bringing this project in under the established line item amount by \$1,674.50. This vehicle will save additional taxpayer dollars in cost per mile operating efficiency. This new internal combustion engine will release few carbon pollutants into the atmosphere, thereby being a more responsible community steward and protecting our environment.

Finally, once this vehicle is approved by the City Council for purchase, the delivery cycle time is projected at 120 days (four months). The emergency equipment transfer and installation from the retired vehicle will take two (2) additional weeks of time to complete. This project will come in under budget and within a reasonable timeframe, once the procurement order is received by the Fire Department.

Thank you for your consideration of this request. We respectfully urge the Finance and Personnel Committee to approve this request and forward it for final approval by the City of De Pere Common Council.

H:\Memos\Request to Personnel Finance - Command Vehicle.docx

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: January 12, 2016

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Consider Accepting a Federal Emergency Management Grant from the Assistance to Fire Fighters Program for Breathing Apparatus Replacements.*

ATTACHMENTS:

- FIRE DEPT GRANT APP REQUEST (PDF)

Memo



To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Dennis L. Rubin, Fire Chief *DL Rubin*

Date: January 12, 2016

Re: Consider Accepting a Federal Emergency Management Grant from the Assistance to Fire Fighters Program for Breathing Apparatus Replacements

In February of 2004, De Pere Fire Rescue placed 38 complete self-contained breathing apparatus units, 3 rapid intervention team emergency escape packs and 24 spare cylinders, into service for the use by and protection of the City's fire fighters. These Scott Safety self-contained breathing apparatus units are used by fire fighters to enter environments that represent a wide range of respiratory system inhalation hazards. Self-contained breathing apparatus is the most important and valuable component of a fire fighter's safety equipment. Being the most vital link that allows a fire fighter to perform his/her job, the need to have updated and well maintained equipment is a must, as well as it is spelled out in law.

With timing always being of the essence, the City of De Pere has a wonderful opportunity to take advantage of the Federal Emergency Management Agency's grant from the Assistance to Fire Fighters Program for breathing apparatus system replacement. Several Brown County Fire Departments are collectively applying for a "regional" grant to replace the worn out SCBA equipment and to ensure that the replacement devices are compatible to allow for interoperability for emergency events involving more than one area fire department (i.e., Smitty's Junk Yard fire that occurred this summer). The "lead agency" preparing this grant request is Bellevue Fire Department. Our other partner that's part of this regional request is Ledgeview Fire Department. Using the strength of all three agencies, De Pere will qualify for the matching formula of 90% federally funded with only 10% locally funded.

The life span for the forty-five minute self-contained breathing apparatus that De Pere purchased is 15 years of service life before replacement. The devices that we are currently are using are at the 12 year mark. By the time this federal grant is processed and approved, at least one more year will have passed. That will leave about two years of service life left to procure the devices, revise our procedures and train our members (career and paid on call) in their use. The timeline does fit well within the needs of the Department.

Attachment: FIRE DEPT GRANT APP REQUEST (4275 : Consider Accepting Fed Emergency Grant for Breathing Apparatus Replacements*)

The grant request for De Pere Fire Rescue will be for 30 complete air packs with EZ-Scape IV; 30 spare cylinders; 50 face pieces and 4 rapid intervention escape air packs. The estimated total cost for this equipment is \$236,000. The payment break down is 90% grant contribution by the Federal

Government and 10% match by the City of De Pere. The Federal grant value will be \$212,400, with the cost to the City being approximately \$23,600. If the City Council approves this request to proceed with this grant, the timeline will blend into next year's budget preparation cycle. The plan will be to request the matching funds of \$23,600 during the next budget City preparation cycle. In essence, this grant will save the City of De Pere taxpayers approximately \$212,400. The need to have updated self-contained breathing apparatus is a mandated requirement.

Thank you for your consideration. I respectfully request your support to move this item (allowing the Fire Department to make application for a federal grant) forward to the City Council for final action and acceptance. If you have any questions, please do not hesitate to ask.

H:\Memos\Request to Personnel Finance - AFG Grant.docx

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: January 12, 2016

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Fire Department's EMS Billing Survey Report.

ATTACHMENTS:

- Green Bay's Contract (PDF)
- Green Bay's RFP (PDF)
- Madison Contract (PDF)
- Madison RFP (PDF)
- Wausau Contract (PDF)
- Wausau RFP (PDF)
- Wausau RFP Contract Addendum1 (PDF)
- Fond du Lac Contract (PDF)
- Eau Claire Contract (PDF)
- Eau Claire RFP (PDF)
- Eau Claire Addendum 1 (PDF)
- Eau Claire Addendum 2 (PDF)
- Eau Claire Addendum 3 (PDF)
- Germantown RFP (PDF)
- EMS Report to Finance Final (DOCX)

**AGREEMENT BETWEEN
CITY OF GREEN BAY, WI
AND
ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX
CORPORATION
FOR AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of October, 2015 (the "Effective Date") by and between **City of Green Bay, Wisconsin**, a Wisconsin municipal corporation, with principal offices located at 100 N. Jefferson Street, Room 101, Green Bay, WI 54301-5026 ("Client") and **Advanced Data Processing, Inc.**, a subsidiary of Intermedix Corporation, a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308 ("Intermedix").

RECITALS

WHEREAS, Client provides emergency and non-emergency medical services, including ambulance transport ("EMS"), for residents and visitors in its jurisdiction, and charges for such services; and

WHEREAS, Intermedix provides billing, collection and related consulting services and equipment for municipalities and other providers of EMS; and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which Intermedix will render the Services as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT

- 1. ENGAGEMENT OF INTERMEDIX.** During the Term of this Agreement, except for accounts referred to a collection agency as provided herein, Intermedix shall be exclusively responsible for the billing and collection of all charges and fees resulting from the delivery of EMS by Client, including but not limited to all charges and fees to private insurers, Medicare, Medicaid, other governmental programs, individual patients and their responsible parties (collectively, "Payors").
- 2. SCOPE OF SERVICES.** Intermedix shall perform and carry out Services as specifically described in Exhibit A (the "Scope of Services"; collectively the Scope of Services and the Billing Service (as defined in Section 3.01) are the "Services"), which is attached hereto and incorporated herein by this reference. Client reserves the right to request changes in the Scope of Services within Intermedix's capabilities, which changes shall be implemented upon mutual written agreement of the parties specifying such changes and any change in compensation attributable thereto.

3. ACCESS TO BILLING SYSTEM.

3.01 Right to Use. During the Term of this Agreement, Intermedix grants to Client, access to Intermedix billing system solely to view Client's accounts, run various reports, and access to all data associated with the billing and collection process which is wholly owned by Client ("Billing Service"). During the Term of this Agreement, Intermedix will not in any way transfer to any third party or use in direct or indirect competition with Client any information or data posted by or for the benefit of Client on Intermedix's website and acknowledges that all such information is confidential ("Confidential Information"). Intermedix further acknowledges that its handling of information on behalf of Client is or may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. Intermedix agrees to comply with all of such laws, rules and regulations and restrictions, as is commercially reasonably possible, at its sole cost and expense. This Access to Billing System Section and all obligations contained therein will survive any termination or expiration of this Agreement.

3.02 User Restrictions. Client shall not, and shall not permit others to, without the express written consent of Intermedix: (i) use, receive, reproduce, copy, market, sell, distribute, license, sublicense, lease, timeshare, or rent the Billing Service, any other Service or any component thereof; (ii) modify, alter, translate or prepare derivative works based on the Billing Service or Documentation is permitted; (iii) disassemble, decompile, decrypt or reverse engineer the Billing Service or in any way attempt to discover or reproduce source code for the Billing Service, or any portion thereof; or (iv) develop or license any third party programs, applications, tools or other products which interface or interact with the Billing Service. Client agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the Billing Service, any other Service or the Documentation.

3.03 Internet Access. Client shall be responsible for providing its own Internet access necessary to provide the Billing Service, and in no event shall Client be provided with direct access (by modem or otherwise) to the Billing Service server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, Intermedix makes no guarantee that any given user will be able to access the Billing Services at any given time. There are no assurances that access will be available at all times and uninterrupted, and Intermedix shall not be liable to Client for its inability to access the Billing Service.

3.04 Reporting. Operational and financial data reports for Client will be available on the Billing Services when the Billing Service is available. The format and content of the data will be established and defined by Intermedix and such reports may be added, modified or deleted without notice to Client. Notwithstanding the foregoing, Client may request that specific, custom reports be made available to it at an additional charge to be negotiated between Intermedix and Client.

3.05 Acknowledgement with Respect to Reports. With respect to each report generated for Client as part of the Billing Service, Client acknowledges and agrees: (i) such report represents a "snapshot" of a moment in time, and as such, the snapshot may not be accurate with respect to financial results on the whole; (ii) the underlying data may be subject to

correction from time-to-time, which may change the results of the report or its interpretation; and (iii) the data represented in the report constitutes only a limited portion of all data available regarding Client's business. Accordingly, any particular report may not accurately represent the Client's then-current or future financial condition.

3.06 Intellectual Property. Client agrees that the equipment, computer hardware and software, billing and collection processing, Services, Billing Service and other related systems and equipment are the property and trade secrets of Intermedix, and that Client will not release any information regarding such Confidential Information (as such term is defined in Section 11.01) and/or trade secrets of Intermedix to any third party without the prior written consent of Intermedix. Client further agrees that, in connection with the use of certain data entry devices, Client may gain access to the intellectual property of third parties. Client understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. Client agrees to enter into such arrangements at Intermedix's request.

3.07 Audit Rights. From time to time and upon reasonable prior written notice, Intermedix may audit Client's use of the Services to help ensure that Client is in compliance with the terms and conditions of this Agreement, including, but not limited to, any payment terms. Any such audit will be conducted during regular business hours at the applicable facilities of Client. Client will identify and cooperate with Intermedix (or its representatives) to provide Intermedix (or its representatives) with reasonable access to all relevant equipment, personnel and records.

4. CLIENT RESPONSIBILITY.

4.01 Generally. Client is responsible for all activity occurring under its User accounts and shall abide by all applicable laws and regulations in connection with its use of the Billing Service. Client will immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix and use best efforts to cease any further of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of Intermedix related to the Services that is known or suspected by Client or its Users; (iii) any use of false identity information to gain access to or use the Billing Service or (iv) any loss or theft of a hardware device on which a User has access to the Billing Service (each of subsections (i) through (iv) a "Security Breach Event"). To the extent that any Security Breach Event involves Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), Client shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services ("HHS"), and prominent media outlets) (the "HIPAA Notifications") triggered by the Security Breach Event. "Protected Health Information" means Individually Identifiable Health Information (defined at 45 C.F.R. § 164.501), transmitted or maintained in any form or medium, concerning individuals for whom the Client has performed EMS.

4.02 Rights Following Notification. Upon Intermedix's receipt of notification given by the Client of a Security Breach Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the Billing Service until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Billing Services, (ii) any other intellectual property rights of Intermedix or its affiliates or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that a Security Breach Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix or any of its affiliates unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable).

4.03 Security. Client acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on User's computers. Client is responsible for requiring its Users to use a password to access the Billing Services in compliance with the Billing Security Characteristics. The "Billing Security Characteristics" means a password to access the Billing Services, which must be at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number. Intermedix shall use commercially reasonable efforts to maintain the security of the Billing Services, but shall not be responsible for the Client's loss or dissemination of passwords or other breaches beyond Intermedix's reasonable control.

5. COMPENSATION AND METHOD OF PAYMENT.

5.01 Fees. Intermedix shall be paid by Client a monthly amount representing fees for the Services provided by Intermedix hereunder, computed as follows:

- (a) Four and thirty-four hundredths percent (4.34%) of all monies collected by Intermedix for EMS provided by Client less refunds ("Net Collections"), plus
- (b) all amounts set forth in any Exhibit attached hereto.

5.02 Intermedix shall submit the monthly invoices for fees for the Services to City of Green Bay 100 N. Jefferson St. Green Bay, WI 54301 ATTN: Dawn Foeller, Finance Director. Client shall pay the amount invoiced within thirty (30) days of receipt of such invoice. In the event Client disputes any part of the invoiced amounts, such dispute shall be raised in writing to Intermedix within such thirty (30) day period or the invoice shall conclusively be deemed to be accurate and correct. Intermedix shall respond to any such notice of dispute within thirty (30) days of receipt thereof. Any overdue amounts which are not the subject of a good faith notice of dispute shall accrue interest at the rate of twelve percent (12%) per annum.

5.03 Bank Accounts. Client agrees that it will be solely responsible for the cost and maintenance of any and all of Client's bank accounts, lock-box and/or remote deposit services. Client, should it elect to participate in any credit card acceptance program, agrees to assume and be responsible for all costs associated with such program which shall be assessed and collected on a monthly basis.

5.04 Taxes. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding and other taxes and duties. Client shall promptly pay, and indemnify Intermedix against, all taxes and duties assessed in connection with any such amounts, this Agreement and its performance by any authority within or outside of the U.S., except for taxes payable on Intermedix's net income.

6. COLLECTION EFFORTS.

6.01 Alternative Collection Arrangements. Intermedix will have the right, on Client's behalf, in its sole and complete discretion, to enter into an alternative collection arrangement with respect to any patient encounter performed by the Client if: (i) the total payments for uninsured patients are for at least eighty percent (80%) of the amount of the bill; (ii) an insurance company offers at least seventy percent (70%) of the total amount billed with a stipulation that the insured not be billed for the balance; or (iii) Intermedix is able to make arrangements for the payment of patient account that provide a substantially similar economic benefit to Client, as mutually agreed to by the parties..

6.02 Scope of Collection Efforts. If reasonable efforts have been made to collect a patient account of Client and such efforts have not been successful, Intermedix shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein "reasonable efforts" shall be defined to mean at least but not limited to one hundred twenty (120) days of active collection efforts in the ordinary course of business. In addition, Intermedix may terminate or suspend collection efforts in the event that Client has supplied Intermedix with materially incomplete or inaccurate billing and/or patient information. Absent contrary instructions from Client with respect to any patient encounter, the accounts that Intermedix has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort.

6.03 Administrative Fee/Third Party Collection Costs. Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts. Client will be directly liable for all fees of third party collection agency.

6.04 Excluded Persons. If any refunds of patient accounts of Client are required to be refunded to or offset by any government and commercial payor as a result of Client's violation of its obligations set forth in Exhibit A (Scope of Services), Section B.9. (an "Excluded Person Refund"), Intermedix shall not be required to refund to Client any commissions or fees earned or previously paid to Intermedix as a result of its collection of such Excluded Person Refund or otherwise include such Excluded Person Refunds in its calculation of Net Collections as set forth herein.

7. **SYSTEM SUPPORT.** Support and training of Client's Users will be provided subject to and in accordance with the terms of the Scope of Services.

8. **INDEPENDENT CONTRACTORS.** Intermedix is an independent contractor of Client and not an employee or agent of Client; provided, however, to the extent necessary to fulfill its billing and collection efforts under this Agreement, Intermedix is authorized to sign *in an administrative capacity* for Client the following types of standard forms and correspondence only; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of Client; and insurance filings and related forms. Intermedix has no authority to sign any document that imposes any additional liability on Client. Intermedix shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of the Services. Intermedix shall be fully responsible for all matters relating to payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Each party shall be responsible for its own acts and those of its agents and employees during the Term of this Agreement.

9. **INSURANCE.** It is hereby agreed and understood that the insurance required of Intermedix by the Client is primary coverage and that any insurance or self-insurance maintained by the Client, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to the performance work under this Agreement, and remain in force until the expiration or the termination of this Agreement.

1. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

2. BUSINESS AUTOMOBILE COVERAGE

- A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
 \$100,000 Each Accident
 \$500,000 Disease Policy Limit
 \$100,000 Disease - Each Employee

4. ADDITIONAL PROVISIONS

* **Additional Insured** – On the General Liability Coverage and the Automobile Coverage, Green Bay Metro Fire Department and the City of Green Bay, and its officers, council members, agents, employees, and authorized volunteers shall be "Additional Insureds."

* **Endorsement** - The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

* **Waiver of Workers Compensation Subrogation** -The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

* **Certificates of Insurance** - A copy of the Certificate of Insurance must be on file with the Risk Management.

* **Notice** - City of Green Bay requires written notice of cancellation.

* **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

10. INDEMNIFICATION. Intermedix hereby agrees to indemnify, defend and hold harmless the Client, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether

active or passive, of Intermedix or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the Client, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Client, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Client, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Intermedix shall reimburse the Client, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Intermedix employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Intermedix's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the Client, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

11. CONFIDENTIALITY AND HIPAA BUSINESS ASSOCIATE OBLIGATIONS.

11.01 Confidential Information. Each party (the "Discloser") may disclose to the other party (the "Recipient") certain non-public information relating to the Discloser's business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure ("Confidential Information"). Confidential Information of each party shall also include the terms of this Agreement, but not the existence and general nature of this Agreement. Confidential Information will not include any information: (i) lawfully obtained or created by the Recipient independently of, and without use of, Discloser's Confidential Information and without breach of any obligation of confidence or violation of HIPAA or the HITECH Act; or (ii) that is in or enters the public domain without breach of any obligation of confidence. Client shall be responsible for any breach by any of its Users, employees or agents of any of the confidentiality obligations set forth herein.

11.02 Use and Disclosure. Except as expressly permitted by this Agreement or the BA Agreement (as applicable) and subject to applicable law, the Recipient will:

(a) not disclose Discloser's Confidential Information except: (i) to the employees or contractors of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient's obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 11.02; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify the Discloser of such obligation;

(b) use the Discloser's Confidential Information only for the purpose of performing Recipient's obligations under this Agreement;

(c) use all reasonable care in handling and securing the Discloser's Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and

(d) use and disclose Confidential Information that contains Protected Health Information in accordance with the terms of the Business Associate Agreement attached hereto as Exhibit B (the "BA Agreement"), if applicable.

11.03 Return of Confidential Information. Subject to Intermedix's internal data retention policies and applicable law, the Recipient will return to the Discloser, and destroy or erase all of the Disclosure Confidential Information in tangible form, upon the expiration or termination of this Agreement, and the Recipient will promptly certify in writing to the Discloser that it has done so.

11.04 HIPAA Business Associate Exhibit/Changes In HIPAA. Each party agrees to the obligations set forth in the BA Agreement attached hereto as Exhibit B (the "BA Agreement"). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to Intermedix's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then Intermedix and Client shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a "Revised BA Agreement"), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect.

11.05 Right to Injunctive Relief. The parties expressly acknowledge and agree that the breach, or threatened breach, by a party of any provision of this Section 11 may cause the other party to be irreparably harmed and that the harmed party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach, or threatened breach, the harmed party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to either party at law or in equity.

12. NON-SOLICITATION. For the Term of this Agreement and for one (1) year after its termination, Client or Intermedix shall not employ or hire any employee or former employees - who, pursuant to this Agreement, has had any contact with employees or representatives of either party or has worked on Client's accounts, without the prior written consent of Client and Intermedix.

13. ATTACHMENTS. The following named attachments are made an integral part of this Agreement:

- (a) Scope of Services (Exhibit A attached hereto and made a part hereof);
- (b) Business Associate Agreement (Exhibit B attached hereto and made a part hereof);

14. TERM AND TERMINATION.

14.01 Term. This Agreement shall be effective for an initial five-(5) year period, commencing on the Operative Date, with said Operative Date to be determined by mutual agreement of the parties through a duly executed amendment to this Agreement, unless terminated as provided in Section 14.02 below (the "Initial Term"). Following the expiration of the Initial Term, subject to the payment of all fees due hereunder, this Agreement may be renewed on an annual basis and upon the written mutual agreement of the parties for additional one (1) year periods ("Renewal Terms"; collectively, the Initial Term together with any Renewal Terms are the "Term"), unless either party provides the other party with written notice of termination of this Agreement as provided in Section 14.02 below. All terms and conditions hereof shall remain in full force and effect during the Term unless this Agreement is amended in a writing executed by each Party hereto.

14.02 Events Triggering Termination. This Agreement shall be subject to termination under the following conditions.

(a) Termination without Cause. Following the period one (1) year from the Effective Date of this Agreement, either Client or Intermedix may terminate this Agreement without cause upon six (6) months prior written notice to the other party.

(b) Termination with Cause. If Intermedix materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

(c) If Client materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

(d) Termination Due to Bankruptcy. If Client or Intermedix: (i) apply for or consent to the appointment of a petition in bankruptcy; (ii) make a general assignment for the benefit of creditors; (iii) file a petition or answer seeking reorganization or arrangement with creditors; or (iv) take advantage of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either party bankrupt or approving a petition seeking reorganization of either party or appointment of a receiver, trustee or liquidator of either party or all or a substantial part of its assets (subsections (i) through (iv), each a "Bankruptcy Event"), this Agreement shall terminate

automatically and immediately upon written notice from the other party to the party who has incurred a Bankruptcy Event.

14.03 Rights Upon Termination. If this Agreement is terminated for any reason, including, without limitation, the breach of this Agreement by any party, both parties shall be entitled to recover when due and payable hereunder, all amounts owed to such party hereunder accrued but unpaid as of the date of termination. Following termination of this Agreement, for a period of ninety (90) days (the "Transition Period"), Intermedix, at its sole discretion and upon written notice to Client of its election to do so, may continue its billing and collection efforts as to those accounts referred to Intermedix prior to the effective date of termination, subject to the terms and conditions of this Agreement, for the fee set forth in Section 5 above. At the end of the Transition Period, Intermedix shall return all records to Client in a commercially standard format on a commercially standard media as determined by Intermedix and acceptable to the Client; provided, however, that Intermedix may keep any copies of records in accordance with applicable law. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve either party that has breached this Agreement from liability for damages resulting from such breach and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof.

15. FORCE MAJEURE. Except for Client's obligation to pay, when due, the fees and compensation owed to Intermedix pursuant to the terms and conditions of this Agreement, neither Client nor Intermedix shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to a Force Majeure Event (as defined below), the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Force Majeure Event" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party and includes, but is not limited to fire, flood, earthquakes, storms, lightning, natural disaster, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the Client is located, exclusive of its rules governing choice of law and conflict of laws.

17. GENERAL WARRANTIES AND DISCLAIMERS.

17.01 Corporate Authority. Each party warrants that it is a duly organized and validly existing corporation and has complete and unrestricted corporate power and authority to enter into this Agreement.

17.02 Disclaimer. THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

18. EXPORT LAWS. Client shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which Client receives access to the Services.

19. ASSIGNMENT OF AGREEMENT. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the express written consent of the other party, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, Intermedix may, upon notice to Client, assign this Agreement to any affiliate or any entity resulting from the sale, combination or transfer of all or substantially all of the assets or capital stock, or from any other corporate form of reorganization by or of Intermedix. Intermedix may subcontract any of its obligations under this Agreement, and may perform those obligations through personnel employed by or under contract with Intermedix.

20. NOTICES. Any notice directed to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be deemed given if sent by: (i) facsimile, when complete transmission to the recipient is confirmed by the sender's facsimile machine; (ii) postage prepaid registered or certified U.S. Post mail, then five (5) working days after sending; or (iii) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth below, or to such other address as may be designated by that party by notice to the other party in accordance with this Section:

To Client: City of Green Bay
501 S. Washington Street
Green Bay, WI 54301-5025
Attn: David Litton, Fire Chief

A copy to: City of Green Bay
100 N. Jefferson Street, Room 101
Green Bay, WI 54301-5025
Attn: Rick Jensen, Purchasing Manager

To Intermedix: Intermedix Corporation
6451 North Federal Highway, Suite 1000
Fort Lauderdale, Florida 33308
Attn: Brad Williams, VP & CAO

21. SEVERABILITY. If all or a part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and

enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

22. ENTIRE AGREEMENT. This Agreement, including exhibits, attachments and written terms incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Pre-printed terms and conditions on or attached to any Client purchase orders or other business forms shall be of no force or effect, even if Intermedix acknowledges or accepts them.

23. AMENDMENT/WAIVER. This Agreement may be modified, or any rights under it waived, only by a written document executed by both parties. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

24. CONSTRUCTION OF AGREEMENT. This Agreement has been negotiated by the parties and its provisions will not be presumptively construed for or against the other party. The headings and Section titles in this Agreement are for convenience only, and will not affect the construction or interpretation of this Agreement.

25. NO THIRD PARTY BENEFICIARIES. Except as expressly provided in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

26. COUNTERPARTS. The parties may execute this Agreement in one or more counterparts, each of which shall be an original, and which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

**ADVANCED DATA PROCESSING, INC.,
A SUBSIDIARY OF INTERMEDIX
CORPORATION, a DELAWARE
CORPORATION**

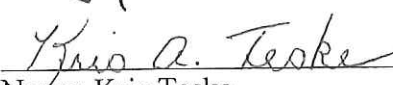
CITY OF GREEN BAY, WISCONSIN

By: 

Name: Michael Wallace
Title: CFO

By: 

Name: James J. Schmitt
Title: Mayor

By: 

Name: Kris Teske
Title: Clerk

Exhibit A
Scope of Services

Base Services and Obligations:

- A. Intermedix shall provide revenue cycle management services for Client as described below. Intermedix shall, during the Term:
1. Prepare and submit initial claims and bills for Client promptly upon receipt thereof, and prepare and submit secondary claims and bills promptly after identification of the need to submit a secondary claim.
 2. Assist Client in identifying necessary documentation in order to process and bill the accounts.
 3. Direct payments to a lockbox or bank account designated by Client, to which Client alone will have signature authority.
 4. Pursue appeals of denials, partial denials and rejections when deemed appropriate by Intermedix.
 5. Respond to and follow up with Payors and respond to messages or inquiries from a Payor.
 6. Provide appropriate storage and data back-up for records pertaining to Client's bills and collections hereunder, accessible to Client at reasonable times.
 7. Maintain records of services performed and financial transactions.
 8. Meet, as needed, with representatives of Client to discuss results, problems and recommendations.
 9. Provide any Client-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.
 10. Intermedix will support Client in filing and maintaining required documentation and agreements with commonly-used Payors (e.g. Medicare, Medicaid, Campus, etc.). The Provider will maintain responsibility for enrollment, required documentation, and agreements with Out of State Payors, such as Out of State Medicaid programs, and other payors not commonly billed
 11. Provide reasonably necessary training periodically, as requested by Client, to Client's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.

12. Utilize up-to-date knowledge and information with regard to coding requirements and standards, to comply with applicable federal, state and local regulations.
13. Provide a designated liaison for Client, patient and other Payor concerns.
14. Provide a toll free telephone number for patients and other Payors to be answered as designated by Client.
15. Facilitate proper security of confidential information and proper shredding of disposed materials containing such information.
16. Establish arrangements with hospitals to obtain/verify patient insurance and contact information.
17. Respond to any Client, Payor or patient inquiry or questions promptly.
18. Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments and refunds.
19. Provide reasonable access to Client for requested information in order for Client to perform appropriate and periodic audits. Reasonable notice will be given to Intermedix for any planned audit and will be conducted during normal business hours of Intermedix, all at the Client's expense.
20. Provide timely reports facilitating required aspects of monitoring, evaluating, auditing and managing the Services provided.
21. Process refund requests and provide Client with documentation substantiating each refund requested.
22. Assign billing to patient account numbers providing cross-reference to Client's assigned transport numbers.
23. Maintain responsibility for obtaining missing or incomplete insurance information.
24. Provide accurate coding of medical claims based on information provided by Client.
25. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.
26. Retain accounts for a minimum of one-hundred fifty (150) days (unless otherwise specified by mutual agreement) and after one-hundred fifty (150) days turn over accounts for

which no collection has been made (unless insurance payment is pending) to an agency designated by Client.

27. Permit real-time read only electronic look-up access by Client to Intermedix's Billing Service to obtain patient data and billing information.

28. Maintain records in an electronic format that is readily accessible by Client personnel and that meets federal and state requirements for maintaining patient medical records.

29. Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human

B. *Client's Responsibilities and Obligations:*

1. From each person who receives EMS from Client ("Patient"), Client shall use its best efforts to obtain and forward the following information ("Patient Information") to Intermedix:

- (i) the Patient's full name and date of birth;
- (ii) the mailing address (including zip code) and telephone number of the Patient or other party responsible for payment ("Guarantor");
- (iii) the Patient's social security number;
- (iv) the name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and identification numbers;
- (v) the auto insurance carrier address and/or agent's name and phone number if an automobile is involved;
- (vi) the employer's name, address and Workers Compensation Insurance information if the incident is work related;
- (vii) the Patient's Medicare or Medicaid HIC numbers if applicable;
- (viii) the Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements;
- (ix) the call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P;
- (x) odometer readings or actual loaded miles flown such that loaded miles may be calculated;

(xi) physician certification statements (PCS) for non-emergency transports that are to be billed to Medicare pursuant to CMS regulations; and

(xii) any other information that Intermedix may reasonably require to bill the Patient or other Payor.

2. Client represents and warrants that all information provided to Intermedix shall be accurate and complete. Intermedix shall have no obligation to verify the accuracy of such information, and Client shall be solely responsible for such accuracy. Client agrees to indemnify and hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, including reasonable attorneys' fees, resulting from (a) any inaccurate or misleading information provided to Intermedix that results in the actual or alleged submission of a false or fraudulent claim or (b) any other actual or alleged violation of local, state or federal laws., including but not limited laws applicable to Medicare, Medicaid or any other public or private Payor or enforcement agency.

3. Client will provide Intermedix with necessary documents required by third parties to allow for the electronic filing of claims by Intermedix on Client's behalf.

4. Client will provide Intermedix with its approved billing policies and procedures, including dispatch protocols, fee schedules and collection protocols. Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts.

5. Client will timely process refunds identified by Intermedix for account overpayments and provide to Intermedix confirmation, including copies of checks and other materials sent.

6. Client will provide a lock box or bank account address to Intermedix and will instruct the lock box or bank custodian agency to forward all documents to Intermedix for processing.

7. Client will provide Intermedix with daily bank balance reporting capabilities via the bank's designated web site.

8. Client will cooperate with Intermedix in all matters to ensure proper compliance with laws and regulations.

9. Client represents and warrants that all of its employees, personnel and independent contractors involved in the delivery of EMS or otherwise performing services for Client: (i) hold the licensure or certification required to perform such services, (ii) have not been convicted of a criminal offense related to health care or been listed as debarred, excluded or otherwise ineligible for participation in a Federal health care program and (iii) are not excluded persons listed on any of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.

10. Client agrees that it will forward to Intermedix copies of checks, or other payment documentation requested by Intermedix relating to the subject matter of this Agreement, within 10 days of the date of receipt of those payments.

11. Client agrees to notify Intermedix in the event that their Electronic Patient Care Reporting (ePCR) vendor performs any system upgrades. Notification may be made in writing to support@Intermedix.com.

Exhibit B Business Associate Agreement

This Business Associate Agreement (“BA Agreement”) supplements and is made part of the Underlying Agreement (as defined below).

This BA Agreement is entered into between **City of Green Bay, Wisconsin** (“Covered Entity”) and **Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware Corporation** (“Business Associate”), effective as of the Effective Date of the Underlying Agreement.

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, a separate agreement, entitled Agreement for Ambulance Billing and Related Professional Services, as of the Effective Date, or other documented arrangement (the “Underlying Agreement”), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and/or use Protected Health Information (“PHI”) that is confidential under state and federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 (“HIPAA Regulations”); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the “Secretary”) (the “HITECH Act”); and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled “Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules”; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this BA Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this BA Agreement, the parties agree as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable, unless otherwise defined herein.

2. Obligations of Business Associate.

a. Permitted Uses and Disclosures. Business Associate shall only Use or Disclose PHI for the purposes of (i) performing Business Associate's obligations under the Underlying Agreement and as permitted by this BA Agreement; or (ii) as permitted or Required By Law; or (iii) as otherwise permitted by this BA Agreement. Business Associate shall not Use or further Disclose PHI other than as permitted or required by this BA Agreement or as Required By Law. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate; and (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506(c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that with respect to any such Disclosure either: (i) the Disclosure is Required By Law; or (ii) for permitted Disclosures when Required By Law, Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required By Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

b. Creation and Use of De-Identified Data. Business Associate may de-identify any and all PHI, provided that any process or mechanism used to de-identify the data meets the requirements of 45 C.F.R 164.514(a)-(b). Business Associate may use or disclose (and permit others to use or disclose) such de-identified data on a perpetual unrestricted basis, but in no case shall Business Associate attempt to run or develop any keys, codes or algorithms that may be used to re-identify the data.

c. Appropriate Safeguards. Business Associate shall implement administrative, physical and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity; and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this BA Agreement.

d. Compliance with Security Provisions. Business Associate shall: (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA.

e. Compliance with Privacy Provisions. Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA.

To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

f. Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable and mandated by law, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BA Agreement.

g. Encryption. To facilitate Business Associate's compliance with this BA Agreement and to assure adequate data security, Covered Entity agrees that all PHI provided or transmitted to Business Associate pursuant to the Underlying Agreement shall be provided or transmitted in a manner which renders such PHI unusable, unreadable or indecipherable to unauthorized persons, through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act. Covered Entity acknowledges that failure to do so could contribute to or permit a Breach requiring patient notification under the HITECH Act and further agrees that Business Associate shall have no liability for any Breach caused by such failure.

3. Reporting.

a. Security Incidents and/or Unauthorized Use or Disclosure. Business Associate shall report to Covered Entity a successful Security Incident or any Use and/or Disclosure of PHI other than as provided for by this BA Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure (but not later than ten (10) days thereafter), in accordance with the notice provisions set forth herein. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity; and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Covered Entity shall comply with the requirements of Section 3.b below. The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents as defined herein. "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

b. Breach of Unsecured PHI. The provisions of this Section 3.b are effective with respect to the Discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, Use or Disclosure of Covered Entity's PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). If Business Associate Discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within thirty (30) days of the date Business Associate Discovers such Breach. Business Associate shall be deemed to have discovered a

Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR § 164.410(c). Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach.

4. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this BA Agreement.

5. Rights of Individuals.

a. Access to PHI. Within ten (10) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. Subject to Section 5.b below, (i) in the event that any Individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate shall directly respond to such request in compliance with 45 CFR § 164.524; and (ii) in the event such request appears to be for a purpose other than a routine billing inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

b. Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an Individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such Individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the Individual so chooses, transmit such copy directly to an entity or person designated by the Individual. Business Associate may charge a fee to the Individual for providing a copy of such information, but such fee may not exceed Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an Individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

c. Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

d. Accounting Rights. This Section 5.d is subject to Section 5.e below. Business Associate shall make available to Covered Entity, in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 CFR § 164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such accounting must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs Covered Entity and Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this BA Agreement and shall continue as long as Business Associate maintains PHI.

e. Accounting of Disclosures of Electronic Health Records. The provisions of this Section 5.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an Individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting Individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting Individual in the time and manner specified by the HITECH Act.

f. Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the Individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity shall also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6. Remuneration and Marketing.

a. Remuneration for PHI. This Section 6.a shall be effective with respect to exchanges of PHI occurring six (6) months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.

b. Limitations on Use of PHI for Marketing Purposes. Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (1) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501, and (2) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from time to time. Covered Entity agrees to assist Business Associate in determining if the foregoing requirements are met with respect to any such marketing communication.

7. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

8. Minimum Necessary. To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

9. State Privacy Laws. Business Associate shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA or the HITECH Act.

10. Termination.

a. Breach by Business Associate. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this BA Agreement, then Covered Entity shall promptly notify Business Associate. With respect to such breach or violation, Business Associate shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Business Associate, Covered Entity may terminate its relationship with Business Associate.

b. Breach by Covered Entity. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's

obligations under this BA Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Covered Entity shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, Business Associate may terminate its relationship with Covered Entity.

c. Effect of Termination. Upon termination of this BA Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate shall continue to extend the protections of this BA Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized persons as specified in the HITECH Act.

11. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this BA Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or confidentiality of PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this BA Agreement incorporating any such changes.

12. No Third Party Beneficiaries. Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Effect on Underlying Agreement. In the event of any conflict between this BA Agreement and the Underlying Agreement, the terms of this BA Agreement shall control.

14. Survival. The provisions of this BA Agreement shall survive the termination or expiration of the Underlying Agreement.

15. Interpretation. This BA Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this BA Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

16. Governing Law. This BA Agreement shall be construed in accordance with the laws of the State of Wisconsin.

17. Notices. All notices required or permitted under this BA Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time

to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery:

If to Covered Entity: City of Green Bay, WI
501 S. Washington Street
Green Bay, WI 54301-5026
Attn: David Litton, Fire Chief
Telephone no: 920-448-3280
Facsimile no: _____
Email Address: davidli@greenbaywi.gov

If to Business Associate: Intermedix Corporation
6451 N. Federal Highway, Suite 1000
Ft. Lauderdale, FL 33308
Attn: Chief Compliance Officer
Telephone no: 954-308-8700
Facsimile no: 954-308-8725

**CITY OF GREEN BAY, WISCONSIN
GREEN BAY METRO FIRE DEPARTMENT
REQUEST FOR PROPOSAL (RFP) # 2538
Ambulance Billing Services**



Request for Proposal (RFP) Schedule of Events CC: 94610, 94812, 99037	
May 18, 2015	RFP issued to Vendors
May 27, 2015	Questions from Vendors due (written only)
May 29, 2015	Addendum issued (if required)
June 10, 2015 2:00 PM – Sealed	DUE DATE FOR RFP (by 2:00PM CDT, opened in Room 101)
July 22, 2015	Projected award notification date.
Method and deadline of submittal	SEALED envelope only, by mail delivery or in person. No fax or email. Submit six (6) complete sets of documents and one (1) digital copy. Sealed bid openings are at 2:00 pm (CDT). Any bid received after the time specified cannot be considered.
Submit Proposals to	Rick Jensen, Purchasing Manager City of Green Bay, Purchasing Department 100 N. Jefferson St., Room 101, Green Bay, WI 54301-5026
E-mail, Phone, Fax Info	Rick Jensen rickje@greenbaywi.gov 920-448-3048 Purchasing Department E-mail: purchasingag@greenbaywi.gov Fax: 920-448-3050

Although every effort will be made to follow this schedule, the City reserves the right to modify the dates as necessary and to accommodate special circumstances. All RFP's are due by the time specified. Any RFP received at the designated location after the required time and date specified for receipt shall be considered late and non responsive. All times listed are in CDT, unless otherwise noted.

GENERAL CONTRACTUAL INFORMATION AND INSTRUCTIONS TO BIDDERS

The City of Green Bay (City) is requesting your consideration to participate in our Request for Proposal (RFP). This section lists basic information and instructions. All Vendors are expected to read this section thoroughly to ensure full understanding of the conditions under which responses should be made. Thank you for the time and effort you put forth in responding. We sincerely look forward to hearing from your company.

The City of Green Bay Metro Fire Department (hereafter "City") is requesting sealed proposals from qualified vendors to furnish Ambulance Billing and Payment Collection Services as described herein.

DISABLED ACCESS: City Hall is available through either of the two entrances on the Jefferson Street (west) side of the building.

SEALED PROPOSALS: Documentation must be received at the office of the Purchasing Agent on or before the due date noted above between the hours of 8am and 4:30pm, Monday – Friday. Proposals shall be in your envelope clearly marked with the Vendor's name and return address and indicate "**SEALED PROPOSAL #2538**". Facsimile or e-mail submitted proposals will not be accepted. Responses received after the deadline cannot be considered and will be returned unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Vendor.

QUESTIONS: Vendors are asked to examine this RFP upon receipt. If necessary, Vendors should make a written request for interpretation or correction of any ambiguity, inconsistency, or error discovered. All questions or clarifications shall only be directed in writing via mail, fax or e-mail to the Purchasing Department, no later than the Questions Due date on page 1 of this RFP. Questions received after this date may not receive a response. Any contact or attempt to contact any other employee of the City regarding this RFP may result in the immediate disqualification of the Vendor. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

ADDENDA: Questions will be responded to in the form of written addenda to all Vendors. It shall be the responsibility of each Vendor, prior to submitting their proposal, to determine if addenda were issued. Addenda will be issued on Onvia/DemandStar to registered vendors who will be notified electronically. All addenda issued shall become a part of the contract documents and shall be acknowledged and dated by the Vendor on the bottom of the Proposal Signature Page.

NON-RESTRICTIVE SPECIFICATIONS AND VENDOR ALTERNATES: Specifications are intended to define the general level of quality and performance of this purchase and not to restrict competition. Vendors may offer one or more alternates with lesser or greater features, however the City reserves the right to make its selection based on the best interest of the City. Vendors offering alternates shall submit, with their proposal, an itemized comparison with this specification, documenting equivalence for quality, performance, etc. ALL SUCH ITEMIZED LISTS SHALL BE PRESENTED IN THE EXACT SAME ORDER AS THE CITY'S SPECIFICATIONS AND SHALL REFERENCE THE CITY'S ITEM NUMBER. Failure to identify exceptions or deviations in this manner may be a basis to declare the proposal as non-responsive. If in your opinion, any of the specifications, terms, or conditions of this RFP prevents you from offering a proposal, consideration will be given to a Vendor's request for change.

PROPOSAL OPENING: Proposals will be publicly opened and read on the proposal due date in the Purchasing Office, Room 101, City Hall, 100 N. Jefferson St., Green Bay, WI. At this opening, only the names of proposers will be announced.

AWARD NOTICE: After an award is made, a proposal tabulation summary will be available through Onvia/DemandStar. Proposal results will not be given over the telephone.

APPEALS PROCESS: Protest of this award or recommendation of award shall be made in writing and received in the purchasing office within 72 hours after the posting of intent to award and evaluation tabulation. Tabulations for interested parties are posted on the Onvia/Demandstar service.

A written protest must contain a specific legal basis for appeal, precise statements of the relevant facts, an identification of the issue to be resolved, and authorities in support of the protest. Appeals not containing the necessary information or not filed on a timely basis shall be rejected. Appeals shall be addressed to the Purchasing Agent.

TERMINATION OF CONTRACT: The City may terminate the resulting contract at any time by a notice in writing from the City Purchasing Agent to the Vendor. If the City terminates the contract with the Vendor, the Vendor shall be entitled to receive payment for work completed up to the date of notice.

REFERENCES: Vendors are to include a list of ten (10) municipalities or customers to be used as references. These references should be current customers utilizing services similar to those requested. The City may make such investigation as is necessary to determine the ability of the Vendor to fulfill service requirements.

COMPLETE INFORMATION: Vendors shall submit all specifications or requirements included within the provisions of the Contract prior to the proposal opening. Failure to enclose all necessary attachments by the time the proposals are opened may disqualify the Vendor from being awarded the contract.

SUBSTANCE ABUSE PREVENTION: The owner recognizes and supports drug-free workplace programs as an important element in the national strategy to reduce the devastating effects of drug and alcohol abuse in our society. The owner urges contractors, subcontractors, suppliers, and vendors to establish and enforce drug-free workplace policies and programs.

CITY OF GREEN BAY CITIZEN AND LEGAL IMMIGRANT PROTECTION ACT: The City of Green Bay expects that those who wish to contract with the City adhere to all State and Federal laws, including those proscribing employment of unauthorized aliens. In no way does the City intend or condone discriminatory practices or profiling but rather simply adherence to the law. No City contract shall be issued to unauthorized aliens or companies who employ unauthorized aliens. See sec. 6.025, Green Bay Municipal Code, and 8 USC sec. 1324a.

MISCELLANEOUS CONDITIONS

- **RIGHT TO ACCEPT/REJECT:** The City reserves the right to accept or reject any or all proposals or to waive any technicality, and accept any proposal deemed to be in the best interests of the City.
- **RIGHT TO AWARD ALL OR A PORTION:** The City reserves the right to award all or a portion of this request to one or more Vendors on a line item basis. Vendor to indicate any additional discount allowed for award of entire order.
- **FINANCIAL COMMITMENTS:** All financial commitments by the City are subject to the availability of funds approved by the Green Bay Common Council.
- **INCURRING COSTS AND RESERVE RIGHT TO CANCEL:** The City will not be responsible for any expenses incurred by any vendor in the development of a response to this RFP, including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to the City and/or its representatives. Further, the City shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the City Council has formally accepted a recommendation.
- **RIGHT TO CANCEL:** The City reserves the right to cancel this agreement and any resulting agreement at any time with 30 days written notice.

- **FIRM PRICING:** Offered prices shall remain firm for a minimum of 90 days after the due date of this solicitation to allow evaluation and award determination, unless indicated otherwise. Once awarded, prices shall remain firm for the duration of the contract. Prices MUST also be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.
- **STATUTORY INFORMATION:** Any purchase agreement resulting from this RFP shall be construed in accordance with the laws of the State of Wisconsin. Any litigation between the parties arising out of, or in connection with the contract shall be initiated either in the court system of the State of Wisconsin or the United States District Court for the Eastern District of Wisconsin.
All project participants, consultants, engineers, and vendors, must comply with all applicable Federal, State and local laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted proposals are revocable if contrary to law.
It shall be understood any proposal and any/all referencing information submitted in response to this RFP shall become the property of the City and will not be returned. The City will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.
- **NONDISCRIMINATION:** In connection with the performance of work under this agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.
- **ASSIGNMENT OR SUBCONTRACT:** Neither party shall assign any right or interest, nor delegate or subcontract any obligation owed without the written consent of the other.
- **INDEPENDENT CONTRACTOR STATUS:** The Contractor agrees it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.
- **NON-COMPLIANCE:** Submission of a proposal constitutes confirmation your firm is not presently on any lists maintained by the Wisconsin Department of Administration, or any other State or the Federal Government, for non-compliance with any requirements, including equal opportunity and/or affirmative action.
- **PATENT INFRINGEMENT:** The seller shall indemnify and hold harmless the City of Green Bay and all persons acting for or on their behalf from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the agencies may elect, replace such material, equipment or apparatus with non-infringing material, equipment, or apparatus, or remove the material, equipment, or apparatus, and refund the sums paid therefore.

<end of this section>

**CITY OF GREEN BAY
RFP #2538 – AMBULANCE BILLING SERVICES
GREEN BAY METRO FIRE DEPARTMENT**

The City of Green Bay Metro Fire Department (City) is requesting sealed proposals from qualified vendors to furnish Ambulance Billing and Payment Collection Services as described herein.

DEFINITIONS

For the purpose of this proposal agreement, the following terms shall have the meaning hereinafter stated unless another meaning is clear from the context or usage.

- “City”, it shall be understood to refer to, City of Green Bay and/or its authorized representative.
- “Vendor”, it shall be understood to refer to, a firm submitting a proposal in response to this Request For Proposal (RFP).
- “Contractor” it shall be understood to refer to the Vendor awarded the contract.
- “Provide”, it shall mean to furnish and install.

VENDOR’S RESPONSIBILITY: Responsibility refers to the Vendor's potential ability to perform successfully under the terms of the proposed contract. The following are minimums of standards a responsible Vendor should meet:

- 1) For a minimum of FIVE (5) years, has in operation with personnel and equipment adequate to assure compliance with the requirements stated in this proposal;
- 2) Be able to comply with the requirements of the City’s work, taking into consideration all existing business commitments;
- 3) Favorable references from firms with projects of similar scope and indicate the Vendor has the ability to carry out the services specified:
 - Completed contracts in accordance with the Contract Documents
 - Diligently pursued execution of the work and completed contracts according to the established time schedule unless extensions were granted by the owner
 - Fulfilled Guarantee requirements of the Contract Documents
 - Is not presently on an ineligible list maintained by the Wisconsin Department of Administration for noncompliance with equal employment opportunities and affirmative action requirements or for projects involving federal funds, not presently included on the "List of Parties Excluded From Federal Procurement and Non-Procurement Contracts" identifying federally debarred contractors
- 4) Have a satisfactory record of integrity and business ethics;
- 5) Be otherwise qualified, licensed, and eligible to receive the contract award under applicable laws and regulations.

VENDOR’S PERFORMANCE CAPABILITY: Prospective Vendor's performance capability will be evaluated. This may include:

- 1) An evaluation of data on hand;
- 2) An evaluation of the data from other agencies, including references;
- 3) An optional on-site inspection of facilities;
- 4) Any combination of above.

PAYMENT: Payment of the vendor's invoices is subject to adjustment for any shortage, or for the rejection of any item or items. Payment will be made within 30 days of receipt of invoice. The City prefers to pay via P-Card (Master Card). Bidders shall indicate their acceptance of P-Card payment on the pricing and signature page. The City will not accept any up-charges applied to P-Card payments.

ESTIMATED QUANTITIES: The City does not guarantee the quantities estimated will be accurate for the upcoming contract period. However, the estimates are as accurate as we are able to determine. Actual quantities, whether lesser or greater than estimated, will not affect the prices as offered and accepted for the term of the contracts.

CONTACT WITH THE CITY OF GREEN BAY: This Request for Proposal (RFP) is issued by the City of Green Bay (City) Purchasing Division, which is the sole point of contact for the City during the selection process. During participation in this proposal, Vendors must arrange all contacts with the City through the individual listed. Contact with the City must be for the sole purpose of clarifying issues related directly to this proposal. Contacts not arranged through the individual listed are deemed to be unacceptable. The person responsible for managing this procurement process is Rick Jensen.

Submit RFP's to:	Rick Jensen, Purchasing Manager
Address	100 N. Jefferson St., Room 101, Green Bay, WI 54301-5026
Phone	Purchasing 920-448-3047 FAX: 920-448-3050 Direct Line 920-448-3048
Email	rickje@greenbaywi.gov

<end of this section>

**CITY OF GREEN BAY
RFP #2538 – AMBULANCE BILLING SERVICES
SCOPE OF SERVICES**

GENERAL

The City of Green Bay (City) is soliciting proposals from qualified vendors to provide billing and collection services for ambulance emergency medical services (EMS). This includes complete management of the billing process from patient transport to delinquent account. The City is seeking a billing provider that offers a full line of services and one which demonstrates a commitment to expertise and knowledge of medical billing practices and expanding its lines of services as new technology and industry trends emerge.

BACKGROUND

Today's Green Bay Metro Fire Department is comprised of 196 uniformed men and women operating from 8 stations. In December of 2012, the City of Green Bay signed a contract with the Village of Allouez to provide fire and emergency medical services for Allouez residents. From 2 Battalions these members respond with 7 engine companies, 3 ladder companies, 5 paramedic ambulances, and various other specialized equipment to assist the public in their time of need. The GBMFD is a highly trained, professional department that provides a great service to the citizens of Green Bay and the Village of Allouez and all those that visit.

Today the GBMFD operates 5 full time paramedic ambulances responding to over 7,000 medical calls a year. The Fire Department is responsible for all medical patient care aspects of EMS and is responsible for providing the available billing information. The paramedics obtain as much billing information as possible from the patient and from hospital information. The Fire Department uses ImageTrend, Inc. Rescue Bridge Software for electronic patient care reporting. Using mobile computers, EMS personnel enter patient information including demographics, medical findings and treatment and billing information.

HISTORICAL EMS BILLING SUMMARY

For municipal accounting purposes, billings for the City of Green Bay and Village of Allouez must be segregated. The following is the two year history of ambulance calls and billings since the contract between our two communities was approved.

Entity	Trips		Gross Billings	
	2013	2014	2013	2014
Green Bay	6,438	6,258	\$4,461,685	\$4,378,553
Allouez	749	635	\$ 435,719	\$ 425,507
Total	7,187	6,893	\$4,897,404	\$4,804,060

FEE STRUCTURE

The City expects to pay an all inclusive rate for the performance of billing and collection services. The successful bidder's fee for services will be a flat rate calculated on actual collections received and shall cover all costs including but not limited to telephone and postage expenses, office supplies, and any other overhead expenses or administrative support services.

The fee for services shall be submitted on the Pricing and Signature page of this RFP (page #18). Fees shall remain fixed throughout the term of the contract.

CONTRACT PERIOD

The contract period shall be five years, with five 1-year renewal options thereafter, by mutual agreement.

VENDOR ELIGIBILITY REQUIREMENTS

Proposers must meet the following minimum requirements:

- Be certified/licensed to provide the types of services specified and proposed and shall submit copies of all applicable certifications or licenses;
- Have been in operation a minimum of 5 years providing the types of services specified, with personnel, software, and equipment adequate to assure compliance with the requirements stated in this proposal;
- Be knowledgeable and compliant with HIPAA regulations;
- Have experience filing claims with governmental programs including Medicare and Medicaid;
- Have experience filing claims with private insurance carriers, as well as HMOs and PPOs;
- Have a billing system fully capable of receiving data files electronically from the City's Image Trend Inc. Rescue Bridge software;
- Provide evidence of system disaster safeguards and a data recovery plan;
- Provide proof of required insurance coverage as specified in this RFP (See Attachment D).

SCOPE OF SERVICES

The scope of services requested by the City in conjunction with this RFP is to provide emergency medical services (EMS) billing, account collections, patient phone support, financial reporting and analytical services. This includes complete management of the billing process from patient transport to preparation of delinquent accounts for collection.

The Contractor shall provide all necessary software and equipment needed to meet the service requirements of this RFP. The Service Provider shall also provide a system that will ensure secure as well as complete and uninterrupted flow of service. This includes adequate back-up systems and a data recovery plan/system should a business continuity issue or disaster occur.

The Service Provider must also agree to retain all records and documents related to the services provided under this agreement for a period of seven (7) years after the date of record disclosure, the agreement expires, or is terminated. These records or documents shall be made available to the City after the expiration or termination of this agreement, upon written request by the City.

The City is open to new ideas for enhancing revenue collection and reducing costs. Proposals for value-added services should be addressed in your Response.

At the beginning of the term of service, the Service Provider will be expected to meet with City staff on a scheduled basis to review billing issues, receivables performance and any other issues that have been encountered. Upon agreement of both Parties, these meetings may become less frequent, but will be held at a minimum of once per year. Meetings may be via conference call.

The successful bidder shall provide the following services:

- Facilitate billing from reports generated by emergency services personnel, which include electronic run reports, ancillary documents, hospital face sheet from the receiving hospitals;
- Interact with the receiving medical facility to obtain additional data to complete the billing process;
- Receive, process, and store all documents on a secure server, with appropriate backup;
- Mail an invoice to each individual transported, at the rates established by the City of Green Bay and Village of Allouez for EMS transportation and services within 10 days of receiving the data;
- File all insurance claim forms for all patients based upon information received from the patient or obtained from Contractor's research done at referring and/or receiving health care facilities to obtain payment;
- File electronic claims with all Commercial Insurance Carriers that accept electronic claims;
- Transmit/receive Medicare and Medicaid claims and payments electronically via the required national format, or any future standard Medicare or Medicaid may require;
- Resubmit any claim denials for medically necessary transports properly and within the time frame provided and with additional information provided to show validity of the claim for maximum benefit;
- Receive, process, and apply all payments to the respective patient's account;
- Maintain an office that operates, at a minimum, during normal business hours of 8:00 am to 5:00 pm Monday through Friday, excluding holidays, and have a toll free number for billing inquiries (extended customer service hours are preferred);
- Follow-up on electronically submitted and mailed claims for which payment has not been received at thirty (30), sixty (60), and ninety (90) days following initial submittal. Follow-up efforts and results must be documented and available to the City for review;
- Record customer payments and refunds in a timely manner. Payments deposited to the lockbox bank account must be recorded on the customer's account within two (2) days of posting by the bank;
- Provide the City with necessary refund requests including all pertinent information relating to refund payments to patients and/or insurance companies, indicating the refund payee's name, address and reason for refund;
- Refunds (checks drawn) will be sent for approval and signature by the City Finance Director or designee;
- When a billed account has become past due (an account older than the date of transport plus one hundred twenty days (120), that has a balance larger than zero), provide the City Finance Department with a listing of these past due accounts including all pertinent facts regarding attempted collection efforts;
- Maintain necessary credentialing contracts with insurance providers. All credentialing contracts will be approved and signed by the City Finance Director.

- Provide technical support to the City to insure a smooth flow of information between Contractor and Client.
- Provide training and consulting services to City staff and EMS personnel as necessary. The City will be relying on the Service Provider to keep the City staff informed of current and future EMS billing rules and regulation changes. The City expects written and verbal communication from the Service Provider on current topics and best practices related to ambulance billing and collections at no additional cost.
- Any other services as agreed by the parties in order to effectively collect transport fees.

Within ten days of the end of the prior month, the successful bidder shall submit the following reports electronically, with separate accounting for the City of Green Bay and Village of Allouez:

- Distribution of Charges and Collections – This report will track the charges, payments and financial class mix of all patients for a given month or other specified period;
- Aged Receivable Report – This report will have outstanding invoices sorted by date or account for thirty (30), sixty (60), ninety (90), one-hundred twenty (120), and over one hundred twenty days (121+) days. This report will also provide totals for these categories;
- Patient Alpha Listing – This report lists all patients alphabetically by patient last name;
- Monthly Payment Listing – This report lists payments, required charge offs (contractual adjustments), and refunds posted to each patient's account;
- Overpayment (refund) Report – This report lists all patients due refunds as a result of overpayment on account;
- Bank account reconciliation that ties to the Monthly Payment Listing and the Overpayment (refund) Report, a listing of Non-sufficient Funds (NSFs) and other bank fees and adjustments.

CITIES RESPONSIBILITIES

- The City will generate all billable and non-billable claims on Image Trend Rescue Bridge software. EMS staff will make a reasonable effort to gather any additional information, such as the responsible insurance company, general demographics of the patient and any other information which may assist in the billing process;
- The City will pay the successful bidder within thirty (30) days of receiving its monthly invoice for EMS billing services for the prior month at the agreed upon rates listed in the contract;
- The City will provide at least two contacts for the purpose of day to day billing operations to be able to answer questions and obtain requested information that may be required from the successful bidder. The City normal business hours will be Monday-Friday 8am-4:30pm, excluding holidays;
- The City shall maintain a Lockbox to facilitate receipt and deposit of all payments on customers' accounts. The successful bidder shall have inquiry access to the account and will receive copies of all payment documents necessary to post collections to customers' accounts. The City will pay all cost associated with the Lockbox Account.

<end of this section>

PROPOSAL SELECTION AND AWARD PROCESS

PROPOSAL EVALUATION PROCEDURE

An evaluation team will evaluate and select the low, responsible and responsive proposal which most closely meets the needs of the City. A panel interview may be conducted with the vendor(s) to determine the overall best value for the City based on, but not limited to, company, personnel, references, qualifications, and ability to meet the needs of the City. A supplier's submission of a proposal constitutes their acceptance of the evaluation technique and their recognition and acceptance the evaluators will use their judgment in making a determination.

RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

The City reserves the right to reject any and all proposals. The City reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the City may negotiate a contract with the next highest scoring proposer.

PROPOSAL SCORING

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references or request oral presentations. The City's intention is to procure the most functionally complete and cost-effective application which will provide the flexibility to meet our current and future needs. The total price of the proposed solution for the City's applications will be considered in the final analysis, but this will not be used as the sole consideration in the selection of the "best" solution. Ultimately, the City will award the contract to the responsive and responsible Vendor whose overall proposal offers the best value for the City, as determined pursuant to the evaluation criteria as set forth herein. The City reserves the right to award in part or whole. The proposals will be scored by a committee. They will select the contractor based on the following criteria. A Vendor's submission of a proposal constitutes their acceptance of the evaluation technique and their recognition and acceptance the evaluators will use their judgment in making a determination based on several criteria.

SCORING CRITERIA & POINTS

Description	Maximum Points
Company Overview, History, Eligibility Requirements	10
Experience & Qualifications of the Firm and Key Personnel Assigned to City	20
Scope of Services, Methodology, & Reporting	30
References	20
Cost	20
TOTAL AVAILABLE POINTS	100

PREPARING AND SUBMITTING A PROPOSAL

GENERAL INSTRUCTIONS

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response. Elaborate proposals (e.g. expensive artwork) beyond what is sufficient to present a complete and effective proposal, are not necessary or desired.

PROPRIETARY INFORMATION

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s) and Wisconsin Open Records Law.

PROPOSAL RESPONSE ORGANIZATION AND FORMAT

Proposals should be typed and submitted on 8.5 by 11 inch paper bound securely. Proposals should be organized and presented in the order and by the number assigned in the RFP. Each individual attachment should be separated by tabs or otherwise clearly marked. Six (6) complete sets of documents are required as well as one copy in digital format (CD or USB).

MULTIPLE PROPOSALS

Multiple proposals (no more than two options) from a vendor will be permissible; however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1 or Proposal #2 on each page.

ORAL PRESENTATIONS

Selected vendors may be required to make oral presentations to supplement their proposals, if requested by the City. The City will make every reasonable attempt to schedule each presentation at a time which is agreeable to the proposer. Failure of a proposer to conduct a presentation to the City on the date scheduled may result in rejection of the vendor's proposal.

COMPLETE REQUIREMENTS

While every effort has been made to ensure the accuracy and completeness of the information in this RFP, the City recognizes the information is not exhaustive of every detail and all work and materials may not be expressly mentioned in the requirements of this RFQ. Therefore, it is the Proposer's responsibility to include in their proposal all requirements necessary for the full and faithful performance of the requested services in accordance with the objectives of the City.

SPECIFICATION COMPLIANCE

It is the Proposers responsibility to notate any exceptions taken to the City's requirements specified in this RFP. Proposers taking exceptions shall submit, with their proposal, an itemized comparison with the specification, documenting the nature of their exception. ALL SUCH ITEMIZED LISTS SHALL BE PRESENTED IN THE EXACT SAME ORDER AS THE CITY SPECIFICATIONS AND SHALL REFERENCE THE CITY PAGE NUMBER. Failure to identify exceptions or deviations in this manner may be a basis to declare the proposal non-responsive.

SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as necessary to allow the City of Green Bay to properly evaluate the vendor's capabilities to provide the required services.

Vendors are required to submit the following items in the format requested as a complete proposal. All sections and attachments must be divided by numbered tab pages, as indicated below.

Tab 1 – Introductory Letter/Company Overview

1. Provide a brief cover letter identifying the vendor by name and address and include a brief statement regarding the vendor's eligibility (see page 10) to submit a proposal for the required services. Describe your understanding of the City and the work to be performed.
2. Provide a separate overview and history of your firm. Include information about your company so the City can evaluate the Proposer's stability and ability to support the commitments set forth in this RFP. The City may require additional documentation to support and/or clarify requested information. Include all of the information requested below, in the same order as listed (a-g):
 - a. List the company's complete legal name, full address, headquarters location.
 - b. List the contact person for this RFP, name, title, e-mail, and phone.
 - c. State how long the company has been in business.
 - d. Give a brief overview of your company to include affiliated divisions and locations, main or core areas of expertise and services offered.
 - e. Financial Statements: Three years balance sheets and income statements
 - f. State the number of employees of the company.
 - g. Indicate the capability of your firm to hold harmless, indemnify and defend the City for losses, costs and expenses arising from liability claims resulting from alleged negligence of your firm, its officers, employees and subcontractors; describe the liability insurance coverage carried by your firm.
 - h. Provide a statement of assurance that your firm is not presently in violation of any statutes or regulatory rules that might have an impact on your firm's operations.

Tab 2 – Qualifications/Staffing

The information requested in this section should describe the qualifications of the firm, key staff, and subcontractors. Information shall include the following:

1. A comprehensive summary of the firm's demonstrated capability, including length of time that the firm has provided the services being requested herein. Provide a list of key accounts receiving services as those required in this RFP.
2. Identify all persons who will be assigned to work on the City of Green Bay's account and who will be performing the services required under this contract. Describe their level/title, qualifications, certifications, and experience, including number of years providing EMS Billing Services, and a list of key clients they have performed these services for.
3. Upon award and during the contract period, if the Contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they may begin work.

Tab 3 – Methodology, Scope of Services

Provide a detailed description of the approach and methodology to be used to deliver the “Scope of Services” and “Contractor’s Responsibilities” outlined in pages 12-14 of this RFP to include the following:

1. An implementation plan that describes in detail the methods, including controls, by which your firm manages projects of the type sought in the RFP.
2. Provide a detailed description of efforts your firm will undertake to achieve client and patient satisfaction and to fulfill the requirements contained in the “Scope of Services” and “Contractor Responsibilities” sections. Include normal business and customer service hours and your standards for call response times.
3. Describe your accounting practices and procedures that will provide assurance of accurate and timely billing and collection of the City’s EMS accounts. Address your internal controls regarding segregation of duties, review procedures, and audits.
4. Describe the software that will be utilized by your company and address it’s compatibility with the City’s Image Trend Rescue Bridge software.
5. Describe the level of technical support you will provide to the City to resolve issues with data transmission and communications. Include hours, response time, level of expertise.
6. Provide examples of reports you will provide to the City and to the individuals.
7. Describe your plans to provide introductory training and orientation to City staff, both EMS and administrative personnel, to insure a smooth implementation of your services.
8. Describe how you will provide consulting services to the City’s administrators regarding legal and regulatory changes. Describe how you will assist the City in incorporating best practices into its processes.
9. Describe your methods to improve the City’s collection averages and benchmarks used to compare revenue averages. Include examples of client improvements achieved.
10. Tell us what you do that differentiates you from your competitors that will benefit the City. List any value added services that are included in your base fee structure.

Tab 4 – References (Attachment A)

1. Complete Attachment A – References, and submit it under Tab 4 of your proposal.

Tab 5 – Designation of Confidential, Trade Secret & Proprietary Information (Attachment B)

As a governmental entity, the City is subject to making records available for public disclosure (open records). Proposer’s may request that certain information be treated as confidential material (trade secrets) and not released to the public, as provided in Wis. Stat. § 19.36(5).

1. Complete Attachment B – Designation of Confidential, Trade Secret and Proprietary Information, if applicable and submit it under Tab 5 of your proposal.

Tab 6 – Pricing & Signature Page (Attachment C)

1. Complete Attachment C – Pricing and Signature Page and submit it under Tab 6 of your proposal.

ATTACHMENT A - REFERENCES

References: Vendors are to include a list of ten (10) municipalities or customers to be used as references. <u>These references must be current customers utilizing services similar to those requested.</u> The City may make such investigation as is necessary to determine the ability of the Vendor to fulfill service requirements. 1. Company Name: Address: Telephone: Contact Person: E-mail address: Product(s) and/or Service(s) Used: <u>How long have you been working with this company?</u> 2. Company Name: Address: Telephone: Contact Person: E-mail address: Product(s) and/or Service(s) Used: <u>How long have you been working with this company?</u> 3. Company Name: Address: Telephone: Contact Person: E-mail address: Product(s) and/or Service(s) Used: <u>How long have you been working with this company?</u> 4. Company Name: Address: Telephone: Contact Person: E-mail address: Product(s) and/or Service(s) Used: <u>How long have you been working with this company?</u> 5. Company Name: Address: Telephone: Contact Person: E-mail address: Product(s) and/or Service(s) Used: <u>How long have you been working with this company?</u>	
--	--

6. Company Name:

Address:

Telephone:

Contact Person:

E-mail address:

Product(s) and/or Service(s) Used:

How long have you been working with this company?**7. Company Name:**

Address:

Telephone:

Contact Person:

E-mail address:

Product(s) and/or Service(s) Used:

How long have you been working with this company?**8. Company Name:**

Address:

Telephone:

Contact Person:

E-mail address:

Product(s) and/or Service(s) Used:

How long have you been working with this company?**9. Company Name:**

Address:

Telephone:

Contact Person:

E-mail address:

Product(s) and/or Service(s) Used:

How long have you been working with this company?**10. Company Name:**

Address:

Telephone:

Contact Person:

E-mail address:

Product(s) and/or Service(s) Used:

How long have you been working with this company?

ATTACHMENT B

As a governmental entity, the City is subject to making records available for public disclosure (open records). Proposer's may request that certain information be treated as confidential material (trade secrets) and not released to the public, as provided in Wis. Stat. § 19.36(5).

DESIGNATION OF CONFIDENTIAL, TRADE SECRET, PROPRIETARY INFORMATION

Material submitted in response to the City of Green Bay's (the "City") Request for Proposal includes at least one formula, pattern, compilation, program, device, method, technique or process that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of reasonable efforts to maintain its secrecy. Such information qualifies as a trade secret, as provided in Wis. Stat. § 19.36(5). As such, the proposer asks that the trade secrets contained on certain pages of this proposal, as indicated below, be treated as confidential material and not be released to the public. I am providing the following information with the understanding that it is being submitted to the City under a pledge of confidentiality. I would not have submitted this information had the City not pledged to keep it confidential* and request that the following pages not be released:

Section Page Topic

***NOTE: Proposers are cautioned that the ENTIRE PROPOSAL MAY NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. THE ABOVE DESIGNATION(S) OF CONFIDENTIALITY IN NO WAY GUARANTEES THAT DESIGNATED INFORMATION WILL BE KEPT CONFIDENTIAL. UNDER THE PROVISION OF THE PUBLIC RECORDS LAW, PROPOSER IS NOT ENTITLED TO NOTIFICATION PRIOR TO RELEASE OF INFORMATION, AND IS NOT ENTITLED TO GO TO COURT TO BLOCK DISCLOSURE OF ANY PORTION OF THE PROPOSAL.**

IF THE CITY AGREES WITH PROPOSER'S DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY AND THE DESIGNATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number	E-mail
---------------------------------------	------------------	--------

Name (Please Print)	Company Name
---------------------	--------------

Title	Date
-------	------

NOTE: The City as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

PROPRIETARY INFORMATION: A proposer responding to this proposal should not include any proprietary information or protected trade secret(s) as part of its proposal unless the proposer 1) designates the specific information that it maintains is proprietary or trade secret and the reason(s) for such designation in a separate document, and 2) identifies the specific information when it occurs within the proposal.

The City's preference is for the proposer to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, or under separate cover, e.g., in confidential Section No. _____. Data contained in the proposal and all documentation become property of the City.

ATTACHMENT C – Pricing

PROPOSAL PRICING & SIGNATURE PAGES

RFP #2538

Ambulance Billing Services

The undersigned, on behalf of the Vendor, certifies: (1) this offer is made without previous understanding, conflict of interest, agreement or connection with any person, firm, or corporation making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understand all provisions and fully understanding the local conditions affecting the cost of the work, hereby proposes to furnish all labor, materials, tools and equipment to perform the work required by the proposed purchase contract documents referred to therein (as altered, amended or modified by addenda); (5) if accepted by the City, this proposal is guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

Your proposed price is to include all labor, materials & equipment necessary to satisfactorily complete the above listed project(s). Payment to vendor will be upon satisfactorily completion of work. **By signing this proposal, vendor agrees to all City of Green Bay Specifications, terms & conditions contained herein.** The City reserves the right to award all or a portion of this request to one or more Vendors on a line item (per project) basis.

Compensation proposal shall be a flat rate (%) of the collections that have been deposited in the City's account:	Fee Percentage: _____ %
PAYMENT TERMS: Net 30 Vendor accepts P-Cards: ____ YES ____ NO The City will not accept any added fees for credit card usage.	

Vendor Full Legal Name: _____

Complete Address, City, ST, Zip: _____

Bidders Contact Name & Title (Type or Print): _____

Authorized Signature: _____

Phone # & Fax#: _____

Date: _____

Taxpayer I.D. Number: _____

E-mail address: _____

ADDENDA - It is Vendor's responsibility to check for issuance of any addenda. The undersigned hereby acknowledges receipt of the following addenda:

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

ATTACHMENT D

INSURANCE/INDEMNIFICATION REQUIREMENTS FOR CITY OF GREEN BAY

Successful proposer must furnish proof of the following insurance coverage before award of contract.

It is hereby agreed and understood that the insurance required by the City of Green Bay is primary coverage and that any insurance or self insurance maintained by the City of Green Bay, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. **GENERAL LIABILITY COVERAGE**

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

2. **BUSINESS AUTOMOBILE COVERAGE**

- A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of: \$100,000 Each Accident, \$500,000 Disease Policy Limit, \$100,000 Disease - Each Employee

4. **ADDITIONAL PROVISIONS**

* **Additional Insured** – On the General Liability Coverage. City of Green Bay, and its officers, council members, agents, employees, and authorized volunteers shall be "Additional Insureds."

* **Endorsement** -The Additional Insured Policy endorsement must accompany the Certificate of Insurance.

* **Indemnification** – VENDOR hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of VENDOR or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

VENDOR shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that VENDOR employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be VENDOR'S responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

* **Certificates of Insurance** - A copy of the Certificate of Insurance must be on file with the Risk Management. Notice - City of Green Bay requires 30-day written notice of cancellation, except 10-days for non-payment.

* **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.



RFP #8225-0-2012/CF
Ambulance Billing and Collection Services

Due: August 9, 2012 at 2:00 p.m.

City of Madison
Finance Department – Purchasing Services
210 Martin Luther King Jr. Blvd. Room 406
Madison, WI 53703-3346

Submitted By:
Intermedix
6451 N. Federal Highway, Suite 1000
Fort Lauderdale, FL 33308

Copyright © 2012 by Intermedix Corporation
All Rights Reserved
www.intermedix.com

August 7, 2012

The City of Madison
Finance Department – Purchasing Services
210 Martin Luther King Jr. Blvd. Room 406
Madison, WI 53703-3346

To The City of Madison Proposal Evaluation Team,

Please accept this document as a formal proposal from Intermedix, in response to the City of Madison's Request for Proposal #8225-0-2012/CF to provide Ambulance Billing and Collection Services. Intermedix has carefully read and understands the scope of work and the contractual requirements listed in your RFP and subsequent addenda. We have a firm understanding of Madison's objectives related to the services and revenue creation anticipated from outsourcing the billing of the transports provided by the Madison Fire Department, and we are prepared to deliver the results the City seeks, and more.

We believe Madison will find that Intermedix offers a unique solution, providing systemic and results-driven advantages that will result in unparalleled outcomes for the City. As experts in our field, our systems and processing techniques are continually refined and updated to reflect the most effective billing processes in the industry by leveraging our depth of knowledge and vast 30+ years of experience in pre-hospital emergency care. This approach has led to nearly 400 contracts for these same services across the country, including contracts with the City of Milwaukee and the City of Wauwatosa here in Wisconsin.

We are constantly striving for excellence within our billing methodology, as well as our client and patient service responsibilities to the departments that we serve. We optimize the use of technology, while remaining in touch with your account specifics and upholding the standards that you should expect from a billing partner. We submit that this approach, combined with the suite of solutions Intermedix currently offers, will provide outstanding benefits to Madison that simply cannot be offered by any other firm.

Once again, we thank you for the opportunity to present our proposal, and on behalf of the entire Intermedix team, we are committed, poised, and eager to deliver the best billing and collection solution in the marketplace today. Please do not hesitate to contact our Director of Business Development, Kristin Steele, or our Senior Vice President, Rick Fossier, regarding follow-up items concerning the proposal, to discuss the next steps, and to arrange an in-person meeting between Intermedix and The City of Madison if the City selects Intermedix as a finalist in this very important solicitation process.

Kristin Steele – Director of Business Development
Office Phone: (972) 719-4209
Cell Phone: (210) 379-8653
Email: Kristin.steele@Intermedix.com

Rick Fossier – Senior Vice President
Office Phone: (770) 442-8627
Cell Phone: (678) 283-4856
Email: Rick.Fossier@intermedix.com

Respectfully submitted,



Doug Shamon
President and Chief Executive Officer

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

Chapter 1 – Table of Contents

Chapter 1 – Table of Contents	3
Chapter 2 – Executive Summary and Required Forms	4
Chapter 3 – Description of Your Organization	6
Chapter 4 – Qualifications and Experience	7
Chapter 5 – References	11
Chapter 6 – Description of Services to be Provided	13
Chapter 7 – Service Requirements.....	25
Chapter 8 – Financial Resources	34
Chapter 9 – Disclosure of Contract Failures and Litigation	35
Chapter 10 – Contract, Terms and Conditions, and Sample Agreements	36
Chapter 11 – Cost Proposal	37
Chapter 12 – Designation of Confidential & Proprietary Information.....	39
Attachments	40

Chapter 2 – Executive Summary and Required Forms

Include the following required forms (blank forms are included in the RFP):

- **Form A: Signature Affidavit** – A company officer with authority to bind the Proposer to Madison by contract shall sign this form, attesting the proposal has been submitted in conformance to stated requirements.
- **Form B: Receipt of Forms and Submittal Checklist** – Initial to confirm you have received and are submitting all required forms.
- **Form C: Vendor Profile** – Complete the information about your firm.

We have included Forms A, B, and C immediately following this page.

Next, incorporate an *Executive Summary* containing the following:

- **A brief summary of your proposal.**
- **A high-level overview of your services and the distinguishing characteristics of your proposal.**
- **Limit the Executive Summary to one page or less.**

We have included an Executive Summary immediately following Forms A, B, and C.

Executive Summary

The City of Madison's Firefighters go through rigorous training to become Firefighter Paramedics. More than nine months are spent in training before individuals are eligible for National Registry exams and State of Wisconsin Licensure. Once licensed, paramedics complete the American Heart Association's Cardiopulmonary Resuscitation, Advance Cardiac Life Support and Pediatric Advanced Life Support courses and the American Academy of Pediatrics Pediatric Education for Pre-hospital Providers program. In addition, all paramedics work closely with the fire crews and the Training Division to assure the highest quality medical care is provided by all Department members " The City of Madison – Website 2012. This excerpt from Madison's website indicates a high level of care and education goes into assuring your team members are experienced and prepared to undergo the job at hand. Your carefully developed procedures and protocols result from years of experience and have produced a top notch agency.

Intermedix understands the important of this experience "in the field" as well as "in the office". As the Capital of Wisconsin and by providing superior patient care, the City's Fire Department has distinguished itself as a leader within the State, completing more than 13,000 calls in 2011. Intermedix acknowledges Madison's high-profile and exceptional status, and we are committed to providing Madison with the same level of commitment and expertise in ensuring successful billing services and results. Upon completion of our analysis of your RFP and the data provided, we are confident in our ability to offer significant benefits to Madison. The details of how we intend to accomplish this are included in great detail within the body of our proposal, and a summary of those key details are as follows:

- **INCREASED REVENUE:** While the revenue upside does not appear significant outside of the opportunity to increase your transport fees (a testament to the City's internal staff), Intermedix does anticipate the possibility of between \$50,000-\$100,000 of upside annually based on a slight uptick in commercial collection percentage.
- **PROVEN RESULTS:** Intermedix has the privilege of serving other Midwestern cities such as Milwaukee, Wauwatosa, Chicago and Des Moines. We also have proven our ability to sustain long term results with other capital cities (e.g. Sacramento and Boston) and our nation's capital, Washington D.C., as well.
- **REDUCED RISK:** Intermedix has the experience and resources to provide an established billing compliance program and redundant technology. Pages 21 – 23 where we discuss our Compliance Plan, and Attachment B describe these advantages in more detail.
- **ROBUST REPORTING:** We submit that a major key to successful management of your data is transparency. Intermedix is known nationwide for its commitment to accurate and accessible reporting tools. More about Intermedix reporting can be found on page 29.
- **TECHNOLOGY INTERFACING:** Our prior experience and current technology allows Intermedix to easily interface with your selected ePCR vendor, ImageTrend. Intermedix will provide Madison with a full NEMSIS interface to ImageTrend as we are currently doing for multiple clients, allowing for ease of use and higher confidence in accurate reporting.
- **COMPETITIVE PRICING:** Based on both our scale and our process efficiencies, we offer Madison the most advanced technology, vast experience and proven processes at a competitive price. In order to ensure we meet the needs of Madison, Intermedix has proposed an aggressive price to demonstrate our commitment for your consideration in Chapter 11.
- **FIRE-RESCUE BILLING:** This is a distinct division that represents the most robust revenue solution in the nation for Fire-based Emergency Response Calls, with more clients, larger clients, and higher dollars collected per incident metrics because of our intentional approach, experience, and commitment, resulting in an unprecedented option for the City of Madison in this funding space.
- **VALUE-ADD:** Intermedix proudly serves the entire emergency care continuum. Our presence throughout the industry, and the benefits of that experience and reach, has been highlighted within our proposal. Not only do we bring a presence right here in the State with offices located within the city limits of Milwaukee, but we offer additional services such as our fully dedicated Fire Billing specialty team, our fleet management software, and a number of other distinctive additions that will continue to emerge as our company executes on our growing service plan.

We believe the City will find that our ability to achieve the results discussed above and offer to Madison a growing list of additional capabilities serves as a key and distinct differentiator for Intermedix. We recommend you employ the expertise and commitment of Intermedix as a means to achieve not only your current but also your future financial and technological goals.

Chapter 3 – Description of Your Organization

Elaborate upon the brief description of your firm provided in the Executive Summary. Limit your response to one page. At a minimum, make sure to provide:

At Intermedix, we manage billing and collections for over 10 million emergency patient encounters, annually, collecting nearly \$1.5 billion for our customers. We serve over 1,000 clients nationally and nearly 400 EMS agencies, including The City of Milwaukee, The City of Omaha, The City of Philadelphia and The City of Des Moines just to give a couple of examples with some relevance as we will describe later.

- **A description of the services provided by your company.**

Intermedix provides revenue cycle management services and technology offerings to agencies across the Emergency Healthcare continuum, in nearly every state in the United States. Intermedix has demonstrated excellence serving clients across the entire continuum, as mentioned above, including some extraordinary efforts and results with large municipally-based clients like Madison who had significant issues to overcome when Intermedix was selected to provide our services. Today we serve our clients with the following strategic services and technologies, designed to support the revenue cycle that stems from the continuum of care provided by EMS agencies:

- Emergency Medical Services Ground and Air Billing and Collection
- Emergency Response Billing for Fire, HazMat, and MVA
- TripTix® Pre-Hospital Electronic Patient Care Reporting System
- Fleet Manager – AVL Solution
- Emergency Department Billing and Collection

Additionally, through our Technology and Systems Division, Intermedix provides comprehensive web-based solutions that deliver integrated components of emergency management preparedness:

- Hospital Bed, Dialysis, Mental Health, Shelter and Emergency Resource Management
- Health Alert Notification and Response
- Hospital Incident Command
- Patient, Evacuee, and Event Management Tracking
- Volunteer and At-Risk Registry
- Contract services for Program and Training Outreach Specialists

- **Your company's experience including the number of years in business.**

Intermedix has been serving the EMS billing market for over 30 years. Our team now bills for over 2.5 million annual transports, allowing us the opportunity to work with and draw from many unique organizations. Over the years, Intermedix has successfully transitioned in-house billing operations similar to Madison into profitable outsourced billing operations as we will describe within our proposal.

- **The number of employees working for your company and number involved in providing ambulance billing and collection services.**

Intermedix has more than 1,400 employees with approximately 50 percent of those focused exclusively on EMS billing. Our staff includes 75 seasoned managers averaging 15 years of industry experience. They are specialists in the functional areas of coding, data input, payment posting, reporting, customer service, and insurance identification, representing a tremendous advantage. This experienced staff of dedicated full-time employees has worked with clients similar to the City for many years, and the specific Operations team that will be assigned to Madison if awarded the contract are very knowledgeable regarding Wisconsin's payer community.

- **Any other pertinent information about your firm.**

We serve major cities like Madison here in the state, here in the region, and across the country. We excel at our core function of EMS billing, but we understand our role as subject matter experts in support of our clients, and thus we continue to add expanding capabilities as mentioned above and detailed within our proposal. Most importantly of all, the entire organization at Intermedix truly desires the opportunity to serve Madison with excellence in every way, and we are prepared to meet with you and describe this in great detail.

Chapter 4 – Qualifications and Experience

Madison will evaluate experience in providing ambulance billing and collection services. Provide a description of relevant experience, especially in projects of similar size and scope that are currently being serviced or took place within the last five years. Describe briefly the nature of services provided to each organization listed. Limit your response to three pages. Include a clear statement of your firm's specific role in the process.

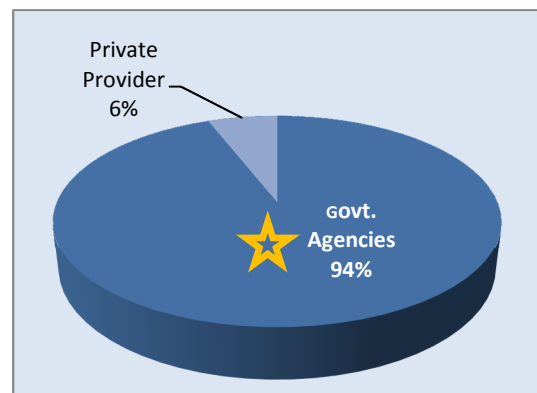
EXPERIENCE WITH SIMILARLY SIZED CLIENTS

The singular focus we place on the emergency healthcare industry has resulted in relationships with more municipal EMS agencies than any other vendor across the country, ranging in size from less than 1,000 to more than 200,000 annual transports. Twenty-five of those clients transport between 10,000 and 25,000 transports annually, similar in size to Madison. Those 25 clients and the volume of annual transports they provide are noted in the chart directly below:

CLIENT & STATE	NUMBER OF ANNUAL TRANSPORTS
Portland, ME	10,000
Highlands County, FL	10,114
Toledo, OH	10,564
City of San Bernardino, CA	10,784
Hialeah, FL	11,467
Las Vegas, N. Las Vegas, & Clark County, NV	11,500
Des Moines, IA	12,000
Chesterfield County, VA	12,195
Broward Sheriff's Office, FL	12,206
Sumner County, TN	13,000
Omaha, NE	13,243
Hollywood, FL	13,466
Seminole County, FL	13,499
Pompano Beach, FL	13,747
Kansas City, KS	15,260
Tampa, FL	15,320
Charlotte County, FL	15,545
Frederick County, MD	16,440
Prince William County, VA	16,600
Harris County, TX	16,780
Milwaukee, WI	17,000
Orlando, FL	17,000
Leon County, FL	21,573
Fort Lauderdale, FL	22,721
Collier County, FL	24,503

EXPERIENCE WITH MUNICIPAL AGENCIES

Approximately 94% of our client base are municipal agencies. In other words, we know government EMS billing. Our experience includes, but is not limited to, the following agencies: Public Safety Departments, Fire Rescue Departments, EMS Departments, Finance Departments, Ambulance Districts, Multi-Agency Departments, and Public Consortiums. Our success with these agencies demonstrates Intermedix's proven ability to work with local governments, and our profound understanding of the unique challenges that are associated with agencies like Madison!



EXPERIENCE IN WISCONSIN

Intermedix has more than five years of experience processing patient accounts in Wisconsin, processing nearly 20,000 annual patient transports on behalf of our WI current clients. Beyond the immediate state border, we serve many regional clients including several in Illinois and Iowa. We are well-versed in the nuances of billing Medicare and Wisconsin Medicaid via electronic payer connections, and have successfully billed hundreds of thousands of transports to these entities on behalf of our current clients.



Our commitment to building long and successful relationships with our clients has led us to implement a model to support both the implementation process and the day-to-day services required for EMS billing services. If awarded the contract, Intermedix is prepared to begin the implementation process immediately with our staff in the Columbus office. As another note on this topic of qualifications, we will share in Attachment A some of the elements of consideration we have observed in having participated in marquis municipal agency RFP's through the years, and some according observations that many of our existing clients have found to be very helpful in discerning the information out in the industry.

Intermedix has been fortunate to have experience making transitions from other providers for literally hundreds of municipalities across the country, including major cities like San Francisco, Washington DC, Jacksonville, Philadelphia, Toledo, Atlanta, , El Paso, Tampa, , Kansas City, KS, Las Vegas, and Omaha,. In each situation, the transition went smoothly, and we were able to increase revenues for the client – and in most cases, the improvements were significant. We are prepared to do the same for Madison **and will share the details as to how we will accomplish this within our proposal.**

Identify specific projects, dates and results. Include the following information:

- **The client name, type of organization (e.g. municipality), address, telephone number, email and the name of a contact person. Be sure to include clients located in Wisconsin.**
- **A brief description of the services performed. Be sure to include whether or not it was similar to what is being proposed by Madison.**
- **The contract period and duration. If the project is on-going include the start date of service, % of contract completed-to-date and estimated completion date.**
- **Describe any extra services added after contract initiation.**

**Milwaukee, WI – 17,000 Annual Transports**

Municipal – Fire Based EMS

711 West Wells St.

Milwaukee, WI 53233

Chief Slowey – Captain 414-286-8982

sslowey@milwaukee.gov

Milwaukee Fire Department selected Intermedix as their billing partner of choice six years ago via a competitive RFP process, similar to that of Madison. As we approach the sixth year of the contract, it is well-attested by the Milwaukee Fire Department leadership that Intermedix has performed consistently. As with many contracts, unexpected challenges arise. In the case of Milwaukee, there were concerns with the computers purchased to deploy our ePCR solution. Intermedix stepped in and worked with the City and various vendors to provide solutions at no additional cost to Milwaukee. Recently, Milwaukee Fire experienced changes in leadership, thus frequent phone calls and on-site meetings with the new leadership team remain a staple to ensure Intermedix continues to meet the City's evolving needs. We hope your selection committee will speak with Chief Slowey regarding the relationship we have with him and the Milwaukee Fire Department personnel.



Wauwatosa, WI – 2,900 Annual Transports

Municipal – EMS

1463 Underwood Ave.

Wauwatosa, WI 53213

Jim Case – Deputy Chief of EMS

414-471-8490

jcase@wauwatosa.net

Via the same RFP that resulted in the contract to serve the City of Milwaukee (the V.A.L.U.E. of Southeast Wisconsin solicitation process), Intermedix was awarded the privilege to serve the City of Wauwatosa back in 2006. Once again, we are coming up on our sixth year providing EMS billing and ePCR technology to Wauwatosa, and the financial results and service relationship with the Department remain very strong. Please feel free to call Chief Case, as with all of our references.



Orlando Fire Department, FL – 17,000 Annual Transports

Municipal – Fire Based EMS

400 S. Orange Ave., City Hall, 7th Floor

Orlando, FL 32802

Greg Hoggatt – Deputy Chief

407-246-3992

gregory.hoggatt@cityoforlando.net

Orlando Fire Department (OFD) is a relatively new client for Intermedix, with annual transport volume of 17,000 and 45 TripTix® ePCR units deployed, implemented as an ongoing contract in February 2011. Substantial training was provided for the 525 staff members, tailored to First Responder and Transport units. Intermedix provides interfaces with the Motorola Printrac CAD and 17 regional hospitals, as well as EMSTARS state reporting requirements for the Orlando Fire Department. We are on track to provide revenue in excess of budget projections for this newly transporting municipal agency. On this point, Deputy Chief Hoggatt just gave a lecture at the Fire Rescue International conference in Denver, CO on August 4, 2012 entitled “From Layoffs to Profits”, highlighting our partnership with OFD.



Boston, MA – 85,000 Annual Transports

Municipal – EMS

764 Albany St.

Boston, MA 02118

Jim Montgomery – Dir., Admin. & Finance

616-343-1317

montgomery@bostonems.org

When Intermedix began providing EMS billing services for Boston EMS (BEMS) back in May 2010, BEMS had just completed the previous fiscal year with collections of \$24.4 million in EMS billing revenues under the former hospital-based billing group. In partnership with the dedicated staff at BEMS and in comparison, **Intermedix collected more than \$29.8 million at the completion of the most recent fiscal year of 2011, an increase of 23% since inception.** In comparison with Madison's in-house billing operation, Boston Medical Center was providing Billing Services for BEMS until Intermedix was awarded the contract in a competitive RFP process.

**Lee County, FL – 47,000 Annual Transports***Municipal – EMS*

14752 Six Mile Cypress Pkwy.

Fort Myers, FL 33912

David Kainrad – EMS Director

239-335-1614

davek@lee.gov

Since we transitioned Lee County from another vendor, we have established a working relationship intended to put in place successful processes on both the billing and operations side. These intentional processes produced significantly increased revenue and operational efficiencies for Lee County. Additionally, several years ago we helped transition the County to their newly selected ePCR solution, ImageTrend. **In the first year of service for the County more than a decade ago now, we collected \$7.6 million for the County, a significant increase from the previous year. We are now collecting over \$19 million annually,** and also provide billing for their air transport operations.

**Mercy Health System, MO – 33,000 Annual Transports
(formerly St. John's Health System),***Municipal – EMS*

1235 E. Cherokee

Springfield, MO 65804

Bob Patterson – Director

417-820-5450

robert.patterson@mercy.net

Mercy Health System has been an Intermedix client since September 2009. Mercy provides 33,000 annual transports covering multiple states with a variety of contracted insurance plans and state Medicare and Medicaid carriers. In addition, Mercy's Lifeline air medical group performs approximately 1,200 annual air transports that Intermedix's Air Medical Center of Excellence serves. Intermedix provides integrated billing services across this breadth of Mercy's entities, including the 60 ePCR software field units that are deployed between their ground and air medical teams. Hospital integration is provided with Mercy Health System's EMR – Epic.

Chapter 5 – References

Provide three references from similar projects and clients. Limit your response to three pages. All of your references should also be listed in the projects under Chapter 4, above. Make sure to include Wisconsin projects as references. For each reference provide:

- An in-depth description of services performed for the reference, if not already provided in Chapter 4.

As Madison's Selection Committee evaluates the proposals submitted, one of the key tasks it will undertake will be to determine which company is best able to produce the kind of results projected within their proposal. Intermedix submits that our references will attest not only to our excellence in terms of client services, industry expertise and customer service focus, but also to our ability to drive significant revenue performance that matches the projections we make and the budgets we set with our clients.

Please find a list of references provided below **in addition to those we have included in Chapter 4**. If the Selection Committee would like to speak to specific Intermedix clients beyond those we have included in this reference list, we will be happy to provide contact information accordingly. We have selected the references indicated below because they are similarly sized Midwestern clients that submit claims to many of the same payers, and/or based on the fact that we have recently established a contract and implementation.

Client Name & Address	Contact Name, Phone, E-Mail	Description Of Services
City of Glenview 1815 Glenview Rd. Glenview, IL 60025	Jim Fancher – Battalion Chief 847-904-4156 jfancher@glenview.il.us	• EMS Billing and Collections • Client since 2010
City of Omaha 1516 Jackson St. Omaha, NE 68102	Lloyd Rupp – Chief 402-444-5746 lrupp@ci.omaha.ne.us	• EMS Billing and Collections • Client since 2008
City of Portland 380 Congress Street Portland, ME 04101	Timothy Nangle – EMS Coordinator 207-874-8954 TEN@portlandmaine.gov	• EMS Billing and Collections • Client since 2011
City of Mehlville 11020 Mueller Road St. Louis, MO 63123	Craig Walk – Assistant Chief 314-894-0420 cwalk@mehlvillefire.com	• EMS Billing and Collections • Client since 2009
Metro West 17065 Manchester Road Wildwood, MO 63040	Bud Mantle – Deputy Chief/CMO 636-458-2100 x 114 budma@metrowest-fire.org	• EMS Billing and Collections • Client since 2006
Prince William County 5 County Complex Court, Suite 270 Prince William, VA 22192	Steve Kersse – Battalion Chief 703-792-6487 skersse@pwcgov.org	• EMS Billing and Collections • Client since 2011

CLIENT TESTIMONIALS

Intermedix has been terrific to work with. Starting from the RFP process, they were attentive and responsive to even the finest of details. As soon as the contract was awarded, Intermedix moved quickly and worked efficiently to bring us on-line. Since our switch to Intermedix, our billing operations have improved immeasurably. The daily attention to detail and regular interaction with our Client Service Manager has been excellent. The promises made have been kept and our Department goals have been surpassed. We also use the Intermedix ePCR solution, TripTix®. Our implementation training and phase in was excellent. Intermedix trainers were on-site and rode with all of our crews during the first days of use. We continue to work with Intermedix programmers – they listen to and respond to our concerns and continue to work to customize the product to our system.

- Quote from Captain Greg Rauch, Fairfax, VA (approximately 3,300 annual transports) awarded to Intermedix via an RFP process in early 2008.

Ambulance Billing and Collection Services

Intermedix continues to provide the level of service that a metropolitan area like Jacksonville requires year after year. We've found that even though we're serviced out of their operations center in Miami, we still get the local touch we need to get the most out of our billing service partner. Above and beyond the increased collections they provide every year, they've supported us through the CMS Medicare Signature legislative changes and shared their knowledge of the industry as a whole on countless issues. We recently re-contracted with Intermedix and are glad that we have them on our side. Thank you.

- Quote from Dr. Charles E. Moreland, Division Chief/Rescue, Jacksonville Fire and Rescue Dept. client of Intermedix since 1998 (approximately 54,000 annual transports).

I just wanted to let you know that I recently was called to give a reference to another locality in VA who is considering using Intermedix. I realized when I was giving my testimony that I need to let you know what I told them. So often people are quick to let someone know when something is "wrong" but never are as quick to tell you when everything is "right."

I have been so pleased with your customer service from the very beginning and that is why I gave Intermedix and exceptional reference. Michelle Dethlefsen has been my main contact since Madison switched over to Intermedix. She has been incomparable in handling all my requests, explaining things to me, walking me through your website, helping me with reports and taking extra time to ensure that our Fare Care members are not overlooked and inadvertently charged. She has been a life saver and we were fortunate to meet her in person which gave us a "face" to put with our voice on the end of the phone. She has been patient and understanding and I depend on her a lot and have enjoyed our work relationship.

Also, the client services personnel that I have dealt with have been absolutely wonderful – they always respond within the hour and most of the time within minutes of me sending an email. They are prompt and courteous at all times and always resolve any problems I send to them. Overall your customer service up to this point has been nothing less than phenomenal!

- Quote from Lisa Sheppard, Colonial Heights, VA (approximately 820 annual transports) awarded to Intermedix via an RFP process in early 2008.

FYI, this week Public Safety was instructed to cut an additional \$2.5 million from the current budget. Included in the reductions are 17 vacant paramedic / EMT positions. It was a tough week but one without the loss of occupied positions. The "silver lining" at this point is the increased revenue collection by Intermedix for Lee County. Please know I appreciate the company's due diligence with the billing processes that has enabled the division's revenue to increase during the County's economic crisis. I believe the enhancement of revenue is a direct reflection and testimony of the professional working relationship between Lee County and Intermedix. The collaborative partnership has proven to be a "home run" for Lee County taxpayers.

- Quote from David Kainrad, Administrative & Finance Manager, Lee County, Florida (approximately 53,000 annual transports), home of Fort Myers and a customer of Intermedix since the late '90's.

Thanks! I honestly have to say that you run a top notch company and nobody can compare to your level of customer service. We could not get this type of service from our former vendor as evidenced through this EOB issue. You have people (Mary, Victoria, and the IT staff, etc.) taking care of us. We have not received this level of help before. I am extremely glad that you are our billing company.

- Quote from Chief Lloyd Rupp, Omaha, NE (approximately 21,000 annual transports) awarded to Intermedix via an RFP process in late 2008.

Just a quick note to tell you how very happy I am with the level of service and personal commitment I've seen from Michelle and your rapid response team at Intermedix. With my access to IMX and the dedication of this team, I very rarely have issues that I can't solve on my own, without making telephone calls and/or sending e-mails. This really cuts down on my administrative burden and shortens my time commitment. Please convey to all these great employees both District Government's and my sincere appreciation for their hard work. DC is closing in on \$25 million in collections this fiscal year, up almost \$3 million from last year, another benchmark year for us, especially in tough times.

- Quote from Billing Coordinator, Washington DC FEMS (approximately 78,000 annual transports) awarded to Intermedix via an RFP process in 2006

Chapter 6 – Description of Services to be Provided

Describe your services by providing a response to each of the following inquiries. Indicate whether or not you can meet the requirement and, wherever possible, elaborate on your response. Limit your response to ten pages.

- **A brief proposal summary that describes your understanding of the RFP and how the stated requirements will be met. Include any concerns regarding scheduling, concept or expectations.**

Intermedix has read the requirements set forth by Madison's RFP, and is fully prepared to deliver the functionality, expertise and projected results without exception. A high-level summary of Madison's requirements and our ability to meet and exceed your expectations is included immediately below.

Our proposal as a responsible bid highlights the strengths that we believe provide significant advantages to Madison. We are presenting a solution with a proven interface that allows Madison to take full advantage of our proven process from the field to the back-end billing operations. Our overall solution offers a competitive price along with our quality personnel, well-proven process advantages, and advanced technology and innovation. The following summarizes our capability to meet all of your needs as indicated in the RFP.

- **Include ability to meet service deadlines.**

Intermedix has committed significant resources to developing methodologies and putting in place procedures, personnel and technology to ensure smooth and effective planning, training and staged implementation of all of its services and technology. These methodologies and the teams engaged on your behalf have proven time and again to provide dependable solutions and a high level of customer satisfaction and retention.

Our team will be led by Nicole Wallace, the Intermedix project manager who will be your single point of contact for Madison during the planning and training stages. We will provide further information about Ms. Wallace and the team she will have at her disposal in the staffing section of our proposal. Once the project is successfully implemented, Ms. Wallace will maintain the role as the key interface to Madison's administration as well as our support team, providing front-line answers to any functionality and support questions or issues Madison might have.

Our project team will establish a project plan with key milestones that both Intermedix and Madison will be expected to meet in support of the relationship. We are routinely commended for our ability to execute to plan and meet all client expectations, a fact that our references will gladly share.

- **Discuss your organization's specific abilities to provide ambulance billing services including detail of the billing system and processes. Please indicate whether the software used is proprietary or third-party.**

Intermedix's proprietary IMX Billing System is configured specifically to optimize the use of critical internal and external front-end resources to maximize the billing process for our clients. We believe that investing in a system that focuses on highly developed automated processes, augmented by qualified personnel to oversee these processes, offers the City the greatest opportunity to collect higher revenues and reduce uncollectible accounts. We have provided a detailed description of our billing process as Attachment B, in order to conform to the City's ten page limitation for this section. It is a comprehensive, detailed description of our system, with very valuable information that we encourage the City to read.

- **Discuss your organization's specific abilities to consult with The City regarding its current operations and make recommendations for efficiency and potential increases in collection percentage and revenue.**

This is an area of particular expertise that Intermedix has proven time and time again to be highly advantageous, both for and with our clients.

Strategy to Drive Results – Revenue and Data

Intermedix intends to establish a partnership offering expertise in all areas related to the patient encounter. As depicted below, we believe that effective billing begins well before Madison Fire crews send us a billable transport. It begins with effective administrative policies that guide your Department, carries through the call with well-documented care, and concludes only when Intermedix has applied our experienced resources and technology to each transport.

The goals for the billing portion of the partnership center on four primary areas:

- Effective revenue collections results and maximum returns
- The highest standards of service and professionalism in dealing with the public
- Expert and professional client service to Madison Fire Department administrators and field personnel
- Compliance with all State and Federal Regulations

First we will expand on the drivers of collections and how our partnership will yield predictable and significant results for the City. Second, we will lay out some of the data and reporting advantages to be enjoyed.

Revenue

Despite difficult economic times that saw some of the highest unemployment rates in recent history, as well as Medicare signature regulations which have had an adverse impact on collections, Intermedix has produced for its clients year over year increase in collections due to our continual process improvements. The remainder of this section will address the areas of opportunity we have identified given the data provided in the RFP and addenda.

When formulating plans to increase collections, Intermedix has identified six main components of focus: Charges, Documentation, Coding, Self-Pay Optimization, A/R Management, and Collection Levels by Payer. Herein, we share some key elements to the success we have achieved historically and will continue to maintain strict focus on, in partnership with the City of Madison.

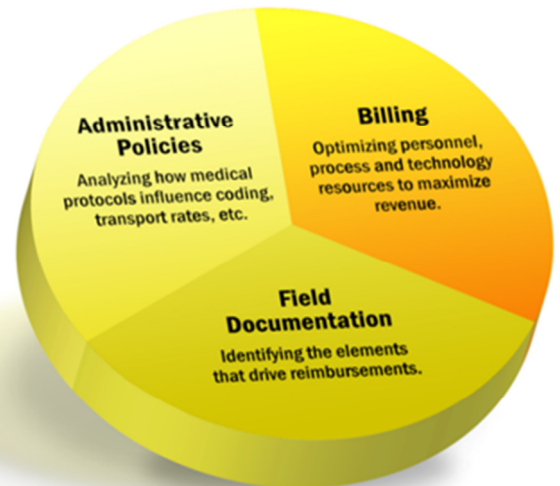
Charges

Intermedix proactively monitors regional and national fees to provide guidance to our clients. The cost of EMS is related to the cost of preparedness and the cost of response. Furthermore, the cost of bad debt is immense, and EMS agency revenues often suffer because of adverse selection - those who lack insurance coverage and the ability to pay are more likely to call 911 compared to those with adequate insurance coverage or some other ability to pay.

We believe EMS agencies should aim to collect at a level that allows them to reasonably cover the costs of providing care.

We know that you do not desire to place an undue burden on taxpayers to subsidize the cost of EMS, when we can clearly seek revenue on your behalf within the insurance coverage that most people carry. However, the fact is that insurance sometimes pays a set percentage of the fees charged for ambulance transports, similar to the two main governmental payers that have historically comprised approximately 45% of the patient volume transported by Madison Fire (and which may rise even further if the Healthcare Reform bill is eventually funded by Congress).

Therefore, charges become important when assessing the available revenue to be recovered for the Department. Based upon the data provided, Intermedix did not see any allusion by Madison concerning the potential of raising transport fees during the term of this contract. The charts below show a comparison of your current fees and other similar client fees for large agencies.



Ambulance Billing and Collection Services

Based on the data in the charts along with our general experience across the EMS billing industry, we do believe that an increase in transport fees represents an opportunity to increase revenue for the City if so desired. For example, an increase to a Base Fee of \$800 for all levels of service and a mileage charge increase to \$15/mile would increase City collections by as much as \$1 million annually.



Intermedix proactively monitors regional and national fees to provide guidance to our clients. The cost of EMS is related to the cost of preparedness and the cost of response. Furthermore, the cost of bad debt is immense, and EMS agency revenues often suffer because of adverse selection - those who lack insurance coverage and the ability to pay are more likely to call 911 compared to those with adequate insurance coverage or some other ability to pay.

Documentation

Over 30 years of experience in the EMS industry, as well as owning proprietary billing and ePCR solutions has given us insight into documentation best practices that both maximize the billing process and provide better patient care. The key to effectiveness in this area of your billing operation is Madison's decisions regarding what is required of your field personnel as part of the closed call rules within your Image Trend patient care reporting solution.

We can work with your Administrators to set rules for completing patient care reports should there be any critical billing elements beyond what the Fire Department is currently requiring. We will also continue to offer training programs to educate field personnel on the proper completion of incident reports to support billing requirements.

Our training is offered in a number of ways, including Webinar based training, online recorded training sessions that are viewable at any time of day, and in-person shift based training. We recommend that your Department track individual performance levels, set goals, and develop an incentive system to improve compliance with documentation requirements. This includes information related to the patient, insurance, signature capture, incident zip code, specificity of assessment of medical condition, treatments and interventions, supplies, and drugs.

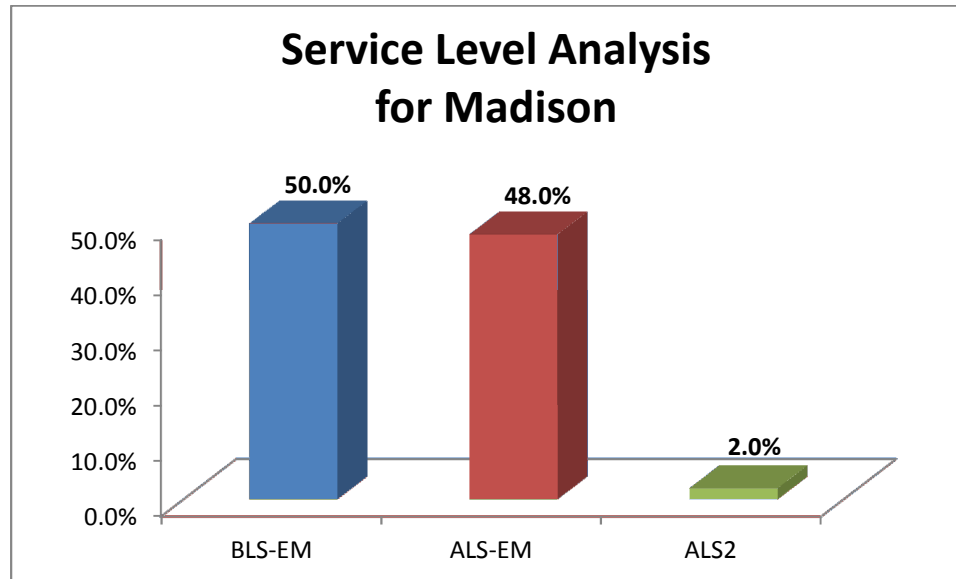
Ambulance Billing and Collection Services

As it pertains specifically to current trends with Madison Fire, we do not have specific documentation recommendations that we are aware of, although there may be some issues with the Level of Service mix that is showing up in your current claims mix, but those areas need to be further explored, and the source of any potential area of upside needs to be clarified in order to determine if the issue is related to field-level documentation or your current internal billing group's coding practices. As a result of not knowing sufficient detail here, our financial model does not include any upside that is attributable to anticipated documentation deficiencies.

Coding

Our goal is to code every transport at the highest level of compliant reimbursement – no more, no less. To this end, our experienced coding staff utilizes the Medicare level of service coding guidelines, as well as state and local protocols, to help ensure that each account is coded at the proper level of service when the claim is submitted. This commitment to front-end coding excellence means that more claims are filed “cleanly” the first time, and do not require administrative hassles with audits and “take backs.”

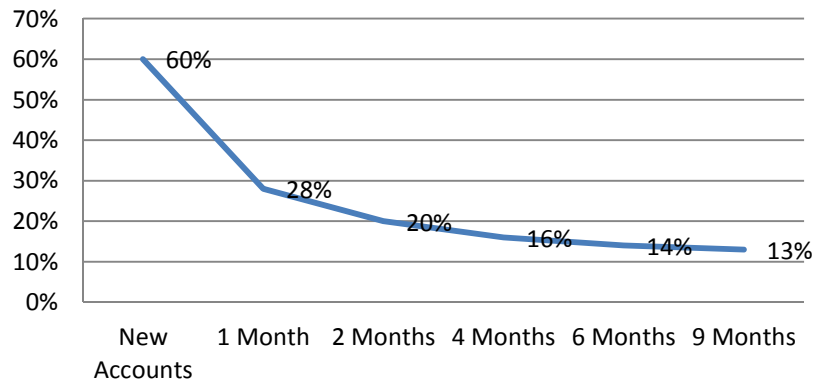
We would, if selected, continue to execute our internal Quality Assurance and coding audits to verify compliance accuracy and identify any opportunities for additional *compliant* reimbursement. The following chart shows the service level mix for Madison's transports as modeled based upon the data included in the RFP and the addendum. Our model does show upside of eight (8) points moving from BLS to ALS, which still is below what we see nationally in the level of service mix, and this movement only provides just more than \$27,000 annually to Madison.



Self-pay Optimization

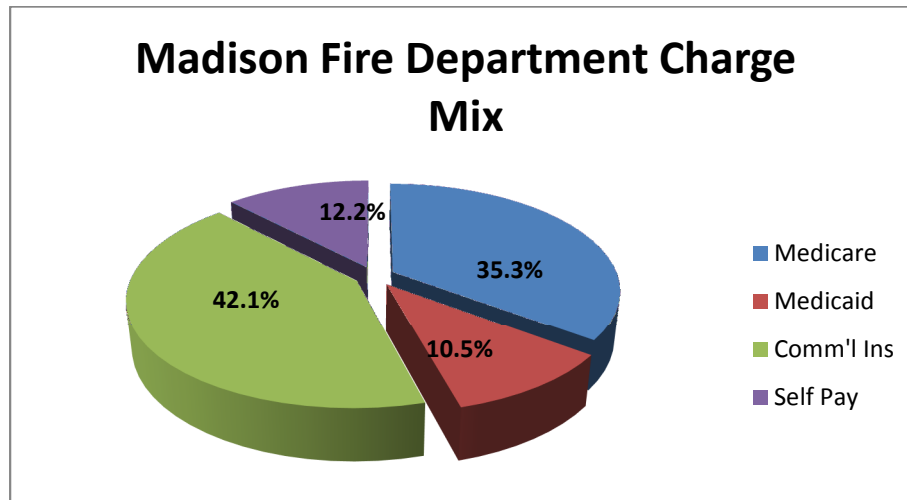
Intermedix utilizes robust data gathering processes to find patient insurance and demographic information, with the goal of reducing your self-pay percentage (individuals without insurance) and un-billable claims due to lack of information. Our data gathering tools and programs are discussed in greater detail throughout this proposal.

In addition, we have had great success with implementing hospital connections for agencies across the country, and our efforts in this regard would be expected to drive increased revenue for Madison as we have described within our proposal. The following chart is a sample depicting how quickly our front-end processes and tools are able to convert what otherwise would be classified as “self-pay” accounts into “insurance payer” accounts.

Self Pay Percentage (Sample)

We are able to do this very successfully because of the combined focus of our front-end personnel, automated processes, and extensive database technology that represents an exclusive set of features and advantages provided by Intermedix to Madison. We continually find new ways to improve on our insurance finding methods.

At the time we receive the information from a "typical" client, approximately 80% of the accounts are missing insurance information. The percentage is cut approximately in half by one month, with further decreases as the accounts mature. The chart below reflects the mature charge mix attained by Madison per the information provided in the RFP and Addendum, and after comparing this charge mix with data from www.census.gov, our model does not point to any obvious expected charge mix improvements.



The primary focus of self-pay optimization is to obtain insurance information on accounts so that Madison Fire achieves maximum reimbursement, and patients do not have to get involved in the reimbursement process following a traumatic event. That being said, Intermedix feels strongly that the City should receive full reimbursement, including directly from patients that called for the service.

Intermedix is set to begin testing newly developed analytical tools allowing for the segmentation of uninsured patients by ability to pay. As a result, more focus will be placed on those who can pay but who are not paying. This program is a vehicle for us to act on your behalf to provide patients with opportunities to settle their bill prior to the application of advanced collection techniques.

Please note, that additional services would be employed on these accounts. Accounts not falling into this subset would continue to receive the high level of attention and services that they do today, and per the requirements outlined in the RFP.

A/R Management

Our goal is to reduce your A/R by increasing the number of claims that are paid completely and compliantly. Intermedix's Regional Teams have dedicated A/R Representatives that are constantly following up on patient claims while pursuing all possible and appropriate means to receive payment in full. Our staff works diligently to identify insurance payers who attempt to reimburse less than the full amount billed.

We reply to the insurance company "short-pay" responses with a letter requesting payment for the "full usual and customary rate" which can be defined as "that which is charged by the Madison Fire Department" since you are the emergency transport provider in your jurisdiction.

Our denial management program is two-pronged. First, we have incorporated the steps necessary to avoid denials on the outset. Second, we pursue all denied claims that occur in spite of these measures aggressively. The IMX billing application identifies short pays and denials when payer responses are received, and takes the next appropriate action.

Based on the practices described above, we are confident Intermedix's A/R methodologies and associated technology will continue to bring year-over-year revenue benefits for the City, even beyond the projected collections discussed in this proposal.

Collection Rate by Payer Category

Many agencies and billing companies alike look to overall collection percentages (typically net %) to evaluate vendor performance. However, we find it most telling to examine the revenue per transport (RPT) and gross collection percentage that a vendor is able to achieve for its clients. Even these metrics are difficult to compare across agencies and billing vendors due to agency and billing vendor measurement difference, but they do provide a much better measure of the performance and effect a billing partner is having on cash flow.

The concern we have discovered with net collection percentages through our EMS industry marketing efforts, is that many vendors pre-qualify "billable" runs with variable definitions and/or take adjustments prior to receipt of payment. The effect is an increase in the net collection percentage, with no impact on collections.

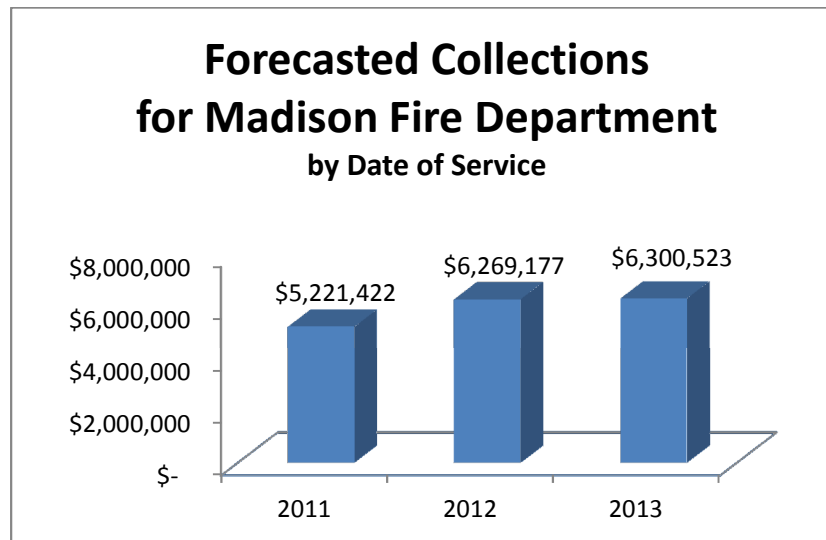
In this vein, we continually measure ourselves by the revenue we deliver to the bottom line for our customers, while also measuring our collection percentage by payer to ensure we are optimizing results in each category. We are able to increase the results shown by this measure (actual revenue delivered to the bottom line) by optimizing the collections rates we achieve for each payer group, having strategies that are "tuned" specifically for each class.

According to the information provided, the actual revenue collected per transport as reported in the RFP as approximately \$385. After evaluating the data presented, Intermedix would expect to collect about \$395 per transport which represents approximately an additional \$120,000 of annual revenue increase for the City. However if transport fees were raised to the levels Intermedix modeled and indicated earlier in this section (\$800 base rate and \$15 per mile), the increase in revenue can climb to over \$1 million annually.

Projections for Madison

Based on our EMS billing experience across the country and right here within Wisconsin, we have developed a robust financial modeling tool. Considering the demographic make-up of your patients, the fees and policies set by your agency, the information gathered by your field personnel, Intermedix's data gathering and collection activities, etc., we have put together the following collections projections for the City's Fire Department that Intermedix believes we can achieve on your behalf pending a final review of your historical collections data.

We will share this modeling capability to provide fee recommendations and budget projections for the City throughout our contract performance. Our experience has proven the model's accuracy, allowing Madison to have confidence that the collection projections provided within this proposal and the associated costs for services are accurate and solid. The chart below shows forecasted collections for calendar year 2012 and 2013 on a date of service basis with continued collection increases anticipated throughout the forecast period reaching over \$6.3 million by the end of 2013.



Data Access

Intermedix believes strongly that evidenced-based decisions produce superior results. Today, organizations require more, and more timely, information to be successful. Tomorrow, real-time high quality information will be essential to an organization's survival. Over the next few years, the U.S. health care system will undergo unprecedented change. To help deal with that change, emergency care providers will need partners who can not only efficiently and effectively manage the revenue cycle, but who can provide tools, technology and information to manage the dynamic and complex health care environment.

At Intermedix, we have been developing our capabilities to ensure that we build the people, processes, technology and data capabilities that our clients will need. We take a wholistic view of the entire continuum of care that a patient requires to recover from an onset of illness or injury. We have architected our systems to provide a "single source of truth". Our billing application and our ePCR system share a common database so that clinical and patient demographic/eligibility information reside in one place, eliminating the need for reconciliations and reducing the incidence of errors.

Our applications are web-based, providing transparency and ease of access for our clients. We have invested in a data warehouse with modern, sophisticated data interrogation and business intelligence tools to enable data searches that historically have taken hours to be completed in only minutes. We have built strong relationships with skip-tracing and eligibility partners, providing real-time access to enormous amounts of patient data.

We have a full-time team that focuses solely on building interfaces with hundreds of hospitals around the country so we may obtain the latest patient information they have available. And our scale alone generates more critical patient billing data than any of our competitors could ever obtain. By combining the information from our pre-hospital and hospital-based emergency patient records, we have the ability to locate patient demographic and eligibility information that would otherwise not be located.

Patients transported in one part of the country will be identified for billings even when they have received emergency services in an entirely different part of the country. Looking to the future, payors will most certainly require more reporting about patient outcomes.

Madison will be required to navigate emerging concepts such as Accountable Care Organizations, Health Information Exchanges, community-based medicine, home health, NEMSIS standard changes, adoption of HL7, and implementation of ICD-10. We are designing and evolving our systems and data capabilities to ensure that we not only can assist our clients with these changes, but can be a voice of advocacy for our clients to shape the changes that will come.

No longer is it sufficient to be just a billing company. To truly add value, Intermedix goes beyond being the best billing company in emergency care. Our scale, the number of clients we serve, the number of patient transactions we process, our access to capital, our talented, tech-savvy executive team, our dedicated technologists all enable us to be a trusted business advisor who will provide tools, technology and data to its clients to help them to succeed.

- **Detail your experience interfacing with third-party patient care reporting systems – specifically the ImageTrend software.**

We have ePCR interfaces in place for most of our clients, representing 19 different ePCR solutions. Of these, **six are currently with ImageTrend customers.** Intermedix understands the requirement that this interface run smoothly and efficiently, and as Madison serves as the catalyst to expedite this relationship, we commit that our IT staff of more than 40 individuals has the expertise and experience needed for this endeavor.

Our experience indicates that all ePCR interfaces are unique. We will confer with Madison to provide the department a full analysis of the steps that are required to successfully access the ePCR data. We will put the necessary time and focus on this important project to exceed Madison's expectations.

- **Discuss information required for bill processing and the extent of assistance required from Madison staff.**

We will need Madison's assistance to ensure that we receive patient encounter information on a timely basis and in sufficient detail to support diagnosis and procedure coding. The patient demographic information necessary for accurate patient identification and bill processing includes name, address, social security number, date of birth, and telephone number. Where possible, patient health insurance, auto insurance, or other insurance information is also helpful.

Intermedix understands that is our role and responsibility to capture all necessary data in order to effectively and efficiently provide our billing services, however we submit to the City that to the extent we can have regular interaction with someone there in the City in order to communicate needs for specific claims or even larger items requiring internal follow up in the City, the better the results will be and the quicker the cash flow to the City.

- **Discuss your approach to aged accounts including steps used for follow-up.**

Once payments are received and posted, the account is worked on several fronts with the goal of resolving accounts to a zero balance. During this stage, payments are reviewed, secondary payers are billed for supplemental payment, refunds are processed, and aged accounts receivables are pursued.

Each payment received from a third party, including Medicare and Medicaid, is reviewed to ensure accurate reimbursement. If a "short pay" exists, the account is noted for exception processing, which triggers an appeal to the carrier for payment.

Intermedix staffing levels and experience with follow up on short pays/non-payments are a persistent advantage. We identify patterns and proactively involve our EMS Compliance Officer to work directly with the carrier to get them resolved. Once payment is received and a secondary payer is identified, claims are submitted according to the following procedures (also previously addressed on page 18):

- Medicare crossover claims are automatically sent to the secondary insurer and process them accordingly. This fully automated process allows us to hold the claim pending the receipt of payment from the secondary insurer. In those cases where we have secondary (MediGap) on file but Medicare has not crossed-over the information to the payer, our system will file a claim with the secondary insurer immediately upon receipt of Medicare's Electronic Remittance Advice.
- Experienced Payment Posters utilize our IMX Billing System's payment posting application to apply payments received via electronic means and via paper. They review all accounts for payment accuracy and completeness.

When a partial payment is received into our system, our Auto Payment Poster application posts the primary payment and forwards the claim to the secondary payer. The system records every action taken on a claim so that our posting staff can view the drilldown for each transaction.

- After receiving and posting the secondary payment, we close the account if the balance has been satisfied. If the account is not paid in full, we continue to send statements requesting payment for the balance that remains due.

- **The City prefers the Proposer handle all collection activity including credit bureau reporting and tax intercept filing. Discuss your experience in the delinquent account collection process and whether licensed in the State of Wisconsin. Madison may also entertain transfer of delinquent accounts to a third-party collection agency.**

After exhausting all efforts to resolve account balances, including sending a final pre-collection letter to the individual or insurance company requesting final payment, accounts will be sent back to Madison or the designated collection agency per Madison's choosing.

Intermedix is not a collections agency, as such, we do not maintain a state license in that regard. In our approach to collections, we do not use "hard collection" techniques. We believe it can be a conflict of interest to have a billing provider that is also a Collection Agency due to the variance in cost structures, and the inherent incentive to collect at a higher rate later in the process. Because collection agencies are billing delinquent accounts and billing in the first-party, the following issues come into play:

- Collection agencies tend to charge significantly higher rates than billing companies. That said, the same agency that could not find the information necessary to perform and complete billing services at the lower fee rate may be able to find this information later in the process, while charging a higher rate. This presents a conflict of interest and could create inconsistency and doubt in a client-provider relationship.
- Because the collection agency bills in their own name and not that of the municipal agency, there is a tendency to be less patient-friendly and more concerned with payment. Companies could lose credibility with your patients when it becomes known that this is the same company performing both functions.
- Finally, having a separate billing company and delinquent accounts collection company promotes inherent checks and balances system.

The billing company wants to send as little as possible to the collection agencies while the collections agency wants to show how effective they are in collecting money delinquent monies, so in effect, Madison has a built in checks and balances system working on your behalf from the perspective of both vendors. Having one vendor provide both services also causes this to be removed from the equation.

Intermedix does work with independent Collection Agencies to perform the important role in collection effort and we are prepared to recommend an independent agency that has proven success with the State's TRIP program. We will integrate with Madison's preferred vendor as we have with many of our clients. In summary, Intermedix does not have a single client that has asked us to provide both services, recognizing some or all of these factors.

We trust this demonstrates our thought process as to why we have chosen not to provide both services. Because we are not a collection agency, we rely on the collection agency utilized to perform credit bureau reporting. We do, however, use skip trace techniques to locate transient and difficult to locate patients. And again to reiterate this important piece of information, we do have experience with working with the State through the TRIP (tax intercept program).

- **Describe your compliance program and how the program meets or exceeds the requirements of CMS, HIPPA, identity theft and account collection regulations.**

Intermedix has had an active compliance program in place since 1998 when the Office of the Inspector General (OIG) first presented the voluntary Compliance Program Guidance for Third-Party Medical Billing Companies. We certify that the Intermedix Compliance Program is compliant with the intent and activities included in the U.S. OIG Compliance Program Guidance for Third Party Medical Billing Companies established on December 18, 1998.

CMS COMPLIANCE

We have a great deal of experience with Medicare and Medicaid billing and regulations, which includes expertise with CMS policies and procedures, including the very important Medicare Patient Signature rule affecting EMS transport submission and payment. Furthermore, we understand Medicaid and Medicare allowables for base charges (not supplies or other line item charges), and patient responsibilities for Medicare claims to include assigning secondary payment for Medicare claims to additional insurance or self-pay status.

Intermedix has spent significant time and effort on behalf of our clients and the EMS industry as a whole to influence national, state, county, and payer changes. For example, we have met with CMS Medicare Officials at Baltimore Headquarters representing one of our clients with respect to our contract in an attempt to receive relief to the new Medicare regulations related to patient signature requirements prior to claim submission.

This was done in response to significant delays in claim payments resulting from current Medicare regulations and EMS field system limitations. Additional accomplishments for our clients include representation in a successful Medicare Fair Hearing resulting in return of Medicare refunds in excess of \$126,000 for one client alone, and over \$1 million for our clients overall. Because of the breadth of client volume represented across our customer base, Intermedix can become highly engaged with CMS on behalf of our clients when the issue warrants such involvement.

HIPAA COMPLIANCE

HIPAA privacy and security is considered an integral part of the Intermedix compliance training program, and is included in each training session provided to employees and contractors. Each member of the Intermedix workforce receives a half-day compliance training session within the first 30 days of employment (or contract). Approximately 40% of the time spent during the new hire sessions focuses on confidentiality of information and HIPAA (PHI) privacy and security.

New hire compliance training sessions are conducted monthly by the Intermedix Chief Compliance Officer. These sessions are broadcast via telephone conference and WebEx. This format allows us to help ensure that our team members and contractors hear the same message from a member of senior leadership who is a subject matter expert on privacy and security issues, and allows for questions and conversations about the material when it is presented. Our consolidated enterprise-wide compliance training ensures consistent messaging throughout the organization.

Attendance for compliance training is managed by the Enterprise Compliance Office. A database of Intermedix employees pulled from the payroll system is used to determine required participants for new hire training, and to track attendance dates for mandatory compliance training. Written certifications of attendance at new hire and annual compliance training are required from participants. These written certification forms are maintained in the Enterprise Compliance Office. Intermedix has a policy requiring new members of the workforce and contractors to complete the mandatory compliance and HIPAA training within the first 30 days.

If an employee or contractor cannot complete the training on the first scheduled session, they must receive approval from their supervisor and the Enterprise Compliance Office to continue working, and they may be limited in the types of work they can do, or a 100% review is put in place.

Annual compliance refresher training is conducted once a year for all members of the workforce and contractors. HIPAA privacy and security training is included in each year's sessions. These live sessions are conducted by the Intermedix Compliance Officers, and are given on location at our various offices, with WebEx and teleconference connections available for remote employees or make-up sessions.

Our compliance program is complete with documented policies and procedures regarding safeguarding confidential information, breach notification, PHI use and disclosure, as well as additional policies and procedures regarding data security, covering such topics as laptop security, virus management, physical security, file encryption, etc. We will be happy to share any and all of these policies with Madison on a confidential basis.

After being scanned, all paper documents are retained for six months, and are discarded in secured shredding bins for further disposal. Through a business associates agreement administered by our Compliance Department, we have subcontracted with a professional and licensed shredding company that is National Association of Information Destruction (NAID) certified to properly discard all patient and proprietary information.

ACCOUNT COLLECTION REGULATIONS

At Intermedix, we follow the intent of the Fair Debt Collections Practices act to ensure that abusive collection practices do not occur, but are not bound by the law.

- **Describe your efforts to establish and maintain a system of internal controls. Please include the most recent SSAE 16 report. Further, discuss your experience and timeliness working with a municipal client audit firm's request for information/documentation.**

QUALITY ASSURANCE – INTERNAL AUDITS

We help ensure quality through a series of audits, checks, and balances performed in the Compliance/Quality Control Department. The team utilizes a two-pronged approach to quality assurance and improvement. First, the Coding Quality and Training program is focused on ensuring that transports are coded in accordance with all Federal, State, and Local rules, regulations, and laws. Each month, an audit is performed on each coder in the organization. The audit is focused on ensuring that the coders maintain a minimum government standard of 95% accuracy.

Secondly, Intermedix has a Process Quality Assurance and Control Point Auditing program. The purpose of this program is to ensure that all of our processes – from Data Gathering to Accounts Receivable – are running as designed. For example, billing cycle times are monitored and reported to executive management at both the consolidated, office, and client levels.

All employees receive compliance education, standards of conduct training, and HIPAA privacy requirements overview upon hire, and receive ongoing training throughout their employment. As we continue to expand our operations, we have had the opportunity to evaluate the operating procedures of other ambulance billing companies, through many potential acquisition conversations. As such, we can confidently say that Intermedix has a unique focus on compliance.

QUALITY ASSURANCE – EXTERNAL AUDITS

In early 2010, the Intermedix Corporate Compliance and Policy Committee (CCPC) requested an external audit of 100 Medicare claims with 2010 dates of service that were audited by our Compliance Audit Team. This approach was adopted to provide insight into our coding quality, as well as the effectiveness of our compliance audit process. To this end, we contracted an external auditor who randomly selected 100 Medicare transport claims that were coded by the EMS Coding Department, and audited by the Compliance Audit Department in first quarter 2010.

Prior to 2011, Intermedix provided an annual audit by an independent auditing firm to achieve and maintain SAS 70 Type II compliance, which evaluates a series of objectives within the company. Recently, our company has gone even further in our commitment to quality, by completing the SSAE 16 audit. SSAE 16 (Statements on Standards for Attestation Engagements No. 16) is the next generation of AICPA auditing standards for reporting on controls at service organizations (including datacenters) in the United States.

SSAE 16 goes beyond SAS 70 by requiring the auditor to obtain a written assertion from management regarding the design and operating effectiveness of the controls being reviewed. SSAE 16 also provides better alignment with the international audit standard ISAE 3402. We have provided a copy of our SSAE 16 report as Attachment C. And as a final external audit note, KPMG performs an annual audit for Intermedix, and as a result, submits financial statements that can be reviewed upon request.

We will maintain Madison's payment records for the required duration (typically seven years), either in the original electronic format, or via a scanned copy created from all paper-based payment records. We will provide all records upon request for inspection, review, or audit by local, federal, state, or other duly authorized personnel to support Madison audit activities.

- **Discuss your organization's specific abilities to provide fire-based emergency billing services including detail of the billing system and processes. Please indicate whether the software used is proprietary or third-party.**

Intermedix affirms our capability to meet this requirement. Please see the detailed description of our Fire service billing process that we have provided in Chapter 7.

Discuss your organization's specific abilities to consult with the City regarding fire-based emergency billing services operations, make recommendations and train department staff for efficiency and potential increases in collection percentage and revenue.

It is our desire to serve as the City's hired "subject matter experts" in all areas of the billing process, including setting fees to match industry norms. Intermedix will proactively monitor regional and national fees to provide guidance to Madison. We understand that the cost of fire billing is related to the cost of preparedness plus the cost of response.

Furthermore, the cost of bad debt is immense on an agency because of the effect of "adverse selection" – those who lack insurance coverage and the ability to pay are more likely to call 911 compared to those with the ability to pay. We believe that agencies should aim to collect at a level that allows them to reasonably cover the costs of providing care. One example we have seen is that the amount charged becomes important when assessing the revenue able to be recovered by the City for its services. We can provide updates and guidance on setting of fees in accordance with the City's wishes.

Our unprecedented experience and deep national footprint will be helpful in terms of maximizing the revenue collected on your behalf within the insurance coverage that most people carry without placing an undue burden on taxpayers. Intermedix provides documentation and training for our clients at no extra charge and commensurate to the needs and requirements of the client.

We propose to conduct regular, on-site performance reviews with the City to identify any opportunities in your billing program and to develop follow-up training to address those opportunities where appropriate. A detailed training plan will be determined during the implementation phase following award of the contract.

Finally, an area that the Madison Fire Department has not yet availed themselves to is the revenue potential that can come via the billing of non-transports, often referred to as patient refusals. While this is not necessarily a large financial upside to the City, done properly and if Madison is interested in this opportunity, two benefits occur. First off and as said, there is some revenue upside.

In Milwaukee, they have separate BLS and ALS non-transport fees, and in Wauwatosa, they have an ALS non-transport fee in place. From the payer side, the Medicare and Medicaid HMO's are paying out \$69 on these claims, and privates like Aetna, Humana and UCH are paying 100% of these claims.

From a "defensive posture", the other side of non-transports is that by putting a fee in place, those Madison units that are taken out of service unnecessarily may be in a better position when repetitive patients are calling for "free services" and realize that if they are going to call, they may have some level of financial responsibility for taking the vehicle out of service.

Chapter 7 – Service Requirements

Provide a response to each of the following service requirements. Indicate whether or not you can meet the requirement and, wherever possible, elaborate on your response. Limit your response to ten pages.

Billing Services

- **Proposer shall be capable of interface with ImageTrend patient care reporting system.**

Intermedix affirms our capability to meet this requirement.

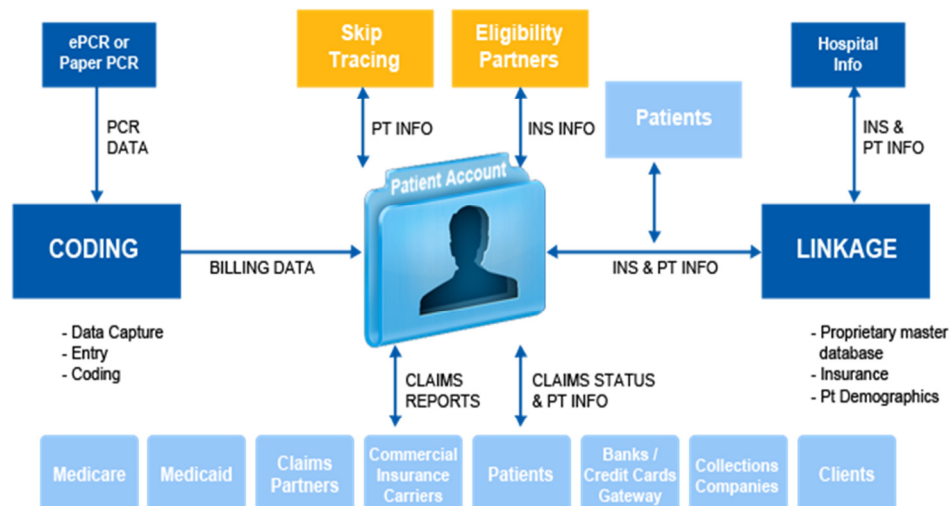
- **Proposer shall provide system capable of managing and processing patient accounts, charges, responsible party, invoices and claims, receipts, account disposition and comments with all related documentation and correspondence. Proposer shall provide Madison with secure online access to view and audit these records.**

Intermedix affirms our capability to meet these requirements. Once Madison's information is entered into the IMX system the information becomes available to authorized users. Seconds after the run report enters our system, the account is generated and the statistics concerning that call have been added to the various reports available throughout the system. In addition to management reports, the client also has secure online access to ALL clinical documentation sent to Intermedix as well as supporting data scanned and indexed for each individual encounter.

- **Proposer is solely responsible for all data entry, verification and follow-up of patient information. Proposer shall utilize available resources and databases to obtain patient billing and insurance information. All software used, including upgrades and maintenance shall be provided at the Proposer's expense.**

Intermedix affirms our capability to meet this requirement. Because sending out a clean claim the first time means a shorter revenue cycle for Madison, we send every account through a data gathering and verification process prior to initial invoicing. We perform numerous data quality and integrity checks from demographic data elements (incomplete addresses, non-conforming social security numbers and date-of-birth information) to level of service coding, diagnosis coding, and medical necessity coding based on dispatch, assessment, narrative or treatment data.

This provides workflow controls that ensure faster "clean" claim generation, resulting in fewer denials. The majority of accounts receive patient demographic or insurance information within the first week after PCR creation due largely to the tools and techniques that are utilized in our front end processes. A number of systems and tools are utilized in the front end process as depicted in the diagram below:



This intense operational focus on front-end processes with the primary goal of obtaining patient demographic and insurance information wherever it exists has led to exceptional financial results as well as reduced patient-related issues. We use many layers of technology and processes to locate patient information from receiving facilities, insurance databases, transport records, skip tracing resources, and patient phone calls.

SKIP-TRACING AND ELIGIBILITY

Each patient account is sent through a series of eligibility transactions to retrieve all appropriate insurance information. The most frequently used resources are Medicare (CareBridge), Medicaid, and cascading insurance eligibility clearinghouses like Emdeon and ZirMed. Many times we are not only missing insurance information but patient demographics are incomplete as well.

If the patient demographic information is not found during the initial search of our databases, we utilize Accurint to perform skip tracing. Eligibility and skip tracing activities are completed with a quantitatively defined confidence that the data returned belongs to the patient in our system, and reviewed by our Data Gathering Specialists.

PROPRIETARY MASTER DATABASE

In addition, we have developed a master database application within our proprietary IMX Billing System for internal eligibility sweeps. Our database runs each account against EVERY EMS patient in our IMX database, ALL hospital data, ALL prior patient linkage, AND ALL patient information maintained by our Emergency Department Division's billing database – over 21 million records. This proprietary linkage database is a clear differentiator that only Intermedix has to offer, the result of which is improved collections and/or cash flow timing.

- **Proposer shall be able to prepare ambulance transport invoices according to the rates established by Madison, guidelines and procedures established by the Proposer and Madison, within all applicable laws and regulations including those for Medicare and Medicaid Services (CMS).**

Intermedix affirms our capability to meet this requirement.

- **Proposer shall be able to include supply charges on ambulance transport invoices should Madison change its policy in the future.**

Intermedix affirms our capability to meet this requirement.

- **Proposer shall be able to prepare ambulance non-transport invoices according to the rates established by Madison, guidelines and procedures established by the Proposer and Madison, within all applicable laws and regulations including those for Medicare and Medicaid Services (CMS) should Madison change its policy in the future.**

Intermedix affirms our capability to meet this requirement.

- **The expectation of Madison is that the initial invoices will be processed within five (5) business days of patient care report completion.**

Intermedix affirms our capability to meet this requirement. As soon as the necessary patient demographic and insurance information is obtained and the account is updated, a claim will be sent out. This typically occurs between 24 hours of receipt and 14 days of account creation. Accounts can often be sent within 24 hours of PCR receipt when they contain correct patient demographic and insurance information.

If a run report does not have complete information, our front-end processes can take up to 14 days to locate valid insurance and demographic information, depending on the complexity of the account. We prefer to spend this valuable time locating proper insurance information at the beginning of the process, rather than sending incomplete claims that will ultimately be denied.

- **Proposer shall provide timely review of claims to verify completeness, accuracy and compliance.**

Intermedix affirms our capability to meet this requirement.

- **Proposer to be responsible for all required patient disclosure requirements.**

Intermedix affirms our capability to meet this requirement.

- **Proposer shall have the ability to forward all invoices and claims to the responsible party. Proposer must be currently filing Medicare and Medicaid claims electronically via the National Standard Format. All invoice and claim processing costs shall be provided at the Proposer's expense.**

Intermedix affirms our capability to meet this requirement. Intermedix is currently submitting electronic claims to Medicare and Medicaid in the standard ANSI format. For Madison, we will receive electronic remittance advice from both governmental payers on your behalf and have it automatically deposited into your bank account. Following is a step-by-step explanation of our Medicare and Medicaid billing process:

- Madison EMS transports a patient and sends documentation to us regarding the patient demographics and insurance (when available) and the medical details of the call, from dispatch conditions, to on-scene conditions, to assessments and treatments provided, etc.
- We code the claim, find or verify patient insurance information, and if we find that the patient is a Medicare qualified patient with a valid Medicare number, we electronically bill Medicare. If we don't have valid Medicare information for the patient but realize that they are 65 or older and may have Medicare coverage, we will use our processes including telephone calls to find the insurance coverage.
- Once complete information has been received, claims are electronically submitted within one day.
- After we bill Medicare and assuming the claim is a "clean claim" (coded properly and assigned to the correct Medicare recipient with all the necessary demographic information on the claim), we will receive an electronic payment remittance from Medicare, normally between 14 and 21 days from the receipt of the claim by Medicare. Medicaid payments are normally received within 30 days from filing.
- After receiving payment from Medicare, we then bill the remaining 20% either to the patient or to the patient's secondary insurance provider, if they have secondary insurance to cover outstanding balances. In all cases, we use the MediGap program to its maximum extent in billing the secondary in as timely a manner as possible.

After receiving and posting the secondary payment, we close the account. If there has been overpayment by either the patient or the secondary insurer, we will send a file and the back-up to Madison to issue any necessary refund checks to the appropriate party. If the account is not paid in full, we continue to send statements to the patient, requesting payment in full for the balance that remains due.

Collection Services

- **Receipts shall be posted to patient accounts within one business day.**

As mentioned above, accounts can often be sent within 24 hours of PCR receipt when they contain correct patient demographic and insurance information.

- **Receipts shall be collected by the Proposer and disbursed to Madison on a weekly basis by electronic funds transfer or wire. A deposit report shall be available online showing who paid, the amount paid and patient account where payment was applied.**

Intermedix affirms our capability to meet this requirement.

- **Proposer shall provide all account maintenance and follow-up which may including researching denials, processing appeals, claim re-submission, invoice balance due, secondary insurance claims, required write-off and refund processing.**

Intermedix affirms our capability to meet this requirement.

- **Proposer shall implement and follow Madison's waiver and installment programs.**

Intermedix affirms our capability to meet this requirement.

- **Proposer shall accept MasterCard and Visa credit cards as payment for services.**

Intermedix affirms our capability to meet this requirement. We have established processes and tools to receive payments via several mediums including but not limited to EFTs, ERAs, checks, and credit card payments.

- **Proposer shall perform delinquent account collection services or facilitate transfer of accounts to a third-party collection agency.**

Intermedix does work with independent Collection Agencies to perform the important role in collection efforts, and can recommend an independent agency. If the City is interested, we submit for your consideration the use of Credit Management Control, Inc. (CMC) a registered, reputable Collection Agency. Intermedix recommends CMC for providing additional collection activities for our customers once we have exhausted our efforts and returned accounts based on their experience in the State of Wisconsin and with the TRIP program. The City may already possess this knowledge, but for the sake of providing the details of how Intermedix would interface with CMC, those details are as follows:

1. CMC would receive a secure file directly from Intermedix each month. A listing of these accounts can go to Madison prior to sending to CMC for your review and approval, or we can send directly.
2. For the first six (6) days, CMC manually reviews/scrubs the accounts looking for qualifying/updated data such as SSN, DOB, etc. that may be missing.
3. CMC will forward an initial "Collection Notice" letter to the patient.
4. The account will be worked for 30 days (letter, phone calls, skip-tracing, etc.)
5. After 30 days the account will be sent to the City's Department of Revenue.
6. Notification of acceptance or denial is sent from Dept. of Revenue to CMC
 - a. If accepted, an "Intent to Certify Debt" notice is sent to the patient
 - b. If denied, the DOR lists the reason for denial and CMC will attempt to correct the data and resubmit

Before the Department of Revenue sends the refund to the patient, a letter/notice is sent to the patient notifying them of the deduction (TRIP) and will list CMC as the contact should the patient should have any questions.

Reporting Services

- **Proposer shall provide Madison online secure access to reports. Madison shall have the ability to generate the following reports (at a minimum) in summary and detail and for a specified time period.**

- | | |
|---|---|
| 1. Invoiced report by responsible party | 6. Receivable aging report with disposition |
| 2. Deposit report | 7. Adjustments report by type |
| 3. Receipts by charge | 8. Write-off report by type |
| 4. Receipts by payer | 9. Raw data for statistical analysis |
| 5. Receivable by call month and/or year | |

Intermedix affirms our capability to meet this requirement. Intermedix is committed to providing Madison with the tools necessary to be constantly informed about financial and operational status through our powerful reporting solution.

These tools provide real-time access to all information entered into the IMX Billing System by Madison, and are available 24 hour per day seven days a week via the internet and our secure servers. We believe that your data should always remain YOUR DATA.

We provide “canned” month-end reports to all clients and have the enhanced ability to provide ad-hoc reporting. Users approved to run ad-hoc reports are granted the necessary user permissions that grant access to this feature.

The reporting interface contains skeleton reports that are highly configurable by using basic drag-and-drop skills without any knowledge of the database layout or query languages. Users can add filters, configure the output layouts, and export to various formats including Excel and PDF.

Every patient account, demographic resource, financial information, etc., is continuously available via any internet capable computer. All information is encrypted for security, and maintained and backed-up in multiple, geographically separate locations, utilizing the latest mirrored, multiple redundant systems available. Accounts collected, individual patient accounts, and financial statistics are all available in a dynamic, real-time format.

Madison owns its data, and Intermedix acts as the host and custodian of the municipal data. Only those individuals identified within Madison will be allowed access to the data. Access is provided 24/7/365 via any internet capable computer.

All Madison data is encrypted for security, and maintained and backed-up in multiple, geographically separate locations, utilizing the latest mirrored, multiple-redundant systems available. Accounts collected, individual patient accounts, call statistics, and financial statistics are all available in a dynamic, real-time format. We have provided a sample reporting package as Attachment D.

- **Proposer shall provide system and billing services capable of managing and processing responsible party accounts, charges, invoices and claims, receipts, account disposition and comments with all related documentation and correspondence for fire-based emergency services should the City decide to bill for these services in the future.**

Intermedix offers our Fire Rescue Billing (Revenue Rescue) division's expertise in response to this need. Revenue Rescue, LLC was created in early 2000, and over the course of their experience, they had perfected our processes with the goal of ensuring the highest possible recovery from the increasing costs of emergency response. They grew rapidly through word-of-mouth, and on the value delivered to each of their customers, establishing their firm as the nation's leading Fire-Rescue Billing provider.

In October 2007, Intermedix acquired Revenue Rescue. Through this acquisition, Intermedix-Revenue Rescue has cumulatively created an outstanding management team including world class financial accountability, information technology, and operational oversight. It is our focus on client return that allows us to offer what we believe is the best collection of dollars per incident of any Fire-Rescue Billing vendor. Through all of this growth, we have not forgotten our roots, and still faithfully serve our very first customer from back in 2000.

Today, Intermedix is the largest and most successful fire services cost recovery firm in the United States. We help more than 700 Fire Departments of various types and sizes recover funds on more than 10 million dollars in claims annually.

The Intermedix-Revenue Rescue approach uses web-based technology to greatly simplify the operational aspects for fire agencies to define their fee schedule (what and how they desire to charge), and to input incident data required to generate a valid set of charges (demographic data, services performed, quantities of expendables, and apparatus and personnel deployed). Our unique operational structure and processes provides agencies with valuable cost recovery collections.

While Intermedix can meet or exceed each of the specific requirements as detailed in this proposal we would like to draw your attention to a number of benefits that are unique to our offering:

Fire Billing with Intermedix

- Largest and most successful fire billing vendor processing fire billing since 2000, and accounts in excess of \$10 million annually.
- Our fire billing staff specializes in fire billing, not EMS transport billing, only fire billing.
- Our fire billing staff receives training monthly on topics including negotiation, fire service operations and terminology, conflict resolution and other areas that improve the effectiveness of our operations.
- Working system for electronic export from many common fire reporting systems that does not require you to alter your NFIRS reporting process.
- Unmatched financial backing and dependability.
- Transparency is key to accountability – we do not depend on shady, proprietary processes. Our process is completely documented, and you have the ability to alter any part of that process as it applies to your accounts. We believe that this is the only way that you can ensure that your vendor is living up to the highest ethical standards required of the City.
- Outstanding collections results resulting in what we believe to be the highest collection per incident in the industry, as illustrated by the table below which shows recent aggregate financial results:

TOS	AVG. PAYMENT / INCIDENT
FIRE	\$ 573.09
RESCUE	\$ 670.23
COLLISION	\$ 412.34
HAZMAT	\$ 1,487.31

Described below is our program methodology and best practice recommendations for a successful Fire & Rescue Billing operation, including detail of our proprietary billing software.

PHASE 1: RECEIPT OF REVENUE RECOVERY INFORMATION FORMS

Incident invoice information is documented in the field, and submitted to Intermedix on a scheduled basis for final billing resolution. Field documentation can be sent in a variety of formats including manual / hardcopy submission through fax or e-mail, data entry through our secure web interface, or through data extracts from your current Fire-RMS solution. *If the manual/hardcopy submission method is employed throughout the term of the contract, it will require a higher commission.*

We believe that we are the only vendor capable of delivering all of these data collection options, and provide these options for your convenience and ease of use. Specific methods and format of transmission will be established during the contracting process to ensure that incident information is received from the City efficiently and accurately.

While we request that the department gather as much incident information as possible, our system is capable of billing with as little as event location / time, driver's name, address, driver's license, and vehicle license plate. With sparse information, we often find the need to seek supplemental documentation through police reports or information requests to the driver. These added processes naturally cause delays in invoice generation.

With ten years of data, we know that an invoice generated more than 30 days from the incident date typically generates 26% less revenue. Knowing this, we strongly encourage your crews to gather as much information as possible at the scene in an effort to optimize your recovery. We also recommend coordination with the police department to obtain police reports where necessary. We will work with the City to develop the optimal methods and types of data collection that will ensure the best possible financial rewards, while reducing the burden on field staff.

PHASE 2: THE BILLING PROCESS

Billing the Payer

As soon as the requisite demographic and insurance information is obtained and the account is updated, a claim will be sent out. Once a claim has been submitted, our Customer Support Team members will produce letters, make phone calls, and perform any necessary follow-up on behalf of the City to ensure that maximum revenue is achieved for each incident with the least risk.

We use some of the most advanced technology, including interfaces to multiple public databases, as well as an advanced skip-tracing system to fill in any missing incident or demographic information. We can also cross-reference with a client's EMS billing accounts to share data both ways. *We would anticipate this could have a tangible upside on several levels, perhaps most significantly on dollars collected for ambulance transports on incidents involving insured motor vehicles.*

Invoices and letters will be submitted to the insurer in the City's name, and can include language specified by the City. Intermedix offers an encrypted, web-based form with which your personnel can submit incidents to begin the recovery process.

The department would also have the ability to review incidents submitted via this method, and approve or reject the submitted incident before the recovery process begins. This will allow the City to ensure that only those incidents for which you would like to begin the recovery process actually reaches your Cost Recovery Team.

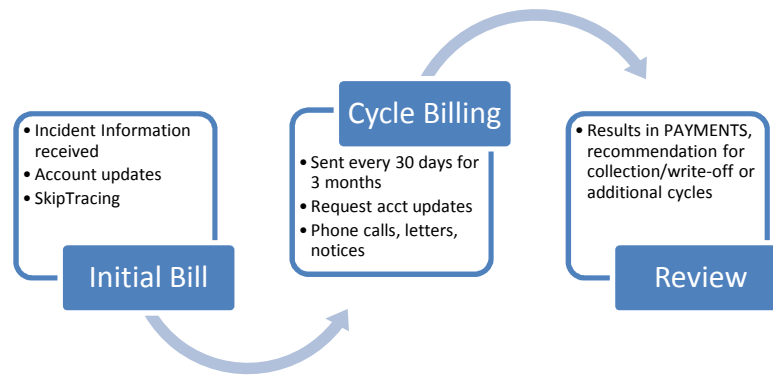
Each submitted incident receives a unique identification number that confirms receipt of that incident information. Each involvement in an incident is treated as a separate account. However, each account on an incident is linked together at the incident level. Intermedix offers an extensive reporting and account overview capability within our web-based recovery application. As such, your data is available to you on-demand, and can be accessed in an extremely flexible manner.

Intermedix offers training on our systems and reporting capabilities as part of the implementation process. After the implementation process is completed, we are available to provide continuing assistance with questions, and with developing custom reports in our reporting application.

Our billing process is fully documented, and our computer system is configured to ensure that every incident submitted is followed through to its resolution in the most efficient manner. This process often includes address verification and normalization, as well as automated cross-referencing of data to public data sources. Our goal with every claim is to locate the most accurate information, generate a clean claim, and submit to the appropriate payer as quickly as possible.

Cycle Billing

Intermedix' experience in the billing and collections services industry has brought our Operations Teams a real understanding that while billing cycle ordinances tend to vary from agency to agency, best practices have emerged for billing cycle implementation that yield maximum revenue recovery for our Clients. Therefore, within our normal processing environment, best practices call for re-billing every 30 days for at least three months.



While we have described our recommended billing cycle above based on our vast industry experience, we have also implemented specific billing cycles for many of our clients. Therefore, if the City prefers to establish a unique billing cycle, we can easily and efficiently implement it on the City's behalf.

PHASE 3: PAYER PAYMENT RECONCILIATION

Payment Handling

Payments can be received by Intermedix in a variety of ways, depending on your specific needs. We operate a "deposit only" lockbox to receive payments on behalf of clients. Only bank personnel handle any FD monies. Once per 30 day accounting period, Intermedix issues one check to the FD or City, comprising the aggregate payments of the prior accounting period, minus our commission, and it is accompanied by all of the corroborative documentation, such as aging and transaction reports.

Alternatively, should the City prefer, all payments be sent to a lockbox located at the financial institution of the City's choosing. Some clients prefer to have all receipts sent directly to the bank in order to eliminate human interaction and the opportunity for human error, but most importantly so that you are able to access revenue as soon as claims are paid. The City would need to provide Intermedix with "view only" access to the lockbox payment images for proper accounting.

Regardless of the method of payment handling, it is our commitment to process all payments in a secure and timely fashion. Upon receipt of payment documentation, which typically occurs 24 hours after deposit date, payments are posted to the appropriate account and reconciled to the bank deposit by our Payment Posters.

All payment receipts are made available to the City through our online reporting. Intermedix provides the City with access to the daily deposit information as part of the reports feature under your online administrative account. With this capability, you are able to monitor all payment activity and revenue progression throughout the month.

PHASE 4: REPORTING

Intermedix is committed to providing the City with the tools to be constantly informed about its financial status and operations through our flexible reporting solution. Our website also boasts robust client-driven custom report capabilities that we continue to evolve based on feedback from our customers.

The reporting tools provide Administrative access to ***all information entered into the Intermedix system by the City, and are available 24 hours per day, seven days a week via the internet and our secure servers.*** It is through the availability of these tools that each client is able to monitor financial progress and proactively address any changes in the industry as early as possible.

PHASE 5: ADVANCED COLLECTIONS

After exhausting all efforts to resolve account balances, including sending a final pre-collection letter to the individual or insurance company requesting final payment, accounts will be sent back to the City or the designated collection agency per the City's choosing. Intermedix is not a collections company and does not use "hard collection" techniques in its approach.

We believe it can be a conflict of interest to have a billing provider that is also a Collection Agency due to the variance in cost structures, and the inherent incentive to collect at a higher rate later in the process. Depending on the City's preference and collections policy, we are open to working with your preferred collections agency or recommending collections agencies to the City.

Chapter 8 – Financial Resources

- **Provide evidence of your financial stability and sufficient financial resources to complete a project of this scope.**

Our company is consistently profitable. Intermedix maintains a strong balance sheet, excellent cash flows, and the backing of credible financial sponsors. Intermedix understands the importance of the revenue stream coming from EMS transports to The City of Madison and we submit that the financial strength and viability of the company Madison selects is an important factor in managing any possible future risks, and possessing the current ability to make investments into technology and processes in order to optimize results for Madison. Following is a list of references for the purpose of confirming our financial backing:

Company Name and Contact Person	Address	Phone Number & E-mail Address
Bank of America David Batson	700 Louisiana St., 7 th Floor Houston, TX 77002	713-247-7201 david.batson@bankofamerica.com
GE Healthcare Financial Services Jonathan Ruschhaupt	500 West Monroe St. Chicago, IL 60661	312-441-7601 jonathan.ruschhaupt@ge.com

Given the significant financial return to be realized by this contract, we believe that knowing you have contracted your billing service to a well-financed and stable company is an important factor, particularly given the changing face of our economy in the United States. Our Company undergoes yearly financial audits, and we have provided a copy of our audited financial statement confidentially for your review as Attachment E.

- **Are there any anticipated changes of ownership or control of your company?**

At this time, there are no anticipated changes of ownership or control of our company.

Chapter 9 – Disclosure of Contract Failures and Litigation

- **Disclose any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves your firm or in which your firm has been judged guilty or liable, or which may affect the performance of the services to be rendered herein, in which your firm, any of its employees, subcontractors, or sub consultants is or has been involved in within the last three (3) years.**

Intermedix does not have any significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves our firm or in which our firm has been judged guilty or liable, or which may affect the performance of the services to be rendered herein, in which our firm, any of our employees, subcontractors, or sub consultants is or has been involved in within the last three (3) years.

- **Indicate if your company has ever failed to complete any work awarded to it. If it has, please indicate the date, where and why.**

Intermedix has never failed to complete any work that has been awarded to our company. We have made the difficult decision in one case to resign from a contract based on the need to protect our company interests and reputation, and we signed a mutual agreement with this particular client indicating that we would remain silent on the issue

Chapter 10 – Contract, Terms and Conditions, and Sample Agreements

Term of Contract

The contract term shall be from January 1, 2013 through December 31, 2015.

Understood and agreed.

Renewal of Contract

This contract may be renewed by Madison for two (2) consecutive one year periods under the terms and conditions of the original contract. The percentage fee will remain the same for each renewal period. Upon determination by Madison to renew this contract for an additional term, written notification will be provided to the Proposer.

Understood and agreed.

Contract Terms and Conditions

Appendix B is a sample Contract for Purchase of Services that must be used for all services procured by Madison. It is based upon Madison of Madison's contracting policies and procedures, required by Madison ordinance and mayoral directives.

In Chapter Ten, include an acceptance of and any exceptions to Appendices B. Proposers are responsible for reviewing and becoming familiar with Appendices B prior to submission of their proposal. Each Proposer responding to this RFP must include a positive statement that they understand and accept Appendices B. Proposers may submit exceptions to these clauses in Chapter Ten and suggest alternative terms. By submitting both an acceptance and exceptions you are agreeing to Madison's terms, besides those you take exception to. By receiving such proposal or awarding the project Madison does not indicate agreement to any alternative contract terms.

Intermedix has reviewed the sample Contract for Purchase of Services in Appendix B, and takes no exceptions to the clauses as stated. We understand and accept Appendices B. However, if selected, Intermedix would request that Madison be open to negotiation discussions around the items below. This is not noted as a formal Exception, but a request with reasons for the particular comments.

Appendix B, Contract, Section 28: In the best interest of Madison and the patients of surrounding areas, Intermedix suggests Madison choose to avail themselves of the use of our Master Database. Intermedix encourages the use of our HIPAA protected insurance database, allowing the search of patient information within our billing practices.

Currently, we are appropriately and legally utilizing the data from hundreds of clients across the country and believe the inhibition of this practice restricts the benefits offer to Madison. We believe Section 28 may be such an inhibition, although unintended by the City, and we raise it as an important point to gain approval by the City to utilize in the locating of patient demographic and insurance information.

Please submit samples of any agreement(s) you would ask Madison to sign as a condition of service. By receiving any sample agreements with a proposal or awarding the project, Madison does not indicate agreement to any of the terms of such sample agreements.

We have provided a sample contract as Attachment F for Madison's review.

The RFP, all of its specifications and the Proposer's responses to them may, at Madison's discretion, be incorporated into any contract(s) resulting from this RFP. All representations made in the proposal will be binding upon the Proposer at Madison's option. Madison reserves the right to negotiate any and all terms and conditions as Madison deems necessary.

Understood and agreed.

Chapter 12 – Designation of Confidential & Proprietary Information

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a “trade secret” – defined in State of Wisconsin Statutes – may be held confidential. Proposers shall seal, in Chapter Twelve all information they deem to be “trade secrets,” as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information contained in Chapter Twelve elsewhere in your response. Make reference to Chapter Twelve when citing confidential information in other Chapters of your response. Refer to Section 1.15 for additional information on Public Records.

We have not deemed any submitted information as trade secrets.

Attachments

- A Key Selection Committee Decision Points
- B Billing Process Description and Technology Diagram
- C SSAE 16 Report
- D Sample Reports
- E Audited Financial Statement
- F Sample Contract

RFP #8225-0-2012/CF Ambulance Billing and Collection Services

Due Date: 7/26/2012 2:00 PM

FORM A: SIGNATURE AFFIDAVIT

Note: This form must be returned with your bid response.

In signing this bid, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid, that this bid has been independently arrived at, without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Bid, declares that the attached bid and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Bidders shall provide the information requested below. Include the legal name of the Bidders and signature of the person(s) legally authorized to bind the Bidders to a contract.

X 

Signature Brad Williams - Chief Accounting Officer

Advanced Data Processing, Inc. DBA Intermedix

Sign and Print Name Above.

Note: This form must be returned with your bid response.

Bid Invalid without signature.

RFP #8225-0-2012/CF Ambulance Billing and Collection Services

Due Date: 7/26/2012 2:00 PM

FORM B: RECEIPT OF FORMS AND SUBMITTAL CHECKLIST

Note: This form must be returned with your bid response.

The Bidder hereby acknowledges the receipt and/or submittal of the following forms:

Note: This form must be returned with your bid response.

Submittals: Check to confirm that these items are being returned to the City.

Receipt: Check to confirm that these Forms were included in the bid packet received from the City.

<u>Forms List</u>	<u>Initial to Acknowledge Submittal</u>	<u>Initial to Acknowledge Receipt</u>
Section 1. Notice to Proposer		☒
Section 2. Background Information		☒
Section 3. Instructions for Submitting Bids		☒
Section 4. Required Information and Content of Bids	☒	☒
Form A: Signature Affidavit	☒	☒
Form B: Receipt of Forms and Submittal Checklist	☒	☒
Form C: Vendor Profile	☒	☒
Form D: Cost Proposal	☒	☒
Appendix A: Standard Terms & Conditions		☒
Appendix B: Sample – Contract for Purchase of Services		☒
Addendum # <u>1</u>		☒
Addendum # <u>2</u>		☒
Addendum # <u>3</u>		☒

RFP #8225-0-2012/CF Ambulance Billing and Collection Services

Due Date: 7/26/2012 2:00 PM

FORM C: VENDOR PROFILE

Company Information

Company Name Advanced Data Processing, Inc. DBA Intermedix			
FEIN: 223875190		(If FEIN is not applicable, SSN collected upon award)	
Contact Name Kristin Steele		Title Director of Business Development	
Telephone (972) 719-4209		Fax (954) 308-8725	
Email kristin.steele@intermedix.com			
Address 6451 N. Federal Hwy., Ste. 1000		City Ft. Lauderdale	State FL
		Zip 33308	

Affirmative Action Contact

Contact Name Maria Catania		Title Human Resources Director	
Telephone (305) 459-0662		Fax (305) 421-0931	
Email maria.catania@intermedix.com			
Address 500 NW 165th St., Suite 104		City Miami	State FL
		Zip 33169	

Orders/Billing Contact

Contact Name Wendy Silver		Title Controller	
Telephone (954) 308-8700		Fax (954) 308-8725	
Email wendy.silver@intermedix.com			
Address 6451 N. Federal Hwy., Ste. 1000		City Ft. Lauderdale	State FL
		Zip 33308	

Local Vendor Status

(Check only one)

- ☐ Yes, we are a local vendor **and** have registered on the City of Madison website under the following category:
- ☒ No, we are not a local vendor or have not registered.

<http://www.cityofmadison.com/business/localPurchasing/index.cfm>

Note: This form must be returned with your bid response.

Makes sure to use your complete, legal company name.

Contact should be the person able to answer questions about your proposal (bid).

The successful Contractor, who employs more than 15 employees and whose aggregate annual business with the City for the calendar year, in which the contract takes effect, is more than twenty-five thousand dollars (\$25,000), will be required to comply with the City of Madison Affirmative Action Ordinance, Section 3.58(8) within thirty (30) days of award of contract.

Mailing address where City purchase orders/contracts are to be mailed and person the Department can contact concerning orders and billing.

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered **as of** the Bid's due date will receive preference. Learn more and register at the City of Madison website.

ATTACHMENT A: MAJOR SELECTION COMMITTEE DECISION POINTS – OBSERVATIONS AND INFORMATION FROM INTERMEDIIX

Our entire team at Intermedix acknowledges fully the difficulty of the decision-making process of any selection committee tasked with picking the right vendor partner to best meet the requirements of the RFP. We have participated in hundreds of these processes throughout the past few years. As city and county budgets have tightened, requirements have become more specific and comprehensive, and the need for “getting it right” has grown. It has been our very good fortune to be selected in many of these processes, a fact we are grateful for and proud to assert.

In the midst of these many processes and as your own selection committee in Madison has likely become well aware of from your own research, many of the Request for Proposal (RFP) processes have tended to ask for the same information, and for good reason.

Many of these factors really are the keys to selecting the firm most likely to bring the results you are seeking. Experience. Proven collection results. Demonstrated compliance programs. Top-notch personnel running the business. Well thought out processes. Effective use of technology. Compassionate and professional patient services approach. Transparent reporting of your data. These factors form the foundation upon which selection decisions are made.

In the midst of presenting this data, a number of approaches and explanations have been put forth in proposal processes that leave an impression that has not later been substantiated with the outcomes. Because we have been through so many of these processes and spent a great deal of time and energy in “post-process reviews” to understand how information is being presented, we have been able to sort through some of this key and influential information with the benefit of 20/20 hindsight, and many of our customers and prospective customers have found this information to be enlightening in their selection processes and in their explanation of the selected vendor when presenting to City Councils and County Commissions.

Given that background, we thought we would share some of this same information with your selection committee in Madison, and we do hope that you find this information to be helpful in adding clarity to your difficult process.

Issue 1 – Claims of Collection Improvements

Intermedix was replaced as the vendor partner in a large southeast region account back in 2009 and then another mid-sized county in 2011. In both cases, different billing companies claimed an ability to improve collection results over the historical increases we had made. In the first account, Intermedix had increased collections per account from \$170 per transport to more than \$273 per transport during our five year contract, and revenue had grown by more than \$5 million annually.

In the second account, we increased collections per account from \$196 per transport to \$377 per transport during that five year contract, and revenue more than doubled from when we took over, growing to more than \$11 million from a starting point of \$4.8 million.

These are all quantifiably verifiable data points, and in our description of these increases, each of the two municipalities were appropriately noted for the significant partnership steps they had taken to aid in the revenue enhancement with things like fee increases, better documentation trends by the field providers, and helping us to get hospital insurance data.

When proposals were submitted, claims were made that further improvements could and would be made. For example, in the 2009 RFP noted above, a competitive firm indicated in their Executive Summary that their normal self-pay mix was only 20%, and that their net collection percentage (a topic discussed in Issue 2 directly below) averaged 70.8%.

While we do not know if those numbers were true or just a matter of how the terms were defined, the real point is that a decision from the municipality was based on their belief that this firm could and would produce similar results for their City.

Ambulance Billing and Collection Services

The data has now been collected and reviewed, and it is not a matter of twisting the data to meet an agenda; instead, it has been a matter of simply reviewing the data and observing the results. In this case, the self-pay percentage that the new vendor has been able to produce is 31.6% versus the 22.5% we had been producing, and the revenue per transport has dipped by \$12 per patient or around 5%.

For the 2011 RFP noted above, a separate competitive firm indicated in their Executive Summary an even more aggressive and measurable plan, indicating the ability to take the revenue per transport up to anywhere from \$460 per transport on the low end, to \$607 per transport on the high end.

They claimed the ability to make these improvements based on a better ability to find insurance information on the front-end and then a more complete process and commitment to follow up on unpaid and short-paid claims on the back-end. Unfortunately, these numbers sounded good in theory, however the actual collections data has come nowhere near those results, not even achieving the collection levels we had taken the account to during our five year tenure.

The bottom line that may provide an actionable take-away for Madison is that claims of improvements ought to be based on specific reasons in specific areas of the collections cycle where a company can show reasons for why they expect such improvements.

It is understandable that municipalities that are experiencing significant budget issues at the City or County level continue to look for potential increases and improvements, yet projections or proclamations of such should be specific, and where examples are given, verification of those improvements need to properly assess the validity as well as what may have caused the increases.

An example of how the upside of a particular account can be properly assessed and credited is provided below, taken from a recent proposal submitted by Intermedix wherein our historical performance had shown enormous improvements, yet the details clarified how those improvements came to be. The five key contributors to the 140% growth for this particular client in collections are depicted below.

Revenue Drivers	Percentage of Increase Attributed To Factor	Comments
Fee Increases	51 – 53%	County policy decisions. Intermedix participated in recommendations and modeling of projected collections.
Medicare Allowable	Less than 3%	Medicare policy decisions.
Transport Volume	22 – 24%	Growth of County population and EMS services.
Charge Mix Changes	17 – 19%	Intermedix's ability to find patient insurance and demographic information coupled with County attention to data capture in field.
Level of Service Mix Changes	3 – 5%	Intermedix's coding toolsets and practices in conjunction with solid County field personnel documentation.

Issue 2 – Collection Percentage Claims Used to Suggest Enhanced Improvement

The issue here is a slightly different one than the specific examples given above of projected improvements in collections that were not verifiable on the front-end and then not delivered upon after the change was made, but the essence of the matter is similar. In this case, multiple companies will talk about their ability to improve revenue collections by claiming an ability to maximize collection percentages.

The reasonable conclusion is that by maximizing collection rates, revenue maximization must logically follow. Unfortunately, this is much more often an exercise in the definition of terms than it is in a strategy for increasing collections.

We tend to caution agencies in evaluating the gross and net collection percentages due to the fact that they can be manipulated, defined, and calculated in so many different ways. Many vendors REMOVE all unbillable accounts, therefore inflating the collection percentages to 80-90%.

We have gone through this exercise with several of our clients using the formula shown below, and we too can create numbers that “appear” more favorable, but we don’t think it’s a fair or reasonable snapshot of true collections:

$$\text{Billable Collection \%} = (\text{Total Collections} - \text{Refunds}) / (\text{Total Gross Charges} - \text{Contractual Adjustments} - \text{Unbillables})$$

We have seen some vendors take governmental adjustments off of accounts before a single penny is collected. In one example, for an account billed to Medicaid for \$1,500 and never collected on, we have seen firms indicate that their net collections are 90% on such accounts. On the surface that looks great, but the fact is that the collections on these accounts is \$0. In such cases, Intermedix reports a gross and net collection of 0%, as the reality is that nothing was collected.

As another example, vendors will often remove bad debt from their calculations. In comparison, Intermedix does not take any adjustments until after payment is received, and we believe this to be a better gauge of “un-manipulated” collections, despite the fact that this will yield a lower percentage. Aside from the numbers game, there are other factors such as fee schedule, demographics, level of service, contracts, and individual collection policies that should be taken into consideration when looking at various collection levels.

Some of the aforementioned outside factors put an inherent downward push on reported collection percentages before a vendor even begins to collect, but the key of course is that there is NO impact on actual collections. This is really a misleading approach by some in our industry that is intended to suggest high levels of performance which is simply a numbers game.

Issue 3 – Compliance Issues resulting in Financial Downside

Within ambulance billing, compliance has always been an issue for many good reasons, the biggest of which is that governmental payers are receiving claims for these services. To that end, every competitor in the EMS billing space has indicated their commitment and excellence in this area. As such, this is often a simple “check box” item with many selection committees, and understandably so.

However of late, the difference from one billing firm’s approach versus another has come to the surface. This is because transporting agencies are the target of much more frequent and stringent audit activities from both the Medicare and Medicaid programs across the country, and the result has been significant “takebacks (refunds)” and fines related to compliance to industry regulations.

Recently, a fine of \$3.6 million was levied against an agency in the Southeastern U.S., and the information reported in the newspapers did not stop at indicating culpability for the agency only, but the article indicated that the agency themselves were going to pursue the billing firm for their role in the issue. So while a compliance-focused approach has historically been more of an expectation of all billing firms, the ability to serve as a differentiator is being forced, given the high level of audits and the potential penalties associated with negative results.

Issue 4 – Claims Processed per Full-Time Employees

When this topic first started to become an issue that our clients and prospective clients wanted to discuss, we were very pleased and prepared to walk through the details of the focus we began placing on this issue as early as 2003.

Initially, clients were interested in the efficiency of the processing capabilities we were able to show as these measures were indicative of our specialization in this industry and thus our ability to process claims effectively and efficiently, providing not only higher and continually increasing revenues to our customers, but also a lower cost per transaction, thus a meaningful improvement to the bottom line of our customers.

Over the last couple of years, more of those companies we compete with began bringing this issue to the forefront, but from a completely different perspective. Specifically, these competing companies began to suggest that a higher number of transports per FTE was not a positive thing, but actually a negative.

The idea put forth has been that having a significantly higher number of claims per FTE that Intermedix is able to show suggests that the claims are not receiving the attention necessary. In fact, our firm went through a formal solicitation process with one west-coast municipality that included site visits to our west coast office and the only office of one of our competitors. In the end, the agency selected the competitive firm to provide billing services, even though their proposed cost was higher and their revenue projections equivalent to our own.

The decision was made to select the other firm because the agency felt like all the noise and activity heard at the competitor's headquarter location must have meant that they were more involved in trying to effect collections on their accounts.

As we now have more and more data supporting the results over the past decade, we are excited to share the details of how our focus on lowering the number of claims processed per full-time employee has directly impacted our ability to provide a higher level of service and results for the clients we serve at Intermedix. Within the EMS claims processing discipline, there are functions that simply must be handled by qualified people and not by technology.

The most obvious of those tasks are coding, complicated account follow-up, patient services within the call center, client service to the agencies we serve, and most importantly, the oversight of the whole claims process by highly qualified industry professionals to ensure results in all four of the major areas are being optimized. Those four areas are revenue maximization, patient services for the individuals and families cared for by the agencies we serve, client services for the administrators and field personnel at our customers, and compliance across all aspects of the business.

But where technology can be utilized to ensure consistency of process and results as well as to ensure minimization of human error, Intermedix has continued to utilize technological advances to the betterment of our results. This is a fact that our clients – nearly 400 of them – will attest to, and they can do so not only with qualitative explanations, but with quantitative results from looking at the growing bottom line revenues that have continued to exceed their budgeted collection amounts year after year. We at Intermedix are extremely proud of the team of professionals that we have on our team. They are simply the best at what they do, and the results of our clients continue to bear this out.

Contrary to the message that has been put forth by competitive companies that have not made the investment in technological advancement, the focus on implementing solutions that balance the use of technology, process, and people within the claims process brings greater results on the revenue side and thus a better bottom line result to our customers when taken in concert with the fees we are able to charge for the services we provide.

Intermedix will remain focused on maximizing revenues, enhancing patient and client services, and leading the way in the critical area of compliance, all the while bringing new and leading capabilities to our customers. We will continue to make the investments that set us apart from those not able or willing to make the investments in process improvements and in product and service enhancements that bring a new set of functional capabilities. We expect that the demands placed on your agency will cause you to continue to increase your expectations and demands on us, thus it is because of you that we have been able to improve.

Issue 5 – Participation in and Achievement of Budgeted Collection Dollars

The final significant issue that really serves as a bottom line to the other four issues listed above, is the ability to participate in the budget setting process and then reporting positive results against those agreed upon budget numbers.

In short, your selected ambulance billing provider should serve as the subject matter expert in this industry, and given the importance of the collections emanating from transport services in most municipal agencies, we have found it to be valuable and beneficial for Intermedix to work with our clients in the budgeting process.

Ambulance Billing and Collection Services

Once expected budget numbers are set, it then becomes an excellent and objective benchmark to report against. In looking at the collective budgeted numbers across our entire EMS customer base through the most recently completed period, **Intermedix has collected an additional \$19 million over our cumulative budgeted goal that we set with our clients for the first six months.**

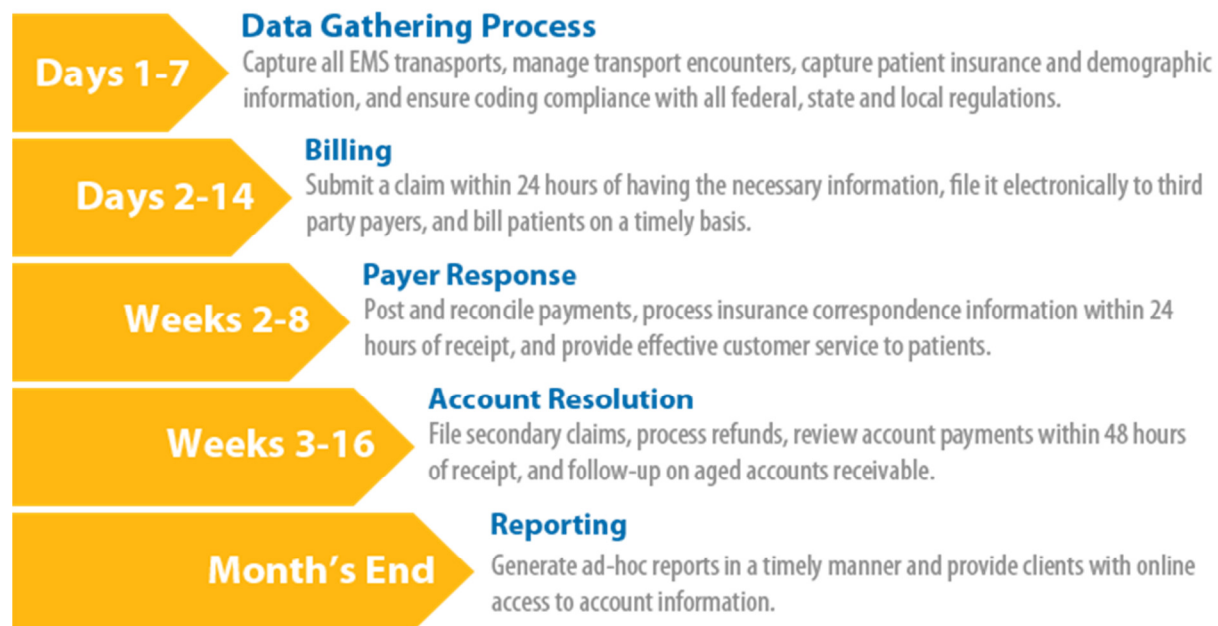
This puts our clients **25.6% over budget**, and it is the biggest measurement that our clients use to evaluate the critical financial element of our performance. We are very excited and proud to continue to partner with our clients to produce the results that both meet and quite often exceed the amounts that they have provided in the budgeting process to their elected officials. We are eager to maintain that same responsibility as your service provider in Madison, WI if we are selected to do so at the conclusion of your solicitation process.

ATTACHMENT B – BILLING PROCESS DESCRIPTION & TECHNOLOGY DIAGRAM

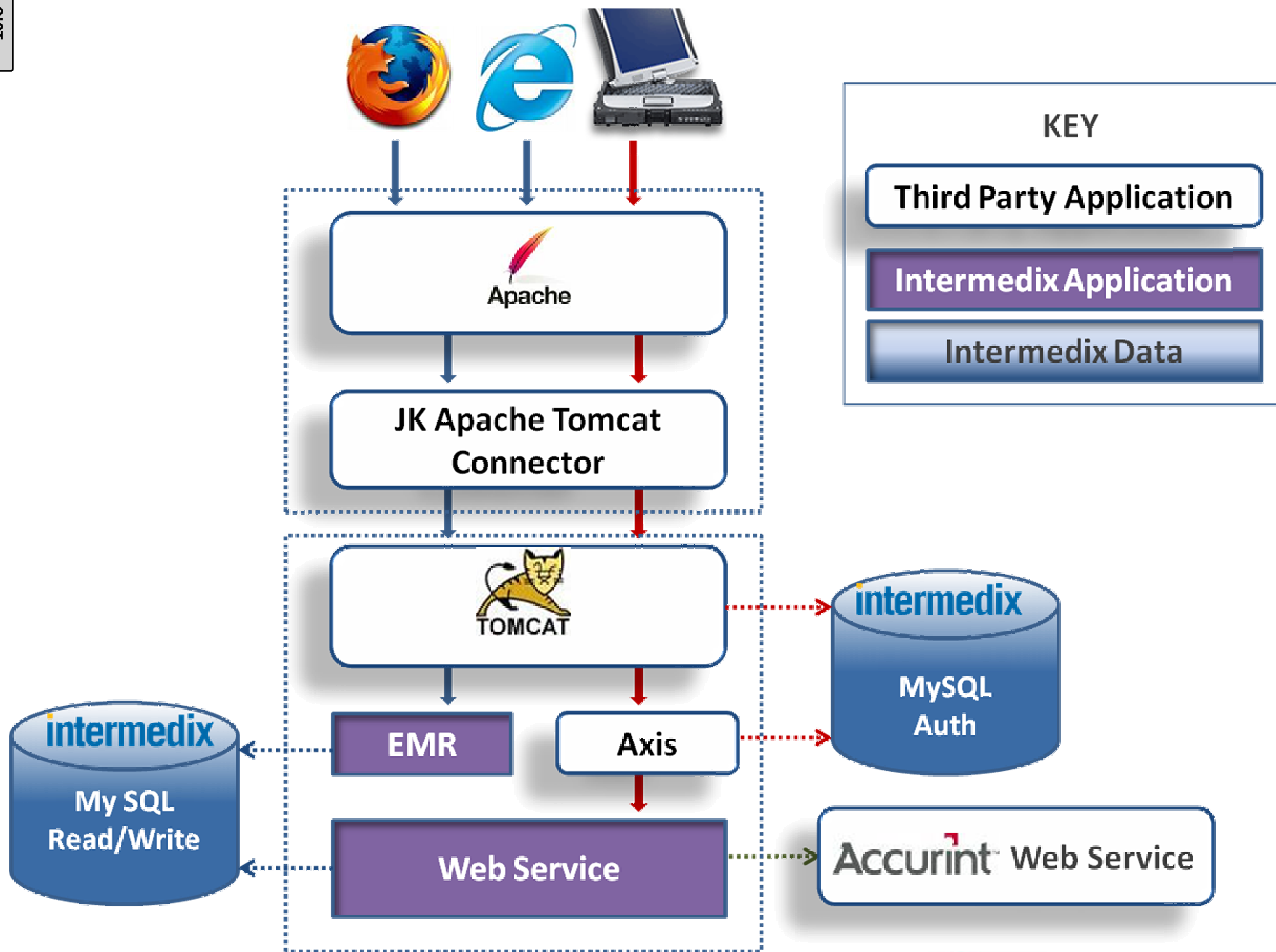
Intermedix's proprietary IMX Billing System is configured specifically to optimize the use of critical internal and external front-end resources to maximize the billing process for our clients. We believe that investing in a system that focuses on highly developed automated processes, augmented by qualified personnel to oversee these processes, offers the City the greatest opportunity to collect higher revenues and reduce uncollectible accounts.

In fact, our front-end processes are so focused on obtaining payment from any and all payers, that when an account is determined by us to be uncollectible, it is usually deemed truly uncollectible by our collection agency counterparts. Our Billing and Collection services are segmented into distinct processes from initial Data Gathering to Reporting – with each step guided by Client Services, Compliance and Quality Assurance.

The steps in the process contain specific objectives that contribute to the maximization of revenue per transport through a carefully engineered series of edits, feedback mechanisms, and controls that enable us to operate effectively. Every patient transport is “touched” during each phase of our process, and always with the underlying goal of achieving maximum compliant reimbursement.

**Data Gathering: 1-7 Days**

The majority of accounts receive patient demographic or insurance information within the first seven days after PCR creation, due largely to the tools and techniques that are utilized in our data gathering processes. As soon as the information required for submitting a claim is received (usually within 48 hours), the account moves to the billing process phase.



intermedix

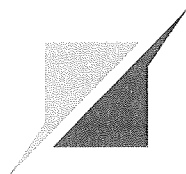
Intermedix Corporation

Revenue Cycle Management Services

Independent Service Auditor's Report on a Description of a
Service Organization's System and the Suitability of the
Design and Operating Effectiveness of Controls

For the Period of July 1, 2010, to June 30, 2011

Attestation and Compliance Services



BRIGHTLINE

Certified Public Accountants & Associates

TABLE OF CONTENTS

SECTION 1 INDEPENDENT SERVICE AUDITOR'S REPORT	1
SECTION 2 ASSERTION BY THE SERVICE ORGANIZATION'S MANAGEMENT	4
SECTION 3 DESCRIPTION OF THE REVENUE CYCLE MANAGEMENT SERVICES SYSTEM.....	7
OVERVIEW OF OPERATIONS.....	8
Company Background	8
Description of Services Provided	8
CONTROL ENVIRONMENT	9
Integrity and Ethical Values.....	10
Commitment to Competence.....	10
Board of Directors and Audit Participation	10
Management's Philosophy and Operating Style	11
Organizational Structure and Assignment of Authority and Responsibility	11
Human Resource Policies and Practices	11
RISK ASSESSMENT.....	12
Objective Setting	12
Risks Identification.....	13
Risks Analysis	13
CONTROL OBJECTIVES AND RELATED CONTROL ACTIVITIES.....	14
Integration with Risk Assessment	14
Selection and Development of Control Activities	14
MONITORING	14
Ongoing and Separate Evaluations of the Control Environment.....	15
Reporting Deficiencies.....	15
INFORMATION AND COMMUNICATION SYSTEMS	16
Information Systems.....	16
Communication Systems.....	16
DISCLOSURES OF RELEVANT INFORMATION	16
Significant Changes During the Review Period	16
Using the Work of the Internal Audit Function.....	16
COMPLEMENTARY CONTROLS AT USER ENTITIES.....	17
SECTION 4 TESTING MATRICES.....	18
PHYSICAL SECURITY	19
COMPUTER OPERATIONS	22
INFORMATION SECURITY	26

APPLICATION DEVELOPMENT, MAINTENANCE, AND DOCUMENTATION.....	32
DATA COMMUNICATIONS.....	36
CODING	39
FRONT END PROCESSING.....	41
BILLING PROCESSING	43
PAYER AND PAYMENT PROCESSING	46
ACCOUNT RESOLUTION.....	47
SECTION 5 OTHER INFORMATION PROVIDED BY MANAGEMENT	49
MANAGEMENT'S RESPONSE TO TESTING EXCEPTIONS.....	50
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) PRIVACY	52

SECTION 1

INDEPENDENT SERVICE AUDITOR'S REPORT

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)



INDEPENDENT SERVICE AUDITOR'S REPORT

To Intermedix Corporation:

We have examined Intermedix Corporation's ("Intermedix" or the "service organization") description of its revenue cycle management services system for processing user entities' transactions throughout the period July 1, 2010, to June 30, 2011, (the "description") and the suitability of the design and operating effectiveness of Intermedix's controls to achieve the related control objectives stated in the description. The description indicates that certain control objectives specified in the description can be achieved only if complementary user entity controls contemplated in the design of Intermedix's controls are suitably designed and operating effectively, along with related controls at the service organization. We have not evaluated the suitability of the design or operating effectiveness of such complementary user entity controls.

Intermedix uses CyrusOne, Inc. ("CyrusOne") and Core NAP, L.P. ("Core NAP") for data center hosting services. The description in Section 3 includes only the controls and related control objectives of Intermedix and excludes the control objectives and related controls of CyrusOne or Core NAP. Our examination did not extend to controls at CyrusOne's or Core NAP's data center hosting services.

In Section 2, Intermedix has provided an assertion about the fair presentation of the description and the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description. Intermedix is responsible for preparing the description and for the assertion, including the completeness, accuracy, and method of presentation of the description and the assertion, providing the services covered by the description, specifying the control objectives and stating them in the description, identifying the risks that threaten the achievement of the control objectives, selecting the criteria, and designing, implementing, and documenting controls to achieve the related control objectives stated in the description.

Our responsibility is to express an opinion on the fairness of the presentation of the description and on the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description, based on our examination. We conducted our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform our examination to obtain reasonable assurance about whether, in all material respects, the description is fairly presented and the controls were suitably designed and operating effectively to achieve the related control objectives stated in the description throughout the period July 1, 2010, to June 30, 2011.

An examination of a description of a service organization's system and the suitability of the design and operating effectiveness of the service organization's controls to achieve the related control objectives stated in the description involves performing procedures to obtain evidence about the fairness of the presentation of the description and the suitability of the design and operating effectiveness of those controls to achieve the related control objectives stated in the description. Our procedures included assessing the risks that the description is not fairly presented and that the controls were not suitably designed or operating effectively to achieve the related control objectives stated in the description. Our procedures also included testing the operating effectiveness of those controls that we consider necessary to provide reasonable assurance that the related control objectives stated in the description were achieved. An examination engagement of this type also includes evaluating the overall presentation of the description and the suitability of the control objectives stated therein, and the suitability of the criteria specified by the service organization and described in Section 2. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Because of their nature, controls at a service organization may not prevent, or detect and correct, all errors or omissions in processing or reporting transactions. Also, the projection to the future of any evaluation of the fairness of the presentation of the description, or conclusions about the suitability of the design or operating effectiveness of the controls to achieve the related control objectives is subject to the risk that controls at a service organization may become inadequate or fail.

In our opinion, in all material respects, based on the criteria described in Intermedix's assertion in Section 2,

- a. the description fairly presents the revenue cycle management services system that was designed and implemented throughout the period July 1, 2010, to June 30, 2011;
- b. the controls related to the control objectives stated in the description were suitably designed to provide reasonable assurance that the control objectives would be achieved if the controls operated effectively throughout the period July 1, 2010, to June 30, 2011, and user entities applied the complementary user entity controls contemplated in the design of Intermedix's controls throughout the period July 1, 2010, to June 30, 2011; and
- c. the controls of Intermedix that we tested, which together with the complementary user entity controls referred to in the scope paragraph of this report, if operating effectively, were those necessary to provide reasonable assurance that the control objectives stated in the description were achieved, operated effectively throughout the period July 1, 2010, to June 30, 2011.

The specific controls tested and the nature, timing, and results of those tests are listed in listed in Section 4 (the "Testing Matrices").

The information in Section 5 is presented by management of Intermedix to provide additional information and is not a part of Intermedix's description of its revenue cycle management services system made available to user entities during the period July 1, 2010, to June 30, 2011. Such information has not been subjected to the procedures applied in the examination of the description of the revenue cycle management services system and of the suitability of the design and operating effectiveness of controls to achieve the related control objectives stated in the description of the revenue cycle management services system, and accordingly, we express no opinion on it.

This report, including the description of the tests of controls and results thereof in the Testing Matrices, is intended solely for the information and use of Intermedix, user entities of Intermedix's revenue cycle management services system during some or all of the period July 1, 2010, to June 30, 2011, and the independent auditors of such user entities, who have a sufficient understanding to consider it, along with other information including information about controls implemented by user entities themselves, when assessing the risks of material misstatements of user entities' financial statements. This report is not intended to be and should not be used by anyone other than these specified parties.

BRIGHTLINE CPAs & ASSOCIATES, INC.

Tampa, Florida
August 12, 2011

SECTION 2

ASSERTION BY THE SERVICE ORGANIZATION'S MANAGEMENT

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

INTERMEDIX CORPORATION'S ASSERTION

We have prepared the description of Intermedix Corporation's ("Intermedix") revenue cycle management services system (the "description") for user entities of the system during some or all of the period July 1, 2010, to June 30, 2011, and their user auditors who have a sufficient understanding to consider it, along with other information, including information about controls implemented by user entities of the system themselves, when assessing the risks of material misstatements of user entities' financial statements.

We confirm, to the best of our knowledge and belief, that

- a. the description fairly presents the revenue cycle management services system made available to user entities of the system during some or all of the period from July 1, 2010, to June 30, 2011, for processing their transactions. Intermedix uses CyrusOne and Core NAP for data center hosting services. The description in Section 3 includes only the controls and related control objectives of Intermedix and excludes the control objectives and related controls of CyrusOne and Core NAP. The criteria we used in making this assertion were that the description
 - i. presents how the system made available to user entities of the system was designed and implemented to process relevant transactions, including
 - (1) the classes of transactions processed;
 - (2) the procedures, within both automated and manual systems, by which those transactions are initiated, authorized, recorded, processed, corrected as necessary, and transferred to the reports presented to user entities of the system;
 - (3) the related accounting records, supporting information, and specific accounts that are used to initiate, authorize, record, process, and report transactions; this includes the correction of incorrect information and how information is transferred to the reports presented to user entities of the system;
 - (4) how the system captures and addresses significant events and conditions, other than transactions;
 - (5) the process used to prepare reports or other information provided to user entities of the system;
 - (6) specified control objectives and controls designed to achieve those objectives, including complementary user entity controls contemplated in the design of our controls;
 - (7) other aspects of our control environment, risk assessment process, information and communication systems (including the related business processes), control activities, and monitoring controls that are relevant to processing and reporting transactions of user entities of the system; and
 - ii. does not omit or distort information relevant to the scope of the revenue cycle management services system, while acknowledging that the description is prepared to meet the common needs of a broad range of user entities of the system and the independent auditors of those user entities, and may not, therefore, include every aspect of the revenue cycle management services system that each individual user entity of the system and its auditor may consider important in its own particular environment.
- b. The description includes relevant details of changes to our system during the review period July 1, 2010, to June 30, 2011.

- c. The controls related to the control objectives stated in the description were suitably designed and operated effectively throughout the review period July 1, 2010, to June 30, 2011, to achieve those control objectives and both CyrusOne and Core NAP applied the controls contemplated in the design of Intermedix's controls. The criteria we used in making this assertion were that
- i. we have identified the risks that threaten the achievement of the control objectives stated in the description;
 - ii. the controls identified in the description would, if operating as described, provide reasonable assurance that those risks would not prevent the control objectives stated in the description from being achieved; and
 - iii. the controls were consistently applied as designed, including whether manual controls were applied by individuals who have the appropriate competence and authority.

SECTION 3

**DESCRIPTION OF THE
REVENUE CYCLE MANAGEMENT SERVICES SYSTEM**

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

OVERVIEW OF OPERATIONS

Company Background

Intermedix (www.intermedix.com) focuses on the highly fragmented emergency healthcare system by delivering healthcare information technology and business solutions to manage the revenue cycle, promote preparedness and interoperability, and support incident response management, documentation and reporting.

Intermedix provides revenue cycle management services for emergency physicians and hospital emergency departments, emergency medical services (ambulance) agencies, urgent care centers, and fire departments throughout the United States and has collected billions of dollars for its clients. The Company also provides hosted technology solutions for state and local public health agencies, hospitals, emergency medical services agencies, and fire departments using the brand names EMResource™, EMTrack™, ResponseManager™, TripTix®, and EMRegistry™.

Description of Services Provided

Intermedix delivers RCM solutions to the business segment of pre-hospital emergency care providers.

The Emergency Medical Services (EMS) segment serves EMS clients fire departments across the country. The Company's RCM solution comprises every phase in the EMS billing process, facilitating the conversion of a patient care report into a collections resolution.

Intermedix utilizes its propriety IMX Billing Application to provide clients and their operational professionals with information related to the EMS billing services.

Intermedix also offers TripTix® Mobile, a tablet-based, electronic patient care reporting solution for ambulance providers. TripTix® Mobile connects wirelessly and seamlessly with the IMX Billing Application allowing encrypted transmission of electronic patient care reports, including defibrillator/monitor data for certain models of monitors.

Front End Processing

Incident information is documented directly into the IMX Billing Application, regardless of whether initiation is through a paper patient care record (PCR) or an electronic PCR (ePCR). For clients not using TripTix® Mobile, ePCRs are transmitted directly to a secured web site through integration with the client's ePCR field data system. For clients using TripTix® Web, the ePCRs are transmitted directly to the IMX Billing Application. Run reports are automatically downloaded into the IMX Billing Application as soon as the report is completed or according to the schedule designated by the client.

Paper PCRs received from a client or via hospital fax-back methods are scanned into the IMX Billing Application to help ensure that data is captured and available to the client.

The IMX Billing Application will assign the account a unique account number. The application then automatically performs numerous data quality and integrity checks from demographic data elements (incomplete addresses, non-conforming social security numbers and date-of-birth information) to suggested level of service coding, diagnosis coding, and medical necessity coding based on dispatch, assessment, narrative or treatment data. Then, coding personnel access the application and review the account to confirm the suggested level of coding and to release the coded account to the billing process. Coding personnel are required to achieve a passing coding audit rating.

Billing Processing

Patient information is utilized from third party research vendors, receiving facilities, insurance databases, historical transport records and patient phone calls when necessary.

Intermedix has implemented a predictive dialer for certain clients which, working in concert with a designated work queue, automatically calls patients with a valid phone number and when connected, automatically transfers the call to a patient account representative. The primary purpose of these calls is typically to obtain insurance information regarding the transport or to ascertain if the person is truly uninsured and subsequently request payment at that time or to set up a payment plan. Calls can occur daily in two-hour blocks between the hours of 10:00 am to 8:00 pm, Monday through Friday, and between 10:00 am and 3:00 pm on Saturdays. Once the campaign starts, a transaction message will be added to the account and calls will continue for six days or until contact has been accomplished.

Medicare and Medicaid claims are electronically transmitted using the American National Standards Institute (ANSI) standard format and commercial insurance claims are processed through third party claim clearinghouses. Paper claims are printed and mailed if electronic delivery is not available, and necessary copies of PCRs or Explanation of Benefits are attached when applicable.

Patient statements are sent according to the billing cycle designated by the client with wording tailored to help accomplish the goals established by the client. Statement activity is generated automatically by the IMX Billing Application; authorized users can access and print statements on-demand as desired.

Payer and Payment Processing

Payments are received via paper and electronic methods and are automatically applied in the IMX Billing Application. Payment posters apply payments received via mail and monitor accounts for payment accuracy and completeness. Intermedix receives payments through several media including, but not limited to, electronic funds transfers (EFTs), electronic remittance advices (ERAs), checks, and credit card payments. Copies of deposits and back-up information are provided to the client within seven days of receipt via the secured web site for payment posting and reconciliation. Management of each office reviews details of the payments to verify the total amount of money posted each day.

Collections

Accounts receivable (AR) representatives receive reports detailing aging accounts for follow-up. The AR representative researches each account by checking claim status and through phone calls. Accounts are updated with any corrections, and when appropriate, the claims are re-filed. The AR report is run by payer allowing the representatives to identify claims filing issues that may be occurring on multiple accounts for a single payer.

The predictive dialer is implemented for certain clients if a payment is not received within 30 days:

- The predictive dialer is initiated to call the patient in an effort to gather supplemental information or set up a payment plan.
- The self-pay billing statement cycle is continued and before the fourth statement, a predictive dialer call to the patient will be initiated for their unpaid balance.

The IMX Billing Application sends a fourth statement to the patient, and if the balance remains unpaid after 20 days, the account is sent to the client. If applicable, the account is written off to bad debt.

CONTROL ENVIRONMENT

The control environment at Intermedix is the foundation for the other areas of internal control. It sets the tone of the organization and influences the control consciousness of its personnel. The components of

the control environment factors include the integrity and ethical values, management's commitment to competence; its organizational structure; the assignment of authority and responsibility; and the oversight and direction provided by the board of directors and management.

Integrity and Ethical Values

The effectiveness of controls cannot rise above the integrity and ethical values of the people who create, administer, and monitor them. Integrity and ethical values are essential elements of Intermedix's control environment, affecting the design, administration, and monitoring of other components. Integrity and ethical behavior are the product of Intermedix's ethical and behavioral standards, how they are communicated, and how they are reinforced in practices. They include management's actions to remove or reduce incentives and temptations that might prompt personnel to engage in dishonest, illegal, or unethical acts. They also include the communication of entity values and behavioral standards to personnel through policy statements and standards of business ethics and conduct, as well as by example. New hire training, new hire compliance training, and annual compliance training are provided to reinforce these policies and values. Policy and procedure documents are available electronically to employees via an online human resources (HR) portal.

Specific control activities that Intermedix has implemented in this area include the following:

- Organizational policy statements and standards of business ethics and conduct are documented and communicate entity values and behavioral standards to personnel.
- Employees sign an acknowledgment form indicating that they have access to company policies on the HR portal and understand their responsibility for adherence.
- Employees participate in new hire orientation and compliance training, which includes a review of standards of business ethics and conduct.
- Employees are required to sign an acknowledgment form indicating that they participated in new hire compliance training.
- Employees are required to sign a confidentiality statement agreeing to not disclose proprietary or confidential information, including client information and protected health information, to unauthorized parties.
- Background checks are performed for employees as a component of the hiring process.
- Employees must sign a substance screening statement as a component of the hiring process agreeing to submit to a physical examination, drug and/or alcohol screening tests.
- A compliance hotline is in place to provide employees with a confidential avenue for reporting.

Commitment to Competence

Intermedix's management defines competence as the knowledge and skills necessary to accomplish tasks that define employees' roles and responsibilities. Intermedix's commitment to competence includes management's consideration of the competence levels for particular jobs and how those levels translate into requisite skills and knowledge. Management has considered the competence levels for particular jobs and translated required skills and knowledge levels into written position requirements.

Board of Directors and Audit Participation

Intermedix's control consciousness is influenced significantly by its board of directors. The board of directors also serves as the audit committee that oversees management activities and meets on a regular basis to discuss matters pertinent to the organization's operations and financial performance.

Specific control activities that Intermedix has implemented in this area include the following:

- A board of directors oversees management activities.
- Board of directors meetings are held on a regular basis to discuss strategy and operational activities.
- A compliance auditing program is in place to help monitor management's compliance with the entity's objectives.
- The compliance officer meets with the board of directors' compliance subcommittee and provides written reports on a regular basis.
- A financial audit is performed by a third party on an annual basis.

Management's Philosophy and Operating Style

Management's philosophy and operating style encompasses a broad range of characteristics. Such characteristics include management's approach to taking and monitoring business risks, and management's attitudes toward information processing, accounting functions and personnel. Training and discussion occur when there are new industry regulations. Members of management are also encouraged to attend industry conferences to keep abreast of industry changes, trends and developments.

Specific control activities that Intermedix has implemented in this area include the following:

- Management is periodically briefed on regulatory and industry changes affecting services provided.
- Management meetings are held on a regular basis to discuss operational issues.
- A corporate compliance and policy committee meets on a monthly basis to review and approve policies and discuss compliance matters.

Organizational Structure and Assignment of Authority and Responsibility

Intermedix's organizational structure provides the framework within which its activities for achieving entity-wide objectives are planned, executed, controlled, and monitored. Management believes that establishing a relevant organizational structure includes considering key areas of authority and responsibility and appropriate lines of reporting. Intermedix has developed an organizational structure suited to its needs. This organizational structure is based, in part, on its size and the nature of its activities.

Intermedix's assignment of authority and responsibility activities include factors such as how authority and responsibility for operating activities are assigned and how reporting relationships and authorization hierarchies are established. It also includes policies relating to appropriate business practices, knowledge and experience of key personnel, and resources provided for performing duties. In addition, it includes job descriptions, a performance management program and communications directed at helping to ensure personnel understand the entity's objectives, know how their individual actions interrelate and contribute to those objectives, and recognize how and for what they will be held accountable.

Human Resource Policies and Practices

Intermedix's HR policies and practices relate to employee hiring, orientation, training, evaluation, counseling, promotion, compensation, and disciplinary activities. Evaluation forms are utilized, which include review of work quality, attendance, job knowledge, and business relationships.

Specific control activities that Intermedix has implemented in this area include the following:

- Pre-hire screening procedures have been established and include a pre-employment checklist.
- New hire procedures, including a new hire checklist, have been established to direct the hiring process.
- Evaluations are performed for each hourly employee on a monthly basis and each salaried employee on an annual basis.
- Employee termination procedures, including a termination checklist, have been established to direct the termination process.
- Upon hire and twice a year, HR and compliance personnel review the list of employees against the Office of Inspector General's list of excluded Individuals/Entities, General Services Administration's (GSA) List of Excluded Parties, and the Office of Foreign Assets Control's (SDN) Terrorist List.

RISK ASSESSMENT

Management is responsible for identifying the risks that threaten achievement of the control objectives stated in the management's description of the services organizations systems. Management has implemented a process for identifying relevant risks. This process includes estimating the significance of identified risks, assessing the likelihood of their occurrence, and deciding about actions to address them. However, because control objectives relate to risk that controls seek to mitigate, management thoughtfully identified control objectives when designing, implementing, and documenting their system.

Objective Setting

Intermedix has a coding quality assurance (QA) team who audits the coders to monitor quality. Coding policy related issues are discussed by the Coding Policy and Advisory Committee which meets regularly. This Committee makes updates to the coding policy manual when necessary and then the Coding QA team trains the coders on any changes. The results of the monthly coding QA audits are provided to the coders, operational management and the compliance officers. The scope of the coding audits is determined by senior management based on an assessment of risk. Risks are discussed in the monthly operational review meetings and weekly management meetings.

Intermedix also engages a third party to perform an annual coding audit to assess quality of the coding and of the coding QA process.

In addition, Intermedix has a revenue management cycle group who audits key control points to determine quality. The results of the monthly control point audits are provided to operational management and the compliance officers. The scope of the control point audits are determine by senior management based on an assessment of risk. Risks are discussed in the monthly operational review meetings and weekly management meetings.

Intermedix establishes objectives in order for management to identify potential events affecting their achievement. Intermedix has placed into operation a risk management process to set objectives and that the chosen objectives support and align with the organization's mission and are consistent with its risk framework. Objective setting enables management to identify measurement criteria for performance, with focus on success factors.

Intermedix has established certain broad categories including:

- **Strategic Objectives** — these pertain to the high level organizational goals and the alignment of those goals to support the overall mission

- **Operations Objectives** — these pertain to effectiveness and efficiency of the entity's operations, including performance and profitability goals and safeguarding of resources against loss
- **Reporting Objectives** — these pertain to the preparation of reliable reporting
- **Compliance Objectives** — these pertain to adherence to laws and regulations to which the entity is subject

Risks Identification

Regardless of whether an objective is stated or implied, an entity's risk-assessment process should consider risks that may occur. It is important that risk identification be comprehensive. Intermedix has considered significant interactions between itself and relevant external parties and risks that could affect the organization's ability to provide reliable service to its user entities.

Management considers risks that can arise from both external and internal factors including:

External Factors

- Technological developments
- Changing customer needs or expectations
- Competition that could alter marketing or service activities
- New legislation and regulation that could force changes in policies and strategies
- Natural catastrophes that could lead to changes in operations or information systems
- Economic changes that could have an impact on management decisions

Internal Factors

- A disruption in information systems processing
- The quality of personnel hired and methods of training utilized
- Changes in management responsibilities

The Intermedix risk assessment process focuses on supporting management decisions and responding to potential threats by assessing risks and identifying important decision factors. Intermedix senior management oversees risk management ownership, accountability, and is involved in risk identification process. Management identifies elements of business risk including threats, vulnerabilities, safeguards and the likelihood of a threat, to determine the actions to be taken.

Risks Analysis

Intermedix's methodology for analyzing risks varies, largely because many risks are difficult to quantify. Nonetheless, the process includes:

- Estimating the significance of a risk
- Assessing the likelihood (or frequency) of the risk occurring
- Considering how the risk should be managed, including an assessment of what actions need to be taken

Risk analysis is an essential process to the entity's success. It includes identification of key business processes where potential exposures of some consequence exist. Once the significance and likelihood of risk have been assessed, management considers how the risk should be managed. This involves judgment based on assumptions about the risk, and reasonable analysis of costs associated with reducing the level of risk. Necessary actions are taken to reduce the significance or likelihood of the risk occurring.

CONTROL OBJECTIVES AND RELATED CONTROL ACTIVITIES

Integration with Risk Assessment

Along with assessing risks, management has identified and put into effect actions needed to address those risks. In order to address risks, control activities have been placed into operation to help ensure that the actions are carried out properly and efficiently. Control activities serve as mechanisms for managing the achievement of those objectives.

Selection and Development of Control Activities

Control activities are a part of the process by which Intermedix strives to achieve its business objectives. Intermedix has applied a risk management approach to the organization in order to select and develop control activities. After relevant risk have been identified and evaluated, controls are established, implemented, monitored, reviewed and improved when necessary to meet the overall objectives of the organization. The control activities for the related control objectives are performed for the following locations: Columbus, Ohio, Fort Lauderdale, Florida, Houston, Texas, Miami, Florida, Oakland, California, and Wheat Ridge, Colorado,

Intermedix's control objectives and related control activities are included in Section 4 (the "Testing Matrices") of this report to eliminate the redundancy that would result from listing the items in this section and repeating them in the Testing Matrices. Although the control objectives and related control activities are included in the Testing Matrices, they are, nevertheless, an integral part of Intermedix's description of controls.

The description of the service auditor's tests of operating effectiveness and the results of those tests are also presented in the Testing Matrices, adjacent to the service organization's description of controls. The description of the tests of operating effectiveness and the results of those tests are the responsibility of the service auditor and should be considered information provided by the service auditor.

MONITORING

Intermedix performs monitoring activities to assess the quality of internal control over time. Management monitors controls to consider whether they are operating as intended and whether the controls need to be modified for business changes. Intermedix takes necessary corrective actions to correct deviations from company policy and procedures.

Intermedix monitors standard performance metrics in addition to mutually agreed-upon service levels with clients. Sources of the information utilized for monitoring activities include:

- Coding QA and control point audits to provide feedback on process quality and regulatory compliance requirements
- Weekly meetings that allow management to discuss any issues and correct problems
- Monthly business review meetings that allow management to review metrics and detect trends

Ongoing and Separate Evaluations of the Control Environment

Monitoring can be done in two ways: through ongoing activities or separate evaluations. The greater the degree and effectiveness of ongoing monitoring, the less the need is for separate evaluations. Management determines the need for separate evaluations by consideration given to the following: the nature and degree of changes occurring and their associated risks, the competence and experience of the people implementing the controls, as well as the results of the ongoing monitoring. Management has implemented a combination of ongoing monitoring and separate evaluations, as deemed necessary, to help ensure that the internal control system maintains its effectiveness over time.

Ongoing Monitoring

Examples of Intermedix's ongoing monitoring activities include the following:

- In carrying out its regular management activities, operating management obtains evidence that the system of internal control continues to function.
- Communications from external parties and customers corroborate internally generated information or indicate problems.
- Organizational structure and supervisory activities provide oversight of control functions and identification of deficiencies.
- Training, planning sessions, and other meetings provide important feedback to management on whether controls are effective.
- Personnel are briefed on organizational policy statements and codes of conduct to communicate entity values.
- The Enterprise IT team obtains the reports on controls at the subservice organizations on an annual basis and reviews the reports to identify potential issues related to the controls that Intermedix relies upon the subservice organization to perform.

Separate Evaluations

Evaluation of an entire internal control system may be prompted by a number of reasons: major strategy or management change, major acquisitions or dispositions, or significant changes in operations or methods of processing financial information. Evaluations of internal control vary in scope and frequency, depending on the significance of risks being controlled and importance of the controls in reducing the risks. Controls addressing higher-priority risks and those most essential to reducing a given risk will tend to be evaluated more often.

Often, evaluations take the form of self-assessments, where persons responsible for a particular unit or function will determine the effectiveness of controls for their activities. These assessments are considered by management, along with any other internal control evaluations. The findings of these efforts are utilized to help ensure follow-up actions are taken and subsequent evaluations are modified as necessary.

Reporting Deficiencies

Deficiencies in management's internal control system surface from many sources, including the company's ongoing monitoring procedures, separate evaluations of the internal control system and external parties. Management has developed protocols to help ensure findings of internal control deficiencies are reported not only to the individual responsible for the function or activity involved, who is in the position to take corrective action, but also to at least one level of management above the directly responsible person. This process enables that individual to provide needed support or oversight for taking corrective action, and to communicate with others in the organization whose activities may be affected. Management evaluates the specific facts and circumstances related to deficiencies in internal

control procedures and makes the decision for addressing deficiencies based on whether the incident was isolated or requires a change in the company's procedures or personnel.

INFORMATION AND COMMUNICATION SYSTEMS

Information Systems

The proprietary IMX Billing Application has been designed by Intermedix to provide clients and their operational professionals a highly-advanced user-friendly application that provides effective and efficient reporting. Users are able to retrieve, view, and print copies of patient care reports, invoices, remittance statements, and insurance company payments with a click of a mouse. The application is flexible and can be tailored to meet the ever-changing EMS billing industry's requirements.

Intermedix uses CyrusOne and Core NAP for data center hosting services.

Communication Systems

Management is involved with day-to-day operations and is able to provide personnel with an understanding of their individual roles and responsibilities pertaining to internal controls. This includes the extent to which personnel understand how their activities relate to the work of others and the means of reporting exceptions to an appropriate higher level within Intermedix. Management believes that open communication channels help ensure that exceptions are reported and acted upon. For that reason, formal communication tools such as policies, a code business ethics and standards are in place. Management's communication activities are made electronically, verbally, and through the actions of management. Examples include management update calls, project conference calls and an annual leadership meeting.

DISCLOSURES OF RELEVANT INFORMATION

Significant Changes During the Review Period

The following changes were implemented within the revenue cycle management system during the review period:

- A new refund module was implemented within the IMX Billing Application to enhance the process for selecting uncollectable accounts, forwarding to collection agencies and applying write-offs to applicable accounts
- A new module was implemented within the IMX Billing Application to manage the billing and reporting of Emergency Response Billing (ERB) accounts
- A new module was implemented within the IMX Billing Application to enable operational workflow management of queues of scanned images

New user role security roles were implemented within the IMX Billing Application to support Intermedix's new Software as a Service (SAAS) billing solution

Using the Work of the Internal Audit Function

The service auditor did not utilize any work of the internal audit function in preparing this report.

COMPLEMENTARY CONTROLS AT USER ENTITIES

Intermedix's services are designed with the assumption that certain controls will be implemented by the user entities. Such controls are called complementary user entity controls. It is not feasible for all of the control objectives related to Intermedix's managed services to be solely achieved by Intermedix's control procedures. Accordingly, Intermedix's clients, in conjunction with the transaction processing services, should establish their own internal controls or procedures to complement those of Intermedix.

The complementary user entity controls in the list below should be implemented by clients to provide additional assurance that the control objectives described within this report are met for the following areas:

- Information Security
- Data Communications
- Front End Processing
- Payer and Payment Processing

As these items represent only a part of the control considerations that might be pertinent at the user entities' locations, user entities' auditors should exercise judgment in selecting and reviewing these complementary user entity controls.

Complementary User Entity Controls:

1. User entities are responsible for understanding and complying with their contractual obligations to Intermedix.
2. User entities are responsible for determining the required level of access to the IMX Billing Application for their personnel and communicating that to Intermedix.
3. User entities are responsible for requesting changes to the IMX Billing Application access privileges of their personnel.
4. User entities are responsible for ensuring that specific requirements for processing their transports are communicated to Intermedix.
5. User entities are responsible for ensuring the supervision, management and control of the use of Intermedix services, including the IMX Billing Application, by their personnel.
6. User entities are responsible for ensuring that their data is formatted in accordance with agreed upon standards.
7. User entities are responsible for maintaining their own system(s) of record.
8. User entities are responsible for ensuring the confidentiality of any user accounts and passwords used to access the IMX Billing Application and secure file transfer site.
9. User entities are responsible for notifying Intermedix when the confidentiality of any user account is compromised.
10. User entities are responsible for notifying Intermedix of changes made to technical or administrative contact information.
11. User entities are responsible for reviewing charge disputes and providing follow-up information to Intermedix for any resolution.
12. User entities are responsible for ensuring that data submitted to Intermedix is complete, accurate and timely.
13. User entities are responsible for reviewing payment reports upon receipt and notifying Intermedix of errors or omissions.

SECTION 4

TESTING MATRICES

MATRIX 1

PHYSICAL SECURITY

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that office facilities and information systems are appropriately protected from unauthorized access.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
	<u>Multi-tenant Office Facilities</u>		
1.1	Visitors are required to wear identifiable visitor badges when accessing the facilities.	Inquired of the director of operations regarding visitor badges to determine that visitors were required to wear identifiable visitor badges when accessing the facilities.	No relevant exceptions noted.
		Observed the use of visitor badges during the review period to determine that visitors were required to wear visitor badges when accessing the facilities.	No relevant exceptions noted.
1.2	Visitors are required to sign a visitors log upon entering the facilities.	Inspected the visitors log entries for a nonstatistical sample of dates during the review period to determine that visitors signed a visitors log upon entering the facilities for each date sampled.	No relevant exceptions noted.
1.3	A documented visitation policy is in place to direct employees in the visitor access process.	Inspected the ID Badge Policy to determine that a documented visitation policy was in place.	No relevant exceptions noted.
1.4	A badge access system is in place to restrict access to and within the office facilities.	Observed the badge access system during the review period to determine that entrances to the facilities were controlled through the use of a badge access system.	No relevant exceptions noted.
		Inspected the badge access system user listing to determine that a badge access system was in place to restrict access to and within the office facilities.	No relevant exceptions noted.

MATRIX 1

PHYSICAL SECURITY

Control Objective Specified by the Service Organization:

Control activities provide reasonable assurance that office facilities and information systems are appropriately protected from unauthorized access.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
1.5	The badge access system maintains activity logs and access attempts are traceable to specific badges.	Inspected a nonstatistical sample of badge access system logs generated during the review period to determine that the badge access system maintained activity logs and access attempts were traceable to specific badges.	No relevant exceptions noted.
1.6	Administrator access within the badge access system is restricted to a shared administrator account accessible by persons holding the following positions: • Director of technical support • Support manager • System and network administrator • Client support specialist • System analysts (2)	Inquired of director of technical support regarding the badge access system administrator account to determine that administrator access within the badge access system was restricted to a shared administrator account accessible by persons holding the following positions: • Director of technical support • Support manager • System and network administrator • Client support specialist • System analysts (2) Inspected a listing of badge access system administrator accounts to determine that administrator access within the badge access system was restricted to a single user account.	No relevant exceptions noted. No relevant exceptions noted.
1.7	Employee requests for badge access cards are required to be made using a standardized request form.	Inspected the access request form for nonstatistical sample of employees hired during the review period to determine that a standardized request form was utilized for each employee sampled.	No relevant exceptions noted.

MATRIX 1

PHYSICAL SECURITY

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that office facilities and information systems are appropriately protected from unauthorized access.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
1.8	Termination procedures require that terminated employees' badge access be revoked as a component of the termination process.	Inspected badge access rights for a nonstatistical sample of employees terminated during the review period to determine that badge access was revoked for each terminated employee sampled.	The test of the control activity, performed in June 2011, disclosed that badge access was not revoked for five of 17 terminated employees sampled at the Columbus, Ohio, facility. Subsequent testing of the control activity, performed in June 2011, disclosed that badge access was revoked for the aforementioned terminated employees.

MATRIX 2

COMPUTER OPERATIONS

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance of timely system backups of critical files, off-site backup storage, and regular off-site rotation of backup media.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
2.1	A documented backup procedure is in place to guide personnel in performing backup tasks.	Inspected the tape backup procedure to determine that the backup procedure was documented to guide personnel in performing backup tasks.	No relevant exceptions noted.
2.2	Information technology (IT) personnel utilize an automated backup system to perform scheduled system backups.	Inspected the automated backup system configurations to determine that an automated backup system was in place.	No relevant exceptions noted.
2.3	The automated backup system is configured to perform incremental backups of production servers on a daily basis and full backups on a weekly basis.	Inspected the backup job configurations to determine that the automated backup system was configured to perform incremental backups of production servers on a daily basis and full backups on a weekly basis.	No relevant exceptions noted.
2.4	The automated backup system is configured to automatically verify that the backup contents are readable.	Inspected the backup system configurations to determine that the automated backup system was configured to automatically verify that the backup contents were readable.	No relevant exceptions noted.
2.5	The automated backup system is configured to encrypt backup media.	Inspected the backup system configurations to determine that the automated backup system was configured to encrypt backup media.	No relevant exceptions noted.
2.6	The automated backup system is configured to send automated e-mail alerts to the systems and network administrator regarding the completion status of backup jobs.	Inspected the backup system alert configuration and an example e-mail alert generated during the review period to determine that the automated backup system was configured to send automated e-mail alerts to the systems and network administrator regarding the completion status of backup jobs.	No relevant exceptions noted.

MATRIX 2

COMPUTER OPERATIONS

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance of timely system backups of critical files, off-site backup storage, and regular off-site rotation of backup media.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
2.7	Backup tapes are stored in a locked safe within the server room in the office facility.	Observed the backup tapes to determine that backup tapes were stored in a locked safe within the server room in the office facility.	No relevant exceptions noted.
2.8	A third party media vaulting provider is utilized to securely store backup media at an off-site location.	Inspected the off-site inventory transfer reports for a nonstatistical sample of months during the review period to determine that a third party media vaulting provider was utilized to securely store backup media at an off-site location for each month sampled.	No relevant exceptions noted.
2.9	IT personnel utilize an automated data replication system to perform real time data replication of the production database servers to a separate off-site third party data center.	Inquired of the director of network operations and technology regarding data replication to determine that IT personnel utilized an automated data replication system to perform real time data replication of the production database servers to a separate off-site third party data center.	No relevant exceptions noted.
2.10	IT personnel monitor the success or failure of data replication via automated e-mail reports on a daily basis.	Inspected an example database replication report to determine that an automated data replication system was utilized to perform real time data replication of the production database servers.	No relevant exceptions noted.
		Inquired of the director of network operations regarding the monitoring of data replication to determine that IT personnel monitored the success or failure of data replication via automated e-mail reports on a daily basis.	No relevant exceptions noted.
		Inspected the automated data replication report configurations and an example report to determine that an automated replication status report was e-mailed to IT personnel on a daily basis.	No relevant exceptions noted.

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

MATRIX 2

COMPUTER OPERATIONS

**Control Objective Specified
by the Service Organization:**

Control activities provide reasonable assurance of timely system backups of critical files, off-site backup storage, and regular off-site rotation of backup media.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
2.11	IT personnel perform data restoration tests of backup media as a component of normal business operations.	Inquired of the director of infrastructure regarding backup restorations to determine that IT personnel performed data restoration tests of backup media as a component of normal business operations during the review period. Inspected the data media restoration test results for a nonstatistical sample of months during the review period to determine that data restoration tests of backup media were performed for each month sampled.	No relevant exceptions noted. No relevant exceptions noted.

MATRIX 3

COMPUTER OPERATIONS

Control Objective Specified

by the Service Organization: Control activities provide reasonable assurance that systems are maintained in a manner that helps ensure system availability.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
3.1	The production architecture is configured with redundancies to allow failover in the event of certain system failures or outages.	Inspected the network diagram, replication configurations, and failover configurations to determine that the production architecture was configured with redundancies to allow failover in the event of certain system failures or outages.	No relevant exceptions noted.
3.2	Maintenance agreements are in place with third party vendors to provide maintenance for certain production hardware components.	Inspected the third party maintenance agreements to determine that maintenance agreements were in place with third party vendors to provide maintenance for certain production hardware components.	No relevant exceptions noted.
3.3	IT personnel utilize an enterprise monitoring application to monitor the performance and availability of the production network devices and components.	Inspected the monitoring application configurations to determine that an enterprise monitoring application was in place to monitor the performance and availability of the production network devices and components.	No relevant exceptions noted.
3.4	The enterprise monitoring application is configured to send e-mail alert notifications to IT personnel when certain predefined thresholds are exceeded on monitored devices.	Inspected the enterprise monitoring systems notification configurations and example alert notifications to determine that the enterprise monitoring application was configured to send e-mail alert notifications to IT personnel when certain predefined thresholds were exceeded on monitored devices.	No relevant exceptions noted.

MATRIX 4

INFORMATION SECURITY

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that system information, once entered into the system, is protected from unauthorized or unintentional use, modification, addition or deletion.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
4.1	Documented IT policies and procedures are in place to direct personnel in securing confidential information.	Inspected the IT Resource Acceptable Use and the Safeguarding Confidential Information policies to determine that documented IT policies and procedures were in place and included guidance on securing confidential information.	No relevant exceptions noted.
4.2	A standard access request form is utilized to request user access privileges. The request must be approved by the employee's supervisor.	Inspected the resource request form for nonstatistical sample of employees hired during the review period to determine that a standard access request form was utilized and approved by a supervisor for each employee sampled.	No relevant exceptions noted.
4.3	IT personnel revoke terminated employees' access privileges upon notification of employee termination.	Inspected the application and database server operating system (O/S), database, and application user account listings for a nonstatistical sample of employee terminated during the review period to determine that access was revoked for each terminated employee sampled.	The test of the control activity disclosed that IMX application access was not revoked for one of 64 terminated users sampled.
4.4	A user access review is performed on a semi-annual basis to help ensure user access is appropriate.	Inspected the most recent semi-annual review to determine that a user access review was performed within the six months preceding the end of the review period.	The test of the control activity disclosed that semi-annual user access reviews were not conducted during the review period.

MATRIX 4

INFORMATION SECURITY

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that system information, once entered into the system, is protected from unauthorized or unintentional use, modification, addition or deletion.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
4.5	Each client has a designated client administrator who can request additions, deletions and modifications to client user access privileges through the use of a standard access request form.	Inquired of the vice president of information technology regarding designated client administrators to determine that each client had a designated client administrator who could request additions, deletions and modifications to client user access privileges through the use of a standard access request form.	No relevant exceptions noted.
	<u>Application and Database Server O/S Authentication Controls</u>	Inspected the list of client administrators to determine that each client had a designated client administrator.	No relevant exceptions noted.
4.6	O/S users are authenticated via an authorized O/S user account and password before being granted access to the application and database servers' O/S.	Inspected the security configuration files for the production application and database servers to determine that O/S users were authenticated via an authorized O/S user account and password before being granted access to the application and database servers' O/S.	No relevant exceptions noted.
4.7	IT personnel utilize the password shadow technique to help secure user account passwords.	Inspected the security configuration files for the production application and database servers to determine that the password shadow technique was utilized to secure user account passwords.	No relevant exceptions noted.

MATRIX 4

INFORMATION SECURITY

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that system information, once entered into the system, is protected from unauthorized or unintentional use, modification, addition or deletion.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
4.8	<u>Application and Database Server O/S Access Controls</u> Administrator access within the application and database servers' O/S is restricted to user accounts accessible by persons holding the following positions: • Vice president of advanced technologies • Director of network operations and technology • Director of IT • Systems and network administrator	Inspected the access control settings for the production application and database servers to determine that administrator access within the application and database servers' O/S was restricted to user accounts accessible by persons holding the following positions: • Vice president of advanced technologies • Director of network operations and technology • Director of IT • Systems and network administrator	No relevant exceptions noted.
4.9	<u>Database Authentication Controls</u> Database users are authenticated via an authorized user account and password before being granted access to the databases.	Inspected a listing of database user accounts and the database authentication screen to determine that database users were authenticated via an authorized user account and password before being granted access to the database.	No relevant exceptions noted.

MATRIX 4

INFORMATION SECURITY

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that system information, once entered into the system, is protected from unauthorized or unintentional use, modification, addition or deletion.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
4.10	<u>Database Access Controls</u> Administrator access within the database is restricted to user accounts accessible by persons holding the following positions: • Vice president of advanced technologies • Director of network operations and technology • Director of IT • Systems and network administrator	Inspected the database user access permissions to determine that administrator access within the database was restricted to user accounts accessible by persons holding the following positions: • Vice president of advanced technologies • Director of network operations and technology • Director of IT • Systems and network administrator	No relevant exceptions noted.
4.11	<u>IMX Billing Application Authentication Controls</u> Application users are authenticated via an authorized application account and password before being granted access to the application.	Inspected a listing of application user accounts and the application authentication screen to determine that application users were authenticated via an authorized application account and password before being granted access to the application.	No relevant exceptions noted.
4.12	The application is configured to enforce the following password requirements: • Minimum length • Complexity • Password expiration intervals	Inspected the application password configurations to determine that the application was configured to enforce the following password requirements: • Minimum length • Complexity • Password expiration intervals	No relevant exceptions noted.

MATRIX 4

INFORMATION SECURITY

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that system information, once entered into the system, is protected from unauthorized or unintentional use, modification, addition or deletion.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
4.13	<u>IMX Billing Application Access Controls</u> Administrator access within the application is restricted to user accounts accessible by persons holding the following positions: • Vice president of advanced technologies • Director of technical support • Director of application development • Systems and network administrator • Programmer • Software engineer • Client support specialists (4) • Field solutions analyst	Inspected the IMX Billing Application access permissions to determine that administrator access within the application was restricted to user accounts accessible by persons holding the following positions: • Vice president of advanced technologies • Director of technical support • Director of application development • Systems and network administrator • Programmer • Software engineer • Client support specialists (4) • Field solutions analyst	No relevant exceptions noted.
4.14	The application restricts user functionality and views based on roles and privileges that are assigned to each user's account.	Inspected the assigned roles for the user accounts assigned to a nonstatistical sample of employees hired during the review period to determine that the application restricted user functionality and views based on roles and privileges that were assigned to user account for each employee sampled.	No relevant exceptions noted.
4.15	Secure hypertext transfer protocol (HTTPS) is utilized to access the application.	Inspected an application session to determine that the HTTPS was utilized to access the application.	No relevant exceptions noted.

MATRIX 4

INFORMATION SECURITY

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that system information, once entered into the system, is protected from unauthorized or unintentional use, modification, addition or deletion.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
4.16	<u>IMX Billing Application Monitoring / Logging Controls</u> Programmer access to production is logged. An online report is reviewed and sample access reconciled back to support tickets.	Inquired of the VP of information technology regarding logging to determine that programmer access to production was logged and an online report was reviewed and sample access reconciled back to support tickets during the review period. Inspected a sample log and a nonstatistical sample of reconciliations performed during the review period to determine that access to production was logged and the report was reviewed and reconciled to support tickets.	No relevant exceptions noted. No relevant exceptions noted.

MATRIX 5

APPLICATION DEVELOPMENT, MAINTENANCE, AND DOCUMENTATION

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that maintenance and changes to the IMX application are appropriately initiated, properly tested, reviewed, approved and documented.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
	<u>Change Request Initiation and Control</u>		
5.1	Documented application change control policies and procedures to guide personnel in the application development process.	Inspected application development procedures to determine that documented application change control policies and procedures which addressed the request, approval and testing of changes to the production environment.	No relevant exceptions noted.
5.2	Development personnel require requests for changes to production systems to be documented in the request management system and that such requests include the following: - Individual requesting the change - Description of the change and business reason - Affected systems and product components	Inspected change request tickets for a nonstatistical sample of application changes implemented during the review period to determine that each request for changes to production systems sampled was documented in the request management system and included the following: - Individual requesting the change - Description of the change and business reason - Affected production systems and product components	No relevant exceptions noted.
5.3	Application development personnel meet to discuss and prioritize application changes on a weekly basis.	Inquired of the director of application development regarding weekly meetings to determine that application development personnel met to discuss and prioritize application changes on a weekly basis.	No relevant exceptions noted.
		Inspected the recurring calendar meeting documentation to determine that meetings were scheduled on a weekly basis.	No relevant exceptions noted.

MATRIX 5

APPLICATION DEVELOPMENT, MAINTENANCE, AND DOCUMENTATION

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that maintenance and changes to the IMX application are appropriately initiated, properly tested, reviewed, approved and documented.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
	<u>Control of Changes</u>		
5.4	Program development and testing efforts are performed in distinct development and test environments that are physically and logically separated from the production environment.	Inquired of the director of application development regarding the physical and logical separation of development and testing environments to determine that program development and testing efforts were performed in distinct development and test environments that were physically and logically separated from the production environment. Inspected the Internet Protocol (IP) addresses for the development and production environments to determine that the program development and testing efforts were performed in distinct development and test environments that were logically separated from the production environment.	No relevant exceptions noted. No relevant exceptions noted.
5.5	Version control software is utilized to maintain control of application code throughout the development process.	Inspected the version control software configurations to determine that version control software was in place.	No relevant exceptions noted.

MATRIX 5

APPLICATION DEVELOPMENT, MAINTENANCE, AND DOCUMENTATION

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that maintenance and changes to the IMX application are appropriately initiated, properly tested, reviewed, approved and documented.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
5.6	The ability to modify development source code in the version control software is restricted to user accounts accessible by persons holding the following positions: • Vice president of advanced technologies • Director of IT • Director of application development • Technical operations manager • Application developers (20) • Third party development contractors (3)	Inspected the version control software user listing to determine that the ability to modify development source code in the version control software was restricted to user accounts accessible by persons holding the following positions: • Vice president of advanced technologies • Director of IT • Director of application development • Technical operations manager • Application developers (20) • Third party development contractors (3)	No relevant exceptions noted.
5.7	QA testing is performed on application changes prior to implementation.	Inspected testing documentation and requester approval for a nonstatistical sample of application changes implemented during the review period to determine that QA testing was performed for each change sampled.	No relevant exceptions noted.

MATRIX 5

APPLICATION DEVELOPMENT, MAINTENANCE, AND DOCUMENTATION

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that maintenance and changes to the IMX application are appropriately initiated, properly tested, reviewed, approved and documented.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
5.8	The director of application development reviews and approves the changes in each release prior to implementation.	Inquired of the director of application development regarding approvals to determine that the director of application development reviewed and approved the changes in each release prior to implementation.	No relevant exceptions noted.
		Inspected approval e-mails for a nonstatistical sample of application changes implemented during the review period to determine that the director of application development approved the changes in each release prior to implementation for each change sampled.	No relevant exceptions noted.
5.9	The ability to implement changes is restricted to user accounts accessible by persons holding the following positions: • Vice president of advanced technologies • Director of network operations and technology • Director of IT • Systems and network administrator	Inspected the production environment user access listings to determine that the ability to implement changes was restricted to user accounts accessible by persons holding the following positions: • Vice president of advanced technologies • Director of network operations and technology • Director of IT • Systems and network administrator	No relevant exceptions noted.
5.10	An automated script is configured to send an e-mail notification to IT personnel when changes are made to the production billing application.	Inspected the automated e-mail configurations and an example e-mail notification generated during the review period to determine that an automated script was configured to send an e-mail notification to IT personnel when changes were made to the production billing application.	No relevant exceptions noted.

MATRIX 6

DATA COMMUNICATIONS

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that data maintains its integrity and is securely transmitted between third parties and the service organization.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
6.1	A firewall system is in place to filter unauthorized inbound production network traffic from the Internet.	Inspected the firewall ruleset to determine that a firewall system was in place to filter unauthorized inbound production network traffic from the Internet.	No relevant exceptions noted.
6.2	The firewall system is configured to deny any type of network connection that is not explicitly authorized by a firewall rule.	Inspected the firewall ruleset to determine that the firewall system was configured to deny any type of network connection that was not explicitly authorized by a firewall rule.	No relevant exceptions noted.
6.3	The firewall system is configured to provide failover services in the event of a primary firewall failure.	Inspected the network diagram and firewall failover configurations to determine that the firewall system was configured to provide failover services in the event of a primary firewall failure.	No relevant exceptions noted.
6.4	Administrator access within the firewall system is restricted to user accounts accessible by persons holding the following positions: • Director of network operations and technology • Systems and network administrator • Third party contractor	Inspected the firewall administrator listing to determine that administrator access within the firewall system was restricted to user accounts accessible by persons holding the following positions: • Director of network operations and technology • Systems and network administrator • Third party contractor	No relevant exceptions noted.
6.5	Network address translation (NAT) is utilized to translate internal IP addresses to publicly routable IP addresses.	Inspected the NAT configurations to determine that NAT was utilized to translate internal IP addresses to publicly routable IP addresses.	No relevant exceptions noted.

MATRIX 6

DATA COMMUNICATIONS

Control Objective Specified by the Service Organization:

Control activities provide reasonable assurance that data maintains its integrity and is securely transmitted between third parties and the service organization.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
6.6	Encrypted virtual private network (VPN) connections are utilized to help ensure the privacy and integrity of the data passing through the public network.	Inspected the VPN configurations to determine that remote direct access to the database servers occurred through encrypted VPN connections to help protect the privacy and integrity of the database.	No relevant exceptions noted.
6.7	Administrator access for VPN connections is restricted to user accounts accessible by persons holding the following positions: • Director of network operations and technology • Systems and network administrator • Third party contractor	Inspected the firewall administrator listing to determine that administrator access for VPN connections was restricted to user accounts accessible by persons holding the following positions: • Director of network operations and technology • Systems and network administrator • Third party contractor	No relevant exceptions noted.
6.8	Web application vulnerability assessments are performed on the IMX Billing Application utilizing a third party scanning tool on a monthly basis.	Inspected the web application vulnerability assessment reports for a nonstatistical sample of months during the review period to determine that web application vulnerability assessments were performed on the IMX Billing Application utilizing a third party scanning tool for each month sampled.	No relevant exceptions noted.
6.9	File transfer site users are authenticated via an authorized user account and password before being granted access to the file transfer directories.	Inspected the file transfer site authentication screen and a listing of file transfer site user accounts to determine that file transfer site users are authenticated via an authorized user account and password before being granted access to the file transfer directories.	No relevant exceptions noted.

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

MATRIX 6

DATA COMMUNICATIONS

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that data maintains its integrity and is securely transmitted between third parties and the service organization.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
6.10	File transfer users are restricted to individual home directories on the file transfer server.	Inspected the file transfer site configurations to determine that file transfer site users are restricted to individual home directories on the file transfer server.	No relevant exceptions noted.
6.11	The IMX Billing Application provides secure connections via the Internet utilizing secure sockets layer (SSL) encryption.	Inspected the IMX Billing Application website digital certificate to determine that the IMX Billing Application provided secure connections via the Internet utilizing SSL encryption.	No relevant exceptions noted.

MATRIX 7

CODING

Control Objective Specified by the Service Organization:

Control activities provide reasonable assurance that coding is accurately and completely performed to help ensure that EMS claims comply with regulatory guidelines and client directives.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
7.1	Management maintains policies and procedures to guide personnel in performing the claims capture and coding functions.	Inspected the coding policy and training manual, ambulance coding procedures and patient signature requirements policy to determine that management maintained procedures to guide personnel in performing the claims capture and coding functions.	No relevant exceptions noted.
7.2	The electronic data transfer website is configured to search for new uploads every five minutes.	Inspected the electronic data transfer website configurations to determine it was configured to search for new uploads every five minutes.	No relevant exceptions noted.
7.3	The IMX Billing Application is configured to restrict multiple coding personnel from working on the same claim.	Inspected the IMX Billing Application configurations to determine that the IMX Billing Application was configured to restrict multiple coding personnel from working on the same claim.	No relevant exceptions noted.
7.4	Coding management assigns specific client queues to coding personnel on a daily basis.	Inspected evidence of coding assignments for a nonstatistical sample of dates during the review period to determine that coding management assigned specific client queues to coding personnel for each date sampled.	No relevant exceptions noted.
7.5	The IMX Billing Application is configured to log and timestamp changes to a claim.	Inspected the IMX Billing Application configurations to determine that the IMX Billing Application was configured to log and timestamp changes to a claim.	No relevant exceptions noted.
7.6	The IMX Billing Application sends activity reports to operations management on a daily basis regarding IMX Billing Application data entry and data display activity.	Inspected the activity reports for a nonstatistical sample of dates during the review period to determine that the IMX Billing Application sent activity reports to operations management for each date sampled.	No relevant exceptions noted.

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

MATRIX 7

CODING

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that coding is accurately and completely performed to help ensure that EMS claims comply with regulatory guidelines and client directives.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
7.7	The IMX Billing Application automatically recommends a billing level of service based on details contained within the patient record.	Inquired of the director of coding shared services regarding data entry to determine that the IMX Billing Application automatically recommended a billing level of service based on details contained within the patient record.	No relevant exceptions noted.
		Inspected the IMX Billing Application configurations to determine that the IMX Billing Application automatically recommended a billing level of service based on details contained within the patient record.	No relevant exceptions noted.
7.8	The coding QA team performs an audit of a sample of claims entered by coding personnel on a monthly basis.	Inspected evidence of the coding audit for a nonstatistical sample of months during the review period to determine that the coding QA team performed an audit of a sample of claims entered by coders for each month sampled.	No relevant exceptions noted.
7.9	Coding management will provide additional training to coding personnel when identified areas for improvement have been noted.	Inspected a nonstatistical sample of individuals who received additional training to determine that coding management provided additional training to coding personnel when identified areas for improvement had been noted.	No relevant exceptions noted.

MATRIX 8

FRONT END PROCESSING

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that front end processing is performed to ensure that EMS transports are captured to comply with regulatory guidelines and client directives.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
8.1	Operations personnel scan paper claims into the IMX Billing Application upon receipt of the paper claim	Inspected evidence of scanning for a nonstatistical sample of paper claims received during the review period to determine that operations personnel scanned paper claims into the IMX Billing Application upon receipt of the paper claim.	No relevant exceptions noted.
8.2	Data entry personnel utilize a batch header ticket for paper claims to help ensure that data entry procedures are following including: - Data entry input - Scanning	Observed the paper claim process to determine that data entry personnel utilized a batch header ticket for paper claims to help ensure that data entry procedures were followed including: - Data entry input - Scanning Inspected the batch header ticket for a nonstatistical sample of paper claims during the review period to determine that a batch header ticket was created for each paper claim sampled.	No relevant exceptions noted. No relevant exceptions noted.
8.3	The IMX Billing Application inspects historical EMS billing account information for patients to match incomplete accounts with existing patient information in order to complete the claim.	Inspected the internal sweep status report for a nonstatistical sample of days during the review period to determine that the IMX Billing Application inspected historical EMS billing account information for patients to match incomplete accounts with existing patient information.	No relevant exceptions noted.

MATRIX 8

FRONT END PROCESSING

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that front end processing is performed to ensure that EMS transports are captured to comply with regulatory guidelines and client directives.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
8.4	Operations personnel utilize a third party research vendor to facilitate the identification of patient social security numbers and/or mailing address information for billing purposes.	Inquired of the manager accounts receivables, payment services regarding claims filing to determine that operations personnel utilized a third party research vendor to facilitate the identification of patient social security numbers and/or mailing address information for billing purposes. Inspected the third party vendor application screen and mailing data verification program to determine that operations personnel utilized a third party research vendor to facilitate the identification of patient social security numbers and/or mailing address information for billing purposes.	No relevant exceptions noted. No relevant exceptions noted.
8.5	Billing personnel utilize third party insurance research vendors to facilitate the identification of insurance eligibility and verification for billing purposes.	Inquired of the front end processing manager regarding insurance research to determine that operations personnel utilized third party research vendors to facilitate the identification of insurance eligibility and verification for billing purposes. Inspected third party research vendor application screens to determine that billing personnel utilized third party insurance research vendors to facilitate the identification of insurance eligibility and verification for billing purposes.	No relevant exceptions noted. No relevant exceptions noted.

MATRIX 9

BILLING PROCESSING

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that claims are filed electronically to third party payers and patients are billed according to client directives, payer policies, and regulatory guidelines.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
9.1	Procedures are in place to direct personnel in performing the billing process.	Inspected the Super Web-Edit User's Guide and other billing procedures specific to clients billing preferences to determine that procedures were in place to direct personnel in performing the billing process.	No relevant exceptions noted.
9.2	Operations personnel submit and confirm that each Medicare and Medicaid claim file has transmitted successfully to the appropriate provider.	Inspected evidence of Medicare and Medicaid claim file submission for a nonstatistical sample of days during the review period to determine that operations personnel submitted and confirmed that each Medicare and Medicaid claim file had transmitted successfully for each date sampled.	No relevant exceptions noted.
9.3	The IMX Billing Application automatically sends completed insurance claim files to the third party clearinghouses.	Inspected the IMX Billing Application configurations to determine that the IMX Billing Application automatically sent completed insurance claim files to the third party clearinghouses.	No relevant exceptions noted.
9.4	Billing personnel re-submit corrected versions of rejected claims upon correction.	Inquired of manager accounts receivables, payment services regarding rejected claims to determine that billing personnel re-submitted corrected versions of rejected claims immediately upon correction. Inspected the claims status report and evidence of re-submission for a nonstatistical sample of dates during the review period to determine that billing personnel re-submitted correct versions of rejected claims upon correction for each date sampled.	No relevant exceptions noted. No relevant exceptions noted.

MATRIX 9

BILLING PROCESSING

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that claims are filed electronically to third party payers and patients are billed according to client directives, payer policies, and regulatory guidelines.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
9.5	Billing supervisors review summary reports of rejected claims received from the third party clearinghouse on a weekly basis.	Inquired of the manager of posting and appeals regarding rejected claims to determine that billing supervisors reviewed summary reports of rejected claims received from the third party billing clearinghouse on a weekly basis. Inspected the rejected claims reports for a nonstatistical sample of days during the review period to determine that summary reports of rejected claims received from third party billing clearinghouses were available for review for each weekly sampled.	No relevant exceptions noted. No relevant exceptions noted.
9.6	The IMX Billing Application is configured to automatically send bills to patients that do not have an insurance provider listed.	Inspected the IMX Billing Application configurations to determine that the IMX Billing Application was configured to automatically send bills to patients that did not have an insurance provider listed.	No relevant exceptions noted.
9.7	Operations management review reports of claims filed but not paid on a monthly basis.	Inspected the production report for a nonstatistical sample of months during the review period to determine that operations management reviewed reports of claims filed but not paid for each month sampled.	No relevant exceptions noted.
9.8	Call center personnel utilize an automated dialing application to obtain insurance information.	Inspected the automated dialing application configurations to determine that call center personnel utilized an automated dialing application to obtain insurance information.	No relevant exceptions noted.

MATRIX 9

BILLING PROCESSING

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that claims are filed electronically to third party payers and patients are billed according to client directives, payer policies, and regulatory guidelines.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
9.9	The automated dialing application is configured to guide call center personnel in handing information gathering calls.	Inspected the automated dialing application configurations to determine that the automated dialing application was configured to guide call center personnel in handing information gathering calls.	No relevant exceptions noted.

MATRIX 10

PAYER AND PAYMENT PROCESSING

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that payments are posted accurately and completely in accordance with client directives, and payment detail is provided to clients.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
10.1	Documented procedures are in place to guide personnel in performing the payer and payment process.	Inspected the Posting Procedures to determine that the posting procedure was in place to guide personnel in payer and payment process.	No relevant exceptions noted.
10.2	Operations personnel review the results of posting to help ensure that insurance payments received via EFT, manual check, credit card, and lockbox are transmitted and processed completely.	Inspected the electronic remittance status report for a nonstatistical sample of payment posting batches during the review period to determine that operations personnel reviewed the posting results generated on the remittance report for each payment batch sampled.	No relevant exceptions noted.
10.3	Operations personnel reconcile patient account payment updates with summary details on a daily basis.	Inquired of the manager of accounts receivables for payment services regarding payment processing to determine that operations personnel reconciled patient account payment updates with electronic payment details on a daily basis.	No relevant exceptions noted.
		Inspected the electronic deposit reconciliation report for a nonstatistical sample of payment batches during the review period to determine that operations personnel reconciled patient account payment updates with electronic payment details for each payment batch sampled.	No relevant exceptions noted.
10.4	Operations personnel make available online or provide payment details to clients on a monthly basis.	Inspected evidence of payment detail provided for a nonstatistical sample of clients and months during the review period to determine that operations personnel made available online or provided payment detail for each client sampled for each month sampled.	No relevant exceptions noted.

MATRIX 11

ACCOUNT RESOLUTION

Control Objective Specified

by the Service Organization: Control activities provide reasonable assurance that accounts are handled and resolved completely in a timely manner.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
11.1	A documented procedure is in place to direct personnel in performing account resolution processes.	Inspected the Manual Moose Process to determine that procedures were in place to guide personnel in performing account resolution processes.	No relevant exceptions noted.
11.2	Refund management personnel review and reconcile patient account overpayments with patient insurance explanation of benefits to validate that overpayment credit balances are accurate.	Inspected the credit balance report for a nonstatistical sample of weeks during the review period to determine that refund management personnel reconciled patient account overpayments with patient insurance explanation of benefits to validate that overpayment credit balances were correct for each week sampled.	The test of the control activity performed at the Oakland, California, facility disclosed that evidence of a completed reconciliation was not available for two of 13 weeks sampled.
11.3	AR personnel confirm that the IMX Billing Application delivers collection data files via secure file transfer protocol (SFTP) to authorized third party collection agencies.	Inquired of the manager accounts receivables, payment services regarding confirmation that the billing system delivered collection data files via SFTP to authorized external collection agencies to determine that account receivable personnel confirmed FTP files were delivered via SFTP to authorized external collection agencies.	No relevant exceptions noted.
		Inspected the SFTP data collection transfer folder structure and configurations to determine that AR personnel delivered collection data files via SFTP to authorized collection agencies.	No relevant exceptions noted.

MATRIX 11

ACCOUNT RESOLUTION

Control Objective Specified

by the Service Organization: Control activities provide reasonable assurance that accounts are handled and resolved completely in a timely manner.

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
11.4	Operations management review collections reports requested by clients in order to identify claims to be sent to the client.	Inquired of the manager of accounts receivables/payment services regarding collection reports to determine that operations management reviewed collection reports requested by clients in order to identify claims to be sent to the client.	No relevant exceptions noted.
		Inspected an example collections report to determine that operations management reviewed collections reports requested by clients in order to identify claims to be sent to the client.	No relevant exceptions noted.
11.5	Refund specialists send refund detail to clients on a monthly basis.	Inspected evidence of refund detail sent to clients for a nonstatistical sample of clients and months during the review period to determine that refund specialists sent refund detail for each client and month sampled.	No relevant exceptions noted.
11.6	Refund specialists review IMX Billing Application reports of patient overpayments to clients to identify refunds that need to be processed.	Inspected evidence of IMX Billing Application report review for a nonstatistical sample of weeks during the review period to determine that refund specialists reviewed IMX Billing Application reports of patient overpayments to clients to identify refunds that needed to be processed for each week sampled.	No relevant exceptions noted.

SECTION 5

OTHER INFORMATION PROVIDED BY MANAGEMENT

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

MANAGEMENT'S RESPONSE TO TESTING EXCEPTIONS

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results	Management's Response
Physical Security				
1.8	Termination procedures require that terminated employees' badge access be revoked as a component of the termination process.	Inspected badge access rights for a nonstatistical sample of employees terminated during the review period to determine that badge access was revoked for each terminated employee sampled.	The test of the control activity, performed in June 2011, disclosed that badge access was not revoked for five out of 17 terminated employees sampled at the Columbus, Ohio, facility. Subsequent testing of the control activity, performed in June 2011, disclosed that badge access was revoked for the aforementioned terminated employees.	We have re-communicated our policy and the need to comply with this policy to the Columbus office supervisors.
Information Security				
4.3	IT personnel revoke terminated employees' access privileges upon notification of employee termination.	Inspected the application and database server O/S, database, and application user account listings for a nonstatistical sample of employee terminated during the review period to determine that access was revoked for each terminated employee sampled.	The test of the control activity disclosed that IMX application access was not revoked for one of 64 terminated users sampled.	We have re-communicated our policy and the need to comply with this policy to supervisors and the IT team responsible for access revocation.
4.4	A user access review is performed on a semi-annual basis to help ensure user access is appropriate.	Inspected the most recent semi-annual review to determine that a user access review was performed within the six months preceding the end of the review period.	The test of the control activity disclosed that semi-annual user access reviews were not conducted during the review period.	We performed a semi-annual access review in Q2 2010 and performed another review July 2011. We will perform semi annual access reviews going forward.

MANAGEMENT'S RESPONSE TO TESTING EXCEPTIONS

Control Point	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results	Management's Response
Account Resolution				
11.2	Refund management personnel review and reconcile patient account overpayments with patient insurance explanation of benefits to validate that overpayment credit balances are accurate.	Inspected the credit balance report for a nonstatistical sample of weeks during the review period to determine that refund management personnel reconciled patient account overpayments with patient insurance explanation of benefits to validate that overpayment credit balances were correct for each week sampled.	The test of the control activity performed at the Oakland, California, facility disclosed that evidence of a completed reconciliation was not available for two of 13 weeks sampled.	We have re-trained personnel on our process to perform the reconciliation weekly and document evidence of this control being performed.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) PRIVACY

In order to address privacy concerns associated with HIPAA, Intermedix has implemented certain control activities to help ensure that standards required by HIPAA regulation are contemplated and addressed at an organizational level.

Specific control activities that Intermedix has implemented for this purpose are as follows:

- Documented compliance program and standards of business ethics and conduct are in place to guide activities related to HIPAA.
- New employees must sign an acknowledgment form indicating that they have been given access to the company policies, which are posted on the HR portal, and understand their responsibility for adhering to the compliance program, the standards of business ethics and conduct, and Intermedix policies. .
- New employees must sign a confidentiality statement agreeing not to disclose proprietary or confidential information, including confidential client information and protected health information (PHI), to unauthorized parties.
- Designated compliance personnel are responsible for monitoring compliance with HIPAA regulation.
- A formal compliance training program, including HIPAA training, is in place to educate employees regarding HIPAA and other applicable regulations. New employees must attend compliance training and existing employees must attend on an annual basis.
- Vendors and subcontractors who have access to PHI are required to sign business associate agreements that address HIPAA regulation.
- Employees receive regular communication regarding appropriate handling of confidential information, including PHI.
- A third party is utilized to manage and perform secure shredding for the disposal of discarded documents with confidential information, including PHI.

Department Statistics Report

Client Name:

Start Date: 01/01/2009

End Date: 12/31/2009



Prepared by: Intermedix, Inc.

This Report May Contain Confidential Information or Protected Health Information Please Treat Accordingly Copyright © 2010 by ADPI-Intermedix



Client Name: _____

CALL TYPE

Start Date: 01/01/2009 **End Date:** 12/31/2009

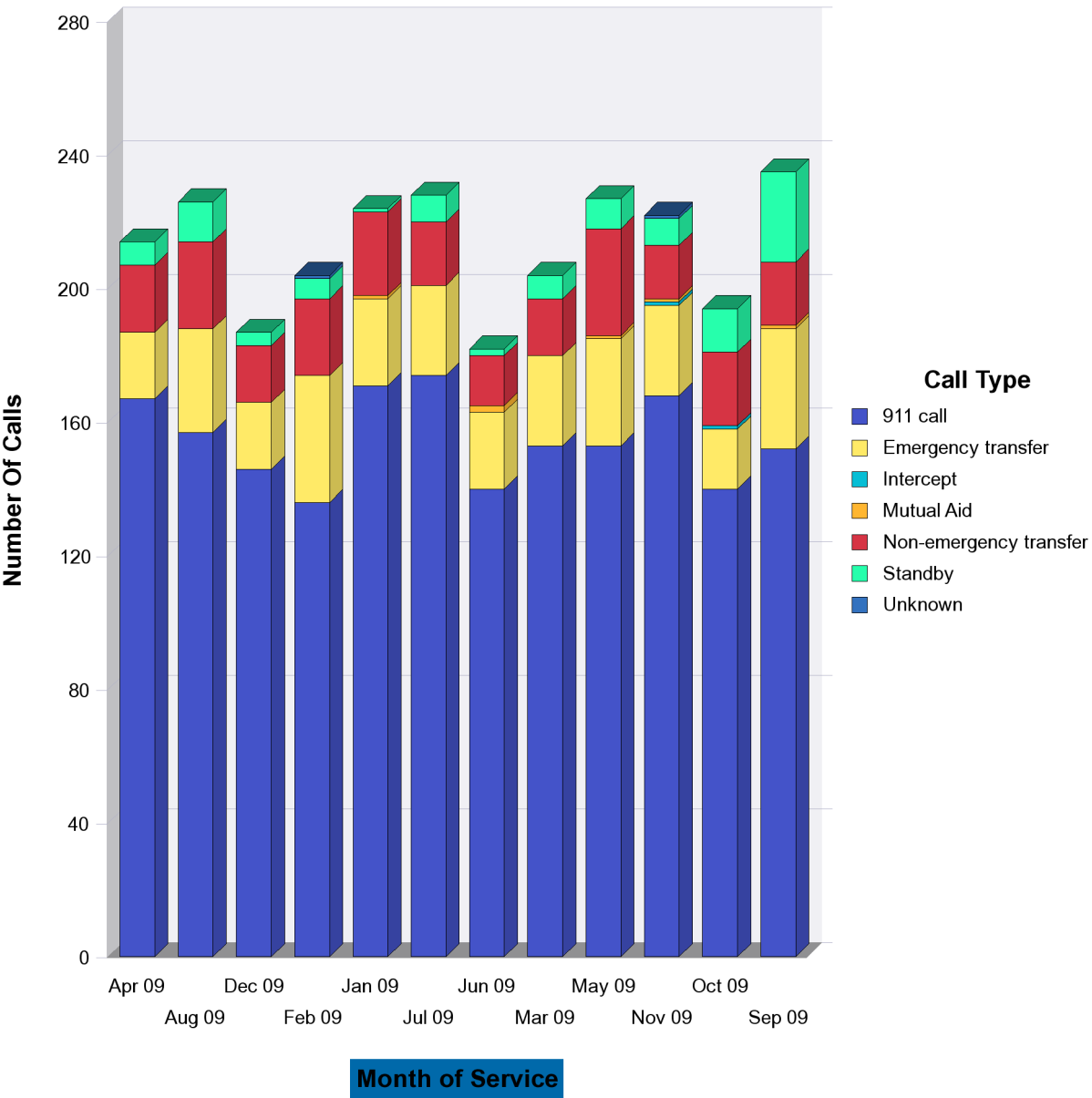
Run Date:

	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09
911 call	171	136	153	167	153	140	174	157	152	140	168
Emergency transfer	26	38	27	20	32	23	27	31	36	18	27
Intercept										1	1
Mutual Aid	1				1	2			1		1
Non-emergency transfer	25	23	17	20	32	15	19	26	19	22	16
Standby	1	6	7	7	9	2	8	12	27	13	8
Unknown		1									1
Total	224	204	204	214	227	182	228	226	235	194	222

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)



Client Name: _____



Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)



Client Name: _____

VEHICLE REPORT

Start Date: 01/01/2009

End Date: 12/31/2009

Run Date:

	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Total
ACAD 1200					1			1			2	3	7
ACAD 1205	2						1						3
ACAD 21	106	98	76	105	104	89	112	101	106	38	6	1	942
ACAD 22	75	69	61	98	104	75	97	115	94	47	16	4	855
ACAD 23										42	94	82	218
ACAD 24	7	12	7	2	2		4		1	1	2	1	39
ACAD 25	5	19	54	2	14	2	8	8	16	5	2		135
ACAD 26										58	100	96	254
ACAD 27	29	6	6	7	2	16	6	1	18	3			94
Total	224	204	204	214	227	182	228	226	235	194	222	187	2,547

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)



Client Name: _____

TOP FIVE AND BOTTOM FIVE DISPATCHED AS

Start Date: 01/01/2009 End Date: 12/31/2009

Run Date:

	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Total
33 - Transfer/Interfacility	45	57	37	45	65	39	50	55	50	41	43	39	566
26 - Sick Person	32	24	26	25	27	23	26	25	22	21	18	23	292
29 - Traffic Accident MVA	13	12	21	12	17	26	43	25	31	12	24	26	262
17 - Fall Victim	19	14	18	33	16	17	20	22	18	29	24	23	253
06 - Breathing Problem	29	22	26	26	14	10	14	16	24	18	25	10	234
03 - Animal Bite											2	1	3
08 - CO Poisoning/Hazmat	3												3
15 - Electrocution										1	1		2
27 - Stab/Gunshot Wound			1								1		2
18 - Headache					1								1
Total	141	129	129	141	140	115	153	143	145	122	138	122	1,618



Client Name: _____

DISPATCHED AS

Start Date: 01/01/2009 **End Date:** 12/31/2009

Run Date:

	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Total
01 - Abdominal Pain	7	6	5	3	4	1	10	5	3	6	4	3	57
02 - Allergies				1	1					1	1		4
03 - Animal Bite											2	1	3
04 - Assault		2	2	3	4	1	1	3	3	1	1	2	23
05 - Back Pain	1	1	2	2	2	2	1	1	1	2	2	4	21
06 - Breathing Problem	29	22	26	26	14	10	14	16	24	18	25	10	234
07 - Burns	2		1					1		1			5
08 - CO Poisoning/Hazmat	3												3
09 - Cardiac Arrest		3	1	1	1	2	1	5	1	1	2	2	20
10 - Chest Pain	11	6	11	6	15	11	5	11	5	12	9	5	107
11 - Choking	1				1				1			1	4
12 - Convulsions/Seizure	9	5	8	5	5	12	6	6	4	7	7	7	81
13 - Diabetic Problem	3	5	5	11	3	4	2	6	5	2	5		51



Client Name: _____

DISPATCHED AS

Start Date: 01/01/2009 **End Date:** 12/31/2009

Run Date: _____

	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Total
15 - Electrocution										1	1		2
17 - Fall Victim	19	14	18	33	16	17	20	22	18	29	24	23	253
18 - Headache					1								1
19 - Heart Problems	1	1	1	3			1			3	1	3	14
20 - Heat/Cold Exposure			1			1		1	1				4
21 - Hemorrhage/Laceratio	4	2	4	4	3	1	3	3	4	3	4	5	40
23 - Ingestion/Poisoning	6	2		4	5	5	6	1	6	1	6	1	43
24 - Pregnancy/Childbirth	1	2						1	2		1		7
25 - Behavioral Emergency	3	2	5	2	6	5	1	7	5	1	2	2	41
26 - Sick Person	32	24	26	25	27	23	26	25	22	21	18	23	292
27 - Stab/Gunshot Wound			1								1		2
28 - Stroke/CVA	2	7	2	1	4	5	3	4	3	1	1	4	37
29 - Traffic Accident MVA	13	12	21	12	17	26	43	25	31	12	24	26	262



Client Name: _____

DISPATCHED AS

Start Date: 01/01/2009 **End Date:** 12/31/2009

Run Date:

	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Total
30 - Traumatic Injury	5	8	1	6	4	3	8	6	5	1	3	1	51
31 - Unconscious/Fainting	9	9	10	5	8	8	12	2	5	6	13	6	93
32 - Unkown Problem(Man	3	3	6	1	4	2	2	2	3	2	9	6	43
33 - Transfer/Interfacility	45	57	37	45	65	39	50	55	50	41	43	39	566
Public Assist	7		2	4	3	2	2	3	4	1	2	4	34
Routine Transport							1	3	1	2		4	11
Standby-Event	1		1	4	7	1	7	3	15	7	6	2	54
Standby-Fire	7	9	6	7	7	1	3	4	5	8	5	3	65
Standby-Sports		2	1					5	8	3			19
Total	224	204	204	214	227	182	228	226	235	194	222	187	2,547



Client Name: _____

TOP FIVE AND BOTTOM FIVE FOUND TO BE

Start Date: 01/01/2009 End Date: 12/31/2009

Run Date:

	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Total
33 - Transfer/Interfacility	45	54	37	43	65	40	49	54	50	41	43	35	556
26 - Sick Person	45	37	42	39	35	31	35	23	34	34	30	38	423
29 - Traffic Accident MVA	13	10	20	12	16	27	43	25	31	12	24	23	256
17 - Fall Victim	16	12	18	26	14	11	22	23	17	26	23	20	228
06 - Breathing Problem	26	13	19	18	15	8	9	16	13	16	13	9	175
11 - Choking	1								1				2
15 - Electrocutation										1	1		2
27 - Stab/Gunshot Wound			1								1		2
02 - Allergies											1		1
03 - Animal Bite												1	1
16 - Eye Problem							1						1
Total	146	126	137	138	145	117	159	141	146	130	136	126	1,647



Client Name: _____

FOUND TO BE

Start Date: 01/01/2009 **End Date:** 12/31/2009

Run Date:

	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Total
01 - Abdominal Pain	6	7	4	2	4		8	5	3	4	4	2	49
02 - Allergies											1		1
03 - Animal Bite												1	1
04 - Assault		1	3	3	3	1	1	3	2	1	1	3	22
05 - Back Pain	2	1	2	3	2	2	1	2		2	3	4	24
06 - Breathing Problem	26	13	19	18	15	8	9	16	13	16	13	9	175
07 - Burns	2		1					1		1			5
08 - CO Poisoning/Hazmat	3												3
09 - Cardiac Arrest	4	3	2	1	1	2	1	5	1	1	2	2	25
10 - Chest Pain	7	7	10	4	13	8	5	8	6	7	9	3	87
11 - Choking	1								1				2
12 - Convulsions/Seizure	7	2	5	7	4	10	4	6	3	6	7	5	66
13 - Diabetic Problem	3	8	5	14	3	6	3	6	4	2	4		58
15 - Electrocution										1	1		2
16 - Eye Problem							1						1
17 - Fall Victim	16	12	18	26	14	11	22	23	17	26	23	20	228



Client Name: _____

FOUND TO BE

Start Date: 01/01/2009 **End Date:** 12/31/2009

Run Date:

	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Total
18 - Headache		1			1	1	1						4
19 - Heart Problems	2	1	1	1		2	1	1	1	2	1	2	15
20 - Heat/Cold Exposure		1	1					4	1				7
21 - Hemorrhage/Laceration	4	2	5	3	3		3	3	2	1	2	5	33
23 - Ingestion/Poisoning	5	2	1	5	5	5	6	1	7	2	8	5	52
24 - Pregnancy/Childbirth		2					1	1	2		1		7
25 - Behavioral Emergency	3	4	5	2	9	7	2	5	4	5	6	3	55
26 - Sick Person	45	37	42	39	35	31	35	23	34	34	30	38	423
27 - Stab/Gunshot Wound			1								1		2
28 - Stroke/CVA	2	4			2	2	3	2	3	1	1	5	25
29 - Traffic Accident MVA	13	10	20	12	16	27	43	25	31	12	24	23	256
30 - Traumatic Injury	3	8	3	10	5	5	8	6	5	2	2	1	58
31 - Unconscious/Fainting	4	6	3	1	3	6	5	5	6	4	9		52
32 - Unkown Problem(Man I	3				1		1	1	1	1	6	1	15
33 - Transfer/Interfacility	45	54	37	43	65	40	49	54	50	41	43	35	556
Public Assist	8		2	7	4	4	2	3	4	2	2	4	42
Routine Transport							1	3	1	2		4	11
Standby-Event	1		1	3	6	1	7	3	14	7	6	2	51

Page 2 of 3

This Report May Contain Confidential Information or Protected Health Information Please Treat Accordingly
Copyright © 2010 by ADPI-Intermedix

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)



Client Name: _____

FOUND TO BE

Start Date: 01/01/2009 **End Date:** 12/31/2009

Run Date:

	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Total
Standby-Fire	4	9	6	6	7	1	2	3	5	8	5	3	59
Standby-Sports		2	1					4	8	3			18
	5	7	6	4	6	2	3	4	6		7	7	57
Total	224	204	204	214	227	182	228	226	235	194	222	187	2,547

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)



Client Name: _____

RESPONSE DISTRICT

Start Date: 01/01/2009 **End Date:** 12/31/2009

Run Date:

	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Total
A	71	47	58	61	61	58	89	75	67	59	62	72	780
B	96	97	87	105	101	71	76	78	93	75	88	58	1,025
	2				1	2		3					8
C	10	8	9	6	7	6	8	10	15	12	3	9	103
D	3	1	1	4	2	1	1			2	1	1	17
E	5	8	2	1	5	4	4	5	4	1	5	7	51
F	1	6	12	6	7	5	6	12	4	9	9	6	83
G	6	2	4	2	6	3	4	3	6	1	11	3	51
H			1		1	1	1	1	1				6
									1				1
		1		4		4	1			2	2	1	15
	28	34	29	24	34	25	38	37	41	33	36	30	389



Client Name: _____

RESPONSE DISTRICT

Start Date: 01/01/2009 **End Date:** 12/31/2009

Run Date:

	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Total
Other	1							1	2		1		5
					1								1
								1	1		1		3
	1					2							3
Undefined			1	1	1						3		6
Total	224	204	204	214	227	182	228	226	235	194	222	187	2,547



Client Name: _____

AGENCY RESPONSE TIME INTERVALS

Start Date: 01/01/2009 End Date: 12/31/2009

Run Date:

	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Average
Average time to leave	2	2	2	2	1	2	1	2	2	2	2	1	2
Average time to scene	6	5	5	6	7	6	5	6	6	5	6	6	6
Average on scene time	19	23	21	22	21	20	25	25	35	25	27	22	24
Average transit time	27	31	24	26	34	27	26	32	32	26	28	29	28
Average time in hospital	38	47	38	40	47	38	40	46	45	41	47	44	43
Average total run time	79	94	76	79	94	77	85	94	95	84	92	80	86

(Total Run time / Transports)

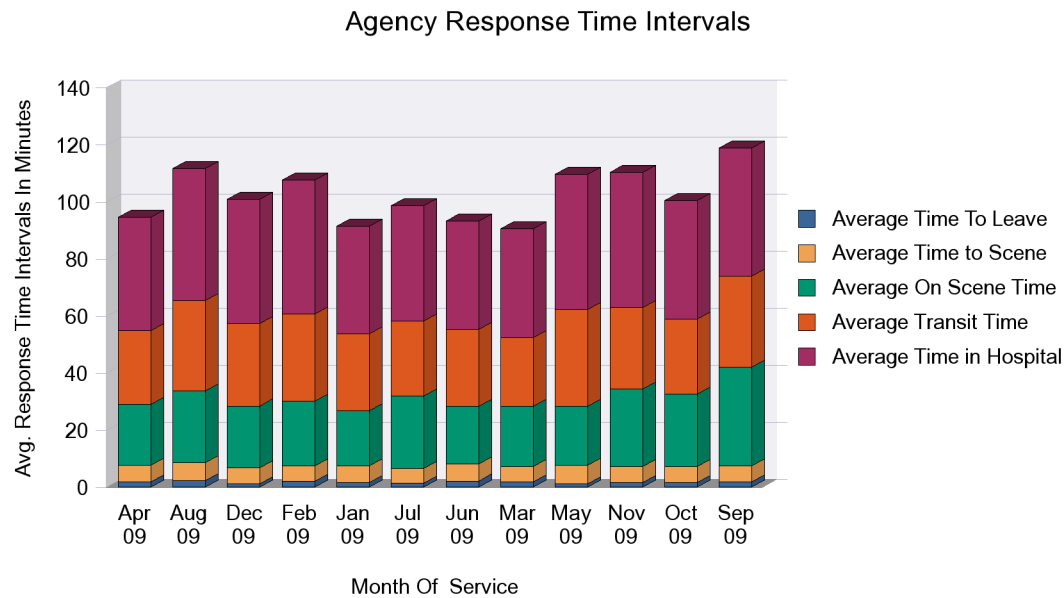


Client Name: _____

AGENCY RESPONSE TIME INTERVALS

Start Date: 01/01/2009 **End Date:** 12/31/2009

Run Date:





Client Name: _____

DISPOSITION

Start Date: 01/01/2009 End Date: 12/31/2009

Run Date:

	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Total
Transport and treatment	175	165	157	162	174	133	177	169	158	156	163	134	1,923
Treatment, no transport	8	1	6	6	4	7	4	5	3	1	5	2	52
Treatment, transport refused		5	1		1	1	2		4				14
No treatment, no transport	22	13	20	32	26	31	31	33	35	15	32	37	327
Transport, no treatment	5	2	1	2	2	1	1	2	2	1			19
Dead on scene		2			1	1	1	1	1		2		9
False Al/Unfounded/No Pt	12	11	14	10	17	7	11	16	32	19	18	10	177
DNR, no transport					1								1
Call cancelled	2	5	5	2	1	1	1			2	2	4	25
Total	224	204	204	214	227	182	228	226	235	194	222	187	2,547



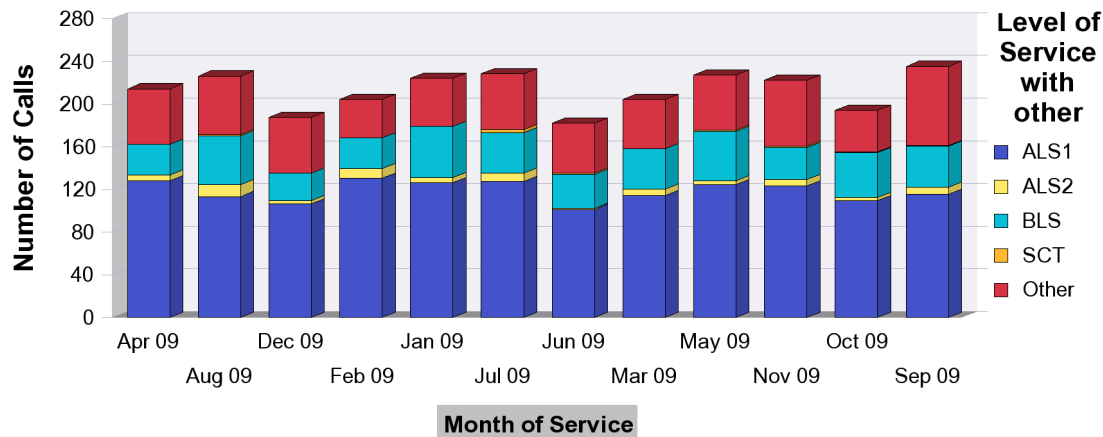
Client Name: _____

LEVEL OF SERVICE

Start Date: 01/01/2009 End Date: 12/31/2009

Run Date:

	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Total
ALS1	126	130	114	128	124	101	127	113	115	109	123	106	1,416
ALS2	5	9	6	5	4	1	8	11	7	3	6	3	68
BLS	48	29	38	29	46	32	38	46	38	42	30	26	442
SCT					1	1	3	1	1	1	1		9
Other	45	36	46	52	52	47	52	55	74	39	62	52	612
Total	224	204	204	214	227	182	228	226	235	194	222	187	2,547



Financial Summary Reports

Client Name:

Year: 2009



Prepared by: Intermedix, Inc

This Report May Contain Confidential Information or Protected Health Information Please Treat Accordingly Copyright © 2010 by ADPI-Intermedix



Client Name: _____

MONTHLY SUMMARY BY DATE OF SERVICE

Year: 2009

Run Date:

	2009	2009	2009	2009	2009	2009	2009
	Jan	Feb	Mar	Apr	May	Jun	Jul
ALS1	56%	64%	56%	60%	55%	55%	56%
ALS2	2%	4%	3%	2%	2%	1%	4%
BLS	21%	14%	19%	14%	20%	18%	17%
SCT					0%	1%	1%
Other	20%	18%	23%	24%	23%	26%	23%
Total	224	204	204	214	227	182	228
Gross Charges	\$243,692	\$253,883	\$210,110	\$228,080	\$265,527	\$201,750	\$254,469
Contractual Allowances	\$126,736	\$100,809	\$104,489	\$87,860	\$118,739	\$76,366	\$95,089
Net Charges	\$116,956	\$153,074	\$105,620	\$140,220	\$146,788	\$125,384	\$159,380
Net Collections	\$95,855	\$98,707	\$75,790	\$105,245	\$100,929	\$80,711	\$110,325
Net Writeoffs	\$1,938	\$2	\$3,776	\$1,988	\$0	\$1,536	\$2,386
Open A/R	\$19,163	\$54,365	\$26,054	\$32,987	\$45,859	\$43,137	\$46,669
Per Account Metrics:							
Avg Charges Per Transport	\$1,354	\$1,511	\$1,330	\$1,391	\$1,504	\$1,500	\$1,425
Avg Collections Per Transport	\$533	\$589	\$480	\$642	\$572	\$602	\$619
Avg Charges Per Non-Transport	\$0	\$43	\$0	\$0	\$15	\$16	\$16
Avg Collections Per Non-Transport	\$0	\$8	\$0	\$0	\$6	\$0	\$2
Gross % to Date	39%	39%	36%	46%	38%	40%	43%
Net % to Date	82%	64%	72%	75%	69%	64%	69%



Client Name: _____

	2009	2009	2009	2009	2009
	Aug	Sep	Oct	Nov	Dec
ALS1	50%	49%	56%	55%	57%
ALS2	5%	3%	2%	3%	2%
BLS	20%	16%	22%	14%	14%
SCT	0%	0%	1%	0%	
Other	24%	31%	20%	28%	28%
Total	226	235	194	222	187
Gross Charges	\$260,520	\$246,180	\$220,284	\$243,584	\$195,457
Contractual Allowances	\$102,448	\$94,443	\$96,957	\$102,610	\$80,125
Net Charges	\$158,073	\$151,737	\$123,327	\$140,974	\$115,332
Net Collections	\$96,190	\$110,743	\$80,173	\$89,983	\$70,331
Net Writeoffs	\$0	\$611	\$0	\$817	\$0
Open A/R	\$61,882	\$40,384	\$43,153	\$50,174	\$45,001
Per Account Metrics:					
Avg Charges Per Transport	\$1,519	\$1,534	\$1,403	\$1,485	\$1,452
Avg Collections Per Transport	\$561	\$688	\$511	\$550	\$522
Avg Charges Per Non-Transport	\$14	\$10	\$0	\$27	\$16
Avg Collections Per Non-Transport	\$5	\$10	\$0	\$5	\$8
Gross % to Date	37%	45%	36%	37%	36%
Net % to Date	61%	73%	65%	64%	61%



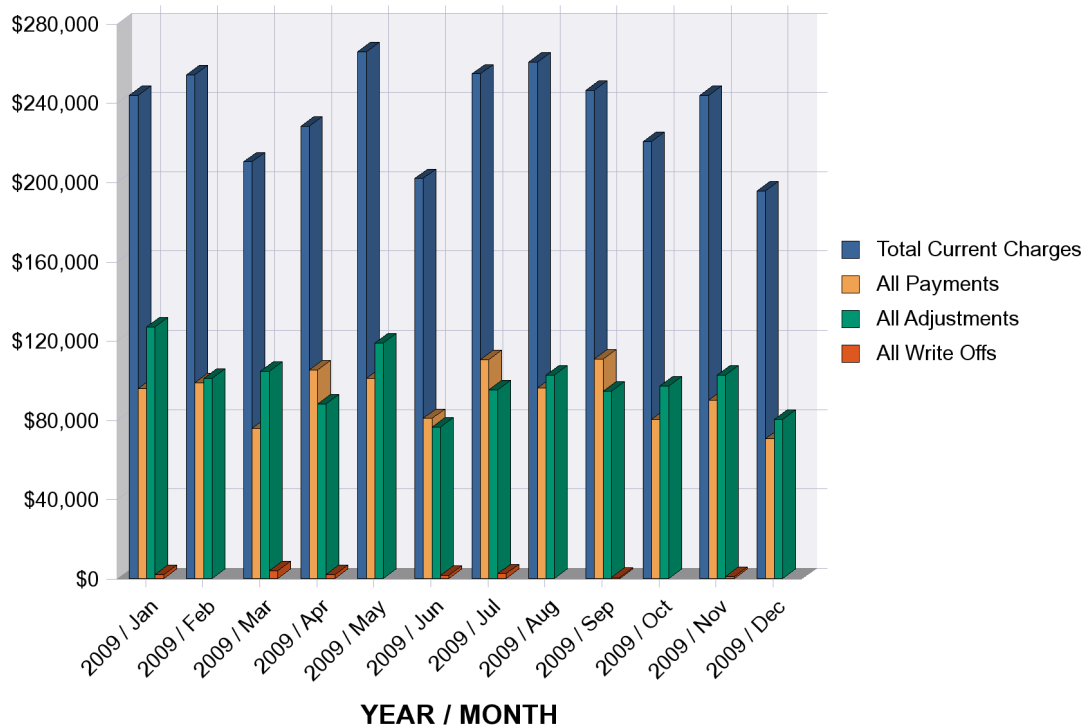
Client Name: _____

MONTHLY SUMMARY BY DATE OF SERVICE

Year: 2009

Run Date:

MONTHLY SUMMARY BY DATE OF SERVICE





Client Name: _____

PRIMARY PAYER BY DATE ENTERED

Year: 2009

Run Date:

02/2009

Pay Class	Number of Accounts	Gross Charges	Contractual Allowances	Voided	Net Charges	Payments	Write Offs	Refunds/Return Payments	Open A/R
Auto Insurance	3	\$8,386	\$0	\$2,223	\$6,163	\$1,433	\$0		\$4,730
Medicaid	20	\$46,792	\$22,758	\$17,102	\$6,932	\$6,115	\$0		\$817
Medicare	102	\$201,142	\$66,158	\$83,030	\$51,953	\$48,135	\$2	(\$1,171)	\$4,987
Other	16	\$0	\$0	\$0	\$0		\$0		\$0
Private Insurance	29	\$70,412	\$9,969	\$1,393	\$59,050	\$40,205	\$0		\$18,845
Self Pay	31	\$24,506	\$0	\$1,643	\$22,864		\$0		\$22,864
Work Comp	1	\$2,123	\$0	\$0	\$2,123		\$0		\$2,123
Total	202	\$353,361	\$98,886	\$105,391	\$149,084	\$95,887	\$2	(\$1,171)	\$54,365



Client Name: _____

PRIMARY PAYER BY DATE OF SERVICE

Year: 2009

Run Date:

02/2009

Pay Class	Number of Accounts	Gross Charges	Voided	Contractual Allowances	Net Charges	Payments	Write Offs	Refunds/Return Payments	Open A/R
Auto Insurance	3	\$8,386	\$2,223	\$0	\$6,163	\$1,433	\$0		\$4,730
Medicaid	20	\$46,792	\$17,102	\$22,758	\$6,932	\$6,115	\$0		\$817
Medicare	103	\$205,675	\$83,806	\$68,082	\$53,788	\$49,970	\$2	(\$1,171)	\$4,987
Other	16	\$0	\$0	\$0	\$0		\$0		\$0
Private Insurance	30	\$72,567	\$1,393	\$9,969	\$61,205	\$42,360	\$0		\$18,845
Self Pay	31	\$24,506	\$1,643	\$0	\$22,864		\$0		\$22,864
Work Comp	1	\$2,123	\$0	\$0	\$2,123		\$0		\$2,123
Total	204	\$360,050	\$106,167	\$100,809	\$153,074	\$99,877	\$2	(\$1,171)	\$54,365



Client Name: _____

AGED RECEIVABLES BY DATE ENTERED

Year: 2009

Run Date:

	270+ Days	Total
Auto Insurance	\$21,120	\$21,120
Contract	\$0	\$0
Medicaid	\$25,443	\$25,443
Medicare	\$29,952	\$29,952
Other	\$0	\$0
Private Insurance	\$187,417	\$187,417
Self Pay	\$242,011	\$242,011
Work Comp	\$2,886	\$2,886
TOTAL	\$508,830	\$508,830



Client Name: _____

AGED RECEIVABLES BY DATE OF SERVICE

Year: 2009

Run Date:

	270+ Days	Total
Auto Insurance	\$21,120	\$21,120
Contract	\$0	\$0
Medicaid	\$25,443	\$25,443
Medicare	\$29,952	\$29,952
Other	\$0	\$0
Private Insurance	\$187,417	\$187,417
Self Pay	\$242,011	\$242,011
Work Comp	\$2,886	\$2,886
Total	\$508,830	\$508,830



Client Name: _____

BILLING & COLLECTIONS BY DATE OF SERVICE

Year: 2009

Run Date:

Month/ Year	Number of Billable Accounts	Total Current Charges	Contractual Allowances	Net Charges	All Payments	All Write Offs	Open A/R	Gross%	Net%
01/2009	179	\$243,692	\$126,736	\$116,956	\$95,855	\$1,938	\$19,163	39%	82%
02/2009	168	\$253,883	\$100,809	\$153,074	\$98,707	\$2	\$54,365	39%	64%
03/2009	158	\$210,110	\$104,489	\$105,620	\$75,790	\$3,776	\$26,054	36%	72%
04/2009	162	\$228,080	\$87,860	\$140,220	\$105,245	\$1,988	\$32,987	46%	75%
05/2009	175	\$265,527	\$118,739	\$146,788	\$100,929	\$0	\$45,859	38%	69%
06/2009	135	\$201,750	\$76,366	\$125,384	\$80,711	\$1,536	\$43,137	40%	64%
07/2009	176	\$254,469	\$95,089	\$159,380	\$110,325	\$2,386	\$46,669	43%	69%
08/2009	171	\$260,520	\$102,448	\$158,073	\$96,190	\$0	\$61,882	37%	61%
09/2009	161	\$246,180	\$94,443	\$151,737	\$110,743	\$611	\$40,384	45%	73%
10/2009	155	\$220,284	\$96,957	\$123,327	\$80,173	\$0	\$43,153	36%	65%
11/2009	160	\$243,584	\$102,610	\$140,974	\$89,983	\$817	\$50,174	37%	64%
12/2009	135	\$195,457	\$80,125	\$115,332	\$70,331	\$0	\$45,001	36%	61%
Total	1,935	\$2,823,536	\$1,186,670	\$1,636,865	\$1,114,981	\$13,054	\$508,830		



Client Name: _____

BILLING & COLLECTIONS BY DATE ENTERED

Year: 2009

Run Date:

Month/ Year	Number of Billable Accounts	Total Current Charges	Contractual Allowances	Net Charges	All Payments	All Write Offs	Open A/R	Gross%	Net%
01/2009	178	\$242,860	\$126,238	\$116,622	\$95,521	\$1,938	\$19,163	39%	82%
02/2009	166	\$247,970	\$98,886	\$149,084	\$94,717	\$2	\$54,365	38%	64%
03/2009	158	\$210,878	\$106,763	\$104,115	\$78,906	\$3,776	\$21,432	37%	76%
04/2009	161	\$227,356	\$84,611	\$142,746	\$103,149	\$1,988	\$37,609	45%	72%
05/2009	177	\$270,443	\$121,121	\$149,322	\$103,463	\$0	\$45,859	38%	69%
06/2009	137	\$203,535	\$77,381	\$126,154	\$81,481	\$1,536	\$43,137	40%	65%
07/2009	163	\$239,752	\$89,612	\$150,140	\$107,158	\$2,386	\$40,596	45%	71%
08/2009	173	\$264,529	\$102,253	\$162,276	\$96,854	\$0	\$65,421	37%	60%
09/2009	160	\$244,953	\$94,443	\$150,510	\$109,515	\$611	\$40,384	45%	73%
10/2009	149	\$210,763	\$93,226	\$117,537	\$74,383	\$0	\$43,153	35%	63%
11/2009	176	\$263,438	\$111,034	\$152,404	\$98,879	\$817	\$52,708	38%	65%
12/2009	135	\$192,209	\$80,661	\$111,547	\$70,543	\$0	\$41,004	37%	63%
01/2010	2	\$4,852	\$443	\$4,410	\$413	\$0	\$3,997	9%	9%

Medic Statistics Report

Client Name:

Start Date: 01/01/2009

End Date: 12/31/2009



Prepared by: Intermedix, Inc.

This Report May Contain Confidential Information or Protected Health Information Please Treat Accordingly Copyright © 2008 by ADPI-Intermedix



Client Name: _____

AVERAGE RESPONSE MINUTES BY PRIMARY MEDIC

Start Date: 01/01/2009

End Date: 12/31/2009

Run Date:

Primary Medic Full Name	Chute Time	To Scene Time	Total Scene Time	Transit Time	Time in Hospital	Total Run Time
	1.2	6.3	21.5	31.3	48.0	95.6
	1.4	4.2	26.8	37.9	47.5	60.2
	1.1	4.7	16.9	23.8	33.2	74.9
	2.6	5.5	30.5	23.8	40.7	89.6
	1.2	5.0	26.6	28.9	44.3	93.1
	5.7	9.4	23.1	26.3	37.9	82.0
	2.5	5.6	20.3	32.5	46.5	95.2
	1.7	6.4	18.2	28.3	39.9	72.3
	1.0	5.4	26.2	30.2	44.2	92.5
	2.2	4.1	15.4	36.8	52.5	83.7
	2.0	7.7	18.6	20.6	32.4	81.3
	1.6	5.1	19.1	23.3	38.4	79.4
	1.6	5.6	22.7	24.7	39.5	82.3
	1.6	7.4	34.4	36.9	51.1	98.7
	1.6	5.4	22.6	32.5	42.1	69.4
	1.3	4.9	21.4	29.4	41.1	65.4
	0.7	13.5	16.1	57.0	37.5	81.3
	2.0	4.6	17.8	39.0	66.0	129.4
	1.1	5.6	20.6	28.8	39.5	82.8
	0.7	15.8	41.3	0.3	3.3	60.6
	3.8	6.3	27.4	36.9	47.0	79.0
	1.4	5.4	23.4	28.1	43.1	81.7
Average	1.8	6.5	23.2	29.9	41.6	83.2

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)



Client Name: _____

PATIENT DISPOSITION

Start Date: 01/01/2009

End Date: 12/31/2009

Run Date:

	Transport and treatment	Transport, no treatment	Treatment, transport refused	Treatment, no transport	No treatment, no transport	Dead on scene	DNR, no transport	Call cancelled
	231	1	1	2	29			
	14				26			
	38		2		2			1
	228		2	2	33	1		4
	210			20	9	1		1
	12	3		1	9			1
	141	1		3	19	1		
	55				12			2
	195	6		7	28	2		1
	6		1		1			
	7							
	178			1	16	2		1
	188			4	29		1	1
	43	6		1	22			1
	37				22			1
	33	1			20			4
	6				4			1
	5							
	190	1	3	2	23	1		1
	3		2	2	2			
	51			2	16			4
	52		3	5	5	1		1
Total	1,923	19	14	52	327	9	1	25

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)



Client Name: _____

	False AI/Unfoun ded/No Pt	Total	No Load %
	8	272	15%
	6	46	70%
	5	48	21%
	18	288	21%
	15	256	18%
	4	30	50%
	13	178	20%
	12	81	32%
	11	250	20%
	1	9	33%
		7	0%
	6	204	13%
	12	235	20%
	10	83	41%
	14	74	50%
	9	67	49%
		11	45%
		5	0%
	17	238	20%
		9	67%
	10	83	39%
	6	73	29%
<u>Total</u>	177	2,547	100%

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

Client Name: _____

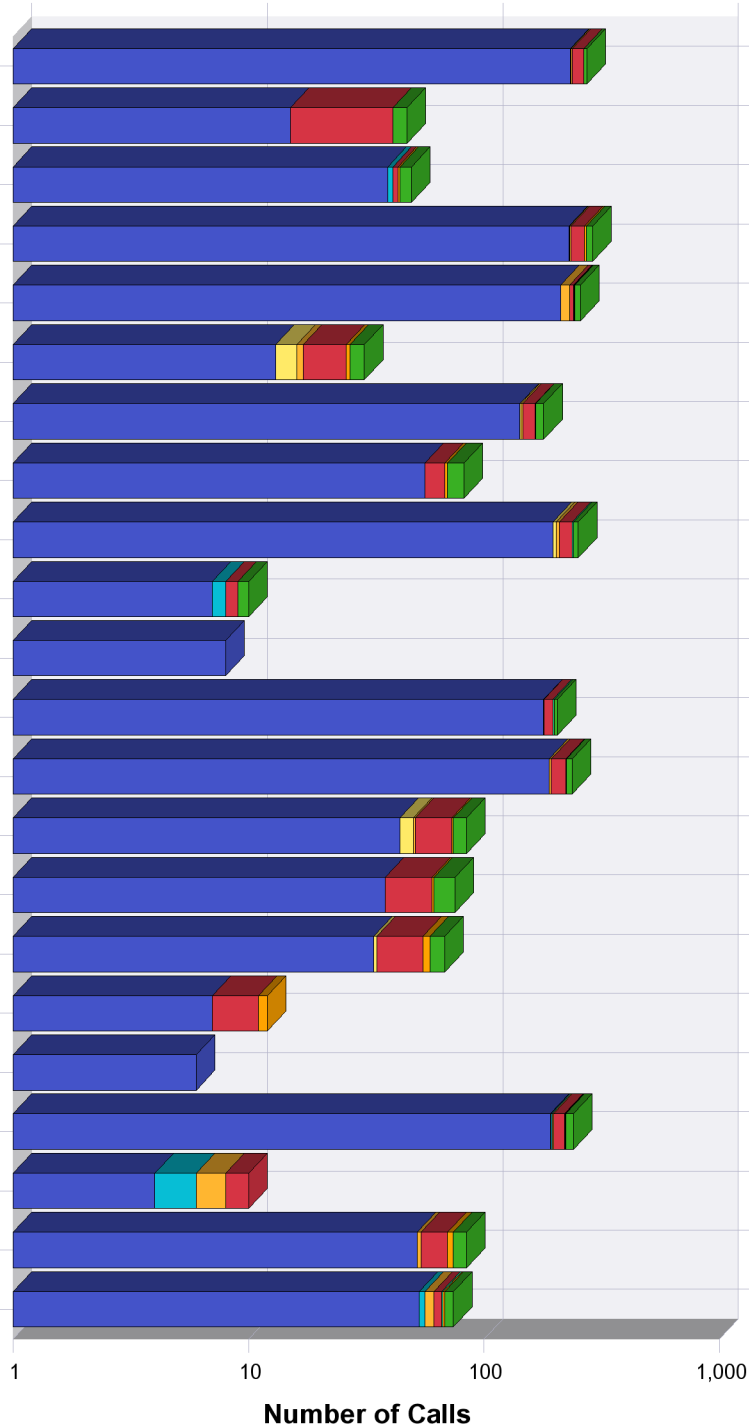
PATIENT DISPOSITION

Start Date: 01/01/2009

End Date: 12/31/2009

Run Date:

Primary Medic Full Name



Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)



Client Name: _____

IV 1.0

Start Date: 01/01/2009 **End Date:** 12/31/2009

Run Date:

Performed By	Number of IV Attempts	Number of Successful IV Attempts	Percentage
	7	6	86%
	1	1	100%
	8	6	75%
	1	1	100%
	10	6	60%
	11	1	9%
	6	4	67%
	3	2	67%
	2	1	50%
	1	1	100%

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)



Client Name: _____

IV 2.0

Start Date: 01/01/2009

End Date: 12/31/2009

Run Date:

Performed By	Number of IV Attempts	Number of Successful IV Attempts	Percentage
	195	159	82%
	24	17	71%
	111	79	71%
	76	44	58%
	88	66	75%
	27	18	67%
	88	66	75%
	6	6	100%
	95	60	63%
	100	70	70%
	95	76	80%
	23	18	78%
	5	3	60%
	4	3	75%
	1	1	100%
	99	71	72%
	63	38	60%
	33	18	55%

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)



Client Name: _____

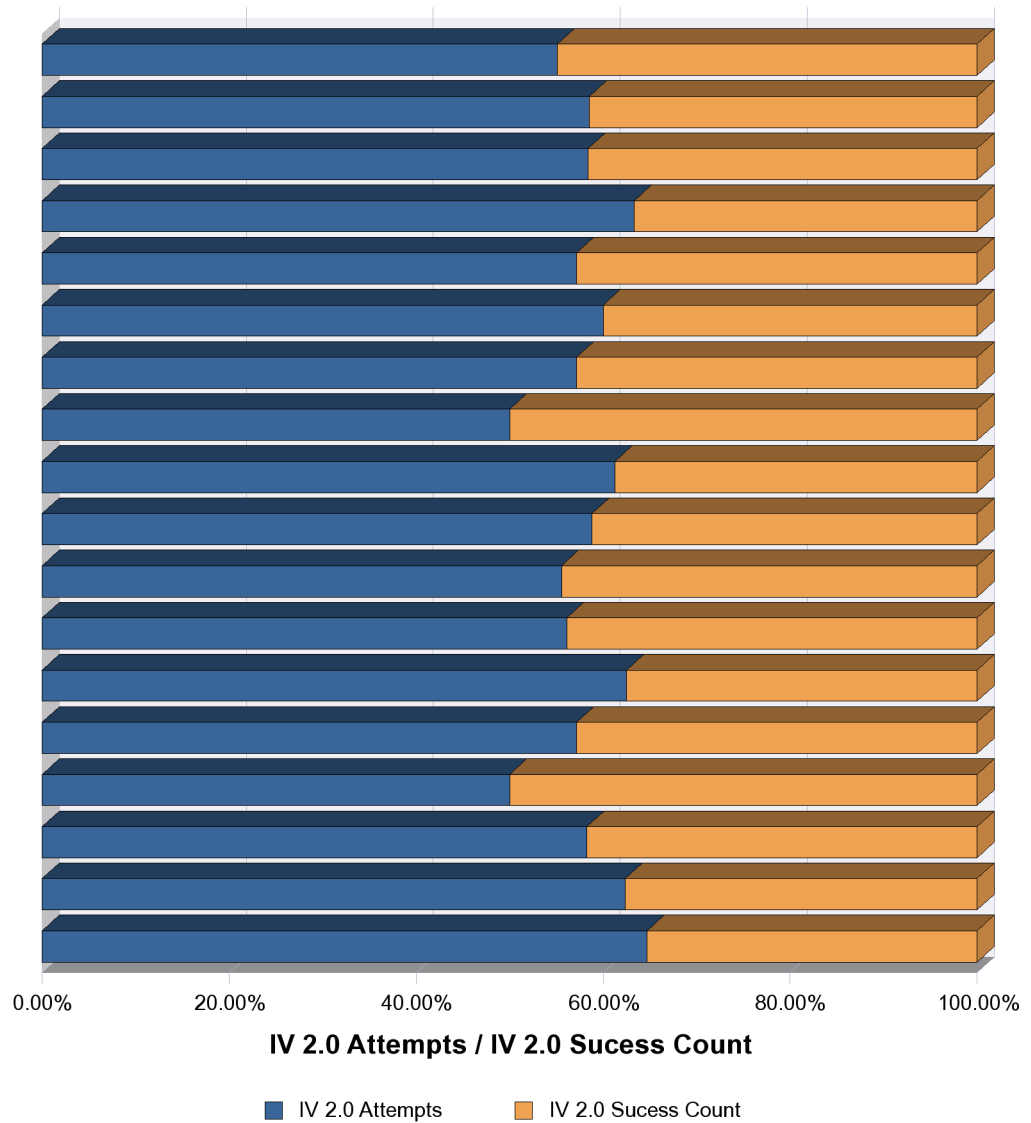
IV 2.0

Start Date: 01/01/2009

End Date: 12/31/2009

Run Date:

Performed by



Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)



Client Name: _____

INTUBATION 1.0

Start Date: 01/01/2009 **End Date:** 12/31/2009

Run Date:

Performed By	Number of Intubation Attempts	Number of Successful Intubation Attempts	Success %
	1	0	0%
	1	0	0%
	0	0	0%

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)



Client Name: _____

INTUBATION 2.0

Start Date: 01/01/2009 **End Date:** 12/31/2009

Run Date:

Performed By	Number of Patients	Number of Intubation Attempts	Number of Successful Intubation Attempts	Success %
	4	4	4	100%
	1	1	1	100%
	1	1	1	100%
	2	2	1	50%
	1	3	1	33%
	2	2	0	0%
	3	5	2	40%
	1	1	1	100%
	2	2	2	100%
	1	1	1	100%

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

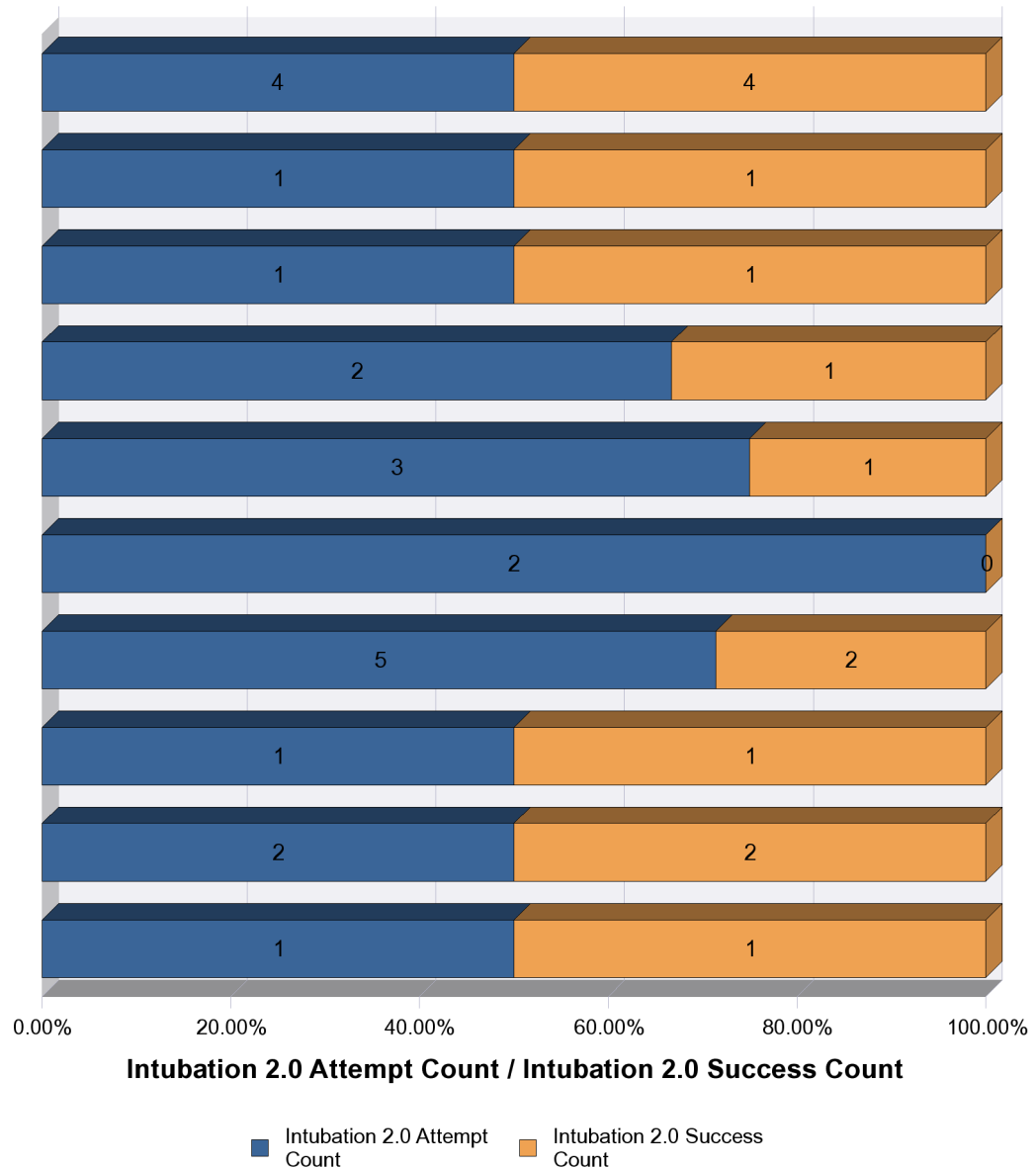


Client Name: _____

INTUBATION 2.0

Start Date: 01/01/2009 **End Date:** 12/31/2009

Run Date:



Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)



INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Consolidated Financial Statements

December 31, 2011 and 2010

(With Independent Auditors' Report Thereon)

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Table of Contents

	Page
Independent Auditors' Report	1
Consolidated Financial Statements:	
Consolidated Balance Sheets as of December 31, 2011 and 2010	2
Consolidated Statements of Operations for the year ended December 31, 2011 (Successor), the period from August 23, 2010 to December 31, 2010 (Successor), and the period from January 1, 2010 to August 22, 2010 (Predecessor)	3
Consolidated Statements of Stockholders' Equity for the year ended December 31, 2011 (Successor), the period from August 23, 2010 to December 31, 2010 (Successor), and the period from January 1, 2010 to August 22, 2010 (Predecessor)	4
Consolidated Statements of Cash Flows for the year ended December 31, 2011 (Successor), the period from August 23, 2010 to December 31, 2010 (Successor), and the period from January 1, 2010 to August 22, 2010 (Predecessor)	5
Notes to Consolidated Financial Statements	6



KPMG LLP
Suite 2000
200 South Biscayne Boulevard
Miami, FL 33131

Independent Auditors' Report

The Board of Directors and Stockholders
Intermedix Holdings Inc.:

We have audited the accompanying consolidated balance sheet of Intermedix Holdings Inc. and subsidiaries (the Company) as of December 31, 2011 and 2010 (Successor), and the related consolidated statements of operations, stockholders' equity, and cash flows for the year ended December 31, 2011 (Successor), the period August 23, 2010 to December 31, 2010 (Successor), and for the period January 1, 2010 to August 22, 2010 (Predecessor). These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Intermedix Holdings Inc. and subsidiaries as of December 31, 2011 and 2010 (Successor), and the results of their operations and their cash flows for the year ended December 31, 2011 (Successor), the period August 23, 2010 to December 31, 2010 (Successor), and for the period January 1, 2010 to August 22, 2010 (Predecessor) in conformity with U.S. generally accepted accounting principles.

As discussed in note 2 to the consolidated financial statements, on August 23, 2010, the Company acquired 100% of the issued and outstanding capital stock of Intermedix Corporation.

KPMG LLP

April 25, 2012
Certified Public Accountants

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Consolidated Balance Sheets

December 31, 2011 and 2010

(In thousands, except per share data)

Assets	2011	2010
Current assets:		
	(Successor)	
Cash and cash equivalents	\$ 26,637	19,796
Restricted cash	501	501
Receivables, net	19,855	18,543
Income taxes receivable	—	8,967
Prepaid expenses and other current assets	2,039	1,847
Deferred income taxes, net	1,554	1,961
Total current assets	50,586	51,615
Property and equipment, net	12,102	12,050
Goodwill	354,478	322,792
Intangible assets, net	279,673	287,660
Deferred financing fees, net	8,217	7,754
Other assets	801	793
Total assets	\$ 705,857	682,664
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable and accrued expenses	\$ 3,388	4,245
Accrued payroll and related benefits	6,672	6,118
Collections payable to clients	15,604	14,652
Deferred revenue	7,296	7,795
Current portion of senior term loans	2,280	1,950
Other current liabilities	321	681
Total current liabilities	35,561	35,441
Revolving credit facility	8,000	14,500
Senior term loans	223,617	192,563
Subordinated debt	85,000	85,000
Deferred income taxes, net	74,866	80,205
Other long-term liabilities	803	227
Total liabilities	427,847	407,936
Commitments and contingencies (note 14)		
Stockholders' equity:		
Common stock, \$0.01 par value. Authorized, 4,100 shares; issued and outstanding, 3,553 shares and 3,509 shares at December 31, 2011 and 2010, respectively	36	35
Additional paid-in capital	296,242	289,067
Accumulated deficit	(18,268)	(14,374)
Total stockholders' equity	278,010	274,728
Total liabilities and stockholders' equity	\$ 705,857	682,664

See accompanying notes to consolidated financial statements.

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)



INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Consolidated Financial Statements

December 31, 2011 and 2010

(With Independent Auditors' Report Thereon)

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Table of Contents

	Page
Independent Auditors' Report	1
Consolidated Financial Statements:	
Consolidated Balance Sheets as of December 31, 2011 and 2010	2
Consolidated Statements of Operations for the year ended December 31, 2011 (Successor), the period from August 23, 2010 to December 31, 2010 (Successor), and the period from January 1, 2010 to August 22, 2010 (Predecessor)	3
Consolidated Statements of Stockholders' Equity for the year ended December 31, 2011 (Successor), the period from August 23, 2010 to December 31, 2010 (Successor), and the period from January 1, 2010 to August 22, 2010 (Predecessor)	4
Consolidated Statements of Cash Flows for the year ended December 31, 2011 (Successor), the period from August 23, 2010 to December 31, 2010 (Successor), and the period from January 1, 2010 to August 22, 2010 (Predecessor)	5
Notes to Consolidated Financial Statements	6



KPMG LLP
 Suite 2000
 200 South Biscayne Boulevard
 Miami, FL 33131

Independent Auditors' Report

The Board of Directors and Stockholders
 Intermedix Holdings Inc.:

We have audited the accompanying consolidated balance sheet of Intermedix Holdings Inc. and subsidiaries (the Company) as of December 31, 2011 and 2010 (Successor), and the related consolidated statements of operations, stockholders' equity, and cash flows for the year ended December 31, 2011 (Successor), the period August 23, 2010 to December 31, 2010 (Successor), and for the period January 1, 2010 to August 22, 2010 (Predecessor). These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Intermedix Holdings Inc. and subsidiaries as of December 31, 2011 and 2010 (Successor), and the results of their operations and their cash flows for the year ended December 31, 2011 (Successor), the period August 23, 2010 to December 31, 2010 (Successor), and for the period January 1, 2010 to August 22, 2010 (Predecessor) in conformity with U.S. generally accepted accounting principles.

As discussed in note 2 to the consolidated financial statements, on August 23, 2010, the Company acquired 100% of the issued and outstanding capital stock of Intermedix Corporation.

KPMG LLP

April 25, 2012
 Certified Public Accountants

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Consolidated Balance Sheets

December 31, 2011 and 2010

(In thousands, except per share data)

Assets	2011	2010
Current assets:		
	(Successor)	
Cash and cash equivalents	\$ 26,637	19,796
Restricted cash	501	501
Receivables, net	19,855	18,543
Income taxes receivable	—	8,967
Prepaid expenses and other current assets	2,039	1,847
Deferred income taxes, net	1,554	1,961
Total current assets	50,586	51,615
Property and equipment, net	12,102	12,050
Goodwill	354,478	322,792
Intangible assets, net	279,673	287,660
Deferred financing fees, net	8,217	7,754
Other assets	801	793
Total assets	\$ 705,857	682,664
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable and accrued expenses	\$ 3,388	4,245
Accrued payroll and related benefits	6,672	6,118
Collections payable to clients	15,604	14,652
Deferred revenue	7,296	7,795
Current portion of senior term loans	2,280	1,950
Other current liabilities	321	681
Total current liabilities	35,561	35,441
Revolving credit facility	8,000	14,500
Senior term loans	223,617	192,563
Subordinated debt	85,000	85,000
Deferred income taxes, net	74,866	80,205
Other long-term liabilities	803	227
Total liabilities	427,847	407,936
Commitments and contingencies (note 14)		
Stockholders' equity:		
Common stock, \$0.01 par value. Authorized, 4,100 shares; issued and outstanding, 3,553 shares and 3,509 shares at December 31, 2011 and 2010, respectively	36	35
Additional paid-in capital	296,242	289,067
Accumulated deficit	(18,268)	(14,374)
Total stockholders' equity	278,010	274,728
Total liabilities and stockholders' equity	\$ 705,857	682,664

See accompanying notes to consolidated financial statements.

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Consolidated Statements of Operations

(In thousands)

	Year ended December 31, 2011	Period from August 23, to December 31, 2010	Period from January 1, to August 22, 2010
	(Successor)		(Predecessor)
Revenues:			
Business services revenue	\$ 123,834	39,075	67,701
Subscription and other revenue	17,784	5,324	6,250
Total revenues	141,618	44,399	73,951
Costs and expenses:			
Cost of business services revenue	57,706	17,942	31,386
Cost of subscription and other revenue	3,727	1,277	1,435
Selling, general and administrative expenses	27,426	25,302	23,755
Stock-based compensation expense	2,692	816	17,841
Depreciation and amortization expense	31,914	11,718	11,094
Total costs and expenses	123,465	57,055	85,511
Operating income (loss)	18,153	(12,656)	(11,560)
Interest expense, net	(26,820)	(9,916)	(8,438)
Other income (loss), net	830	(119)	(1,702)
Loss before income taxes	(7,837)	(22,691)	(21,700)
Income tax benefit	(3,943)	(8,317)	(1,745)
Net loss	\$ (3,894)	(14,374)	(19,955)

See accompanying notes to consolidated financial statements.

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Consolidated Statements of Stockholders' Equity

Period January 1, 2010 to August 22, 2010, the Period August 23, 2010 to December 31, 2010, and for the Year Ended December 31, 2011

(In thousands)

Predecessor	Common stock		Additional paid-in capital	Treasury stock		Retained earnings (accumulated deficit)	Total stockholders' equity
	Number of shares	Par value		Number of shares	Amount		
Balance at December 31, 2009	1,436	\$ 14	88,909	(50)	\$ (6,947)	10,369	92,345
Stock-based compensation expense	—	—	17,841	—	—	—	17,841
Issuance of common stock in connection with acquisition of EMSysystems LLC	13	—	2,854	—	—	—	2,854
Issuance of common stock in exchange for note receivable	19	1	15,002	—	—	—	15,003
Benefit from tax deductions in excess of recognized stock-based compensation expense	—	—	3,221	—	—	—	3,221
Cancellation of treasury stock	—	—	(6,947)	50	6,947	—	—
Net loss	—	—	—	—	—	(19,955)	(19,955)
Balance at August 22, 2010	<u>1,468</u>	<u>\$ 15</u>	<u>120,880</u>	<u>—</u>	<u>\$ —</u>	<u>(9,586)</u>	<u>111,309</u>
Successor							
Issuance of common stock for initial capital contribution	3,500	\$ 35	287,474	—	\$ —	—	287,509
Stock-based compensation expense	—	—	816	—	—	—	816
Issuance of common stock	9	—	777	—	—	—	777
Net loss	—	—	—	—	—	(14,374)	(14,374)
Balance at December 31, 2010	<u>3,509</u>	<u>35</u>	<u>289,067</u>	<u>—</u>	<u>—</u>	<u>(14,374)</u>	<u>274,728</u>
Issuance of common stock in connection with acquisition of Fleeteyes, LLC	24	1	2,484	—	—	—	2,485
Issuance of common stock in connection with acquisition of CMBS, Inc.	20	—	1,999	—	—	—	1,999
Stock-based compensation expense	—	—	2,692	—	—	—	2,692
Net loss	—	—	—	—	—	(3,894)	(3,894)
Balance at December 31, 2011	<u>3,553</u>	<u>\$ 36</u>	<u>296,242</u>	<u>—</u>	<u>\$ —</u>	<u>(18,268)</u>	<u>278,010</u>

See accompanying notes to consolidated financial statements.

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

(In thousands)

	Year ended December 31, 2011	Period from August 23, to December 31, 2010	Period from January 1, to August 22, 2010
	(Successor)		(Predecessor)
Cash flows from operating activities:			
Net loss	\$ (3,894)	(14,374)	(19,955)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Depreciation and amortization expense	31,914	11,718	11,094
Amortization of deferred financing fees	1,586	455	362
Write-off of unamortized debt issuance costs on early extinguishment of debt	—	—	1,702
Stock-based compensation expense	2,692	816	17,841
Deferred income taxes	(6,141)	(8,363)	1,068
Benefit from income tax deduction in excess of recognized compensation	—	—	(3,221)
Bad debt expense	436	853	(235)
Gain on sale of cost method investment	(443)	—	—
Straight-line rent and other non-cash items	49	(257)	91
Changes in operating assets and liabilities, net of acquisitions:			
Accounts and notes receivable	86	(5,460)	613
Income taxes receivable	9,031	957	(6,316)
Prepaid expenses and other current assets	685	50	(3,765)
Accounts payable and accrued expenses	(963)	(815)	8,701
Accrued interest expense	(573)	665	3,278
Accrued payroll and related benefits	(309)	1,330	3,800
Deferred revenue	(1,956)	1,902	153
Collections payable to clients	952	6,702	(6,077)
Other assets/liabilities	(186)	65	249
Net cash provided by (used in) operating activities	32,966	(3,756)	9,383
Cash flows from investing activities:			
Cash paid to acquire Predecessor Company, net of cash acquired	—	(533,271)	—
Deposits	(18)	10	33
Capital expenditures	(2,668)	(979)	(1,247)
Expenditures for computer software and developed technology	(4,451)	(1,607)	(1,801)
Cost of business acquisitions, net of cash acquired	(42,275)	—	(53,707)
Proceeds from sale of cost method investment	693	(250)	—
Net cash used in investing activities	(48,719)	(536,097)	(56,722)
Cash flows from financing activities:			
Borrowings under revolving credit facility	12,500	16,500	8,500
Borrowings under senior term loans	33,500	195,000	30,000
Borrowings under subordinated debt facility	—	85,000	—
Repayments under revolving credit facility	(19,000)	(2,000)	(8,500)
Repayment of senior term loans	(2,115)	(488)	(313)
Repayment of capital lease obligations	(241)	(78)	(151)
Repayment of related party debt	—	—	(655)
Proceeds from issuance of common stock in Successor Company	—	273,924	—
Benefit from income tax deductions in excess of recognized compensation	—	—	3,221
Payment of debt issuance costs	(2,050)	(8,209)	(1,101)
Net cash provided by financing activities	22,594	559,649	31,001
Net increase (decrease) in cash and cash equivalents	6,841	19,796	(16,338)
Cash and cash equivalents, beginning of period	19,796	—	35,096
Cash and cash equivalents, end of period	\$ 26,637	19,796	18,758
Supplemental disclosures of cash flow information:			
Cash paid (received) during the year for:			
Interest	\$ 25,850	9,442	4,584
Income taxes	(6,654)	(929)	3,633

See accompanying notes to consolidated financial statements.

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

(1) Description of Business

Intermedix Holding, Inc. (the Company or Successor) provides revenue cycle management (RCM) services and technology-based solutions to the emergency medical industry through its RCM Services and Technology operating divisions. The RCM Services division is engaged in providing technology-based business services to emergency medical and related service providers. The Company offers a comprehensive RCM solution, seamlessly combining robust technologies and services to manage the policy administration, clinical documentation, billing and informatics needs of its emergency healthcare and other clients. Certain RCM contracts also include the provision of electronic patient care reporting (ePCR) systems.

The Company's RCM customers, all of which are part of the emergency service provider market, include (i) emergency room physicians, (ii) hospital emergency medicine departments, (iii) urgent care providers, (iv) emergency medical transportation providers (EMS) – both ground and air, (v) fire departments, and (vi) 911-emergency first responders. Customers include both governmental municipalities and private-sector service providers located throughout the United States (U.S.).

The Company's Technology division provides web-based healthcare information technology solutions in the public health and emergency services markets. The Company's Technology consumers include hospitals, EMS providers, fire departments, law enforcement agencies and state and local departments of health. Technology offerings include (i) real-time communications, (ii) inventory and resource management, (iii) mass multi-media notification, (iv) volunteer registry tracking, (v) patient and evacuee tracking, and (vi) pre-hospital ePCR systems that seamlessly interface with the Company's RCM services. These solutions integrate a full range of key emergency preparedness and response activities, and scale from daily use to large-scale utilization surges during regional and or national mass casualty and public health incidents.

(2) Acquisition of Intermedix Corporation by Intermedix Holdings Inc.

On July 19, 2010, the Company entered into an Agreement and Plan of Merger (the Merger Agreement) with Intermedix Corporation (IMX or the Predecessor), and Intermedix Merger Sub Inc. (Merger Sub), a Delaware corporation and a wholly owned subsidiary of the Company established as an acquisition vehicle for the purpose of acquiring IMX. The acquisition and financing transactions described below are collectively referred to as (the Merger).

In accordance with the terms of the Merger Agreement, on August 23, 2010 (the Merger Date), the Company completed the acquisition of 100% of the issued and outstanding capital stock of the Predecessor consummated by (i) \$361.6 million paid to tender all outstanding shares of Predecessor's common stock at \$256.16 per share, (ii) \$10.0 million net cash paid with respect to stock options exercised (net of strike prices and rights to cash exchanged for equity in the Successor), (iii) \$14.4 million in Company stock issued in lieu of cash in exchange for \$12.4 million in outstanding stock and \$2.0 million in options of the Predecessor held by management and employees, (iv) \$167.6 million paid to retire the Predecessor's senior and subordinated debt, and (v) \$8.9 million of transaction costs paid or accrued on behalf of the Predecessor. In addition, \$0.3 million in capital lease debt was assumed and the Company acquired cash totaling \$18.8 million. Transaction costs incurred by the Company in connection with the Merger amounted to \$15.8 million and are included in "Selling, general and administrative expense" in the accompanying consolidated statement of operations for the period ended December 31, 2010 (Successor).

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

The Merger, including the payment of transaction costs, was funded with \$285.2 million in cash and \$290.0 million in debt (see note 9 for terms). The Company incurred financing fees of \$8.2 million in connection with financing arrangements made to fund the Merger, which have been capitalized and are reflected in “Deferred financing fees, net” in the Company’s consolidated balance sheets.

Following the consummation of the Merger, Merger Sub was merged with and into the Predecessor with it surviving as a wholly owned subsidiary of the Company.

The Merger was accounted for as a business combination using the acquisition method of accounting in accordance with Financial Accounting Standard Board (FASB) Accounting Standards Codification (ASC) Topic 805, *Business Combinations* (ASC Topic 805). The allocation of the purchase price of IMX to the assets acquired and liabilities assumed is reflected in the table below under “Purchase Price Allocation of Merger.” The fair value of the equity consideration was determined based on the enterprise value of the Company as of the Merger Date. Assets acquired and liabilities assumed reflect fair value estimates and analyses, including work performed by third-party valuation specialists. The fair value of receivables acquired includes management’s estimate of the cash flows not expected to be collected. The Merger resulted in goodwill of \$322.8 million. Such goodwill reflects the substantial value of the Company’s expectations for continued future growth in the business, the unique synergies between RCM services and technology product offerings and the experienced management team skilled at integrating acquisitions.

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

Purchase Price Allocation of Merger

The following table summarizes the consideration paid along with the allocation of the purchase price paid to acquire the Predecessor at August 23, 2010 (in thousands):

	<u>Total</u>
Consideration:	
Cash	\$ 548,103
Equity	14,397
	<u>562,500</u>
Fair value of total consideration transferred	<u>\$ 562,500</u>
Recognized amounts of identifiable assets acquired and liabilities assumed:	
Current assets	\$ 44,055
Property and equipment	12,246
Intangible assets	296,293
Other assets	553
Deferred income taxes	3,066
Current liabilities, including current portion of capitalized lease obligations of \$238 and current deferred revenue of \$5,888	(24,702)
Noncurrent debt	(81)
Deferred income taxes	(91,577)
Other noncurrent liabilities	(145)
	<u>239,708</u>
Total identifiable net assets acquired	<u>322,792</u>
Goodwill	<u>322,792</u>
Total	<u>\$ 562,500</u>
Other intangible assets included above consist of the following amounts by major intangible asset class:	
Customer-related	\$ 244,400
Technology-based	41,593
Marketing-related	10,300
	<u>296,293</u>
	<u>\$ 296,293</u>

Intangible assets of \$296.3 million include the established customer relationships, technologies, and trademarks of the Predecessor. All of the acquired intangibles, other than goodwill, are amortizable. See note 8 for further disclosure. None of the goodwill recorded in connection with the Merger is deductible for income tax purposes, however the Company is able to recognize tax deductions related to goodwill which carried over for tax purposes from the Predecessor.

(3) Summary of Significant Accounting Policies

(a) *Basis of Presentation and Principles of Consolidation*

The consolidated financial statements include the consolidated accounts and operations of the Company and Predecessor and their respective wholly owned subsidiaries and have been prepared in

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

accordance with generally accepted accounting principles in the United States of America (GAAP). All significant intercompany accounts and transactions have been eliminated.

The financial information for the year ended December 31, 2011, the period from August 23, 2010 through December 31, 2010, and as of December 31, 2011 and 2010 is referred to in the consolidated financial statements and accompanying notes as the "Successor" financial information. Black lines have been drawn to separate the Successor's financial information in the consolidated financial statements from that of the Predecessor since their financial statements are not comparable as a result of the application of acquisition accounting and the Company's capital structure resulting from the Merger.

(b) Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Management utilizes estimates in determining the value of stock-based compensation awards, the useful lives of its long-lived and intangible assets, allowances for doubtful accounts, the impairment of goodwill and other intangible assets, the valuation of deferred tax assets, income tax uncertainties, purchase price allocations pursuant to business combinations, as well as certain consolidated financial statement disclosures (see note 11). Actual results could differ from such estimates.

(c) Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents. Cash and cash equivalents include amounts billed and collected on behalf of clients (see item (l) below for discussion of related liability).

(d) Receivables, Net

Trade Receivables

Trade receivables primarily consist of amounts due to the Company pursuant to service, subscription and or license contracts with its customers. The carrying amount of trade receivables approximates fair value given the short maturities of such receivables.

Allowances for Refunds and Doubtful Accounts

The Company records allowances for fees associated with amounts expected to be refunded due to overpayments held on behalf of its customers. Reserves related to trade receivable collectability are recorded when specific accounts are identified as being at risk based on review of past due accounts and the related facts and circumstances. Allowance for refunds and doubtful accounts totaled \$1,252 and \$939, respectively, in the accompanying balance sheets.

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

(e) ***Prepaid Expenses and Other Current Assets***

“Prepaid expenses and other current assets” consist of amounts paid in advance for insurance, maintenance contracts and other customary and routine items required for the operation of the business.

(f) ***Property and Equipment, Net***

“Property and equipment, net” is stated at cost less accumulated depreciation and amortization. Depreciation and amortization on property and equipment is calculated on a straight-line basis over the estimated useful life of each asset. Leasehold improvements are amortized over the shorter of the underlying lease term or useful life of the asset. Maintenance and repairs are charged directly to expense as incurred, while betterments and renewals are generally capitalized as property, equipment and leasehold improvements. When an item is retired or otherwise disposed of, the cost and applicable accumulated depreciation and amortization is removed and the resulting gain or loss is recognized.

(g) ***Computer Software and Technology Development Costs***

In accordance with ASC Topic 350-40, *Internal-Use Software* (ASC Topic 350-40), the Company capitalizes costs incurred during the application development stage related to its propriety software platforms and to its enterprise cloud computing application services, as well as for modifications to existing computer software that result in additional functionality. These costs are included in “Intangible assets, net” in the accompanying consolidated balance sheets. Costs incurred for the development of internal-use software largely consist of payroll and payroll-related costs for employees and consultants who are directly associated with and who devote time to the internal-use computer software projects. Such costs are expensed until (i) the preliminary project stage is completed, (ii) management has authorized and committed funding for the project, and (iii) it is probable that the project will be completed and the software will be used to perform the function intended, at which time, in accordance with ASC Topic 350-40, any additional software development costs are capitalized. Capitalization ceases when a computer software project is substantially complete and ready for its intended use.

Amortization of internally developed computer software, which is included in “Depreciation and amortization expense,” begins when the computer software is ready for its intended use. These costs are amortized over the period which the asset is expected to contribute directly or indirectly to future cash flow. The Company generally amortizes internally developed software on a straight-line basis over a five year period and periodically reassesses the estimated useful lives of its internally developed software in consideration of, among other factors, the effects of (i) obsolescence, (ii) technology, (iii) competition, and (iv) other economic factors.

The Company assesses the recoverability of computer software development costs by comparing the carrying amount to the fair value whenever events or changes in circumstances indicate that its carrying amount may not be recoverable. The carrying amount is not recoverable if it exceeds the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset or asset group. An impairment loss is recognized if the carrying amount exceeds the fair value. In determining fair value of internally developed computer software, the Company considers whether

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

(i) it is expected to provide continued substantive service potential, (ii) significant changes in the extent or manner in which the software is used or is expected to be used, (iii) it is or is expected to undergo a significant change, or (iv) projected development or modification costs significantly exceed original estimates.

(h) *Goodwill and Intangible Assets*

Goodwill is recorded in accordance with ASC Topic 805, when the consideration paid for an acquisition exceeds the fair value of identifiable net tangible and identifiable intangible assets acquired. In accordance with ASC Topic 350, *Intangibles – Goodwill and Other* (ASC Topic 350) goodwill and other indefinite-lived intangible assets are reviewed for impairment at least annually. The Company has elected to perform its annual impairment testing as of October 31 of each year and as required should any triggering events occur indicating a potential for impairment.

Goodwill impairment is determined using a two-step process. The first step of the impairment test is used to identify potential impairment by comparing the fair value of a reporting unit to the book value, including goodwill. If the fair value of a reporting unit exceeds its book value, goodwill of the reporting unit is not considered impaired and the second step of the measurement of goodwill impairment is not required. If the book value of a reporting unit exceeds its fair value, the second step of the impairment test is performed to measure the amount of the impairment loss, if any.

The second step of the impairment test compares the implied fair value of the reporting unit's goodwill with the book value of the goodwill. The reporting unit's implied fair value of goodwill is determined by allocating the fair value to the reporting unit's assets other than goodwill. The excess of any residual fair value after this allocation is used as the implied fair value of the reporting unit goodwill. If the book value of a reporting unit's goodwill exceeds the implied fair value of that goodwill, an impairment loss is recognized in an amount equal to the excess.

(i) *Impairment of Long-Lived Assets*

The Company reviews long-lived assets and intangible assets subject to amortization for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset or group of assets to future net cash flows expected to be generated by the asset or group of assets. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell.

(j) *Deferred Financing Fees, Net*

The Company capitalizes and amortizes costs incurred to obtain financing over the term of the underlying obligation using the effective interest method. The amortization of debt financing fees is included in "Interest expense, net" in the accompanying consolidated statements of operations.

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

(k) Other Assets

Other assets consists of the long-term portion of other notes receivable, cost-basis investments and deposits.

(l) Collections Payable to Clients

Collections payable to clients represents amounts collected on behalf of clients, which have not yet been remitted to clients.

(m) Revenue Recognition

The Company derives revenue from business services fees, subscription fees, hardware sales, and related services. The Company recognizes revenue when there is persuasive evidence of an arrangement, the service or product has been provided to the customer, the collection of the fees is reasonably assured, and the amount of fees is fixed or determinable.

Business Services Revenue

Business services revenue represents fees earned from the Company's RCM business for account billing, clinical systems and other related services and are typically charged to the customer as a percentage of total collections. Fees under business services arrangements are not fixed or determinable until collections are realized, thus in accordance with ASC Topic 605, *Revenue Recognition* (ASC 605), revenue is recorded when such collections are made.

Subscription and Other Revenue

Subscription revenue represents fees earned from the Company's software-as-a-service (SaaS) offerings, whereby customers are granted access to the Company's internet-based software solutions. Under our SaaS-based solutions, our customers do not have the right to take possession of our software and, in accordance with ASC Topic 985, *Software* (ASC 985), these arrangements are considered service contracts which are outside the scope of ASC 985.

Other revenue is primarily comprised of fees charged for implementation and training services provided in conjunction with the Company's SaaS offerings, as well as support services, hosting services, and hardware sales.

Subscription and support services revenues are recognized ratably over the contract terms in accordance with ASC 605. Implementation and training revenues, when sold with SaaS offerings, are accounted for separately when there is objective evidence of the fair value of each deliverable. Implementation and training revenues are recognized ratably over the longer of the contract life or the estimated expected customer life, which is estimated to be five years.

Hosting services revenue represents fees charged to manage and host customers' hardware and software solutions at the Company's data centers. Hosting services revenue is recognized ratably over the contract term in accordance with ASC 605.

Hardware revenue, which represents the sale of mobile devices that are utilized in conjunction with the Company's SaaS-based solutions, is recognized upon delivery to the customer when all of the

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

other revenue recognition criteria are met. Support services that are sold together with hardware devices are accounted for separately, when there is objective evidence of the fair value of each deliverable, and are recognized ratably over the service term.

Amounts that have been invoiced for subscription and other revenue are recorded in accounts receivable and in deferred revenue or revenue, depending on the whether the revenue recognition criteria have been met.

(n) *Cost of Revenues*

Cost of business services revenue primarily includes direct production costs such as labor, patient statement printing and mailings, telecommunications, facility and e-commerce costs. Cost of subscription and other revenue includes labor, hardware, and data center costs.

(o) *Employee Stock-Based Compensation*

Compensation expense for all stock-based compensation awards granted is based on the grant date fair value estimated in accordance with the provisions of ASC Topic 718, *Stock Compensation* (ASC Topic 718). The Company recognizes these compensation costs on a straight-line basis over the requisite service period of the award, which is generally the option vesting term. The Company's options vest over terms of five years. As stock-based compensation expense recognized is based on awards ultimately expected to vest, such expense is generally reduced for estimated forfeitures. ASC Topic 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates.

ASC Topic 718 also requires the benefits of income tax deductions in excess of recognized compensation cost to be reported as a cash flow from financing activities, rather than as a cash flow from operating activities. Income tax deductions exceeded recognized compensation costs during the Predecessor period as a result of the acceleration of the Predecessor's stock options in connection with the Merger. No tax benefit was recognized for the Management Incentive Units (MI Units) in the Predecessor period. No such benefits were recognized during the Successor period.

The Company estimates the fair value of stock-based compensation awards on the date of grant using the Black-Scholes-Merton (BSM) option pricing model, which was developed for use in estimating the value of traded options that have no vesting restrictions and are freely transferable. The BSM option pricing model considers, among other factors, the expected life of the award and the expected volatility of the Company's stock price.

(p) *Income Taxes*

Income taxes are accounted for under the asset and liability method in accordance with ASC Topic 740, *Income Taxes* (ASC Topic 740). Deferred tax assets and liabilities are recognized for (i) the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, and (ii) operating loss and credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

We record net deferred tax assets to the extent we believe these assets will “more likely than not” be realized. In making such determination, we consider all available positive and negative evidence, including future reversals of existing temporary differences, projected future taxable income, tax planning strategies and results of recent financial operations. It was determined that a valuation allowance was not necessary as of December 31, 2011 and 2010.

ASC Topic 740 prescribes a recognition threshold and measurement attributes for financial statement disclosure of tax positions taken or expected to be taken in a tax return, if that position is “more likely than not” of being sustained upon examination by the relevant taxing authority, based on the technical merits of the position. The tax benefits recognized in the Company’s financial statements from such a position are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate resolution. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. A \$0.3 million liability for unrecognized tax benefits as of December 31, 2010, which related to tax positions of acquired entities taken prior to their acquisition by the Company, was settled with taxing authorities during 2011. There was no liability for unrecognized tax benefits as of December 31, 2011.

(q) *Concentration of Credit Risk*

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable.

The Company attempts to limit its credit risk by maintaining deposit relationships with high credit quality financial institutions. The Company also sweeps most of its excess cash daily into overnight government secured funds. In addition, currently the Federal Deposit Insurance Corporation (FDIC) fully insures all deposits.

At December 31, 2011 and 2010, no individual customer accounts receivable balance represented more than 10% of consolidated accounts receivable. No individual customer accounted for more than 10% of consolidated revenues in 2011 and in 2010 for either the Successor or Predecessor periods, respectively.

(r) *Recent Accounting Standards*

Effective January 1, 2011, we adopted ASU 2009-13 on a prospective basis. ASU 2009-13 requires the use of the relative selling price method of allocating the total consideration to units of accounting in a multiple element arrangement and eliminates the residual method. This new accounting principle requires an entity to allocate revenue in an arrangement using the estimated selling price (ESP) of deliverables if it does not have vendor-specific objective evidence (VSOE) or third-party evidence (TPE) of selling price. The adoption of ASU 2009-13 did not have a material impact on our consolidated financial statements.

In May 2011, the FASB issued ASU 2011-04, “*Fair Value Measurement*” (ASU 2011-04). ASU 2011-04 is an amendment to ASC 820, *Fair Value Measurement* (ASC 820) to achieve common fair value measurement and disclosure requirements in GAAP and IFRS. ASU 2011-04 changes the wording used to describe the requirements in GAAP for measuring fair value and for disclosing information about fair value measurements. The amendments include (i) those that clarify the intent

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

of the application of existing fair value measurement and disclosure requirements and (ii) those that change a particular principle or requirement for measuring fair value or for disclosing information about fair value measurements. ASU 2011-04 is effective prospectively for interim and annual periods beginning after December 15, 2011. The Company does not believe the adoption of ASU 2011-04 will have a material impact on its financial statements or disclosures.

In September 2011, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2011-08, *"Intangibles – Goodwill and Other"* (ASU 2011-08). ASU 2011-08 is an amendment to Accounting Standard Codification (ASC) 350, *Intangibles-Goodwill and Other* (ASC 350). As a result of the issuance of ASU 2011-08, an entity is no longer required to calculate the fair value of a reporting unit unless the entity determines, through a qualitative approach, that it is more likely than not that its fair value is less than its carrying amount. An entity has the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If, after qualitatively assessing the totality of events or circumstances, an entity determines it is more likely than not that the fair value of a reporting unit is less than its carrying amount, then it is required to perform the two-step impairment test. ASU 2011-08 is effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011. Early adoption is permitted. We have evaluated the impact of adopting ASU 2011-08 and determined the adoption of this ASU will not have an impact on our consolidated financial statements.

(s) *Reclassification*

In 2011, the Company concluded that the preferable presentation of computer software and technology development costs was to include such assets as a component of "Intangible assets, net," rather than as a stand-alone line item on the accompanying consolidated balance sheets. Also in 2011, the Company concluded that the preferable presentation for costs incurred to obtain financing was to disclose such amounts as a stand-alone line item "Deferred financing fees, net" rather than as a component of "Other assets" on the accompanying consolidated balance sheets. Given that all of the aforementioned line items are included within the noncurrent section of the accompanying consolidated balance sheets, there is no net impact to total assets or the current versus noncurrent classification thereof.

(4) **Restricted Cash**

As of December 31, 2011 and 2010, respectively, the Company had \$0.5 million of restricted cash representing collateral to secure a letter of credit. Pursuant to the terms of a contract to provide services to a certain municipal client, the Company was required to furnish such letter of credit to assure its performance under the respective contract.

(5) **Acquisitions**

2011 Transactions

During 2011, the Company entered into three separate transactions, as described below, wherein it acquired a business or substantially all the assets of a business. The transactions were funded with new debt and equity issuances, and internally generated cash. The allocation of the purchase price of the assets

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

acquired and liabilities assumed for each transaction is reflected in the table below under “Purchase Price Allocation of Acquisitions”. The transactions resulted in aggregate goodwill of \$28.2 million, of which \$17.0 million is deductible for tax purposes. In general, goodwill reflects the value of the Company’s expectations for future growth opportunities resulting from unique synergies created by leveraging its current technologies with those of the acquired companies to broaden its customer base and solutions. Specific discussion with respect to the factors giving rise to goodwill is included below by transaction

Fleeteyes, LLC (Fleeteyes)

Pursuant to an Asset Purchase Agreement (APA) dated June 30, 2011, EMSystems, LLC (EMSystems), a wholly owned subsidiary of the Company, purchased substantially all of the net assets of Fleeteyes. On the closing date, the purchase price of \$4.6 million was funded by (i) \$2.1 of internal cash, and (ii) the issuance of \$2.5 million in the Company’s common stock in exchange for certain Fleeteye’s membership units owned by Fleeteyes management (Fleeteyes Rollover Equity).

The APA also provides for the payment of Contingent Purchase Price Consideration (CPPC) up to \$1.7 million. The CPPC is to be paid monthly based on the revenue received from certain applicable transactions, as defined in the APA, entered into after April 11, 2011 and within three years of the transaction closing date. Pursuant to ASC 805, the Company estimated the fair value of the CPPC at the date of closing to be \$0.5 million. As of December 31, 2011, the Company had not entered into any applicable transactions for which CPPC would be payable.

Approximately \$0.2 million in transaction costs were incurred in connection with the acquisition and are included in “Selling, general and administrative expense” in the accompanying consolidated statement of operations of the Company.

Fleeteyes is an emergency fleet management company providing solutions addressing emergency agency inoperability and vehicle location systems integration. The Fleeteyes solution is designed to optimize cross cooperation between emergency agencies by allowing each separate agency to see available vehicle assets in any given geographical area regardless of jurisdictional lines. Fleeteyes clients include commercial ambulance companies, hospital based EMS, municipal EMS, air medical, fire services, health departments, and hospitals.

As a result of this acquisition, the Company recorded goodwill of \$4.2 million which reflects the value of securing (i) additional technology-based offerings for the emergency medical services industry and (ii) experienced human resources for continued development and support of new technologies and integrations.

Comprehensive Medical Billing Services (CMBS)

Pursuant to an APA dated August 12, 2011, Medical Consultants, Inc. (MCI), a wholly owned subsidiary of the Company, purchased substantially all of the net assets of CMBS. The acquisition price of \$29.5 million included (i) \$26.0 million paid in cash to seller at closing, (ii) the issuance of \$2.0 million in the Company’s common stock in exchange for certain CMBS shares owned by CMBS management (CMBS Rollover Equity) and (iii) \$1.5 million that will be held in escrow by a third-party agent to be released on or about the 18 month anniversary of the close.

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

The escrow fund was established to provide indemnification to the Company for certain losses, claims, and liabilities as defined in the APA. At the end of the 18 month period, the remaining escrow funds, less any funds necessary to satisfy any open claims, will be distributed to seller. In addition, of the amount paid to seller in cash, approximately \$0.8 million represented payment for the cash flows of certain management service agreements. In the event that the actual cash flows as measured at July 1, 2012 the date the contracts expire, are less than ninety percent of the amount paid at closing, the Company would have a claim against CMBS sellers for the difference.

Funding for the acquisition of CMBS consisted of (i) \$27.5 million in issuance of new term loans under the Company's existing credit facility (see note 9 for terms) and (ii) issuance of \$2.0 million in common stock of the Company as discussed above. Approximately \$0.4 million in transaction costs were incurred in connection with the acquisition, and \$1.3 million of debt issuance costs were incurred to secure the additional term loan financing described above (see note 10).

CMBS is a full service RCM company specializing in meeting the needs of hospital based emergency physicians across the United States.

As a result of this acquisition, the Company recorded goodwill of \$12.8 million which reflects (i) the Company's expanded presence in the emergency department line of business, (ii) synergies expected to be realized from both company's close operating proximities in Oklahoma City and (iii) the numerous opportunities to enhance customer satisfaction and cost efficiencies through the integration of the Company's respective best practices, technologies and resources.

Collaborative Fusion, Inc. (CFI)

On September 16, 2011, EMSystems entered into an Agreement and Plan of Merger (the CFI Merger Agreement) with CFI and CFI Acquisition Corp. (CFI Merger Sub), a Delaware corporation and a wholly owned subsidiary of EMSystems established as an acquisition vehicle for the purpose of acquiring CFI. Following the consummation of the CFI Merger, CFI Merger Sub was merged with and into CFI with it surviving as a wholly owned subsidiary of EMSystems.

In accordance with the terms of the CFI Merger Agreement, EMSystems completed the acquisition of 100% of the issued and outstanding capital stock of CFI by paying \$13.7 million in cash for all the outstanding shares of CFI's common stock at \$96.58 per share. Of the amount tendered, \$1.0 million was held in escrow by a third party agent to be released 50% on the first anniversary of the closing date and the remaining 50% on the second anniversary of the closing date less any funds necessary to satisfy any open claims. The escrow fund was established to provide indemnification to the Company for certain losses, claims, and liabilities as defined in the CFI Merger Agreement.

Funding for the acquisition of CFI consisted of \$11.0 million in revolver borrowings available under the Company's existing credit facility and the remainder from internally generated cash. Approximately \$0.4 million in transaction costs were incurred in connection with the acquisition and are included in "Selling, general and administrative expense" in the accompanying consolidated statement of operations of the Company.

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

CFI specializes in emergency disaster preparedness through its CORE Platform Preparedness Software that includes credentialing, alerting, and patient tracking software solutions to manage medical professionals in large-scale disasters.

As a result of the merger, EMSystems recorded goodwill of \$11.2 million which reflects the value of the Company's expectations that the acquisition of CFI would (i) provide the Company with a dominant competitive market position, (ii) provide expansion into new geographical areas, (iii) result in significant synergies that would be realized by combining and or eliminating overlapping product offerings and (iv) provide incremental experienced human resources for continued development and support of new technologies and integrations.

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

Purchase Price Allocation of 2011 Acquisitions

The following table summarizes the consideration paid along with the allocations of the purchase price paid by the Company to acquire the businesses or assets in the three transactions described above:

	<u>Fleeteyes</u>	<u>CMBS</u>	<u>CFI</u>	<u>Total</u>
Consideration:				
Cash (net of cash acquired of \$1,024 for CFI)	\$ 2,060	27,540	12,675	42,275
Common stock	2,484	2,000	—	4,484
Contingent consideration	500	—	—	500
	<u>500</u>	<u>—</u>	<u>—</u>	<u>500</u>
Fair value of total consideration transferred	\$ <u>5,044</u>	<u>29,540</u>	<u>12,675</u>	<u>47,259</u>
Recognized amounts of identifiable assets acquired and liabilities assumed:				
Current assets	\$ 61	1,233	1,582	2,876
Property and equipment	13	252	194	459
Other intangible assets	780	15,320	4,710	20,810
Other assets	12	309	4	325
Current liabilities (including deferred revenue totaling \$1,630)	(46)	(354)	(2,771)	(3,171)
Deferred income taxes	—	—	(2,212)	(2,212)
	<u>—</u>	<u>—</u>	<u>(2,212)</u>	<u>(2,212)</u>
Total identifiable net assets acquired	820	16,760	1,507	19,087
Goodwill	<u>4,224</u>	<u>12,780</u>	<u>11,168</u>	<u>28,172</u>
Total	\$ <u>5,044</u>	<u>29,540</u>	<u>12,675</u>	<u>47,259</u>
Other intangible assets included above consist of the following amounts by major intangible asset class:				
Customer related	\$ 410	14,230	2,900	17,540
Technology related	350	—	1,450	1,800
Marketing related	20	1,090	360	1,470
	<u>780</u>	<u>15,320</u>	<u>4,710</u>	<u>20,810</u>

Determination of Estimated Fair Values of Assets Acquired and Liabilities Assumed

In accordance with guidance provided in ASC Topic 805, the Company was required to estimate and record the fair value of the assets acquired and liabilities assumed in the three transactions described above.

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

Methodologies and assumptions used in deriving these estimates for significant accounts are described below.

Current Assets

Current assets, primarily trade receivables, are recorded at their carrying amount which approximates fair value given the short maturity of these balances. The fair value of receivables acquired includes management's estimate of the cash flows not expected to be collected.

Property and Equipment

In the estimation of the fair value of property and equipment, the Company used varying methods and procedures; however, those procedures followed the same basic principles of the cost approach, (i) a current cost to replace the asset new is calculated, and then (ii) the estimated replacement cost is reduced to reflect the applicable decline in value resulting from physical deterioration, functional obsolescence, and/or economic obsolescence.

Intangible Assets Other Than Goodwill

Customer-Related Intangible Assets

The fair value of customer relationships was established based on an income approach using the excess earnings method, by comparing the present value of the expected benefits from ownership of the subject intangible asset to the required return on the investment in the assets related to realizing the benefits.

Technology-Based Intangible Assets

Technology fair values were established based on an income approach using the relief from royalty method which recognizes that because the Company owns the technology, rather than licensing it, the Company does not have to pay a royalty for its use. The fair value of the technology is determined based on the present value of the after-tax cost savings.

Marketing-Based Intangible Assets

Trademarks – The fair value of trademarks was established based on an income approach using the relief from royalty method which recognizes that a trademark has a fair value equal to the present value of the royalty income attributable to it. The royalty income attributable to a trademark represents the hypothetical cost savings that are derived from owning the trademark instead of paying royalties to license the trademark from another owner.

Noncompetition Agreements – The fair value of noncompetition agreements was established based on an income approach, using a differential methodology, since their value is representative of the current and future revenue and profit erosion projection they provide. A differential was calculated whereby the profit of the business is projected under two scenarios: one “with” and one “without” the noncompetition agreement in place. The present value of the profits is determined in each scenario, and the differential between the two amounts is deemed the fair value of the noncompetition agreement.

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

All of the acquired intangibles, other than goodwill, aggregating \$20.8 million are amortizable. See note 8 for further disclosures.

Deferred Revenue

Deferred revenue consists of service contracts wherein the Company has a legal obligation to perform services and expects to incur future costs to fulfill those obligations. Estimates related to deferred revenue were based on the direct cost of fulfilling these obligations plus a normal profit margin. The estimated fair value of the assumed liabilities resulting from legal performance obligations was \$1.6 million at the acquisition date which is included in "Current liabilities" in the preceding table.

2010 Transactions

EMSSystems

Pursuant to a Unit Purchase Agreement (UPA) dated April, 26, 2010, a wholly owned subsidiary of the Predecessor acquired all of the issued and outstanding membership units and other equity interests of EMSSystems. The acquisition price of \$57.1 million included (i) \$54.2 million paid in cash, and (ii) the issuance of \$2.9 million in equity units of the Predecessor's Parent LLC in exchange for certain EMSSystems membership units (EMSSystems Rollover Equity).

Funding for the acquisition of EMSSystems consisted of (i) \$36.0 million in term loan and revolver borrowings under the Predecessor's then existing credit facility, (ii) \$18.2 million of cash on hand, and (iii) issuance of \$2.9 million in equity units of the Predecessor's Parent LLC as discussed above. Approximately \$2.3 million in transaction costs were incurred in connection with the acquisition, \$1.1 million of which were associated with securing the additional Term Loan financing described above.

Financing costs were written off pursuant to the early retirement of the Predecessor's debt in connection with the Merger. The remaining transaction costs are included in the "Selling, general and administrative expense" in the accompanying consolidated statement of operations for the Predecessor period.

EMSSystems is a provider of web-based technology solutions in the public health and EMS markets. The EMSSystems platform allows for broad access to its products among users such as hospitals, EMS providers, fire departments, law enforcement agencies and state and local departments of health. EMSSystems technology offerings include (i) real-time communications, (ii) inventory and resource management, (iii) mass multi-media notification, (iv) volunteer registry tracking, (v) patient and evacuee tracking, and (vi) pre-hospital patient care record management. These solutions integrate a full range of key emergency preparedness and response activities, and vary from daily use to large-scale utilization surges during regional and or national mass casualty and public health incidents.

The acquisition of EMSSystems has been accounted for as a business combination using the acquisition method of accounting in accordance with ASC Topic 805. The allocation of the purchase price of EMSSystems to the assets acquired and liabilities assumed is reflected below. Assets acquired and liabilities assumed reflect fair value estimates and analyses, including work performed by third-party valuation specialists. As a result of the acquisition, the Predecessor recorded goodwill of \$28.3 million which reflects the value of the Predecessor's expectations that the acquisition of EMSSystems would (i) significantly broaden the Predecessor's offerings to its existing customers, (ii) strengthen the Predecessor's competitive

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

market position, (iii) provide opportunities to sell its business services solutions to existing Systems customers, and (iv) expand the Predecessor's market to include technology offerings that promote emergency preparedness, support incident response and related medical care and recovery reimbursement.

The following table summarizes the consideration paid along with the allocation of the purchase price paid to acquire EMSystems on April 26, 2010 (in thousands):

	<u>Total</u>
Consideration:	
Cash	\$ 54,237
Equity	2,854
	<u>57,091</u>
Fair value of total consideration transferred	<u>\$ 57,091</u>
Recognized amounts of identifiable assets acquired and liabilities assumed:	
Current assets	\$ 5,307
Property and equipment	445
Intangible assets	29,407
Deferred income taxes	5,242
Other assets	258
Current liabilities (including deferred revenue of \$5,140)	(6,953)
Deferred income taxes	(4,963)
	<u>28,743</u>
Total identifiable net assets acquired	<u>28,743</u>
Goodwill	<u>28,348</u>
Total	<u>\$ 57,091</u>
Other intangible assets included above consist of the following amounts by major intangible asset class:	
Customer-related	\$ 16,240
Technology-based	12,157
Marketing-related	1,010
	<u>\$ 29,407</u>

Intangible assets of \$29.4 million include the established customer relationships, technologies, and trademarks of EMSystems. All of the acquired intangibles, other than goodwill, are amortizable. See note 8 for further disclosure. Of the total goodwill, \$26.6 million is deductible for income tax purposes.

(6) Goodwill

Goodwill, which amounted to \$354.5 million and \$322.8 million at December 31, 2011 and 2010, respectively, represents the excess of purchase price over net assets acquired. During the year ended December 31, 2011, the Company's goodwill was affected by certain acquisitions (see note 5), as well as adjustments related to prior year acquisitions based on facts and circumstances that arose within the measurement period.

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

The change in carrying amount of goodwill for the Successor periods ended December 31, 2011 and 2010 is as follows:

Balance at December 31, 2010	\$	322,792
Acquisitions:		
Fleeteyes		4,224
CMBS		12,780
CFI		11,168
Other adjustments		3,514
Balance at December 31, 2011	\$	<u>354,478</u>

ASC Topic 350 requires an impairment test be performed at least annually on the carrying value of goodwill at the reporting unit level. Our impairment testing indicated that the estimated fair value of goodwill exceeds its carrying value at each of our three reporting units for 2011. Given the close proximity of the fair value measurements performed during the 2010 Merger transaction in relation to the date of the prior year consolidated balance sheet, and due to the absence of any triggering events during the Successor period, no impairment testing was deemed necessary for 2010.

(7) **Property and Equipment, net**

Property and equipment, at cost and respective estimated useful lives, are classified as follows at December 31, 2011 and 2010 (in thousands):

	<u>2011</u>	<u>2010</u>	
Land	\$ 640	640	
Building	4,672	4,672	27 years
Equipment	4,859	3,925	3 years
Clinical field data systems	4,485	2,817	3 years
Furniture and fixtures	796	654	5 – 7 years
Leasehold improvements	814	739	(a)
Total	<u>16,266</u>	<u>13,447</u>	
Less accumulated depreciation and amortization	<u>(4,164)</u>	<u>(1,397)</u>	
	<u>\$ 12,102</u>	<u>12,050</u>	

(a) The lesser of the lease term or the economic useful life of the improvements.

Depreciation and amortization expense related to property and equipment was \$3.1 million for the year ended December 31, 2011, \$1.4 million for the period August 23, 2010 to December 31, 2010 (Successor), and \$2.0 million for the period January 1, 2010 to August 22, 2010 (Predecessor).

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

(8) Intangible Assets, net

Intangible assets and accumulated amortization at December 31, 2011 and 2010, and the weighted average useful life at December 31, 2011 consisted of the following (in thousands):

	<u>Weighted average useful life</u>	<u>2011</u>	<u>2010</u>
Customer-related, net of accumulated amortization of \$23,861 and \$6,090 as of December 31, 2011 and 2010, respectively	13	\$ 238,079	238,310
Technology-based, net of accumulated amortization of \$14,238 and \$3,913 as of December 31, 2011 and 2010, respectively	4	30,927	39,368
Marketing-based, net of accumulated amortization of \$1,103 and \$318 as of December 31, 2011 and 2010, respectively	13	<u>10,667</u>	<u>9,982</u>
		<u>\$ 279,673</u>	<u>287,660</u>

All intangible assets are subject to amortization and are amortized over their useful lives using the straight-line method. Amortization expense related to intangible assets was \$28.9 million for 2011, \$9.6 million for the period August 23, 2010 to December 31, 2010 (Successor), and \$8.5 million for the period January 1, 2010 to August 22, 2010 (Predecessor). Estimated amortization expense is as follows (in thousands) for the years ending December 31:

2012	\$ 29,612
2013	27,269
2014	26,001
2015	24,742
2016	21,249
Thereafter	<u>150,800</u>
	<u>\$ 279,673</u>

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

(9) Long-Term Debt and Capitalized Lease Obligations

Long-term debt and capitalized lease obligations consisted of the following at December 31, 2011 and 2010 (in thousands):

	2011	2010
Revolving credit facility	\$ 8,000	14,500
Senior credit facility – term loans	225,897	194,513
Subordinated loans	85,000	85,000
Capital lease obligations	—	241
Total debt	318,897	294,254
Less amounts payable in less than one year	(2,280)	(2,191)
	\$ 316,617	292,063

Aggregate annual maturities of long-term debt were as follows at December 31, 2011 (in thousands):

Year ending December 31:	
2012	\$ 2,280
2013	2,280
2014	2,280
2015	10,280
2016	216,777
Thereafter	85,000
	\$ 318,897

Senior Financing Pursuant to the Merger

Overview

On August 23, 2010, in connection with the Merger, the Company and each of its subsidiaries (each a Guarantor and, collectively, the Guarantors), entered into a \$235.0 million Credit Agreement (the Senior Credit Facility) and a Senior Subordinated Loan Agreement (the Subordinated Loan Agreement), which collectively are herein referred to as the Senior Financing. Borrowings made under the Senior Financing were used to fund a portion of the purchase price of the Merger which included the retirement of the Predecessor's debt, as well as pay fees and expenses incurred in connection with the Merger.

On March 14, 2011, the Company refinanced the Senior Credit Facility to, among other things, reduce pricing under the Senior Credit Facility, provide greater latitude in the Company's financial covenants and eliminate the excess cash flow mandatory prepayment provision. Based on the guidance provided in ASC Topic 470-50, *Debt Modifications and Extinguishments*, the Company is not required to record a loss on extinguishment of debt related to the write-off of financing fees deferred in connection with the original Senior Credit Facility, but rather will amortize such fees as an adjustment of interest expense over the remaining term of the refinanced Senior Credit Facility. Approximately \$0.7 million of incremental fees were incurred with respect to the execution of the 2011 refinancing.

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

In addition, on August 12, 2011, the Company amended the Senior Credit Facility to increase the term loan facility from \$194.5 million to \$228.0 million. The additional \$33.5 million in Term Loans were used to (i) fund the CMBS acquisition (see note 5) and (ii) to repay a portion of the outstanding advances under the Revolving Credit Facility. Approximately \$1.3 million in incremental financing fees were incurred with respect to the new Term Loan issuance. Such fees will be amortized over the remaining term of the Senior Credit Facility as an adjustment to interest expense.

Senior Credit Facility

The Senior Credit Facility consists of (i) a \$228.0 million term loan facility (the Term Loans) maturing August 23, 2016 of which \$225.9 million and \$194.5 million was outstanding at December 31, 2011 and 2010, respectively, (ii) a \$40.0 million revolving credit facility (the Revolving Credit Facility) which expires August 23, 2015 of which \$8.0 million and \$14.5 million was outstanding at December 31, 2011 and 2010, respectively.

The Senior Credit Facility also provides a swing line loan commitment (the Swing Line Facility) which expires August 23, 2015, under which there were no borrowings outstanding at December 31, 2011 and 2010, and provisions for the issuance of commercial and standby letters of credit (LOCs) on behalf of the Company, none of which were issued or outstanding at December 31, 2011 and 2010. Borrowings under the Swing Line Facility, together with outstanding LOCs, reduce available borrowings under the Revolving Credit Facility and each are subject to a \$10.0 million sublimit. All borrowings outstanding under the Swing Line Facility or amounts drawn pursuant to LOCs are to be repaid no later than five business days prior to the expiration of the Revolving Credit Facility.

Borrowings under the Senior Credit Facility are secured by substantially all of the assets of the Company and its subsidiaries including all of the Company's outstanding capital stock. The Senior Credit Facility limits the Company's ability to dispose of assets, incur additional indebtedness or contingent obligations, prepay the subordinated debt, engage in mergers or consolidations, suffer additional liens, or engage in certain transactions with affiliates. The Senior Credit Facility contains various customary covenants requiring that the Company comply with certain specified financial ratios and tests. The Company was in compliance with all covenants at December 31, 2011 and 2010.

Interest and other fees

Borrowings under the Senior Credit Facility bear interest, at the Company's option, at an applicable fixed margin over the lender's base rate or London Interbank Offered Rate (LIBOR). The interest rate on LIBOR borrowings may be fixed for periods ranging from one to six months or, with the consent of all relevant lenders, nine or twelve months thereafter. LIBOR rates are set at the greater of the quoted rate or 1.25%.

The Company pays an annual administrative fee of \$0.1 million and an unused commitment fee associated with the revolving portion of the facility (see discussion below).

Mandatory and other prepayments

The Senior Credit Facility permits prepayments by the Company at any time in whole or in part without premium or penalty. The Company must make mandatory repayments with the occurrence of specified events such as receipt of major casualty proceeds, proceeds from the sale of debt or equity securities or

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

proceeds from asset dispositions which are not otherwise reinvested in the business or used for acquisitions or investments as such are permitted in the Facility.

Provided below is a detailed discussion of each component of the Senior Credit Facility.

(a) *Revolving Credit Facility*

The Revolving Credit Facility provides for borrowings up to \$40.0 million. Proceeds from the Revolving Credit Facility are used for working capital, capital expenditures, acquisitions and general corporate purposes. Advances under the Revolving Credit Facility are unrestricted as long as such advances would not result in the Company exceeding the Total Leverage Ratio (TLR), as defined in the Senior Credit Facility. Borrowings under the Revolver (including swing line borrowings) bear interest, as discussed above, plus a fixed bank margin based upon the Company's TLR, as of the most recent compliance certificate filed with the lender, ranging from 3.50% to 3.75% for base rate loans and from 4.50% to 4.75% for LIBOR rate loans. When the TLR exceeds 3.75:1.00, interest accrues at the high end of the range versus a TLR equal to or less than 3.75:1.00 wherein interest accrues at the low end of the range. Interest rates on the Revolving Credit Facility ranged from 6.00% to 7.00% during 2011 and from 7.25% to 7.75% during the period August 23, 2010 to December 31, 2010 (Successor).

Interest is payable quarterly in arrears for base rate loans including swing line borrowings. Interest on LIBOR rate loans is payable on the last day of each interest period as determined by the disbursement, conversion or continuation of such loan and its duration. Interest is due on each quarterly anniversary of LIBOR rate loans with terms in excess of three months.

An unused commitment fee ranging from 0.50% to 0.75% (based on the most recent TLR) of the unused portion of the revolving line of the credit facility is due quarterly in arrears. During 2011 and the period August 23, 2010 to December 31, 2010 (Successor), the Company recognized unused commitment fees at a rate of 0.75%.

LOC fees accrue at the applicable rate for revolving credit loans and are paid quarterly in arrears. In addition, fronting fees (not to exceed 1.0% per annum) and customary administrative and processing fees are assessed with respect to each LOC.

(b) *Term Loans*

Term Loans bear interest, as discussed above, plus a fixed bank margin of 4.75% and 3.75% for LIBOR and base rate borrowings, respectively. Interest rates on the Term Loans ranged from 6.00% to 7.00% during 2011 and from 7.25% to 7.75% during the period August 23, 2010 to December 31, 2010 (Successor). The repayment terms under the Senior Credit Facility require quarterly principal payments on the Term Loans of approximately \$0.6 million with a balloon payment of approximately \$216.8 million on August 23, 2016.

Subordinated Loan Agreement

In connection with the 2010 Merger, the Company borrowed \$85.0 million (Subordinated Loans) pursuant to the Subordinated Loan Agreement to repay certain existing indebtedness of the Predecessor, to finance a portion of the Merger and to pay fees and expenses in connection with the transactions (as noted above).

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

The Subordinated Loans mature August 23, 2017. Interest accrues at 13.0% and is paid in arrears on the last business day of each fiscal quarter. The agreement provides for prepayment penalties up until August 23, 2015, the fifth anniversary of the agreement. As of December 31, 2011 and 2010, no prepayments have been made. Mandatory prepayments are required for specific events such as issuance of equity securities, receipt of major casualty proceeds and proceeds from any asset disposition. In addition, upon the occurrence of a change of control of the Company, the Company is required to make an offer to pay each lender under the Subordinated Loan Agreement cash in an amount equal to 101% of the unpaid principal amount of the Subordinated Loans. The borrowings are guaranteed by the Company and its subsidiaries. Borrowings are secured by substantially all of the Company's assets and outstanding capital stock. The Subordinated Debt Facility limits the Company's ability to dispose of assets, incur additional indebtedness or contingent obligations, engage in mergers or consolidations, suffer additional liens or engage in certain transactions with affiliates. In addition, the Subordinated Loan Agreement contains various customary covenants and requires that the Company comply with certain specified financial ratios and tests. The Company was in compliance with all covenants at December 31, 2011 and 2010.

Capitalized Lease Obligations

Capitalized lease obligations matured and were fully satisfied as of December 31, 2011. Interest rates under the capital lease obligations ranged primarily from 3.95% to 7.84% and the obligations were collateralized by underlying clinical data systems equipment.

(10) Income Taxes

Income tax benefit for the year ended December 31, 2011 and for the 2010 Successor and Predecessor periods was as follows (in thousands):

	December 31, 2011 (Successor)	December 31, 2010 (Successor)	August 22, 2010 (Predecessor)
Current tax (benefit) expense:			
Federal	\$ 400	46	(2,292)
State	1,798	—	(521)
	<u>2,198</u>	<u>46</u>	<u>(2,813)</u>
Deferred tax (benefit) expense:			
Federal	(2,569)	(1,484)	541
State	(3,572)	(6,879)	527
	<u>(6,141)</u>	<u>(8,363)</u>	<u>1,068</u>
Income tax benefit	<u>\$ (3,943)</u>	<u>(8,317)</u>	<u>(1,745)</u>

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

A reconciliation of the 2011 and 2010 Successor's and Predecessor's benefit from income taxes to the expected amount based on the federal statutory rate of 35% for 2011 and the 2010 Successor and Predecessor periods is as follows (in thousands):

	<u>2011</u>	<u>2010</u>	<u>2010</u>
	(Successor)		(Predecessor)
Expected federal income tax	\$ (2,743)	(7,942)	(7,595)
State taxes, net of federal benefit	550	(965)	(208)
Nondeductible items	77	39	66
Rate change on deferred taxes	(2,108)	—	—
Acquisition related costs	124	505	710
Stock-based incentive compensation	—	—	5,223
Other, net	157	46	59
	<u>\$ (3,943)</u>	<u>(8,317)</u>	<u>(1,745)</u>

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and liabilities at December 31, 2011 and 2010 are presented below (in thousands):

	<u>2011</u>	<u>2010</u>
Deferred tax assets:		
Stock-based incentive compensation	\$ 1,352	323
Allowance for doubtful accounts	497	372
Accrued bonus	614	893
Accrued vacation	666	631
Deferred revenue	148	332
Acquisition costs	3,735	3,514
Net operating loss carryforwards	4,736	3,621
Federal tax credits	570	—
Other	73	271
Gross deferred income tax assets	<u>12,391</u>	<u>9,957</u>
Deferred tax liabilities:		
Property and equipment	2,891	2,189
Intangible assets	77,147	84,259
Goodwill	5,221	1,311
Other	444	442
Gross deferred income tax liabilities	<u>85,703</u>	<u>88,201</u>
Net deferred income tax liabilities	<u>\$ (73,312)</u>	<u>(78,244)</u>

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

INTERMEDIUM HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

	<u>2011</u>	<u>2010</u>
Consolidated balance sheet presentation:		
Current deferred income tax assets, net	\$ 1,554	1,961
Noncurrent deferred income tax liabilities, net	<u>(74,866)</u>	<u>(80,205)</u>
Net deferred income tax liabilities	<u>\$ (73,312)</u>	<u>(78,244)</u>

The change in net deferred income tax liabilities as of December 31, 2011 and 2010 includes approximately \$1.0 million in adjustments to intangible assets that do not impact deferred tax benefit.

The Company has recorded a deferred tax asset of \$4.7 million reflecting the benefit of federal and state net operating loss carry-forwards. Such deferred tax assets expire at various dates from 2027 through 2031. The Company recognizes valuation allowances on deferred tax assets reported if, based on the weight of evidence, management believes that it is more likely than not that some or all of the deferred tax assets will not be realized. The valuation allowance is based on the Company's estimates of taxable income and the period over which deferred tax assets will be recovered. There is no valuation allowance recorded at December 31, 2011 and 2010 because management believes that the deferred tax assets will be recognized due to the reversal of significant taxable temporary differences.

Due to the change of ownership provisions of the Tax Reform Act of 1986, utilization of a portion of the Company's domestic net operating loss and tax credit carry-forwards may be limited in future periods. The Company does not expect the carry-forwards to expire before being applied to reduce future income tax liabilities.

With few exceptions, as of December 31, 2011, the Company is no longer subject to U.S. federal, state, local or foreign examinations by tax authorities for years before 2008.

At December 31, 2010 there was a \$0.3 million liability for gross unrecognized tax benefits which were acquired from the Predecessor and settled with taxing authorities during 2011. There was no liability for unrecognized tax benefits as of December 31, 2011. The Company recognizes interest accrued related to unrecognized tax benefits and penalties as interest expense in its consolidated statements of operations. The amount of interest and penalties incurred for the period ended December 31, 2011 and 2010 is immaterial.

(11) Fair Value of Assets and Liabilities

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the exit price) in an orderly transaction between market participants at the measurement date. In determining fair value, the Company uses various valuation approaches, including quoted market prices and discounted cash flows. A hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable input be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from independent sources. Unobservable inputs are inputs that reflect a company's judgment concerning the assumptions that market participants would use in pricing the asset or liability developed based on the best information available under the circumstances.

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

The fair value hierarchy is broken down into three levels based on the reliability of inputs as follows:

- Level 1 – Valuations based on quoted prices in active markets for identical instruments that the Company is able to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.
- Level 2 – Valuations based on quoted prices in active markets for instruments that are similar, or quoted prices in markets that are not active for identical or similar instruments, and model-derived valuations in which all significant inputs and significant value drivers are observable in active markets.
- Level 3 – Valuations based on inputs that are unobservable and significant to the overall fair value measurement.

Fair Value of Financial Assets

The fair value of the cash and cash equivalents at December 31, 2011 and 2010 (which is equal to carrying value) is determined based on Level 1 inputs as follows (in thousands):

Description	2011 Fair value	2010 Fair value
Cash held in overnight depository or repurchase agreements collected on behalf of and due to customers	\$ 17,000	5,166
Government collateralized money market funds and depository accounts	\$ 9,637	14,630

The carrying amount of accounts receivable, notes receivable, accounts payable and accrued expenses, client collections payable, other current liabilities, and accrued interest approximate fair value based on the short maturity of these accounts.

The following table presents the carrying amounts and fair values of the Company's debt at December 31, 2011 and 2010 (in thousands) which has been determined based on Level 2 inputs:

	2011		2010	
	Carrying amount	Fair value	Carrying amount	Fair value
Senior Credit Facility	\$ 225,897	225,897	209,013	220,637
Subordinated loans	85,000	85,000	85,000	95,441
Capital lease obligations	—	—	241	241

At December 31, 2011, the carrying value of the Senior Credit Facility and Subordinated loans approximated their fair market values based on the prices paid to transfer the liability in an orderly transaction as evidenced by similar other transactions involving similar rated debt. At December 31, 2010, the fair value of borrowings under the Senior Credit Facility was estimated based on the price paid to

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

transfer the liability in an orderly transaction as evidenced by the March 2011 refinancing of such debt (see note 9). The Company believed that rates as of December 31, 2010 would not have materially differ from the rates used in the refinancing. The fair value of the Subordinated Loans in 2010 was based on similar other transactions involving similar rated debt that were being consummated with interest rates of approximately 10.0% – 10.5%. The capital lease obligations carrying value is a reasonable estimate of fair value based upon current rates offered to companies with a similar credit profile as that of the Company.

(12) Transactions with Related Parties

Successor

Advisory and Professional Services Fees Paid to Related Parties

The Company has an Advisory Services Agreement (the ASA) dated August 23, 2010, with THL Managers VI, LLC, a Delaware limited liability company (Sponsor) who is an affiliate of the Company's majority equity holders. Pursuant to the terms of the ASA, the Sponsor agrees to provide the Company certain management consulting, financial and other advisory services as requested from time to time by the Board of Directors or other governing body of the Company, as applicable, and agreed to by the Sponsor. Pursuant to the ASA, the Company paid Sponsor a \$7.5 million fee upon the consummation of the Merger; this fee is included in "Selling, general and administrative expenses" in the accompanying consolidated statement of operations for the 2010 Successor period.

The ASA also provides for a Periodic Retainer Fee (the Periodic Fee) in an amount per year equal to the greater of (i) \$0.8 million, or (ii) 1.5% of consolidated Earnings Before Income Taxes, Depreciation and Amortization (EBITDA) (as defined in the ASA) for the immediately preceding fiscal year or such other amount or formula as may be mutually agreed between the Company and the Sponsor. Fees are payable in equal quarterly installments in advance on the first day of each fiscal quarter following the closing of the Merger. The Company paid \$0.8 million in 2011 and \$0.3 million in the Successor Period of 2010 pursuant to the Periodic Fee. The Periodic Fee payable in respect of the first fiscal quarter of any fiscal year shall be \$0.2 million, with the Periodic Fee payable in succeeding quarters to be adjusted to include any incremental amount deemed payable in connection with the consolidated EBITDA performance measurement. In the event of an initial public offering or change of control event, the Company shall pay an amount equal to the net present value (using a discount rate equal to the then yield on U.S. Treasury Securities of like maturity) of the Periodic Fees that would have been payable to Sponsor with respect to the period from the date of such transaction until the scheduled date of termination of the APA (the tenth anniversary of the Merger).

In addition, upon the consummation of any acquisitions, divestitures, financings, refinancings, mergers, recapitalizations, change of control events or other transactions by the Company, Sponsor is entitled to a fee equal to up to 1% fee of the aggregate gross value of such transaction (plus reimbursement of expenses).

Furthermore, the Company agrees to indemnify the Sponsor and its affiliates against any and all actions including, and without limitation, all professional fees and expenses.

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

Related Party Subscription Agreement

In September 2010, the Company entered into a subscription agreement wherein the Company invested \$0.3 million in a Colorado LLC whose Board of Directors and investors includes the Company's Chief Executive Officer (CEO). In 2011, the Colorado LLC was acquired by a third party resulting in the liquidation of the Company's investment holding. The investment was sold for \$0.8 million in cash resulting in a gain on sale of investment of \$0.5 million that is included in "Other income (loss), net" in the accompanying consolidated statement of operations.

Predecessor

Advisory and Professional Services Fees Paid to Related Parties

The Predecessor had an Amended and Restated Advisory Agreement (the Advisory Agreement), with PCap, L.P. (PCap), an affiliate of the majority equity holders of the Predecessor. Pursuant to the Advisory Agreement, the Predecessor agreed to pay an annual advisory and professional services fee equal to the greater of 0.55% of the cumulative amount of funds invested by Parthenon Capital Partners, its affiliates and co-investors or \$0.5 million. Approximately \$0.4 million of such fees were incurred by the Predecessor, and are included in "Selling, general and administrative expenses" in the accompanying consolidated statements of operations. In addition, upon the consummation of any acquisitions, divestitures, financings, refinancings, mergers, recapitalizations or other transactions by the Company, PCap was entitled to a 1% fee on the aggregate value of such transaction (plus reimbursement of expenses). Approximately \$1.3 million in transaction related fees and expenses were paid to PCap by the Predecessor, of which \$1.0 million related to the Merger and \$0.3 million related to the April 2010 acquisition of EMSystems.

Related Party Note Payable

As part of an acquisition in 2005, the Predecessor issued a note payable in the amount of \$12.5 million to a member of the then board of directors in exchange for that director's ownership shares in the acquired company. The director also simultaneously executed a \$12.5 million note receivable for LLC Units in the Predecessor's Parent (both transactions combined constituted such director's Equity Rollover). In April 2010, the Predecessor repaid the note payable to director by offsetting it against the note receivable owed by director to Parent of Predecessor and paying the director approximately \$0.7 million which was the differential in accrued interest between the two notes.

(13) Benefit Plan

The Company provides a 401(k) plan for the benefit of eligible employees as defined by the plan. The 401(k) plan does not require a Company match. Any employer match is at the discretion of the Company. During 2011 and the 2010 Successor and Predecessor periods, the Company and the Predecessor agreed to match 50% of participating employees' first 6% of compensation amounting to \$0.5, \$0.2 million and \$0.4 million, respectively. At December 31, 2011 and 2010, \$0.5 million and \$0.6 million, respectively, was accrued and included in "Accrued payroll and related benefits" in the accompanying consolidated balance sheets. The accruals are paid in March of each period's subsequent year.

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

(14) Commitments and Contingencies

(a) *Litigation*

The Company is from time to time involved in litigation arising in the ordinary course of business. It is the opinion of management, after consulting with its legal counsel, that the outcome of such cases will not have a material adverse impact on the consolidated financial position or results of operations of the Company.

(b) *Lease Commitments*

The Company leases office equipment and conducts its operations from leased office space located in Oklahoma City, Oklahoma; Jacksonville, Fort Lauderdale and Miami, Florida; Oakland, San Diego, Folsom and Arcata, California; Denver, Colorado; Houston and San Antonio, Texas; Mechanicsburg and Pittsburgh, Pennsylvania; Milwaukee, Wisconsin; and Columbus, Ohio. The leases expire on various dates through December 2013. Under the terms of most of the leases, the Company is required to pay all taxes, insurance, and maintenance.

Future minimum rental payments for noncancelable leases having an initial lease term in excess of one year at December 31, 2011 are summarized as follows (in thousands):

	<u>Operating leases</u>
Years ending December 31:	
2012	\$ 2,487
2013	1,779
2014	861
2015	742
2016	541
Thereafter	<u>2</u>
Total minimum payments	<u>\$ 6,412</u>

Many of the operating leases provide for renewal at varying escalations. Fixed rent escalations have been included in the table disclosed above.

Rent expense incurred under operating leases totaled \$3.1 million and \$1.0 million for the year ended December 31, 2011, and the period August 23, 2010 to December 31, 2010 (Successor), respectively.

The Company has been granted lease incentives such as rent abatement periods and leasehold allowances under certain of its leases. The accompanying consolidated statements of operations reflect rent expense on a straight-line basis over the term of the respective leases. An obligation of \$0.1 million and \$0.3 million representing the remaining unamortized lease incentives is reflected in "Other long-term liabilities" in the accompanying consolidated balance sheets at December 31, 2011 and 2010, respectively.

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

(15) Stock-Based Incentive Compensation

Successor

Intermedix Holdings Inc. 2011 Stock Option Plan (the 2011 Stock Option Plan)

Pursuant to the terms of the 2011 Stock Option Plan the Company is authorized to issue options to acquire up to 501,352 shares of common stock of the Company to employees and service providers of the Company. Certain members of the Company's management and professional staff were issued ten-year options to purchase shares of common stock of the Company. All stock options granted under the 2011 Stock Option Plan were granted with an exercise price at least equal to the underlying stock's fair value at the date of grant. The Company's options vest at a rate of 20% per year over a five year term.

Any unexercised portion of the options will automatically terminate upon the tenth anniversary of the issuance date or following termination of employment. In addition, pursuant to the grant agreements under which such stock options were issued, the Company's Board of Directors (BOD) has the right to cause all or any portion of any unvested options to immediately vest and become exercisable upon a sale of the Company or at such other time as the BOD may elect.

Stock-based compensation expense is shown as an individual line on the accompanying consolidated statements of operations. The Company accounts for its equity-based awards using ASC Topic 718. This statement requires entities to measure compensation expense for all equity-based awards granted, modified, or settled using the fair-value measurement method and to recognize the costs in income over the requisite service period, which is generally the vesting period. The Company has elected to recognize these costs on a straight-line basis.

The fair value of each stock option award is estimated on the date of grant using BSM option-pricing model. The weighted average grant-date value of each option grant awarded during 2011 and the 2010 Successor Period was as follows:

	<u>2011</u>	<u>2010</u>
Weighted average grant-date value of options granted	\$ 96.52	82.15
Assumptions:		
Risk-free rate of return	1.20% – 2.49%	1.73%
Expected life in years	6.50	6.50
Expected volatility	48.4%	47.5%
Expected dividend yield	—	—

The risk free rate of return is determined based on a yield curve of U.S. Treasury rates ranging from 5 to 7 years which is the period commensurate with the expected life of options granted. Expected life in years is calculated using the simplified method, as permitted under ASC Topic 718, given the Company's lack of historical experience with respect to the lives of options granted and post-vesting termination patterns. Since the Company has no historical basis for determining its own volatility, the expected volatility is established based on a peer group comprising companies similar to that of the Company. The expected

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

dividend yield is zero as the Company has not paid any cash dividends and does not anticipate it will do so in the foreseeable future.

A summary of stock option activity under the 2011 Stock Option Plan during 2011 and the 2010 Successor Period is as follows (in thousands, except for exercise price and term):

	Number of options	Weighted average exercise price	average remaining contractual term (years)	Aggregate calculated intrinsic value
Granted on August 23, 2010	396	\$ 118.95	6.50	\$ 14,574
Exercised	—	—	—	—
Cancelled or forfeited	—	—	—	—
Outstanding at December 31, 2010	396	118.95	6.50	14,574
Granted during 2011	56	125.18	6.50	1,605
Exercised	—	—	—	—
Cancelled or forfeited	(6)	118.95	5.25	(221)
Outstanding at December 31, 2011	446	119.73	5.35	\$ 15,958

Predecessor

During the Predecessor period, the Predecessor had several stock-based employee compensation plans as described below. The total compensation expense related to these plans was \$17.8 million for the Predecessor period. This amount includes charges to compensation expense of (i) \$17.4 million for the accelerated portion of the option vesting triggered by the Merger (see below and note 1) on August 23, 2010, and (ii) \$0.4 million for the nonaccelerated portion of the option vesting for the Predecessor period. The accelerated vesting compensation expense was made up of \$14.9 million and \$2.5 million related to the Predecessor Management Incentive Units (Predecessor MI Units) and the Predecessor stock option plan, respectively.

Stock-based compensation expense is shown as an individual line on the accompanying consolidated statements of operations. The Predecessor also accounted for its equity-based awards using ASC Topic 718. The Predecessor elected to recognize its compensation expense on a straight-line basis.

The Predecessor had two types of equity-based awards; stock options granted pursuant to the Predecessor's 2005 Stock Option Plan and Class D Units of the Predecessor's Parent issued to certain executive members of management referred to as the Predecessor MI Units.

(a) 2005 Stock Option Plan Awards

Pursuant to the terms of the Predecessor's 2005 Stock Option Plan (the Predecessor Option Plan) and subsequent amendments to the Predecessor Option Plan, the Predecessor was authorized to issue options to acquire up to 125,000 shares of common stock of the Predecessor to employees and service providers of the Predecessor. Certain members of the Predecessor's management and professional staff were issued ten-year options to purchase shares of common stock of the

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

Predecessor. All stock options granted under the Predecessor Option Plan were granted with an exercise price at least equal to the underlying stock's fair value at the date of grant. The Predecessor's options vested based upon varying vesting schedules over terms of four to five years.

As mentioned above, upon the consummation of the Merger unvested options were caused to immediately vest and become exercisable.

The fair value of each stock option award was estimated on the date of grant using BSM option-pricing model. The weighted average grant-date value of each option grant awarded during the Predecessor period was as follows:

Weighted average grant-date value of options granted	\$	113.06
Assumptions:		
Risk-free rate of return		2.85% – 3.04%
Expected life in years		6.38
Expected volatility		47.5%
Expected dividend yield	\$	—

The risk free rate of return was determined based on a yield curve of U.S. Treasury rates ranging from 5 to 7 years which was the period commensurate with the expected life of options granted. Expected life in years was calculated using the simplified method, as permitted under ASC Topic 718, given the Predecessor's lack of historical experience with respect to the lives of options granted and post-vesting termination patterns. Since the Predecessor had no historical basis for determining its own volatility, the expected volatility was established based on a peer group comprising companies similar to that of the Predecessor. The expected dividend yield was zero as the Predecessor had not paid any cash dividends.

INTERMEDIX HOLDINGS INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2011 and 2010

(b) Predecessor MI Units**General Discussion**

Predecessor MI Units were sold to certain members of the Predecessor's executive management (Unit Holders) for a nominal amount of \$0.002 per unit. Based on the nominal cost and other compensatory features, the Predecessor MI Units were subject to the accounting requirements of ASC Topic 718 which requires that entities measure compensation expense related to such awards using a fair value method and recognize the costs in income on a straight-line basis over the requisite service period. ASC Topic 718 requires entities to utilize "employee accounting" when recognizing the compensation expense associated with an award. Since the Unit Holders were employees of the Predecessor, compensation expense, if any, was therefore recognized in the Predecessor's statements of operations.

Pursuant to terms of the Predecessor MI Unit Agreements, upon the sale of the Predecessor on August 23, 2010, the Predecessor MI Units were revalued and the resulting value was recognized as compensation expense of the Predecessor. Unit Holders were not entitled to receive common stock of the Company, rather they were entitled to a pro rata portion of distributions based on their relative Unit ownership in the Predecessor's parent. Unvested Predecessor MI Units became immediately vested prior to the sale of the Predecessor. No management incentive units were issued during the Predecessor period. The Predecessor recognized \$14.9 million in equity-based compensation expense upon the consummation of the Merger pursuant to the 19,613,221 units outstanding at such time.

AGREEMENT BETWEEN

AND

ADVANCED DATA PROCESSING, INC. DBA INTERMEDIX FOR AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__ (the "Effective Date") by and between _____, a _____, with principal offices located at _____ ("Client") and Advanced Data Processing, Inc. DBA Intermedix, a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308 ("Intermedix").

RECITALS

WHEREAS, Client provides emergency and non-emergency medical services, including ambulance transport ("EMS"), for residents and visitors in its jurisdiction, and charges for such services; and

WHEREAS, Intermedix provides billing, collection and related consulting services and equipment for municipalities and other providers of EMS; and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which Intermedix will render the Services as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. ENGAGEMENT OF INTERMEDIX. During the Term of this Agreement, except for accounts referred to a collection agency as provided herein, Intermedix shall be exclusively responsible for the billing and collection of all charges and fees resulting from the delivery of EMS by Client, including but not limited to all charges and fees to private insurers, Medicare, Medicaid, other governmental programs, individual patients and their responsible parties (collectively, "Payors").

2. SCOPE OF SERVICES. Intermedix shall perform and carry out Services as specifically described in Exhibit A (the "Scope of Services"; collectively the Scope of Services and the SaaS Service (as defined in Section 3.01) are the "Services"), which is attached hereto and incorporated herein by this reference. Client reserves the right to request changes in the Scope of Services within Intermedix's capabilities, which changes shall be implemented upon mutual written agreement of the parties specifying such changes and any change in compensation attributable thereto.

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

3. RIGHT TO USE SAAS SERVICE AND RESTRICTIONS.

3.01 Right to Use. Subject to the terms and conditions of this Agreement, during the Term of this Agreement, Intermedix hereby grants to Client a limited, non-transferable, non-assignable right to access and use the following, without the right to sublicense: (i) Intermedix's proprietary billing system software (the "SaaS Service") as part of the Services provided hereunder, via Internet connection solely in support of the billing and collection with respect to the Client's EMS services; and (ii) any associated end-user documentation provided by Intermedix (the "Documentation") in support of Client's authorized access and use of the SaaS Service.

3.02 User Restrictions. Client shall not, and shall not permit others to, without the express written consent of Intermedix: (i) use, receive, reproduce, copy, market, sell, distribute, license, sublicense, lease, timeshare, or rent the SaaS Service, any other Service or any component thereof; (ii) modify, alter, translate or prepare derivative works based on the SaaS Service or Documentation is permitted; (iii) disassemble, decompile, decrypt or reverse engineer the SaaS Service or in any way attempt to discover or reproduce source code for the SaaS Service, or any portion thereof; or (iv) develop or license any third party programs, applications, tools or other products which interface or interact with the SaaS Service. Client agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the SaaS Service, any other Service or the Documentation.

3.03 Hosting of Application. Intermedix shall establish and maintain a production version of the SaaS Service for Client's use, including any necessary physical links to the Internet via an Internet service provider or through a direct Internet connection. The SaaS Service shall reside on a server or cluster of servers which are physically located at Intermedix's place of business or at a third-party site. The SaaS Service may reside on a server or cluster of servers used for the applications of other Intermedix customers.

3.04 Internet Access. Client shall be responsible for providing its own Internet access necessary to provide the SaaS Service, and in no event shall Client be provided with direct access (by modem or otherwise) to the SaaS Service server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, Intermedix makes no guarantee that any given user will be able to access the SaaS Services at any given time. There are no assurances that access will be available at all times and uninterrupted, and Intermedix shall not be liable to Client for its inability to access the SaaS Service.

3.05 Limitation of Access to SaaS Service. Client's right to access and use the SaaS Service will vary depending upon the scope of the Services being provided by Intermedix. By way of example, if Intermedix is responsible for inputting Client's data, Client's access to the SaaS Service will not include the ability to input, delete, or otherwise change such data. Moreover, access to data shall be limited to the employees, representatives and agents of Intermedix and the authorized Users (as defined below) of Client. A complete and signed access form for each of Client's Users authorized to access the SaaS Services must be submitted to and approved by Intermedix.

“User” means with respect to the SaaS Service or any other Intermedix product identified in an Exhibit: (i) any employee of Client or (ii) any medical professional who is authorized to perform medical services for Client within the applicable Client territory or jurisdiction as of the Effective Date. Client shall not permit the access or use of the SaaS Service by a third party, other than Client’s Users who have complied with the terms and conditions of this Agreement, whether to provide services for Client or otherwise, without Intermedix’s prior written consent.

3.06 Reporting. Operational and financial data reports for Client will be available on the SaaS Services when the SaaS Service is available. The format and content of the data will be established and defined by Intermedix and such reports may be added, modified or deleted without notice to Client. Notwithstanding the foregoing, Client may request that specific, custom reports be made available to it at an additional charge to be negotiated between Intermedix and Client.

3.07 Acknowledgement with Respect to Reports. With respect to each report generated for Client as part of the SaaS Service, Client acknowledges and agrees: (i) such report represents a “snapshot” of a moment in time, and as such, the snapshot may not be accurate with respect to financial results on the whole; (ii) the underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation; and (iii) the data represented in the report constitutes only a limited portion of all data available regarding Client’s business. Accordingly, any particular report may not accurately represent the Client’s then-current or future financial condition.

3.08 Third Party Software. The SaaS Service may incorporate software under a license to Intermedix from a third party (“Third Party Software”). If the licensor of any Third Party Software requires Client’s agreement to the terms and conditions of such use through an End User License Agreement (“EULA”), Intermedix will provide such EULA to Client. In order to use the SaaS Service, Client agrees to be bound by all EULA(s) provided during the Term whether by hardcopy or displayed upon installation or use of the SaaS Service. Client’s use of the SaaS Service subsequent to such notice(s) shall constitute Client’s acceptance of the EULA(s). Client shall not use any Third Party Software embedded in, or provided in connection with the SaaS Service on a stand-alone basis or in any way other than as embedded in, provided in connection with, or for use with the SaaS Service and the applicable EULA.

3.09 Intellectual Property. Client agrees that the equipment, computer hardware and software, billing and collection processing, Services, SaaS Service and other related systems and equipment are the property and trade secrets of Intermedix, and that Client will not release any information regarding such Confidential Information (as such term is defined in Section 11.01) and/or trade secrets of Intermedix to any third party without the prior written consent of Intermedix. Client further agrees that, in connection with the use of certain data entry devices, Client may gain access to the intellectual property of third parties. Client understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. Client agrees to enter into such arrangements at Intermedix’s request.

3.10 Audit Rights. From time to time and upon reasonable prior written notice, Intermedix may audit Client’s use of the Services to help ensure that Client is in compliance with the terms and conditions of this Agreement, including, but not limited to, any payment terms.

Any such audit will be conducted during regular business hours at the applicable facilities of Client. Client will identify and cooperate with Intermedix (or its representatives) to provide Intermedix (or its representatives) with reasonable access to all relevant equipment, personnel and records.

4. CLIENT RESPONSIBILITY.

4.01 Generally. Client is responsible for all activity occurring under its User accounts and shall abide by all applicable laws and regulations in connection with its use of the SaaS Service. Client will immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix and use best efforts to cease any further of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of Intermedix related to the Services that is known or suspected by Client or its Users; (iii) any use of false identity information to gain access to or use the SaaS Service or (iv) any loss or theft of a hardware device on which a User has access to the SaaS Service (each of subsections (i) through (iv) a "Security Breach Event"). To the extent that any Security Breach Event involves Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat.1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), Client shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services ("HHS"), and prominent media outlets) (the "HIPAA Notifications") triggered by the Security Breach Event. "Protected Health Information" means Individually Identifiable Health Information (defined at 45 C.F.R. § 164.501), transmitted or maintained in any form or medium, concerning individuals for whom the Client has performed EMS.

4.02 Rights Following Notification. Upon Intermedix's receipt of notification given by the Client of a Security Breach Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the SaaS Service until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the SaaS Services, (ii) any other intellectual property rights of Intermedix or its affiliates or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that a Security Breach Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix or any of its affiliates unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable).

4.03 Security. Client acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on User's computers.

Client is responsible for requiring its Users to use a password to access the SaaS Services in compliance with the SaaS Security Characteristics. The "SaaS Security Characteristics" means a password to access the SaaS Services, which must be at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number. Intermedix shall use commercially reasonable efforts to maintain the security of the SaaS Services, but shall not be responsible for the Client's loss or dissemination of passwords or other breaches beyond Intermedix's reasonable control.

5. COMPENSATION AND METHOD OF PAYMENT.

5.01 Fees. Intermedix shall be paid by Client a monthly amount representing fees for the Services provided by Intermedix hereunder, computed as follows:

- (a) _____ percent (____%) of all monies collected by Intermedix for EMS provided by Client less refunds ("Net Collections"), plus
- (b) all amounts set forth in any Addendum attached hereto. **[; plus]**
- (c) **[IF APPLICABLE:** _____ dollar \$_____ per HIPAA-compliant Notice of Privacy Practices sent to patients as more specifically described in Exhibit C – Optional Services.]

Intermedix reserves the right to increase these fees upon thirty (30) days written notice to Client if postage is increased by the United States Postal Service, but only in an amount necessary to cover additional postage costs. Such increase shall not require agreement or consent by Client.

5.02 Intermedix shall submit the monthly invoices for fees for the Services to _____ **ATTN:** _____, _____. Client shall pay the amount invoiced within thirty (30) days of receipt of such invoice. In the event Client disputes any part of the invoiced amounts, such dispute shall be raised in writing to Intermedix within such thirty (30) day period or the invoice shall conclusively be deemed to be accurate and correct. Intermedix shall respond to any such notice of dispute within thirty (30) days of receipt thereof. Any overdue amounts which are not the subject of a good faith notice of dispute shall accrue interest at the rate of twelve percent (12%) per annum.

5.03 Bank Accounts. Client agrees that it will be solely responsible for the cost and maintenance of any and all of Client's bank accounts, lock-box and/or remote deposit services. Client, should it elect to participate in any credit card acceptance program, agrees to assume and be responsible for all costs associated with such program.

5.04 Taxes. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding and other taxes and duties. Client shall promptly pay, and indemnify Intermedix against, all taxes and duties assessed in connection with any such amounts, this Agreement and its performance by any authority within or outside of the U.S., except for taxes payable on Intermedix's net income.

6. COLLECTION EFFORTS.

6.01 Alternative Collection Arrangements. Intermedix will have the right, on Client's behalf, in its sole and complete discretion, to enter into an alternative collection arrangement with respect to any patient encounter performed by the Client if: (i) the total payments are for at least 80 percent of the amount of the bill and the length of the payments do not exceed 18 months; (ii) an insurance company offers at least 70% of the total amount billed with a stipulation that the insured not be billed for the balance; or (iii) Intermedix is able to make arrangements for the payment of patient account that provide a substantially similar economic benefit to Client, as Intermedix determines in its sole and complete discretion.

6.02 Scope of Collection Efforts. If reasonable efforts have been made to collect a patient account of Client and such efforts have not been successful, Intermedix shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein "reasonable efforts" shall be defined to mean at least one hundred twenty (120) days of active collection efforts in the ordinary course of business. In addition, Intermedix may terminate or suspend collection efforts in the event that Client has supplied Intermedix with materially incomplete or inaccurate billing and/or patient information. Absent contrary instructions from Client with respect to any patient encounter, the accounts that Intermedix has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort.

6.03 Administrative Fee/Third Party Collection Costs. Intermedix will invoice Client, and Client agrees to pay in accordance with the terms and conditions of this Agreement, three percent (3.0%) of collected amounts on accounts sent by Intermedix to the third party collection agency as an administration fee. Client will be directly liable for all fees of third party collection agency.

6.04 Excluded Persons. If any refunds of patient accounts of Client are required to be refunded to or offset by any government and commercial payor as a result of Client's violation of its obligations set forth in Exhibit A (Scope of Services), Section B.9. (an "Excluded Person Refund"), Intermedix shall not be required to refund to Client any commissions or fees earned or previously paid to Intermedix as a result of its collection of such Excluded Person Refund or otherwise include such Excluded Person Refunds in its calculation of Net Collections as set forth herein.

7. SYSTEM SUPPORT. Support and training of Client's Users will be provided subject to and in accordance with the terms of the Scope of Services.

8. INDEPENDENT CONTRACTORS. Intermedix is an independent contractor of Client and not an employee or agent of Client; provided, however, to the extent necessary to fulfill its billing and collection efforts under this Agreement, Intermedix is authorized to sign *in an administrative capacity* for Client the following types of standard forms and correspondence only: probate filings; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of Client; and insurance filings and related forms. Intermedix has no authority to sign any document that imposes any additional liability on Client. Intermedix shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of the Services.

Intermedix shall be fully responsible for all matters relating to payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Each party shall be responsible for its own acts and those of its agents and employees during the Term of this Agreement.

9. LIMITATION ON LIABILITY. INTERMEDIX'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO THE SAAS SERVICES, EQUIPMENT OR OTHER SERVICES DELIVERED UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CLIENT TO INTERMEDIX PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL INTERMEDIX BE LIABLE TO CLIENT UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INTERMEDIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE A CONDITION AND MATERIAL CONSIDERATION FOR THEIR ENTRY INTO THIS AGREEMENT.

10. INSURANCE. Intermedix shall procure and maintain for the duration of the Agreement, the following insurance coverage: (i) workers' compensation insurance in compliance with the applicable state and federal laws; (ii) general liability insurance in an amount no less than \$1,000,000 per occurrence; (iii) coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, and valuable documents in an amount no less than \$100,000 aggregate; and (iv) liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000.

11. CONFIDENTIALITY AND HIPAA BUSINESS ASSOCIATE OBLIGATIONS.

11.01 Confidential Information. Each party (the "Discloser") may disclose to the other party (the "Recipient") certain non-public information relating to the Discloser's business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure ("Confidential Information"). Confidential Information of each party shall also include the terms of this Agreement, but not the existence and general nature of this Agreement. Confidential Information will not include any information: (i) lawfully obtained or created by the Recipient independently of, and without use of, Discloser's Confidential Information and without breach of any obligation of confidence or violation of HIPAA or the HITECH Act; or (ii) that is in or enters the public domain without breach of any obligation of confidence. Client shall be responsible for any breach by any of its Users, employees or agents of any of the confidentiality obligations set forth herein.

11.02 Use and Disclosure. Except as expressly permitted by this Agreement or the BA Agreement (as applicable) and subject to applicable law, the Recipient will:

(a) not disclose Discloser's Confidential Information except: (i) to the employees or contractors of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient's obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 11.02; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify the Discloser of such obligation;

(b) use the Discloser's Confidential Information only for the purpose of performing Recipient's obligations under this Agreement;

(c) use all reasonable care in handling and securing the Discloser's Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and

(d) use and disclose Confidential Information that contains Protected Health Information in accordance with the terms of the Business Associate Agreement attached hereto as Exhibit B (the "BA Agreement"), if applicable.

11.03 Return of Confidential Information. Subject to Intermedix's internal data retention policies and applicable law, the Recipient will return to the Discloser, and destroy or erase all of the Disclosure Confidential Information in tangible form, upon the expiration or termination of this Agreement, and the Recipient will promptly certify in writing to the Discloser that it has done so.

11.04 HIPAA Business Associate Exhibit/Changes In HIPAA. Each party agrees to the obligations set forth in the BA Agreement attached hereto as Exhibit B (the "BA Agreement"). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to Intermedix's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then Intermedix and Client shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a "Revised BA Agreement"), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect.

11.05 Right to Injunctive Relief. The parties expressly acknowledge and agree that the breach, or threatened breach, by a party of any provision of this Article XI may cause the other party to be irreparably harmed and that the harmed party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach, or threatened breach, the harmed party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies.

Nothing in this paragraph will be deemed to limit or abridge any other remedy available to either party at law or in equity.

12. NON-SOLICITATION. For the Term of this Agreement and for one (1) year after its termination, Client shall not employ or hire any employee or former employee of Intermedix who, pursuant to this Agreement, has had any contact with employees or representatives of Client or has worked on Client's accounts, without the prior written consent of Intermedix.

13. ATTACHMENTS. The following named attachments are made an integral part of this Agreement:

- (a) Scope of Services (Exhibit A attached hereto and made a part hereof);
- (b) Business Associate Agreement (Exhibit B attached hereto and made a part hereof);
- (c) Optional Services (Exhibit C attached hereto and made a part hereof); and
[IF APPLICABLE]
- (d) Addendum to Service Agreement – TripTix Program (Exhibit D attached hereto and made a part thereto). **[IF APPLICABLE]**

14. TERM AND TERMINATION.

14.01 Term. This Agreement shall be effective for a _____-year period, commencing _____, 20__ through _____, 20__, unless terminated as provided in Section 14.02 below (the "Initial Term"). Following the expiration of the Initial Term, subject to the payment of all fees due hereunder, this Agreement shall renew for successive, automatically renewable one (1) year periods ("Renewal Terms"; collectively, the Initial Term together with any Renewal Terms are the "Term"), unless either party provides the other party with written notice of termination of this Agreement as provided in Section 14.02 below. All terms and conditions hereof shall remain in full force and effect during the Term unless this Agreement is amended in a writing executed by each Party hereto.

14.02 Events Triggering Termination. This Agreement shall be subject to termination under the following conditions.

- (a) Following the period one (1) year from the Effective Date of this Agreement, either Client or Intermedix may terminate this Agreement without cause upon six (6) months prior written notice to the other party.
- (b) If Intermedix fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

(c) If Client fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

(d) If Client or Intermedix shall: (i) apply for or consent to the appointment of a petition in bankruptcy; (ii) make a general assignment for the benefit of creditors; (iii) file a petition or answer seeking reorganization or arrangement with creditors; or (iv) take advantage of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either party bankrupt or approving a petition seeking reorganization of either party or appointment of a receiver, trustee or liquidator of either party or all or a substantial part of its assets (subsections (i) through (iv), each a "Bankruptcy Event"), this Agreement shall terminate automatically and immediately upon written notice from the other party to the party who has incurred a Bankruptcy Event.

14.03 Rights Upon Termination. If this Agreement is terminated for any reason, including, without limitation, the breach of this Agreement by any party, Intermedix shall be entitled to recover when due and payable hereunder, all amounts owed to Intermedix hereunder accrued but unpaid as of the date of termination. Following termination of this Agreement, for a period of ninety (90) days (the "Transition Period"), Intermedix, at its sole discretion and upon written notice to Client of its election to do so, may continue its billing and collection efforts as to those accounts referred to Intermedix prior to the effective date of termination, subject to the terms and conditions of this Agreement, for the fee set forth in Article 5 above. At the end of the Transition Period, Intermedix shall return all records to Client in a commercially standard format on a commercially standard media as determined by Intermedix in its sole discretion; provided, however, that Intermedix may keep any copies of records in accordance with applicable law. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve either party that has breached this Agreement from liability for damages resulting from such breach and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof.

15. FORCE MAJEURE. Except for Client's obligation to pay, when due, the fees and compensation owed to Intermedix pursuant to the terms and conditions of this Agreement, neither Client nor Intermedix shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to a Force Majeure Event (as defined below), the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Force Majeure Event" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party and includes, but is not limited to fire, flood, earthquakes, storms, lightning, natural disaster, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the Client is located, exclusive of its rules governing choice of law and conflict of laws.

17. GENERAL WARRANTIES AND DISCLAIMERS.

17.01 Corporate Authority. Each party warrants that it is a duly organized and validly existing corporation and has complete and unrestricted corporate power and authority to enter into this Agreement.

17.02 Disclaimer. THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

18. EXPORT LAWS. Client shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which Client receives access to the Services.

19. ASSIGNMENT OF AGREEMENT. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the express written consent of the other party, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, Intermedix may, upon notice to Client, assign this Agreement to any affiliate or any entity resulting from the sale, combination or transfer of all or substantially all of the assets or capital stock, or from any other corporate form of reorganization by or of Intermedix. Intermedix may subcontract any of its obligations under this Agreement, and may perform those obligations through personnel employed by or under contract with Intermedix.

20. NOTICES. Any notice directed to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be deemed given if sent by: (i) facsimile, when complete transmission to the recipient is confirmed by the sender's facsimile machine; (ii) postage prepaid registered or certified U.S. Post mail, then five (5) working days after sending; or (iii) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth below, or to such other address as may be designated by that party by notice to the other party in accordance with this Section:

To Client:

ATTN: Client Manager

To Intermedix:

Brad Williams
 Vice President, Finance
 Intermedix Corporation
 6451 North Federal Highway, Suite 1002
 Fort Lauderdale, Florida 33308

21. SEVERABILITY. If all or a part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

22. ENTIRE AGREEMENT. This Agreement, including exhibits, attachments and written terms incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Pre-printed terms and conditions on or attached to any Client purchase orders or other business forms shall be of no force or effect, even if Intermedix acknowledges or accepts them.

23. AMENDMENT/WAIVER. This Agreement may be modified, or any rights under it waived, only by a written document executed by both parties. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

24. ATTORNEYS FEES. Should either party institute any action or procedure to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement or of any provision hereof, or for a declaration of rights hereunder (including, without limitation, arbitration), the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

25. CONSTRUCTION OF AGREEMENT. This Agreement has been negotiated by the parties and its provisions will not be presumptively construed for or against the other party. The headings and Section titles in this Agreement are for convenience only, and will not affect the construction or interpretation of this Agreement.

26. NO THIRD PARTY BENEFICIARIES. Except as expressly provided in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

27. COUNTERPARTS. The parties may execute this Agreement in one or more counterparts, each of which shall be an original, and which together shall constitute one instrument.

IN WITNESS OF THE FOREGOING, Client has caused this Agreement to be signed by its Client Administrator, attested by Client Clerk with the corporate seal of _____, and Intermedix has executed this Agreement effective as of the date set forth above.

ATTEST:

By: _____
Client Manager

By: _____
Client Mayor

By: _____
Client Clerk

Date: _____

INTERMEDIX
Advanced Data Processing, Inc. dba Intermedix
A Delaware Corporation

DOUG SHAMON,
PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA
BROWARD COUNTY

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared **Doug Shamon, as President of Advanced Data Processing, Inc. dba Intermedix**, a Delaware corporation, and acknowledged execution of the foregoing **AGREEMENT** for the use and purposes mentioned in it and that the instrument is the act and deed of **INTERMEDIX**.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at _____ in the State and County aforesaid on _____, 20____.

Notary Public, State of Florida

My Commission expires:

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

Exhibit A Scope of Services

Base Services and Obligations:

- A.** Intermedix shall revenue cycle management services for Client as described below. Intermedix shall, during the Term:
1. Prepare and submit initial claims and bills for Client promptly upon receipt thereof, and prepare and submit secondary claims and bills promptly after identification of the need to submit a secondary claim.
 2. Assist Client in identifying necessary documentation in order to process and bill the accounts.
 3. Direct payments to a lockbox or bank account designated by Client, to which Client alone will have signature authority.
 4. Pursue appeals of denials, partial denials and rejections when deemed appropriate by Intermedix.
 5. Respond to and follow up with Payors and respond to messages or inquiries from a Payor.
 6. Provide appropriate storage and data back-up for records pertaining to Client's bills and collections hereunder, accessible to Client at reasonable times.
 7. Maintain records of services performed and financial transactions.
 8. Meet, as needed, with representatives of Client to discuss results, problems and recommendations.
 9. Provide any Client-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.
 10. Support the provider in filing and maintaining required documentation and agreements with Payors (e.g., Medicare, Medicaid, Champus, etc.). However, Provider shall remain responsible for all required documentation.
 11. Provide reasonably necessary training periodically, as requested by Client, to Client's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.
 12. Utilize up-to-date knowledge and information with regard to coding requirements and standards, to comply with applicable federal, state and local regulations.
 13. Provide a designated liaison for Client, patient and other Payor concerns.

14. Provide a toll free telephone number for patients and other Payors to be answered as designated by Client.
15. Facilitate proper security of confidential information and proper shredding of disposed materials containing such information.
16. Establish arrangements with hospitals to obtain/verify patient insurance and contact information.
17. Respond to any Client, Payor or patient inquiry or questions promptly.
18. Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments and refunds.
19. Provide reasonable access to Client for requested information in order for Client to perform appropriate and periodic audits. Reasonable notice will be given to Intermedix for any planned audit and will be conducted during normal business hours of Intermedix, all at the Client's expense.
20. Provide timely reports facilitating required aspects of monitoring, evaluating, auditing and managing the Services provided.
21. Process refund requests and provide Client with documentation substantiating each refund requested.
22. Intermedix acknowledges its obligations as Client's Business Associate under the requirements of the Identity Theft Red Flag Rules promulgated under the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules") found in 16 C.F.R. Part 681. Intermedix will ensure that its activities for Client are conducted in accordance with reasonable policies and procedures designed to help detect, prevent and mitigate the risk of identity theft. Intermedix will use reasonable efforts to help ensure that any agent or third party who performs services on Intermedix's behalf in connection with this Agreement, including subcontractors, also agrees to implement reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Intermedix will promptly alert Client of any red flag incident involving Client's data or that of Client Patients in Intermedix's possession of which we become aware, and the steps that are being taken to mitigate any potential security compromise.
23. Assign billing to patient account numbers providing cross-reference to Client's assigned transport numbers.
24. Maintain responsibility for obtaining missing or incomplete insurance information.
25. Provide accurate coding of medical claims based on information provided by Client.

26. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.

27. Retain accounts for a minimum of twelve (12) months (unless otherwise specified by mutual agreement) and after (12) months turn over accounts for which no collection has been made (unless insurance payment is pending) to an agency designated by Client. **[IF APPLICABLE]** Notwithstanding the foregoing, no account shall be turned over for collection without Client's consent.]

28. Permit real-time read only electronic look-up access by Client to Intermedix's SaaS Service to obtain patient data and billing information.

29. Maintain records in an electronic format that is readily accessible by Client personnel and that meets federal and state requirements for maintaining patient medical records.

30. Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human Services (OIG).

B. *Client's Responsibilities and Obligations:*

1. From each person who receives EMS from Client ("Patient"), Client shall use its best efforts to obtain and forward the following information ("Patient Information") to Intermedix:

- (i) the Patient's full name and date of birth;
- (ii) the mailing address (including zip code) and telephone number of the Patient or other party responsible for payment ("Guarantor");
- (iii) the Patient's social security number;
- (iv) the name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and identification numbers;
- (v) the auto insurance carrier address and/or agent's name and phone number if an automobile is involved;
- (vi) the employer's name, address and Workers Compensation Insurance information if the incident is work related;
- (vii) the Patient's Medicare or Medicaid HIC numbers if applicable;
- (viii) the Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements;

(ix) the call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P;

(x) odometer readings such that loaded miles may be calculated;

(xi) physician certification statements (PCS) for non-emergency transports that are to be billed to Medicare pursuant to CMS regulations; and

(xii) any other information that Intermedix may reasonably require to bill the Patient or other Payor.

2. Client represents and warrants that all information provided to Intermedix shall be accurate and complete. Intermedix shall have no obligation to verify the accuracy of such information, and Client shall be solely responsible for such accuracy.

Client agrees to indemnify and hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, including reasonable attorneys' fees, resulting from (a) any inaccurate or misleading information provided to Intermedix that results in the actual or alleged submission of a false or fraudulent claim or (b) any other actual or alleged violation of local, state or federal laws., including but not limited laws applicable to Medicare, Medicaid or any other public or private Payor or enforcement agency.

3. Client will provide Intermedix with necessary documents required by third parties to allow for the electronic filing of claims by Intermedix on Client's behalf.

4. Client will provide Intermedix with its approved billing policies and procedures, including dispatch protocols, fee schedules and collection protocols. Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts.

5. Client will timely process refunds identified by Intermedix for account overpayments.

6. Client will provide a lock box or bank account address to Intermedix and will instruct the lock box or bank custodian agency to forward all documents to Intermedix for processing.

7. Client will provide Intermedix with daily bank balance reporting capabilities via the bank's designated web site.

8. Client will cooperate with Intermedix in all matters to ensure proper compliance with laws and regulations.

9. Client represents and warrants that all of its employees, personnel and independent contractors involved in the delivery of EMS or otherwise performing services for Client: (i) hold the licensure or certification required to perform such services, (ii) have not been convicted of a criminal offense related to health care or been listed as debarred, excluded or otherwise ineligible for participation in a Federal health care program and (iii) are not excluded persons listed on any of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.

10. Client agrees that it will forward to Intermedix copies of checks, or other payment documentation requested by Intermedix relating to the subject matter of this Agreement, within 10 days of the date of receipt of those payments.

11. Client agrees to notify Intermedix in the event that their Epcr vendor performs any system upgrades. Notification may be made in writing to support@Intermedix.com.

Exhibit B Business Associate Addendum

This Business Associate Agreement (“Agreement”) is entered into between _____ (“Covered Entity”) and Advanced Data Processing, Inc. dba Intermedix (“Business Associate”), effective as of _____, 20__ (the “Effective Date”).

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, an agreement or other documented arrangement (the “Underlying Agreement”), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and/or use Protected Health Information (“PHI”) that is confidential under state and/or federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 (“HIPAA Regulations”); and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the “Secretary”) (the “HITECH Act”), and other applicable state and federal laws, all as amended from time to time; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable, unless otherwise defined herein.

2. Obligations of Business Associate.

a. Permitted Uses and Disclosures. Business Associate shall only Use or Disclose PHI for the purposes of (i) performing Business Associate’s obligations under the Underlying Agreement and as permitted by this Agreement; or (ii) as permitted or required by law; or (iii) as otherwise permitted by this Agreement. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate; or (ii) to carry out the legal responsibilities of Business Associate.

Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506(c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that with respect to any such Disclosure either (i) the Disclosure is Required by Law; or (ii) for permitted Disclosures when required by law, Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

b. Appropriate Safeguards. Business Associate shall implement administrative, physical, and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity; and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this Agreement.

c. Compliance with Security Provisions. Business Associate shall (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a “covered entity,” as such term is defined in HIPAA.

d. Compliance with Privacy Provisions. Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a “covered entity,” as such term is defined in HIPAA.

e. Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable and mandated by law, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

f. Encryption. To facilitate Business Associate’s compliance with this Agreement and to assure adequate data security, Covered Entity agrees that all PHI provided or transmitted to Business Associate pursuant to the Underlying Agreement shall be provided or transmitted in a manner which renders such PHI Unusable, Unreadable or Indecipherable to Unauthorized Individuals, through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of the HITECH Act on the HHS Web site. Covered Entity acknowledges that failure to do so could contribute to or permit a Breach triggering notification obligations under the HITECH Act and further agrees that Business Associate shall have no liability for any Breach caused by such failure.

3. Reporting.

a. Security Incidents and/or Unauthorized Use or Disclosure. Business Associate shall report to Covered Entity a successful Security Incident or any Use and/or Disclosure of PHI other than as provided for by this Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure (but not later than ten (10) days thereafter), in accordance with the notice provisions set forth herein. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity; and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Business Associate shall comply with the requirements of Section 3.b below.

b. Breach of Unsecured PHI. The provisions of this Section 3.b are effective with respect to the discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, Use or Disclosure of Covered Entity's PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). If Business Associate discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within thirty (30) days of the date Business Associate discovers such Breach. Business Associate shall be deemed to have discovered a Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR § 164.410. Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach.

4. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this Agreement.

5. Rights of Individuals.

a. Access to PHI. Within ten (10) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an individual to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524.

Subject to Section 5.b below, (i) in the event that any individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate shall directly respond to such request in compliance with 45 CFR § 164.524; and (ii) in the event such request appears to be for a purpose other than a routine billing inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

b. Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual. Business Associate may charge a fee to the individual for providing a copy of such information, but such fee may not exceed Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

c. Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

d. Accounting Rights. This Section 5.d is subject to Section 5.e below. Business Associate shall make available to Covered Entity, in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR § 164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs Covered Entity and Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

e. Accounting of Disclosures of Electronic Health Records. The provisions of this Section 5.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.

f. Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity shall also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6. Remuneration and Marketing.

a. Remuneration for PHI. This Section 6.a shall be effective with respect to exchanges of PHI occurring six (6) months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.

b. Limitations on Use of PHI for Marketing Purposes. Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (i) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501; and (ii) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from time to time. Covered Entity agrees to assist Business Associate in determining if the foregoing requirements are met with respect to any such marketing communication.

7. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act.

Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

8. Minimum Necessary. To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes “minimum necessary” for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

9. State Privacy Laws. Business Associate shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA or the HITECH Act.

10. Termination.

a. Breach by Business Associate. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate’s obligations under this Agreement, then Covered Entity shall promptly notify Business Associate. With respect to such breach or violation, Covered Entity shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Business Associate, terminate its relationship with Business Associate; or (iii) if such termination is not feasible, report Business Associate’s breach or violation to the Secretary.

b. Breach by Covered Entity. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity’s obligations under this Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Business Associate shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, terminate its relationship with Covered Entity; or (iii) if such termination is not feasible, report Covered Entity’s breach or violation to the Secretary.

c. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate shall continue to extend the protections of this Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act.

11. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or privacy of PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this Agreement incorporating any such changes.

12. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

13. Effect on Underlying Agreement. In the event of any conflict between this Agreement and the Underlying Agreement, the terms of this Agreement shall control.

14. Survival. The provisions of this Agreement shall survive the termination or expiration of the Underlying Agreement.

15. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

16. Governing Law. To the extent this Agreement is not governed by federal law, this Agreement shall be construed in accordance with the laws of the State of Florida.

17. Notices. All notices required or permitted under this Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery:

If to Covered Entity:

 Attn: _____
 Telephone no: _____
 Facsimile no: _____
 Email Address: _____

If to Business Associate: C/O Intermedix Corporation
6451 N. Federal Highway, Suite 1002
Ft. Lauderdale, Fl 33308
Attn: Joe McCloskey, Vice President, Compliance Officer
Telephone no: 954-308-8714
Facsimile no: 305-521-0785
Email Address: _____

Exhibit C Optional Services

Intermedix will provide the following specific optional services by mutual written agreement with Client:

1. **[IF APPLICABLE]** Provide HIPAA-compliant Notice of Privacy Practices to transported, billed patients as an insert into the initial billing notice mailed to these patients.]
2. **[IF APPLICABLE]** If Client has purchased TripTix product pursuant to the terms and conditions of the Addendum to this Agreement, Intermedix shall provide TripTix based reporting extract of data required by state or local regulatory authorities connectivity/interface in a format reasonably required by the such authorities.]

Exhibit D
Addendum to Service Agreement
(TripTix Program)

This Addendum to the Agreement (the “Addendum”) hereby sets forth terms and conditions that apply only to the Product and Product Units listed in this Addendum. To the extent the terms and conditions of the Agreement are in conflict with this Addendum, the terms of this Addendum shall control. Where not different or in conflict with the terms, conditions and definitions of this Addendum, all applicable terms, conditions, and definitions set forth in the Agreement are incorporated within this Addendum as if set forth herein. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Agreement.

WHEREAS, Intermedix has developed the TripTix solution or product running on personal tablet devices to enter medical records and data into and interact with its main billing and medical records system or SaaS Service (the “Product” as more particularly defined herein) that Intermedix is willing to make available to Client to use during the Triptix Term, subject to the terms and conditions set forth herein; and

WHEREAS, Client has expressed a desire to obtain a right to use the Product; and

WHEREAS, Client acknowledges that, in connection with the provision of the Product and the Product Unit, Intermedix is incurring significant per unit and, in some cases, per User out of pocket expenses;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein and for other good and valuable consideration the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. For purposes of this Addendum, the following definitions shall apply:

“Addendum Effective Date” shall mean the date on which the last party to this Addendum executed it.

“Intellectual Property” shall mean all of Intermedix’s rights in and to the Product and Product Unit, including, without limitation, Intermedix’s copyrights, trademarks, trade dress, trade secrets, patents and patent applications (if any), and “know how” and any other proprietary information developed by Intermedix relevant to the Product and/or Product Unit, recognized in any jurisdiction in the world, now or hereafter existing, whether or not registered or registerable.

“Product” shall mean, collectively, each Product Unit (a tablet PC, personal digital assistant or similar device), the Software, a third party wireless card in the name of Intermedix and any Third-Party Intellectual Property Rights, as applicable.

“Product Unit” shall mean a single data collection device delivered pursuant to the terms and conditions of this Addendum containing one or more elements of the Product but shall not mean any ancillary devices or products provided by persons other than Intermedix.

“Software” means the copies of Intermedix’s software programs as are contained in the Product, including any documentation included therewith. Intermedix may, at its sole discretion, provide corrections and modifications to the Software from time to time.

“Third-Party Interface Devices” shall mean those devices that interface with the Product to transfer information, including medical monitoring devices for which Third-Party Intellectual Property Royalty Payments are made.

“Third-Party Intellectual Property Rights” shall mean the Intellectual Property rights of any third-party used in connection with the Product.

“Third-Party Intellectual Property Royalty Payments” shall mean the payments to be made directly by Client or, indirectly, on Client’s behalf, as consideration for the licensing of any Third-Party Intellectual Property Rights or use of any Third-Party Interface Devices.

“Users” shall mean: (i) any employees of Client and (ii) any medical professional who is authorized to perform medical services for Client in the area in which Client operates its emergency medical services as of the Addendum Effective Date.

ARTICLE II. PRICE AND PAYMENT

2.01 Adjustment to Rates of Compensation under the Agreement. The compensation due and owing Intermedix by Client shall be increased as described in Section 5.01 of the Agreement during the TripTix Term. Additionally, in the event that Client terminates this Addendum during the period eighteen months following the Addendum Effective Date, it shall pay an early termination fee as set out on Schedule 2.01 hereto.

2.02 Product Fees. In addition to the payments required pursuant to the provisions of Article 5 of the Agreement, Client shall make the following payments: (i) _____ (____%) of all Net Collections for use of Intermedix provided field data capturing and reporting system consisting of _____ (____) Product Units and _____ (____) spare Product Units; and (ii) all Third-Party Intellectual Property Royalty Payments as further set out on Schedule 2.02 hereto.

ARTICLE III. RIGHT TO USE PRODUCT AND PROPRIETARY RIGHTS

3.01 Right to Use. Commencing on the Addendum Effective Date and subject to the terms and conditions of this Addendum, Intermedix grants Client and its Users a non-exclusive, non-transferable right to use the Product during the TripTix Term. This right to use the Product during the TripTix Term does not constitute a sale of the Product or any portion or piece thereof.

3.02 Delivery and Acceptance. Intermedix will deliver to Client, the Product at mutually agreeable times, after or simultaneously with the Addendum Effective Date.

3.03 No Other Rights. Client's rights in the Product will be limited to those expressly granted in this Article III. All changes, modifications or improvements made or developed with regard to the Product by Intermedix, whether or not made or developed at Client's request, shall be and remain the property of Intermedix. Intermedix reserves all Intellectual Property rights and any other rights in and to the Product not expressly granted to Client hereunder.

3.04 Restrictions. Client acknowledges that Intermedix and its suppliers, including, without limitation, the suppliers of certain Third-Party Intellectual Property Rights, have, retain and own all right, title and interest in and to the Product, and all patent, copyright, trademark and service mark and trade name and the goodwill associated therewith, trade secret, inventions, technology, ideas, know-how, and all other intellectual property rights and all other rights pertaining thereto. All such right, title and interest shall be and remain the sole property of Intermedix. Client shall not be an owner of, or have any interest in the Product but rather, such Client only has a right to use the Product pursuant to this Addendum. Neither Client nor its Users shall: (i) remove any copyright, patent or other proprietary legends from the Product; (ii) sub-license, lease, rent, assign, transfer or allow any third-party any right to use the Product; (iii) alter, modify, copy, enhance or adapt any component of the Product; (iv) attempt to reverse engineer, covert, translate, decompile, disassemble or merge any portion of the Product with any other software or materials; (v) otherwise create or attempt to create any derivative works from this Product, or permit persons who are not Users any access to the Product or its operations, and any attempt to do any of the above shall void all warranties given Client by Intermedix and shall be a material breach of this Addendum.

3.05 Material Change to Product. If there is any material change in any rules, orders, laws or regulations governing the manner in which this Product operates or in the data provided by third parties (such as changes in the manner of operation of global distribution systems or standards in wireless or non-wireless communications protocols); then upon written notice to Client, Intermedix will have the right, retroactive to the date of such material change, to modify the way in which this Product delivers data in order to comport with any change in law or regulations or functionality governing the Product. All data used by Intermedix for testing and development shall be supplied by Client at its expense to Intermedix promptly upon request by Intermedix to Client.

ARTICLE IV. PRODUCT UNITS

4.01 Generally. Client and Intermedix understand and agree that Intermedix shall make available one or more Product Units. Client understands and acknowledges that any of the aforementioned Product Units provided by Intermedix will be subject to the additional fee described in Section 2.02 of this Addendum. Also, in connection with the potential provision of such Product Units, Client agrees:

(a) Client will be responsible for any loss or damage to such Product Units. Client agrees to pay: (i) the cost of repairs in excess of manufacturer extended warranty of any such Product Unit provided to it or (ii), if the Product Unit is irreparable, lost or stolen, for the replacement cost of the Product Unit. Client is responsible for repair or replacement costs not covered by extended warranty provided by Intermedix.

(b) Client agrees that Client may obtain insurance for such devices provided that Intermedix is named as a beneficiary under such insurance. Intermedix will use commercially reasonable efforts to provide Client with a replacement Product Unit within one business day following the business day on which the request is made.

(c) Client agrees that it shall immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix of any loss or theft of a Product Unit (a "Product Unit Loss Event"). Upon Intermedix's receipt of notification given by the Client of a Product Unit Loss Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the Product and the Product Unit until such time as the Product Unit Loss Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Product, (ii) any other intellectual property rights of Intermedix or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that any Product Unit Loss Event involves Protected Health Information, and is subject to HIPAA, as amended by the HITECH Act, Client shall comply with all applicable requirements under such laws, including any applicable HIPAA Notification requirements triggered by the Product Unit Loss Event. To the extent that a Product Unit Loss Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable). Client acknowledges that they are responsible for configuring the Product Unit security password configuration (the "Product Unit Security Configuration") and providing that Users provide adequate safeguard password security.

(d) Client may be required to enter into additional agreements with the makers of third-party devices(monitors, scanners, EKG machines, etc.) with respect to the transmission of information between the third party device and the Product Unit. Client understands and agrees that Intermedix will not be able to provide Product Units unless and until agreements are entered into with the third-party manufacturers of such third party devices. Client understands and agrees that its failure to enter into or reach agreements with such third-parties (and any and all consequences of such failure) shall not be deemed to be a default of Intermedix under this Agreement or any other arrangement between Client and Intermedix. Client further understands and agrees that the failure to enter into such agreements with these third parties may hinder Client's use of certain software features that might otherwise be available to it (for instance, a direct data connection between a third party device and the Product Unit).

(e) Client may be required to obtain new or different medical or other equipment capable of communicating with the Product Unit. Client understands and agrees that such new or different medical or other equipment must be obtained at Client's sole cost and expense.

(f) Client may request Intermedix to support additional medical or other devices. Client understands and agrees that the costs of developing an interface may be significant and may involve the payment of royalties to the third-party manufacturers of the device.

Client further understands and agrees that Intermedix has no obligation to undertake the development of interfaces with additional medical or other devices.

(g) Client agrees to indemnify and hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, and against any claim, suit, fine, or damages, including loss of profits, reasonable attorneys' fees, or interest, or any incidental, indirect, special, or consequential damages incurred as a result of any loss or damage to a Product Unit, the failure to utilize and require that its Users utilize one or more Product Unit Security Configurations which comply with the SaaS Security Characteristics, or an actual or alleged violation of local, state or federal laws, including, but not limited to, laws applicable to Medicare, Medicaid, HIPAA, the HITECH Act, or any other public or private Payor or enforcement agency.

ARTICLE V. TERM AND TERMINATION

5.01 Generally. The term of this Addendum shall begin on the Addendum Effective Date and shall continue the termination or expiration of the Agreement, unless terminated as provided in Section 5.03 below (the "TripTix Term").

5.02 Termination. Notwithstanding any other language herein or in the Agreement, a termination of the Addendum shall not operate to terminate the Agreement, but a termination of the Agreement shall operate as a termination of this Addendum.

5.03 Termination of the Addendum.

(a) If Intermedix fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform such obligation, Client shall have the right to terminate this Addendum upon the expiration of said thirty (30) calendar day period, without any obligation to pay any early termination payment outlined in Schedule 2.01.

(b) If Client fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, Intermedix shall have the right to terminate this Addendum upon the expiration of said thirty (30) calendar day period, and any early termination payment outlined in Schedule 2.01 shall be immediately due and payable.

(c) Client may terminate this Addendum (but not the Agreement) at any time for convenience by providing thirty (30) prior written notice to Intermedix, and making payment in full of the required early termination payment disclosed on Schedule 2.01 with respect to each Product Unit delivered pursuant to this Addendum, which shall be immediately due and payable as of the date of such written notice of termination. As of the effective date of such termination, Client shall return all Product Units to Intermedix and shall have no further right to access the Product provided hereunder.

(d) Intermedix may terminate this Addendum without cause upon six (6) months prior written notice to Client.

5.04 Obligations Following Termination. Any termination of the Addendum shall not release Client or Intermedix from any claim of the other accrued hereunder prior to the effective date of such termination. Upon termination of this Addendum, Intermedix shall remain the sole owner of the Product and all Intellectual Property and goodwill associated therewith, and Client shall assert no rights thereto.

Upon termination of this Addendum for any reason, Client shall immediately discontinue use of the Product, and within ten (10) days, return each of the Product Units and certify in writing to Intermedix that all copies, extracts or derivatives of any item comprising the Product, in whole or in part, in any form, have either been delivered to Intermedix or destroyed in accordance with Intermedix's instructions. All payments made by Client to Intermedix hereunder are non-refundable.

ARTICLE VI. LIMITED WARRANTY AND DISCLAIMER:

6.01 Product Warranty. Intermedix warrants that each Product Unit delivered to Client will be free from material defects when delivered.

6.02 Information/Disclaimer of Warranties with Respect to Data and Information Provided by Third Parties. Some information transmittable or accessible through any Product Unit may have been obtained through sources believed to be reliable (such as various Internet providers, real-time data provided by GPS systems or medical devices or other third party information sources).

Client agrees that Intermedix shall not have any liability whatsoever for the accuracy, completeness, timeliness or correct sequencing of the information, or for any decision made or action taken by Client in reliance upon such information or the Product. Client further agrees that Intermedix shall have no liability whatsoever for the transmission, non-transmission or partial transmission of data through third-party data systems and that such transmission shall be undertaken at Client's sole risk, cost and expense.

6.03 Disclaimer. Intermedix and its third party suppliers do not warrant that any Product will meet Client's requirements or that access to the Product, or the operation of the Product, will be uninterrupted, error-free, that all errors will be timely corrected, or that the data and/or reports generated by the Product will be accurate in the event that any third party information providers have provided inaccurate information.

THE WARRANTIES EXPRESSLY PROVIDED IN THIS ADDENDUM AND THE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

6.04 Exclusive Remedy. For any breach of the warranties set forth in Section 6.01, Intermedix, shall, following written notice thereof by Client, use diligence efforts, at Intermedix's sole expense, promptly to repair or replace the nonconforming Product or Product Unit. This is Intermedix's sole and exclusive liability, and Client's sole and exclusive remedy, for the breach of the above warranties.

Intermedix shall have no obligation to replace any defective Product Unit which is not returned to Intermedix immediately following delivery or which has failed because of accident, abuse or misapplication.

Schedule 2.01
Early Termination Fee

The Initial Term Early Termination Payments with respect to each Product Unit are as follows:

	Period	Amount
(1)	For an Early Termination during the first 18 months from the beginning of the TripTix Term:	\$2,750
(2)	For an Early Termination during the remainder of the Term:	\$--0—

**Schedule 2.02
Third-Party Intellectual Property Royalty Payments**

In addition to the other compensation required under this Addendum, Third-Party Intellectual Property Payments shall be made as follows:

Licensing/Royalty agreement to be executed between Client and the manufacturer of Client's defibrillating equipment when the manufacturer has cleared the Product Unit for direct interface between their equipment and Intermedix provided data devices.

CORP\1394246.2

Attachment: Madison Contract (4277 : Fire Dept EMS Billing Survey Report)

REQUEST FOR PROPOSALS

RFP #8225-0-2012/CF

Ambulance Billing and Collection Services

City of Madison, Wisconsin



Attachment: Madison RFP (4277 : Fire Dept EMS Billing Survey Report)

Due:

Thursday, July 26, 2012 2:00 PM CST

Table of Contents

1. Notice to Proposers.....	4
1.1. Summary	4
1.2. Important Dates	4
1.3. Format	4
1.4. Labeling	4
1.5. Delivery of Proposals.....	4
1.6. City of Madison Standard Terms and Conditions (Appendix A).....	5
1.7. Sample Contract for Purchase of Services (Appendix B).....	5
1.8. Multiple Proposals	5
1.9. Procuring Agency/Personnel.....	5
1.10. Inquiries and Clarifications.....	5
1.11. Addenda	6
1.12. Bid Distribution Networks	6
1.13. Oral Presentations/Site Visits/Pre-Bid Meetings	7
1.14. Withdrawal or Revision of Proposals	7
1.15. Public Records	7
1.16. Usage Reports	8
1.17. Partial Award	8
1.18. Tax Exempt	9
1.19. Cooperative Purchasing	9
1.20. Proposer's Responsibility	9
1.21. Instructions for Submitting Proposals.....	9
2. Background Information	10
2.1. Emergency Medical Service	10
2.2. Patient Care Reporting System	10
2.3. Current Ambulance User Fees.....	10
2.4. Current Billing and Receipt Information	10
2.5. Waiver and Installment Programs.....	11
3. Instructions for Submitting Bids.....	12
3.1 General	12

RFP #8225-0-2012/CF Ambulance Billing and Collection Services

Due Date: 7/26/2012 2:00 PM

3.2 Electronic Submission.....	12
3.3 Hard Copy Submission.....	12
3.4 Discrepancies.....	12
3.5 Complete Submission.....	12
3.6 Content.....	12
3.7 Representations	12
3.8 Responsiveness	12
4. Required Information and Content of Bids.....	13
Chapter 1. Table of Contents	13
Chapter 2. Executive Summary and Required Forms.....	13
Chapter 3. Description of Your Organization	13
Chapter 4. Qualifications and Experience	13
Chapter 5. References.....	14
Chapter 6. Description of Services to be Provided.....	14
Chapter 7. Service Requirements.....	15
Chapter 8. Financial Resources	17
Chapter 9. Disclosure of Contract Failures and Litigation.....	17
Chapter 10. Contract ,Terms and Conditions, and Sample Agreements	17
Chapter 11. Cost Proposal.....	18
Chapter 12. Designation of Confidential & Proprietary Information.....	18
Form A: Signature Affidavit.....	20
Form B: Receipt of Forms and Submittal Checklist.....	21
Form C: Vendor Profile	22
Appendix A: Standard Terms & Conditions	23
Appendix B: Sample – Contract for Purchase of Services.....	33

RFP #8225-0-2012/CF Ambulance Billing and Collection Services

Due Date: 7/26/2012 2:00 PM

1. NOTICE TO PROPOSERS**1.1. Summary**

The City of Madison – Finance Division (“City”) is soliciting Proposals from qualified vendors for Ambulance Billing and Collection Services. Vendors submitting a proposal (“Proposers”) are required to read this Request for Proposals (“RFP”) in its entirety and follow the instructions contained therein.

1.2. Important Dates

Deliver proposals no later than the due time and date indicated below. The City will reject late proposals:

Table 1-1: Important Dates

Activity	Due Date
Issue Date	Monday, June 18, 2012
Questions Due	Monday, July 2
Response to Questions	No later than Monday, July 16
Due Date:	Thursday, July 26 at 2:00 PM CST

1.3. Format

Submit proposals in the following format:

Table 1-2: Submittals

Qty	Description
One (1)	Electronic bid in a PDF, Microsoft Word or compatible format stored on a common media (CD, DVD, or flash drive); email is not an acceptable method of submission.
One (1)	Hardcopy bid typed and securely bound on 8.5 by 11-inch paper in a three-ring binder, otherwise identical to the electronic version.

1.4. Labeling

All proposals must be packaged, sealed and clearly labeled:

Proposer’s Name and Address
RFP #8225-0-2012/CF
TITLE: Ambulance Billing and Collection Services
DUE: Thursday, July 26, 2012 2:00 PM CST

1.5. Delivery of Proposals

Deliver sealed proposals to:

City of Madison
Finance Department - Purchasing Services
210 Martin Luther King Jr. Blvd. Room 406
Madison, WI 53703-3346

Important – The City will reject late bids. Immediately contact the Buyer, listed under Section 1.9 below, if you have questions about the due date & time.

Delivery via fax or email is not allowed.

See Section 3 for complete formatting instructions.

See Bid Form B for a list of all forms and deliverables.

The City will not consider illegible proposals.

Proposals must be delivered to the Purchasing Services office. Deliveries to other City departments and/or locations may result in disqualification.

Attachment: Madison RFP (4277 : Fire Dept EMS Billing Survey Report)

1.6. City of Madison Standard Terms and Conditions (Appendix A)

Proposers are responsible for reviewing this attachment prior to submission of their proposal. City of Madison Standard Terms and Conditions are the minimum requirements for the submission of proposals.

1.7. Sample Contract for Purchase of Services (Appendix B)

Proposers are responsible for reviewing this attachment prior to submission of their bid. The Sample Contract for Purchase of Services shall serve as the basis of the contract resulting from this RFP. The terms of this template contract shall become contractual obligations following award of the RFP. By submitting a proposal, Proposers affirm their willingness to enter into a contract containing these terms.

1.8. Multiple Proposals

Multiple proposals from Proposers are permitted; however, each must fully conform to the requirements for bid submission. Proposers must sequentially label (e.g. Bid #1, Bid #2) and separately package each bid. Proposers may submit alternate pricing schemes without having to submit multiple proposals.

1.9. Procuring Agency/Personnel

The City of Madison Purchasing Services Unit issues this RFP; the Buyer managing this RFP process is:

Steven Klett	210 Martin Luther King Jr. Blvd
City of Madison	Madison, WI 53703-3346
Purchasing Services	(608) 266-4523 PH
Rm 407 City-County Bldg.	(608) 266-5948 FAX
sklett@cityofmadison.com	

The City of Madison Finance Department is the procuring agency:

Craig Franklin, CPA
City of Madison – Finance Department
cfranklin@cityofmadison.com

1.10. Inquiries and Clarifications

Proposers are to raise any questions they have about the RFP document without delay. Direct all general questions, those concerning due dates, terms and/or submittals, to the Buyer, either by phone or in writing. Direct all technical questions, those concerning specifications and/or scope of work, to the procuring agency, either by phone or in writing.

Bidders do not need to return the Contract of Purchases of Services with their proposal.

See Section 1.10 below for instructions about contacting City personnel.

Make sure to direct inquiries to the correct contact(s).

RFP #8225-0-2012/CF Ambulance Billing and Collection Services

Due Date: 7/26/2012 2:00 PM

Furthermore, Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see 1.11 below. Proposers are strongly encouraged to check for addenda regularly.

For questions regarding Affirmative Action Plans please contact:

Contract Compliance	Rm. 523 City-County Bldg.
Department of Civil Rights	210 Martin Luther King Jr.
(608) 266-4910	Bldv
dcr@cityofmadison.com	Madison, WI 53703-3346

The City employs spam filtering that occasionally blocks legitimate emails, holding them in ‘quarantine’ for four calendar days. The contacts listed in this RFP will acknowledge all emails received. Proposers not receiving acknowledgement within twenty-four hours shall follow-up via phone with specific information identifying the originating email address for message recovery.

1.11. Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its bid distribution websites – see 1.12 below. It is the Proposer’s responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Bid Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.12. Bid Distribution Networks

The City of Madison posts all Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the Proposer’s responsibility to regularly monitor the bid distribution network for any such postings. Proposer’s failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification.

State of Wisconsin VendorNet System

State of Wisconsin and local agencies bid network.
Registration is free.

<http://vendornet.state.wi.us/vendornet/default.asp>

Bring any and all questions to the attention of the Buyer **prior** to the due date & time.

See Appendix A & B for detailed requirements regarding Affirmative Action Plans.

Remember to check for Addenda regularly.

These websites can send automatic notification of bids from the City.

Bid Tallies are usually available within 1 to 2 days after the bid due date on the bid distribution websites and updated for award, shortly after it is made.

Attachment: Madison RFP (4277 : Fire Dept EMS Billing Survey Report)

RFP #8225-0-2012/CF Ambulance Billing and Collection Services

Due Date: 7/26/2012 2:00 PM

DemandStar by Onvia

National bid network – Free subscription is available to access bids from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

Bid Opportunities:

<http://www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm>

Home Page: <http://www.demandstar.com/>

To Register: www.onvia.com/WAPP

1.13. Oral Presentations/Site Visits/Pre-Bid Meetings

Proposers may be asked to attend pre-bid meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the Proposer's expense.

1.14. Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw proposals submitted prior to the date and time specified for receipt of proposals by requesting such withdrawal before the due time and date of the submission of proposals. After the due date of submission of proposals, no proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their bid at any time prior to opening of proposals.

1.15. Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret" – defined in State of Wisconsin Statutes – may be held confidential. Proposers shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

The same information is posted to both bid websites.

Both sites offer free registration to City bidders.

→ Use this link when registering.

Proposals can be withdrawn, but only at certain times.

RFP #8225-0-2012/CF Ambulance Billing and Collection Services

Due Date: 7/26/2012 2:00 PM

S. 19.6(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90 (1) (c).

s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of bids from public view – until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all bids will be available for review in accordance with such laws.

1.16. Usage Reports

Annually, the successful proposer shall furnish to City Purchasing usage reports summarizing the ordering history for each department served during the previous contract year. The report, at a minimum, must include each and every item or service ordered during the period, its total quantities and dollars by item/service and in total. The City reserves the right to request usage reports at any time and request additional information, if required, when reviewing contract activity.

1.17. Partial Award

Unless otherwise noted, it will be assumed that Proposers will accept an order for all or part of the items priced.

Only "trade secrets" may be held confidential.

See the Standard Terms and Conditions for a complete award terms.

Attachment: Madison RFP (4277 : Fire Dept EMS Billing Survey Report)

RFP #8225-0-2012/CF Ambulance Billing and Collection Services

Due Date: 7/26/2012 2:00 PM

1.18. Tax Exempt

The City of Madison as a municipality is exempt from payment of federal excise taxes (Registration Number 39-73-0411-K) and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005507. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42916.

1.19. Cooperative Purchasing

Proposers may choose to extend prices offered on this proposal to other municipalities*. This is known as “cooperative” or “piggyback” purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFP as a basis; they are made solely between the Proposers and third party unit of government.

1.20. Proposer's Responsibility

Proposers shall examine this RFP and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the contract.

1.21. Instructions for Submitting Proposals

Complete and return Forms A thru D to City of Madison Purchasing Services by Thursday, July 26, 2012 2:00 PM.

Link:

<http://www.cityofmadison.com/comptroller/purchasing/creditLetter.cfm>

*Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts.

Ask questions and get clarification prior to submitting a bid.

Attachment: Madison RFP (4277 : Fire Dept EMS Billing Survey Report)

2. BACKGROUND INFORMATION

2.1. Emergency Medical Service

The City encompasses 84.7 square miles and has a population of 233,209. The EMS section of the Fire Department has 83 paramedics trained to provide Advanced Life Support to patients. The Department has 11 ambulances (8 units are staffed and in service on a daily basis) and transports over 13,000 patients per year to area hospitals.

2.2. Patient Care Reporting System

The Fire Department will be transitioning to the ImageTrend patient care reporting software in late 2012.

2.3. Current Ambulance User Fees

Table 2-1: User Fees

User Type	EMTR	ETR1 Level 1	ETR2 Level 2
Resident	\$600	\$600	\$600
Non-Resident	\$700	\$700	\$700

Mileage is charged at \$12.50 per mile. Currently, the City does not bill for non-transports or supplies.

2.4. Current Billing and Receipt Information

Table 2-2: Gross Billing for 2011

Billing category	Call Count	Billed Amount
Medicare	4,771	\$ 3,230,011.25
Medicaid	1,394	939,622.50
Patient	1,692	1,154,831.30
Other Insurance*	5,696	3,940,501.50
Total	13,553	\$ 9,264,966.55

Table 2-3: 2011 Receipt Information

Billing Group	Billed Amount
Medicare	\$ 1,512,605.67
Medicaid	266,500.58
Patient	441,328.96
Insurance/other*	3,002,458.99
Total	\$ 5,222,894.20

* Includes replacement plans for Medicare and managed care plans for Medicaid.

The City currently utilizes a local collection agency for follow-up, reporting and collection of delinquent accounts.

The City intends to retain previously invoiced accounts through completion.

2.5. Waiver and Installment Programs

The City offers a Hardship Waiver program designed to help individuals with no insurance or resources to pay the Ambulance user fee. The schedule below provides the percent of fee waived based on total family income and number of individuals in household.

Table2- 4: Hardship Waiver Schedule

Total Family Income	Number of People in Household			
	1	2	3	4+
\$0 – \$27,150	100%	100%	100%	100%
\$27,151 – \$29,150	80%	100%	100%	100%
\$29,151 – \$31,150	60%	100%	100%	100%
\$31,151 – \$33,150	40%	80%	100%	100%
\$33,151 – \$35,150	20%	60%	100%	100%
\$35,151 – \$37,150	0	40%	80%	100%
\$37,151 – \$39,150	0	20%	60%	100%
\$39,151 – \$41,150	0	0	40%	80%
\$41,151 – \$43,150	0	0	20%	60%
\$43,151 – \$45,150	0	0	0	40%
\$45,151 – \$47,150	0	0	0	20%
\$47,151+	0	0	0	0

In addition, the City offers a maximum 12 month installment payment plan for patients unable to pay their invoice in full when due.

3. INSTRUCTIONS FOR SUBMITTING BIDS

3.1 General

Proposers shall fashion their proposals according to the layout provided in Section 4: Required Information and Content of Proposals. Provide clear and complete responses to each chapter contained therein. Bid Form B provides a checklist of all required submittals.

3.2 Electronic Submission

Proposers shall submit an electronic copy of their bid stored on a common media: CD, DVD or flash drive. Transmission through email is not acceptable. The electronic submission shall consist of clearly labeled files that match the chapter layout in Section 4 of this RFP, below. Limit responses to the information requested in the RFP. Do not include any additional data files or content. Unless specifically noted, acceptable formats include Microsoft Word, Microsoft Excel, or PDF.

3.3 Hard Copy Submission

Proposers shall submit one (1) copy of their completed bid typed and securely bound on 8.5 by 11-inch paper. The content of the hard copy proposals shall be identical to the electronic-copy submitted.

3.4 Discrepancies

If any discrepancies between the paper copy and the electronic copy are discovered, the copy that the City relied upon will prevail.

3.5 Complete Submission

Proposers must submit all required chapters, forms, appendices and attachments. The City may deem failure to submit such data sufficient cause for disqualification.

3.6 Content

Elaborate proposals (e.g. expensive artwork), those beyond what is sufficient to present a complete and effective proposal, are not necessary or desired.

3.7 Representations

The City shall rely upon the representations made during the RFP process, including those in the bid, while selecting a vendor. The successful Proposer shall be required to warrant that their representations are accurate, and shall accept full responsibility for its responses to the RFP.

3.8 Responsiveness

The City reserves the right to reject any bids it determines not responsive to the RFP. Furthermore, the City reserves the right to reconsider any bid submitted during any phase of the procurement process; meet with select firms at any time to gather additional information; add or delete from the scope of work up until the final contract signing, acknowledging these changes may result in increased or decreased effort and/or pricing. See Appendix A: Standard Terms and Conditions, for a complete list of the City's minimum requirements for the submission of proposals.

4. REQUIRED INFORMATION AND CONTENT OF BIDS

In the context of this section “you” and “your” is the same as “Proposer” and “Proposer’s”, respectively. The evaluation and selection of a Contractor/Vendor (defined as the proposer awarded the RFP and who executes a contract with the City), along with the contract issued, will be based, at least in part, on the information submitted in the proposal. Additionally, other inquiries may be made, including but not limited to references, interviews, demonstrations and presentations.

Chapter 1. Table of Contents

The Table of Contents outlines in sequential order the major sections of your proposal.

Chapter 2. Executive Summary and Required Forms

Include the following required forms (blank forms are included in the RFP):

- o Form A: Signature Affidavit - A company officer with authority to bind the Proposer to the City by contract shall sign this form, attesting the proposal has been submitted in conformance to stated requirements.
- o Form B: Receipt of Forms and Submittal Checklist - Initial to confirm you have received and are submitting all required forms.
- o Form C: Vendor Profile - Complete the information about your firm.

Next, incorporate an Executive Summary containing the following:

- o A brief summary of your proposal.
- o A high-level overview of your services and the distinguishing characteristics of your proposal.
- o Limit the Executive Summary to one page or less.

Chapter 3. Description of Your Organization

Elaborate upon the brief description of your firm provided in the Executive Summary. Limit your response to one page. At a minimum, make sure to provide:

- o A description of the services provided by your company.
- o Your company’s experience including the number of years in business.
- o The number of employees working for your company and number involved in providing ambulance billing and collection services.
- o Any other pertinent information about your firm.

Chapter 4. Qualifications and Experience

The City will evaluate experience in providing ambulance billing and collection services. Provide a description of relevant experience, especially in projects of similar size and scope that are currently being serviced or took place within the last five years. Describe briefly the nature of services provided to each organization listed. Limit your response to three pages. Include a clear statement of your firm’s specific role in the process.

Identify specific projects, dates and results. Include the following information:

- o The client name, type of organization (e.g. municipality), address, telephone number, email and the name of a contact person. Be sure to include clients located in Wisconsin.
- o A brief description of the services performed. Be sure to include whether or not it was similar to what is being proposed by the City.
- o The contract period and duration. If the project is on-going include the start date of service, % of contract completed-to-date and estimated completion date.
- o Describe any extra services added after contract initiation.
- o List any and all contracts your firm has performed for the City of Madison.

The City may also utilize other sources of information about the qualifications submitted.

Chapter 5. References

Provide three references from similar projects and clients. Limit your response to three pages. All of your references should also be listed in the projects under Chapter 4, above. Make sure to include Wisconsin projects as references. For each reference provide;

- o An in-depth description of services performed for the reference, if not already provided in Chapter 4.

Chapter 6. Description of Services to be Provided

Describe your services by providing a response to each of the following inquiries. Indicate whether or not you can meet the requirement and, wherever possible, elaborate on your response. Limit your response to ten pages.

- o A brief proposal summary that describes your understanding of the RFP and how the stated requirements will be met. Include any concerns regarding scheduling, concept or expectations.
- o Include ability to meet service deadlines.
- o Discuss your organization's specific abilities to provide ambulance billing services including detail of the billing system and processes. Please indicate whether the software used is proprietary or third-party.
- o Discuss your organization's specific abilities to consult with the City regarding its current operations and make recommendations for efficiency and potential increases in collection percentage and revenue.
- o Detail your experience interfacing with third-party patient care reporting systems – specifically the ImageTrend software.
- o Discuss information required for bill processing and the extent of assistance required from City staff.

- o Discuss your approach to aged accounts including steps used for follow-up.
- o The City prefers the Proposer handle all collection activity including credit bureau reporting and tax intercept filing. Discuss your experience in the delinquent account collection process and whether licensed in the State of Wisconsin. The City may also entertain transfer of delinquent accounts to a third-party collection agency.
- o Describe your compliance program and how the program meets or exceeds the requirements of CMS, HIPPA, identity theft and account collection regulations.
- o Describe your efforts to establish and maintain a system of internal controls. Please include the most recent SSAE 16 report. Further, discuss your experience and timeliness working with a municipal client audit firm's request for information/documentation.

Chapter 7. Service Requirements

Provide a response to each of the following service requirements. Indicate whether or not you can meet the requirement and, wherever possible, elaborate on your response. Limit your response to ten pages.

Billing Services

- o Proposer shall be capable of interface with ImageTrend patient care reporting system.
- o Proposer shall provide system capable of managing and processing patient accounts, charges, responsible party, invoices and claims, receipts, account disposition and comments with all related documentation and correspondence. Proposer shall provide City with secure online access to view and audit these records.
- o Proposer is solely responsible for all data entry, verification and follow-up of patient information. Proposer shall utilize available resources and databases to obtain patient billing and insurance information. All software used, including upgrades and maintenance shall be provided at the Proposer's expense.
- o Proposer shall be able to prepare ambulance transport invoices according to the rates established by the City, guidelines and procedures established by the Proposer and City, within all applicable laws and regulations including those for Medicare and Medicaid Services (CMS).
- o Proposer shall be able to include supply charges on ambulance transport invoices should the City change its policy in the future.
- o Proposer shall be able to prepare ambulance non-transport invoices according to the rates established by the City, guidelines and procedures established by the Proposer and City,

within all applicable laws and regulations including those for Medicare and Medicaid Services (CMS) should the City change its policy in the future.

- o The expectation of the City is that the initial invoices will be processed within five (5) business days of patient care report completion.
- o Proposer shall provide timely review of claims to verify completeness, accuracy and compliance.
- o Proposer to be responsible for all required patient disclosure requirements.
- o Proposer shall have the ability to forward all invoices and claims to the responsible party. Proposer must be currently filing Medicare and Medicaid claims electronically via the National Standard Format. All invoice and claim processing costs shall be provided at the Proposer's expense.

Collection Services

- o Receipts shall be posted to patient accounts within one business day.
- o Receipts shall be collected by the Proposer and disbursed to the City on a weekly basis by electronic funds transfer or wire. A deposit report shall be available online showing who paid, the amount paid and patient account where payment was applied.
- o Proposer shall provide all account maintenance and follow-up which may including researching denials, processing appeals, claim re-submission, invoice balance due, secondary insurance claims, required write-off and refund processing.
- o Proposer shall implement and follow the City's waiver and installment programs.
- o Proposer shall accept MasterCard and Visa credit cards as payment for services.
- o Proposer shall perform delinquent account collection services or facilitate transfer of accounts to a third-party collection agency.

Reporting Services

- o Proposer shall provide the City online secure access to reports. The City shall have the ability to generate the following reports (at a minimum) in summary and detail and for a specified time period.

1. Invoiced report by responsible party	6. Receivable aging report with disposition
2. Deposit report	7. Adjustments report by type
3. Receipts by charge	8. Write-off report by type
4. Receipts by payer	9. Raw data for statistical analysis
5. Receivable by call month and/or year	

Chapter 8. Financial Resources

- o Provide evidence of your financial stability and sufficient financial resources to complete a project of this scope.
- o Are there any anticipated changes of ownership or control of your company?

Chapter 9. Disclosure of Contract Failures and Litigation

- o Disclose any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves your firm or in which your firm has been judged guilty or liable, or which may affect the performance of the services to be rendered herein, in which your firm, any of its employees, subcontractors, or sub consultants is or has been involved in within the last three (3) years.
- o Indicate if your company has ever failed to complete any work awarded to it. If it has, please indicate the date, where and why.

Chapter 10. Contract ,Terms and Conditions, and Sample Agreements

Term of Contract

The contract term shall be from January 1, 2013 through December 31, 2015.

Renewal of Contract

This contract may be renewed by the City for two (2) consecutive one year periods under the terms and conditions of the original contract. The percentage fee will remain the same for each renewal period. Upon determination by the City to renew this contract for an additional term, written notification will be provided to the Proposer.

Contract Terms and Conditions

Appendix B is a sample Contract for Purchase of Services that must be used for all services procured by the City. It is based upon the City of Madison's contracting policies and procedures, required by City ordinance and mayoral directives.

In Chapter Ten, include an acceptance of and any exceptions to Appendices B. Proposers are responsible for reviewing and becoming familiar with Appendices B prior to submission of their proposal. Each Proposer responding to this RFP must include a positive statement that they understand and accept Appendices B. Proposers may submit exceptions to these clauses in Chapter Ten and suggest alternative terms. By submitting both an acceptance and exceptions you are agreeing to the City's terms, besides those you take exception to. By receiving such proposal or awarding the project the City does not indicate agreement to any alternative contract terms.

Please submit samples of any agreement(s) you would ask the City to sign as a condition of service. By receiving any sample agreements with a proposal or awarding the project, the City does not indicate agreement to any of the terms of such sample agreements.

The RFP, all of its specifications and the Proposer's responses to them may, at the City's discretion, be incorporated into any contract(s) resulting from this RFP. All representations made in the proposal will be binding upon the Proposer at the City's option. The City reserves the right to negotiate any and all terms and conditions as the City deems necessary.

Chapter 11. Cost Proposal

Fixed Percentage Rate for Ambulance Billing and Collection Services

All Proposers, as part of their proposal, will specify a fixed percentage rate as payment for services. The calculated payment will be the product of the fixed percentage rate and net revenues received (revenue received less refunds disbursed). Proposer to state any exception to the Scope of Services not included in the fixed percentage rate.

Cost proposals shall be quoted as; all inclusive, not-to-exceed, fixed fees for services:

- o All Inclusive – Contains all necessary and optional expenses.
- o Not To Exceed – The actual fees shall not exceed the amounts specified in cost proposal.
- o Fixed Fee – All prices, costs, rates and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

Cost Considerations

The City reserves the right to make an award without further discussion of the cost proposal submitted. Therefore, the Proposer should submit the cost proposal on the most favorable terms they can offer. However, this does not limit the City from negotiating with the selected Proposer.

Standard City policy is to release payment upon 100% completion of contracts. Proposers requesting a different payment schedule must include it with the cost proposal for consideration. The City reserves the right to reject or negotiate payment schedules but is generally tenable to detailed payment schedules based on specific intervals or milestones.

Final Contract Cost

A finalization of scope of services is expected as a part of final contract negotiation or through a Best and Final Offer (BFO) process. By this point the Proposer(s) remaining in the process will have met with the City and/or demonstrated their product giving them the opportunity to obtain a complete understanding of all requirements.

Chapter 12. Designation of Confidential & Proprietary Information

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret" – defined in State of Wisconsin Statutes – may be held confidential. Proposers shall seal, in Chapter Twelve all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information contained in Chapter Twelve elsewhere in your response.

RFP #8225-0-2012/CF Ambulance Billing and Collection Services

Due Date: 7/26/2012 2:00 PM

Make reference to Chapter Twelve when citing confidential information in other Chapters of your response. Refer to Section 1.15 for additional information on Public Records.

Attachment: Madison RFP (4277 : Fire Dept EMS Billing Survey Report)

FORM A: SIGNATURE AFFIDAVIT

Note: This form must be returned with your bid response.

In signing this bid, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid, that this bid has been independently arrived at, without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Bid, declares that the attached bid and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Bidders shall provide the information requested below. Include the legal name of the Bidders and signature of the person(s) legally authorized to bind the Bidders to a contract.



Signature

Sign and Print Name Above.

Note: This form must be returned with your bid response.

Bid Invalid without signature.

Attachment: Madison RFP (4277 : Fire Dept EMS Billing Survey Report)

RFP #8225-0-2012/CF Ambulance Billing and Collection Services

Due Date: 7/26/2012 2:00 PM

FORM B: RECEIPT OF FORMS AND SUBMITTAL CHECKLIST

Note: This form must be returned with your bid response.

The Bidder hereby acknowledges the receipt and/or submittal of the following forms:

Note: This form must be returned with your bid response.

Submittals: Check to confirm that these items are being returned to the City.

Receipt: Check to confirm that these Forms were included in the bid packet received from the City.

<u>Forms List</u>	<u>Initial to Acknowledge Submittal</u>	<u>Initial to Acknowledge Receipt</u>
Section 1. Notice to Proposer		☐
Section 2. Background Information		☐
Section 3. Instructions for Submitting Bids		☐
Section 4. Required Information and Content of Bids	☐	☐
Form A: Signature Affidavit	☐	☐
Form B: Receipt of Forms and Submittal Checklist	☐	☐
Form C: Vendor Profile	☐	☐
Form D: Cost Proposal	☐	☐
Appendix A: Standard Terms & Conditions		☐
Appendix B: Sample – Contract for Purchase of Services		☐
Addendum # _____		☐
Addendum # _____		☐
Addendum # _____		☐

Attachment: Madison RFP (4277 : Fire Dept EMS Billing Survey Report)

RFP #8225-0-2012/CF Ambulance Billing and Collection Services

Due Date: 7/26/2012 2:00 PM

FORM C: VENDOR PROFILE**Company Information**

Company Name			
FEIN:	(If FEIN is not applicable, SSN collected upon award)		
Contact Name	Title		
Telephone ()	Fax ()		
Email			
Address	City	State	Zip

Affirmative Action Contact

Contact Name	Title		
Telephone ()	Fax ()		
Email			
Address	City	State	Zip

Orders/Billing Contact

Contact Name	Title		
Telephone ()	Fax ()		
Email			
Address	City	State	Zip

Local Vendor Status

(Check only one)

☐ **Yes**, we are a local vendor **and** have registered on the City of Madison website under the following category:

☐ **No**, we are not a local vendor or have not registered.

<http://www.cityofmadison.com/business/localPurchasing/index.cfm>

Note: This form must be returned with your bid response.

Makes sure to use your complete, legal company name.

Contact should be the person able to answer questions about your proposal (bid).

The successful Contractor, who employs more than 15 employees and whose aggregate annual business with the City for the calendar year, in which the contract takes effect, is more than twenty-five thousand dollars (\$25,000), will be required to comply with the City of Madison Affirmative Action Ordinance, Section 3.58(8) within thirty (30) days of award of contract.

Mailing address where City purchase orders/contracts are to be mailed and person the Department can contact concerning orders and billing.

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered **as of** the Bid's due date will receive preference. Learn more and register at the City of Madison website.

Attachment: Madison RFP (4277 : Fire Dept EMS Billing Survey Report)

APPENDIX A: STANDARD TERMS & CONDITIONS

CITY OF MADISON

Section A: Standard Terms and Conditions (STC-Form: 3/12/12)

This document is intended to indicate the minimum requirements for the submission of bids.

1. **General.** Throughout this document, "City of Madison," "City" and "Purchasing" shall be synonymous and mean the City of Madison. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer" and "contractor." The phrases "request for proposal," "invitation for bids," "request," "invitation," and "solicitation" shall also be synonymous.

As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous. If the City accepts a bid or proposal, the bid or proposal together with the City's entire Request for Proposals or Invitation for Bids and any other terms and conditions expressly agreed between the parties in writing, shall constitute a contract and will be the Entire Agreement, as described in paragraph 2 ("Entire Agreement"). In the event of any conflict between this Section A and any other terms and conditions included in the accepted bid or proposal, the terms of Section A shall control unless the parties expressly agree to another order of precedence, in writing. Finally, if a separate written contract is executed between the parties as a result of this solicitation, the terms and conditions of that contract shall control.

This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or

her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.

The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

2. **Entire Agreement.** These standard terms and conditions shall apply to any contract or order as a result of this Request for Bid/Proposal except where special requirements are stated elsewhere in the Request, in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any documents, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.

RFP #8225-0-2012/CF Ambulance Billing and Collection Services

Due Date: 7/26/2012 2:00 PM

3. **Addenda.** Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.
4. **Price Proposal.** All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
5. **Price Inclusion.** The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.
6. **Pricing and Discount.**
 - a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.
7. **F.O.B. Destination Freight Prepaid.** Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
8. **Tax Exemption.** The City of Madison is exempt from the payment of Federal Excise Tax and State Sales Tax. The City Tax Exempt number is ES 42916. Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.
9. **Specifications.**
 - a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
 - b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality,

functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

10. Regulatory Compliance.

- a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
- b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

- 11. Warranty.** Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for ninety (90) days from the date of receipt. If bidder or manufacturer offers warranty that exceeds 90 days, such warranty shall prevail.

- 12. Ownership of Printing Materials.** All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

13. Award.

- a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
- b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.

- 14. Responsiveness and Responsibility.** Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and

has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

15. Cancellation.

- a. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- b. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Bidder under the Agreement.
- c. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel and terminate the contract without notice.

- 16. Item Return Policy.** Bidder will be required to accept return of products ordered in error for up to twenty-one (21) calendar days from date of receipt, with the City paying only the

return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

- 17. Payment Terms and Invoicing.** The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.

- a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
- b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the upper middle section of the purchase order. Send invoices to Accounts Payable address on the purchase order. Do not send invoices to Purchasing or ship to address.
- c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

18. **Affirmative Action.** If the Contractor employs 15 or more employees and has aggregate annual business with the City for the calendar year in which the contract takes effect of \$25,000 or more, the contractor will be required to file, within thirty (30) days of execution of the contract, a Model Affirmative Action Plan that is designed to insure that the contractor provides equal employment opportunity to all and takes affirmative action in its utilization of job applicants and employees who are women, minorities or persons with disabilities. [Madison General Ordinances, Sec. 39.02(9)]. The Model Affirmative Action Plan, Request for Exemption form, Workforce Utilization Statistics Report, and instructions are available at: <http://www.cityofmadison.com/dcr/aaForms.cfm> or by contacting the City of Madison Department of Civil Rights (DCR) at (608) 266-4910. If the contractor employs 15 or more employees but does not have annual aggregate business with the city of \$25,000 or more, contractor must submit certain workforce utilization statistics on a form provided by DCR, and for at least twelve (12) months after the effective date of this purchase, Contractor must notify the DCR of all job openings in Dane County open to applicants not already employees of the Contractor. The notice must include job description, classification, qualifications, application procedures, and deadlines. The Contractor agrees to interview and consider candidates referred by DCR if the candidate meets minimum qualification standards established by Contractor, and the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice. Further, the Contractor shall allow maximum feasible opportunity to small business enterprises to compete for

any subcontracts entered into pursuant to this contract.

19. **Non-Discrimination.** The Seller agrees not to discriminate against any employee, or applicant who because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, aged, disability, sex or national origin.

Contractor is further notified that, in the event that additional protected classifications are added to Section 39.02(9)(b) of the Madison General Ordinances prior to commencement of work under this proposal, the amended ordinance shall apply to the Contractor.

20. **Living Wage.** (Applicable to Service Contracts Exceeding \$5,000.) The bidder agrees to pay all employees employed in the performance of this contract, whether on full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances. Additional information is available on our website:

www.cityofmadison.com/finance/wage

21. **Prevailing Wage Rate.** When skilled labor is required for any service project, the Contractor warrants that the current minimum rate of wage scale established by the Common Council, under provisions of Sec. 66.0903 Wis. Stats., be paid to all trades and occupations. Wage scale is on file with

the Clerk of the City of Madison. Additional information is available on our website:

www.cityofmadison.com/finance/purchasing

22. Indemnification. The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.

23. Insurance. The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

a. **Commercial General Liability** - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and

products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

- b. **Automobile Liability** - The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
- c. **Worker's Compensation** - The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
- d. **Professional Liability** - The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a

“claims made” policy, all renewals thereof during the life of the contract shall include “prior acts coverage” covering at all times all claims made with respect to Contractor’s work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

- e. Acceptability of Insurers - The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
- f. Proof of Insurance, Approval - The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City’s representative upon execution of the contract, or sooner, for approval by the City Risk Manager. The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

- 24. **Work Site Damages.** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner’s satisfaction at the Contractor’s expense.

25. Compliance.

- a. Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
- b. Licensing and Permits. The Contractor selected under this bid shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.

- 26. **Project Completion Date.** All bidders are required to show a project completion date on the attached proposal page.

27. Warranty of Materials and Workmanship.

- a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
- b. Work not conforming to these warranties shall be considered defective.
- c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

- 28. **Replacement of Defective Work or Materials.** Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City

notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.

29. **Reservation of the Right to Inspect Work.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.

30. **Sweatfree Procurement of Items of Apparel.** Section 4.25 of the Madison General Ordinances, "Procurement of Items of Apparel," is hereby incorporated by reference and made part of this contract.

The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 of the Madison General Ordinances and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on

the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.

The sanctions for violating Sec. 4.25 under an existing contract are as follows:

- a. Withholding of payments under an existing contract.
- b. Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
- c. Termination, suspension or cancellation of a contract in whole or in part.
- d. Nonrenewal when a contract calls for optional renewals.
- e. Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
 - (1) Progress toward implementation of the standards in this Ordinance is no longer being made; and

(2) Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.

- f. Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.

The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.

31. **Local Purchasing.** The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal

and 1 percent request for bid scoring preference to local vendors.

To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Additional information is available at:

<http://www.cityofmadison.com/business/localPurchasing/index.cfm>

32. **Equal Benefits Requirement.** (Sec. 39.07, MGO)

This provision applies to service contracts of more than \$25,000 executed, extended, or renewed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).

For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance,

life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors (Service Contracts Only). Contractor shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.

APPENDIX B: SAMPLE – CONTRACT FOR PURCHASE OF SERVICES**CONTRACT FOR PURCHASE OF SERVICES**between the City of Madison and Full Contractor Name**1. PARTIES.**

This is a contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and Full Contractor Name hereafter referred to as "Contractor."

The Contractor is a:

- ☐ Corporation
- ☐ Limited Liability Company
- ☐ General Partnership
- ☐ LLP
- ☐ Sole Proprietor
- ☐ Unincorporated Association
- ☐ Other
(to be completed by contractor)

2. PURPOSE.

The purpose of this contract is as set forth in Section 3.

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

(Attach and label documents as necessary.)

4. TERM AND EFFECTIVE DATE.

This contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this contract shall be insert dates or reference attachments as needed.

5. ENTIRE AGREEMENT.

The entire agreement of the parties is contained herein and this contract supersedes any and all oral contracts and negotiations between the parties.

6. ASSIGNABILITY/SUBCONTRACTING.

Contractor shall not assign or subcontract any interest or obligation under this contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

- A. Contractor designates _____ as Contract Agent with primary responsibility for the performance of this contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the contract agent, the City may accept another person as the contract agent or may terminate this agreement under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this contract may only

be made by a written amendment, signed by the duly authorized agent or agents who executed this contract.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total contract price, as set forth in Section 23, unless the contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NON-DISCRIMINATION.**

In the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.

13. **AFFIRMATIVE ACTION.**

A. The following language applies to all contractors employing fifteen (15) or more employees: (MGO 39.02(9)(c).)

The Contractor agrees that, within thirty (30) days after the effective date of this contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The

second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Department if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from Sec. 13. A., at the time the Request for Exemption in 13.B. is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The “ARTICLES OF AGREEMENT” beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$25,000	\$25,000 OR MORE
	Aggregate Annual Business with the City*	Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the City Comptroller

**As determined by the Department of Civil Rights

REQUEST FOR EXEMPTION: (MGO 39.02(9)(a)2.) Contractors who believe they are Exempt from the Articles of Agreement according to the table above, shall submit a Request for Exemption on a form provided by the Department of Civil Rights (“Department”), within thirty (30) days of the effective date of this Contract. The Department makes the final determination as to whether a contractor is exempt from the Articles of Agreement. In the event the Contractor is not exempt, the Articles of Agreement shall apply. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO THE ARTICLES OF AGREEMENT UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.

RELEASE OF PAYMENT: (MGO 39.02(9)(e)1.b.) Within thirty (30) days from the effective date of this contract, and prior to release of payment by the city, all non-exempt contractors are required to have on file with the Department, an Affirmative Action plan meeting the requirements of Article IV below. Additionally, contractors that are exempt from the Articles of Agreement under Table 13-B, must have a Request for Exemption form on-file with the Department, prior to release of payment by the City.

ARTICLES OF AGREEMENTARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including the contract compliance requirements. The Contractor warrants and certifies that, of the following two paragraphs, paragraph A or B is true **(check one)**:

- ☐ A. It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No, 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this contract, it will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this contract, it will complete a model affirmative action plan approved by the Madison Common Council.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section **39.02(9)(f)** of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section **39.02(9)(f)**. The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this contract or Sections 39.03 and **39.02** of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

(Department or Division Head)

FOR THE
CONTRACTOR:

16. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

It is agreed that Contractor is an independent Contractor and not an employee of the City and that any persons who the Contractor utilizes and provides for services under this contract are employees of the Contractor and are not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the City Comptroller, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal

penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this contract.

17. **GOODWILL.**

Any and all goodwill arising out of this contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This contract is intended to be solely between the parties hereto. No part of this contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW AND FORUM SELECTION.**

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this agreement.
- B. The Contractor shall not employ or contract with any person currently employed by the City for any services included under the provisions of this agreement.

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation for services under this contract exceed \$_____.

24. **BASIS FOR PAYMENT.****A. GENERAL**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this contract on the basis and at the contract price set forth in Section 23 of this contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit invoices, on the form or format approved by the City, specified in the Scope of Services, Section 3 of this contract. The City will pay the Contractor in accordance with the schedule set forth in the Scope of Services. The final invoice shall be submitted to the City within three months of completion of services under this agreement.
- (3) Should this agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this agreement, any amount the City determines the Contractor owes the City, whether arising under this agreement or under any other agreement or otherwise.
- (7) Compensation in excess of the total contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Contractor.

B. SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services,

Section 3 of this agreement, including any amendments under Section 9 of this agreement.

- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. DEFAULT/TERMINATION.

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of Contractor under this contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. INDEMNIFICATION.

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27. INSURANCE.

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the contract, or sooner, for approval by the City Risk Manager. The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **LIVING WAGE (Applicable to contracts exceeding \$5,000).**

Unless exempt by MGO 4.20, the Contractor agrees to pay all employees employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

30. **WEAPONS PROHIBITION.** Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

31. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

RFP #8225-0-2012/CF Ambulance Billing and Collection Services

Due Date: 7/26/2012 2:00 PM

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR_____
(Type or Print Name of Contracting Entity)

By: _____

(Signature)

(Print Name and Title of Person Signing)

Date: _____

CITY OF MADISON, WISCONSIN
a municipal corporation

By: _____

Paul R. Soglin, Mayor

Date: _____

Approved:_____
David Schmiedicke, Finance Director

Date: _____

By: _____

Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:_____
Eric T. Veum, Risk Manager

Date: _____

Michael P. May, City Attorney

Date: _____

NOTE: Certain service contracts may be executed by the Purchasing Agent on behalf of the City of Madison:

By: _____

Randy A. Whitehead, Accountant 4
Designee of Finance Director_____
Date

Please note: MGO 4.26(3) and (5) authorize the Comptroller or designee to sign contracts for purchase or services when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the contract is exempt from competitive bidding under 4.26(4)(a)
- (c) The City Attorney has approved the form of the contract.
- (d) The contract complies with other laws, resolutions and ordinances.
- (e) The contract is for a period of 1 year or less, OR not more than 3 years AND the average cost is not more than \$50,000 per year, AND was subject to competitive bidding. (If over \$25,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the contract, the Common Council must authorize the contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

ASSIGNMENT, ASSUMPTION AND COLLECTION SERVICES AGREEMENT

This ASSIGNMENT, ASSUMPTION AND COLLECTION SERVICES AGREEMENT ("Agreement") is entered into this first day of November, 2008, ("Effective Date") by and between the City of Wausau, a municipality duly organized and existing under the laws of the state of Wisconsin, whose notice address is 407 Grant Street, Wausau, Wisconsin 54403 ("Client"), Lifeline Systems, Inc., d/b/a 911 Pro Billing ("Billing Agency") and d/b/a LifeQuest ("Collection Agency"), a corporation duly organized and existing under the laws of the state of Wisconsin, whose notice address is N2930 State Road 22, Wautoma, Wisconsin 54982 (Client, Billing Agency, and Collection Agency are generically referred to herein as "Party" and/or "Parties").

Article 1

Recitals

1.1. Service Provider Operations. Client is a municipality who offers ambulance services within the geographic area of Wausau, Wisconsin and holds rights and interests in the account receivables for such services that it desires Billing Agency and Collection Agency to collect ("Customer Accounts").

1.2. Agency Operations. Billing Agency and Collection Agency are engaged in the business of providing a billing, collection and data management system and Client wishes to utilize the services of Billing Agency and Collection Agency to manage and collect the Customer Accounts.

1.3. Consideration. In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree to the terms of this Agreement.

1.4. Definitions. Any words with initial capital letters, that are not proper names, are as defined in this Agreement and designated with quotation marks.

Article 2

Services

Billing Agency and Collection Agency shall supply the billing, collection and data management services for Customer Accounts to the Client as further detailed in this article ("Services").

2.1. Facility Management. Billing Agency and/or Collection Agency shall supply reports and handle collection and billing through its employees as further detailed in Exhibits A-1, A-2, A-3, A-4, and A-5 attached hereto and incorporated by reference.

2.2. Insurance Processing. Billing Agency shall process insurance claims generated by the appropriate carriers of patients, who have provided the necessary information for insurance filings, including, but not limited to the following, Medicare, Medicaid, WPS, and Blue Cross Blue Shield United Healthcare.

2.3. Inquiries. Billing Agency and/or Collection Agency shall handle and respond to inquiries concerning the Customer Accounts by patients, insurance companies and Client. Client shall be responsible for all attorney requests for patient records. Client shall assist Billing Agency and/or

3.4. Checking Account. Client shall establish Checking Account for the sole purpose of collecting any Fees paid in accordance with Section 5.1 and hereby grants Billing Agency and/or Collection Agency the authority to manage and oversee all business activities related to Checking Account.

Article 4 **Term**

4.1. Initial Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of eighty-four months ("Initial Term").

4.2. Renewal. Upon the expiration of the Initial Term and unless otherwise Terminated, this Agreement shall be automatically extended and consecutively renewed for eighty-four month terms (each shall be generically referred to herein as "Subsequent Term(s)") (the Initial Term and Subsequent Term(s) shall be jointly referred to as "Term").

4.3. Termination. This Agreement shall terminate as provided in this Section 4.3 ("Termination"). The date of termination is defined within each Subsection 4.3.1-4.3.4 ("Termination Date").

4.3.1. Written Notice. Any Party shall terminate this Agreement at the end of a Term by giving notice to the other Parties at least one hundred and eighty (180) days prior to the end of such Term. The Termination Date shall be the last day of such Term.

4.3.2. Discontinuance of Business. This Agreement shall terminate in the event the Billing Agency and Collection Agency discontinue the operation of its business. The Termination Date shall be the last day of the month in which Billing Agency and Collection Agency ceases operations.

4.3.3. Breach of Contract. This Agreement shall terminate in the event the Client or Billing Agency and/or Collection Agency breaches any material term of this Agreement ("Material Breach"). The Termination Date shall be the date of breach and does not require advance notice by Agency or Client.

4.3.4. Failure of Performance. Except in the event of a Material Breach, the failure by either Party to perform any of their obligations hereunder shall not be deemed a breach of this Agreement unless the nonbreaching Party gives the breaching Party written Notice of such failure to perform and such failure is not corrected within thirty (30) days from and after receipt of such Notice ("Termination Date").

4.4. Effect of Termination. The Parties agree that upon Termination of this Agreement for any reason, Billing Agency and/or Collection Agency shall be entitled to receive any accrued but unpaid Fees through the Termination Date and the rights and obligations this article and Articles 6, 7 and 8 pertaining to confidentiality shall survive Termination and continue in full force and effect.

4.5. Additional Services. Client agrees to pay Billing Agency and/or Collection Agency at a rate of Seventy-five and no/100 Dollars (\$75.00) per hour in Payment Terms for any Services rendered after the Termination Date. However, Client must, in writing, agree to any additional services in order for Billing Agency and/or Collection Agency to be compensated under this provision.

Article 5

Collection Fees

Client shall pay the Billing Agency and Collection Agency in accordance with the provisions in this article.

5.1. Fees. Billing Agency and Collection Agency shall be entitled to the compensation as detailed in this section ("Fees").

5.1.1. Initial Fee. Client shall pay a non-refundable, one time setup fee of Seven Hundred Fifty Dollars (\$750.00) to the Billing Agency upon execution of this Agreement.

5.1.2. Phase One. 6.8 % of the Customer Accounts collected in phase one to the Billing Agency as further detailed in Exhibit A-1 attached hereto ("Phase One").

5.1.3. Phase Two. 24 % of the Customer Accounts collected in phase two to the Collection Agency as further detailed in Exhibit A-2 attached hereto.

5.1.4. Phase Three. 33 % of the Customer Accounts collected in phase three to the Collection Agency as further detailed in Exhibit A-3 attached hereto and incorporated by reference. Client is responsible for all attorney's fees and collection costs for filing a conciliation court action. Agency shall assist the Client in the process of preparing for the hearing, however, Agency is prohibited from engaging in the practice of law in any manner relating to such action and shall not represent Client according to Wisconsin Statute § 757.30.

5.1.5. Reasonable Costs. The Client shall compensate the Billing Agency and/or Collection Agency for all reasonably incurred costs by the Billing Agency and/or Collection Agency, including, but not limited to, the costs incurred by Billing and/or Collection Agency in obtaining medical records from hospitals, to determine whether the services of the Client were medically necessary.

5.2. Payment of Fees. Client, Billing Agency, and Collection Agency agree to manage the payment of Fees in accordance with the provisions of this section.

5.2.1. Payments. Billing Agency and Collection Agency shall provide monthly payments from the Checking Account to the Client and shall deduct the monthly Fees to be paid to the Agency on behalf of the Client.

5.2.2. Account Maintenance. Client shall pay Billing Agency and Collection Agency Fees within fifteen (15) days of receipt of month end reporting provided by Agency ("Due Date"). Any Fees not paid by the Due Date shall be subject to a late charge of twelve percent (12%) per annum or the highest rate allowed by applicable law. Client acknowledges that its failure to pay Fees to the Billing Agency and Collection Agency by the Due Date constitutes a breach of this Agreement. Client grants Billing Agency and Collection Agency a lien on Checking Account until Fee is received by Billing Agency and Collection Agency. In addition, Client shall be responsible for all costs of collection, including reasonable attorney's fees incurred in enforcing this section ("Payment Terms").

5.2.3. LEADERS Service Bridge – Field Data Collection. Client shall have unlimited use of the LEADERS Service Bridge and will be provided with three ImageTrend Field Bridges at no charge. Annual support fees for LEADERS and the ImageTrend Field Bridges will be paid by Billing Agency for the term of this agreement.

Article 6

Confidential Information

The Client hereby acknowledges that it shall have access to Billing Agency's and/or Collection Agency's Confidential Information. Client acknowledges that Billing Agency's and Collection Agency's obligations under this Agreement are expressly contingent on Client's compliance with this article. Client expressly recognizes that: (i) the efficacy and profitability of the Billing Agency's and Collection Agency's business is dependent in part upon Client's protection of Billing Agency's and Collection Agency's Confidential Information; (ii) Client may already possess Confidential Information which Billing Agency and/or Collection Agency desires to protect and (iii) in receiving Services, Client may be provided access to and/or gain knowledge of Billing Agency's and/or Collection Agency's Confidential Information as defined herein.

6.1 Nondisclosure. To ensure the continued confidentiality of the Confidential Information, Client shall not, during the Term of this Agreement or for a period of twenty-four (24) months after Termination of this Agreement, disclose to or use, for any other person or entity, directly or indirectly, any of Billing Agency's and Collection Agency's Confidential Information, except as such disclosure or use is expressly authorized by Billing Agency and/or Collection Agency in writing, as permitted by law or is reasonably required in connection with performance of this Agreement.

6.2 Property. All Confidential Information and all Billing Agency's and Collection Agency's files, reports, materials, records, documents, notes, memoranda and other items and any originals or copies thereof, which Client either is provided, prepares, uses or simply acquires during the Term of this Agreement ("Property") are, and shall remain, the sole and exclusive property of the Billing Agency and Collection Agency and shall not be removed from Billing Agency's, Collection Agency's and Client's premises without the prior written consent of Billing Agency and/or Collection Agency.

6.3 Confidential Information. As used herein, the term "Confidential Information" means any and all information relating directly or indirectly to Billing Agency and/or Collection Agency that is not generally ascertainable from public or published information or trade sources including, without limitation, all information concerning copyrighted materials, patented materials, contracts, forms, research, product information, services and pricing of services, customer data and any information protected by any state or federal privacy laws or regulations, which is or was disclosed to Client, or known by Client as a consequence of or through Client's relationship with Billing Agency and/or Collection Agency.

6.4 Remedies. In the event of a breach of any covenant in this article, it is understood and agreed that Billing Agency and/or Collection Agency shall be entitled to injunctive relief, as well as all applicable remedies at law or in equity, available to Billing Agency and/or Collection Agency against the Client and any such breach shall be a Material Breach.

6.5 Return of Confidential Information. Client agrees, immediately upon the Termination of this Agreement, to make a diligent search for any and all Property and return to Billing Agency and/or Collection Agency prior to, or upon, the Termination of this Agreement.

6.6 Reasonableness. Client agrees that this covenant is reasonable with respect to its duration and scope. If, at the time of enforcement of this article, a court holds that the restrictions stated herein are unreasonable under the circumstances then existing, the Client, Billing Agency, and Collection Agency agree that the maximum period or scope legally permissible under such circumstances shall be substituted for the period or scope state herein.

6.7 Applicable Law. The Parties shall comply with all laws applicable to this article, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and as further detailed in Exhibit B-2 attached hereto. The Parties hereby agree to incorporate and execute Exhibit B-2 on the Effective Date as part of this Agreement.

6.8 Indemnification Regarding Open Records. Billing Agency and Collection Agency understand that the Client must comply with public records laws, and that the Billing Agency and Collection Agency may from time to time be in possession of public records subject to disclosure, records which the Client is designated custodian of. Billing Agency and Collection Agency agree to provide Client with any public records that do not fall under the protection of the Health Insurance Portability and Accountability ACT that the Billing Agency and Collection Agency has in its possession within seven (7) days after the Client requests the same in writing.

Article 7 **Indemnification**

Client shall indemnify and hold Billing Agency and Collection Agency and assigns harmless from and against any actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation and attorneys' fees incurred or suffered as a result of this Agreement, including, but not limited to, those actions arising out of the failure of the Client to fully, completely, accurately and adequately report, for purposes of the Billing Agency's and/or Collection Agency's reporting, to Medicare/Medicaid or any other applicable claim submission, an incident for which recovery is sought. It is understood and agreed that this acknowledgment is given as a full release of liability to the Billing Agency and Collection Agency.

Article 8 **Miscellaneous Provisions**

8.1. Exclusivity. Client hereby acknowledges the Billing Agency and Collection Agency is the exclusive provider of Services to the Client.

8.2. Severability. It is the desire and intent of the Parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and policies applied in each jurisdiction in which enforcement is sought. If any provision of this Agreement is held to be contrary to law, that provision shall be deemed severed from the balance of this Agreement and the balance of this Agreement shall remain in force between the Parties to the fullest extent permitted by law; provided further, to the extent any provision of this Agreement is deemed unenforceable by virtue of its scope, but may be made enforceable by limitation thereof, the Parties agree that a court of competent jurisdiction shall have the right to modify any offending provision to make it enforceable to the fullest extent permissible under the laws and public policies.

8.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving any effect to any choice or conflict provision of law that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

8.4. Governing Venue. The venue of any dispute arising out of this Agreement shall be Waushara County Circuit Court, unless applicable state or federal law dictates otherwise.

8.5. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if given: (a) in writing and personally delivered; (b) sent by certified mail, postage prepaid, to the address set forth in the introductory paragraph or other notice address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered on the day of personal or courier delivery; (c) via electronic mail to an electronic mail address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's confirmation of receiving Party's receipt of electronic notice or (d) via electronic facsimile transmission to the name, address and facsimile number of the receiving Party as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's receipt of confirmation ("Notice").

8.6. Waiver. The waiver of one Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach.

8.7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective heirs, representatives, successors and assigns, but shall not be assignable by Client.

8.8. Entire Agreement. This Agreement and the exhibits attached hereto shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the Parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the Parties hereto. No modifications shall be binding unless stated in writing and signed by all Parties hereto.

8.9. Counterparts. This Agreement may be signed in one or more counterparts but all of which taken together shall constitute one instrument.

8.10. Headings. Article and section headings are not to be considered part of this Agreement, are included solely for convenience and are not intended to be full or accurate descriptions of the content thereof.

8.11. Attorney Fees. In any proceeding to enforce the terms of this Agreement, each Party shall be responsible for their own attorney's fees, unless otherwise stated in this Agreement, or if an action brought forth is deemed frivolous by a court of law, in which case the Party bringing the frivolous action shall be responsible for any attorney's fees incurred.

8.12. Construction. The Parties and their respective counsel have had the opportunity to review and revise this Agreement. The Parties acknowledge that the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

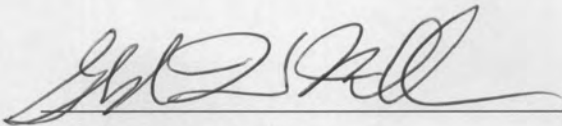
8.13. Incorporation of Recitals and Introductory Statements. The Parties hereto acknowledge that the above-stated recitals and all introductory statements are true and correct and are hereby incorporated by reference. The Parties hereto entered into this Agreement in reliance upon the recitals and introductory statements set forth above together with the remaining covenants, terms and conditions of this Agreement.

8.14. Facsimile Signatures. Facsimile signatures shall be considered original signatures for the purpose of enforcing this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have entered into this Agreement on the day and year first above written.

Billing Agency:

Lifeline Systems, Inc., d/b/a 911 Pro Billing
a Wisconsin corporation

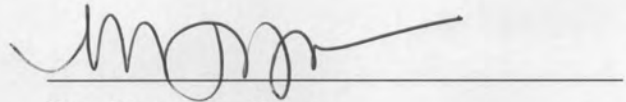


By: Gerald W. Miller

Its: CEO

Client:

City of Wausau,
a Wisconsin municipality

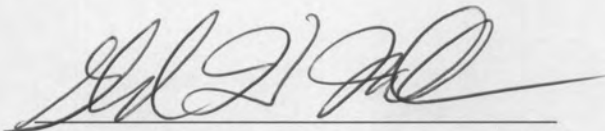


By: Maryanne Groat

Its: Finance Director

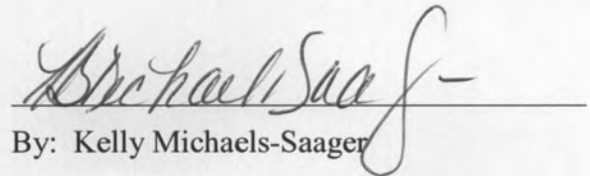
Collection Agency:

Lifeline Systems, Inc., d/b/a LifeQuest
a Wisconsin corporation



By: Gerald W. Miller

Its: President/CEO



By: Kelly Michaels-Saager

Its: City Clerk

EXHIBIT A-1**BILLING PROCEDURE PHASE I****RECEIPT OF COMPLETE ACCURATE BILLING DATA****Pre-Invoice Verification (PIV)**

- Pre-Invoice Verification is a process used by 911 Pro Billing to ensure that all data submitted for reimbursement is accurate. 911 Pro Billing will take the information provided by the ambulance service and verify any information that 911 Pro Billing feels may not be accurate. This process allows 911 Pro Billing to submit accurate data to insurance companies and private individuals for reimbursement of their ambulance bill. By utilizing pre-invoice verification, we can ensure a faster turn-around in your billable revenues and also ensure the patient of less hassle in the payment of their bill. This procedure avoids the resubmission of claims due to errors in the data provided to insurance companies for reimbursement. In most cases this process also allows the patient a certain comfort level in knowing that the ambulance provider is making every effort possible to obtain maximum reimbursement for the ambulance services provided.

Initial Billing

- Patient receives initial billing for services that were provided. In addition, patient's primary insurance company is billed. With patients who are participating in a Medicaid Program, Medicaid will be billed directly. If a Medicaid patient has primary commercial insurance coverage, that company will be billed first and Medicaid will act as a secondary carrier. Medicaid and Medicaid HMO patients will not receive a bill per state law, unless appropriate waivers are obtained and signed by the patient or other authorized person.
- The patient will typically be billed within seven days upon receipt of all necessary billing documentation and information.
- For the convenience of the patient transported by your service, they will receive with their bill a return envelope for sending payment directly to our billing service.

Second Billing

- The patient will receive a second bill normally within thirty (30) days after the first bill was sent. 911 Pro Billing utilizes a scheduling procedure that places bills, depending on their payor type, into specific cycles, which will ensure the submission of regularly scheduled billings. Once the patient's primary insurance has paid, any secondary insurances will be submitted for consideration of any unpaid balances.

Third Billing

- Normally at this point Medicare, Medicaid, and private insurance companies will have paid the maximum amounts that the patient would be eligible for.
- This invoice is sent normally within sixty (60) days after the initial billing has been forwarded. In addition to the invoice and return envelope received by the patient, a note is also applied to the patient's bill that reminds the patient of their responsibilities for payment of this ambulance service.

Fourth Billing

- This bill is sent normally within ninety (90) days after the initial billing. The largest percentage of claims have been paid at this point; however, in addition to the invoice and return envelope, the patient receives a stronger note than the previous month's billing that re-emphasizes the importance of paying his bill in a timely manner.

****Note:** Any resubmissions that would be necessary due to lack of information or incorrect information would be resubmitted upon receiving notification of such.

At the end of Phase I, all delinquent billings will be reflected in the collections reporting system. This will ensure an accurate reporting of delinquent verses non-delinquent accounts in the month end reporting you receive from 911 Pro Billing.

EXHIBIT A-2**BILLING PROCEDURE PHASE II****DELINQUENT ACCOUNTS**

In accordance with the Fair Debt Collection Practices Act, the patient will receive a validation of debt notice on their delinquent account. There are multiple contacts that are attempted by telephone in addition to written correspondence to patients with delinquent accounts. This process is extremely well documented and will later provide critical information during advanced collection processes, if that becomes necessary. Statistics show that changing the appearance of who is collecting on the account takes the process to a different level for the debtor. In addition to the contact information provided, LifeQuest also uses written correspondence to maintain patient's accounts that are making payments or may have missed a payment. When establishing a monthly payment plan, an attempt is made to follow federal poverty guidelines for the specific amount that a particular patient might be able to afford. Most generally, we try to maintain a minimum monthly payment of \$30.00, unless otherwise specified by the Service Provider on behalf of the Client.

Also during this phase, LifeQuest continues to trace and skip-trace patients that we have been unable to locate as well as resolve any insurance problems that might still exist for patients. In addition to this, LifeQuest secures letters of protection from attorneys in auto accident situations that may involve lengthy litigation.

During this phase, Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest will continue to represent itself as the ambulance service's billing office. For Wisconsin services, LifeQuest will provide notice to patients with delinquent accounts that meet the criteria for the Wisconsin Tax Intercept Program (TRIP). The intercept process will then be initiated to garnish their state income tax refund to pay their account. We have found the process of notifying the debtor of this program, as well as the actual tax intercept program itself, to be very successful in delinquent account collection.

This procedure/phase has been extremely effective in reducing the number of claims that will be submitted to later collection procedures. We actively pursue routes that would insure payment of services in a regular and timely fashion. This phase, normally not seen in the standard billing service, saves the Service Provider a great deal of money, in that, the percentage charged is significantly less than the 33% to 50% usually charged by collection agencies. We at LifeQuest feel this additional step provides you with cost effective collection procedures as well as keeping patients from the consequences of further collection activity.

At the end of Phase II, your aged receivables are adjusted and forwarded to Phase III for reporting purposes. This will ensure an accurate reporting of accounts in the month end reports you receive from LifeQuest.

EXHIBIT A-3**BILLING PROCEDURE PHASE III****COLLECTION PROCEDURES**

At this point in the collection process, the account is approximately 150 - 180 days old. We will still use a soft collections technique but we will approach the patient as Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest a licensed collection agency rather than the ambulance service billing office. We find that by utilizing this process we can maintain your desire to not use hard collections and yet take the issue of the delinquent account to a different level.

We will also tag the patient's credit report with a bad debt notice. We have the ability to tag a person's credit report with a bad debt notice because we are licensed by the State of Wisconsin Department of Financial Institutions. We have found this to be not only productive but also more cost-effective than small claims action. We do not simply write off the bill and tag the patient's credit report but rather we continue multiple contact attempts with the patient. This reminds the patient of the bad debt they are responsible for and that they can rectify the situation by paying the bill in full. We find that continued contact yields positive results. In many cases as time passes, the patient's financial situation often changes. We also find that the majority of people truly do want to pay their bill if they are able.

In **Phase III** of the LifeQuest billing process, delinquent accounts that are not collected in the first two phases are sent a request for payment letter. We have found this process to be efficient and economical. Rather than getting a standard collection letter from an agency that is easily recognizable, LifeQuest forwards a letter from our collections specialist. It affords the patient thirty (30) days to contact the billing office to either make payment in full or establish a payment plan. LifeQuest will also attempt other direct contacts with the patient. Upon approval of Service Provider on behalf of the Client, LifeQuest will assemble information needed by the Service Provider for the Service Provider to start legal proceedings against patients whose accounts are still delinquent. Our experience, however, has shown that there are only certain situations when it is cost effective to proceed with small claims action. A procedure that we have found useful is tagging the patient's credit report then proceeding with quarterly follow up letters. This has been more effective than spending additional funds on small claims action and obtaining a judgment. We have the ability to tag the credit file, which is used by the patient to establish additional lines of credit. Once we tag the credit report, we send a notice to the patient reminding him/her that this bad credit notice is still pending on his/her credit report. LifeQuest is a member of a major national credit reporting system, and thereby has the ability to have online access to the credit reporting system. In addition to the reporting capabilities through the credit reporting agency, we also have the capability of providing trace and skip tracing for you when patients have moved and left no forwarding address.

The costs for our services, in many cases, are less than the customary collection agency in that there are no per letter charges, rather, a percentage of net collectables. The only additional cost to the ambulance service is attorney fees or up front court costs in providing small claims action. The payment for these costs can be made several different ways - from deducting them from revenues collected, to submission of a bill, to the service for those costs. In any case these costs are yours if a judgment is rendered and payment is made by a patient, the court costs are returned

to you in full without a percentage deduction for LifeQuest Services. Only the amount collected on the patient's bill is subject to the percentage charges. The only additional costs not provided by LifeQuest are attorney's fees or up front Court costs for bringing forth legal actions against delinquent patients. The determination as to whether to bring suit against said patient who is delinquent, is solely up to the Service Provider.

EXHIBIT A-4**BILLING PROCEDURE WRITE OFF****WRITE-OFF POLICY**

Occasionally, patients transported by our Client may be those that "fall through the cracks." It is for this purpose that a write off policy has been established: "To **not** put undue hardship on these patients."

LifeQuest has developed a Hardship Discount Program that facilitates the identification of those who are financially challenged and yet are not eligible for Medicaid or other health insurance programs. This has been a very successful program in making adjustments to those who are truly in need of financial assistance, while also being able to screen those who are not in need of adjustments to their accounts. The Agent will give recommendation as to whether or not a particular patient meets the criteria of the Hardship Discount Program, but ultimately the Client will decide in the event said Hardship Discount Program should be offered to said delinquent patient.

As with all of LifeQuest's policies and procedures, our objective is to collect funds for services rendered in as efficient and cost effective manner as possible and yet, not place undue hardship on the patients that are served by your company.

EXHIBIT A-5**ADDITIONAL SERVICES**

Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest will provide the following additional services under the terms of this contract for services.

1. Documentation and Medical Necessity Training
2. Standard Annual Rate Review
3. Basic Form Development
4. Filing of Probate Claims
5. Basic Billing Review
6. Standard Reporting Package to include:
 - a) Monthly Income and Expenditure All Phases Report
 - b) Monthly Income and Expenditure Phase 1 Report
 - c) Monthly Income and Expenditure Phase 2 Report
 - d) Monthly Income and Expenditure Phase 3 Report
 - e) Monthly Placed Collections Phase 2 Report
 - f) Monthly Credit Report Phase 2
 - g) Monthly Placed Collections Phase 3 Report
 - h) Monthly Credit Report Phase 3

Additional enhanced service options are negotiable.

EXHIBIT B-1**BILLING PROCEDURES**

1. EVERY PATIENT must have the Insurance/Medicare Authorization form, signed at the hospital by the patient or patient's representative.
2. EVERY Medicare or Medicaid patient that is transported from hospital to hospital and hospital to nursing home/residence must have a Physicians Certification Statement for transport completed by a doctor BEFORE the transport unless there is an acute emergency.
3. 911 Pro Billing does not bill for WAITING TIME for Medicare patients. Rather, the patient is billed for two separate runs.
4. On Run Forms:
 - A. All documents must be written legibly.
 - B. The patient's name, address, phone number and Social Security number need to be documented on the proper form.
 - C. Record location of patient pick-up and transport destination.
 - D. Record all appropriate dispatch information. (Nature of Call)
 - E. Record all patient past history related to this emergency/non-emergency.
 - F. Record all patient complaints related to this emergency/non-emergency.
 - G. Complete a detail narrative indicating the medical necessity for transport.
 - H. Record patient's date of birth.
 - I. Record admitting/receiving doctors name (first & last).
 - J. Obtain a copy of the hospital top/face sheet from the Emergency Department admit.
 - K. Obtain all available insurance information, including complete hospital admit form - copies of insurance cards are very helpful.
 - L. Record the responsible party for all patients.

- M. Record all times accurately.
- N. Record odometer readings for loaded mileage.
- O. Record crew names, crew license levels and any specialty areas of expertise that are relevant to the patient care being provided.
- P. Have all crewmembers review the form for accuracy and completeness before leaving receiving facility.
- Q. Complete disposables billing, procedure and crew record form.
- R. Service Provider shall keep copies of all information provided to the Agent.
- S. Record reasons why transport by other means was contraindicated.
- T. Record reasons why the level of service was required, i.e. ALS assessment.
- U. Record patient condition at the time of transport including chief complaint.
- V. Record zip code at point of pickup.
- W. Obtain necessary Medicare and Medicaid waivers where appropriate, signed by patient or other appropriate person. *PCS and/or ABN

EXHIBIT B-2

**City of Wausau
Business Associate Agreement
Between the City of Wausau and
Lifeline Systems, Inc.,
d/b/a 911 Pro Billing and d/b/a LifeQuest**

This Agreement between the City of Wausau and Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest is executed for the purpose of ensuring that Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest carries out its obligations to the City of Wausau in compliance with the privacy and security regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA").

This Agreement encompasses Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest assurance to protect the confidentiality, integrity, and security of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided to the City of Wausau, including any such information stored and transmitted electronically, referred to as electronic protected health information ("e-PHI").

Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest agrees that it will:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law;
2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
3. To mitigate, to the extent practicable, any harmful effect that is known to Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest of a use or disclosure of PHI by the Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest in violation of this Agreement.
4. Report to the City of Wausau of PHI not provided for by this Agreement of which Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest becomes aware;
5. Ensure that any agents or subcontractors to whom Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest with respect to such PHI;
6. Make PHI available to the City of Wausau and to the individual who has a right of access as required under HIPAA within 30 days of the request by the City of Wausau to the individual;
7. Incorporate any amendments to PHI when notified to do so by the City of Wausau;

8. Provide an accounting of all uses or disclosures of PHI made by Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest as required under the HIPAA privacy rule within 60 days;
9. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest and the City of Wausau's compliance with HIPAA;
10. At the termination of this Agreement, return or destroy all PHI received from, or created or received by Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest on behalf of the City of Wausau, and if return is infeasible, the protections of this agreement will extend to such PHI.

The specific uses and disclosures of PHI that may be made by Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest on behalf of the City of Wausau include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the City of Wausau to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by the City of Wausau to its patients or to appeal denials of payment for same.
4. Uses required for the proper management of the Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest as a business associate.
5. Other uses or disclosures of PHI as permitted by HIPAA Privacy Rule.

Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest agrees to assume the following obligations regarding electronic Protected Health Information (e-PHI):

1. Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of the City of Wausau.
2. Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest will ensure that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained or transmitted on behalf of the City of Wausau agrees to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of e-PHI.

3. Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest agrees to alert the City of Wausau of any security incident (as defined by the HIPAA Security Rule) which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to the City of Wausau of any loss of data or other information system compromise as a result of the incident.

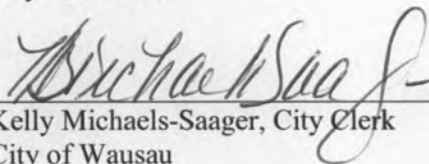
Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by the City of Wausau, in its sole discretion, if the City of Wausau determines that Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest has violated a term or provision of this Agreement pertaining to the City of Wausau obligations under the HIPAA privacy or security rules, or if Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest engages in conduct which would, if committed by the City of Wausau, would result in a violation of the HIPAA privacy or security rules by the City of Wausau.

IN WITNESS WHEREOF, the City of Wausau, a party to this agreement has caused it to be executed in the City of Wausau County of Marathon, State of Wisconsin on this date indicated below.

Dated this 2 day of October, 2008



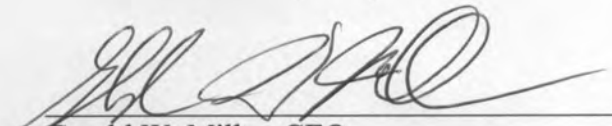
Maryanne Groat, Finance Director
City of Wausau



Kelly Michaels-Saager, City Clerk
City of Wausau

IN WITNESS WHEREOF, Lifeline Systems, Inc., d/b/a 911 Pro Billing and d/b/a LifeQuest a party to this agreement has caused it to be executed in the Town of Wautoma, County of Waushara, State of Wisconsin on this date indicated below.

Dated this 25th day of September, 2008



Gerald W. Miller, CEO
Lifeline Systems, Inc., d/b/a 911 Pro Billing and
d/b/a LifeQuest

**CITY OF WAUSAU
REQUEST FOR PROPOSAL
EMS BILLING AND COLLECTION SERVICES AND
ELECTRONIC PATIENT CARE REPORTING SYSTEM**

The City of Wausau is requesting proposals from qualified providers for comprehensive EMS billing and collection services and related hardware devices and data collection software solutions to perform patient tracking and mobile electronic patient care reporting functions for the City of Wausau Fire Department.

The City of Wausau recognizes that efficiencies and benefits will be derived for the City and the proposer if both the EMS billing and collection services and the patient care system are provided by a single contract and as such all proposals must include both components of the RFP.

Proposals should provide the city with the greatest amount of patient care data tracking and financial reporting flexibility as possible. Proposers are invited to propose specific tasks and activities to improve billing, patient tracking and collections.

The City's current contract expires December 31, 2015 and as such is interested in expedited implementation with a "go live" on or near January 1, 2016.

The expected time schedule is as follows:

Distribution of the RFP.....	October 30, 2015
Pre-Proposal Telephone Conference.....	November 10, 2015 at 2PM CST
Proposal Due Date	November 18, 2015 at 3PM CST
Oral Presentations and Demonstrations with Finalists.....	December 3 rd and 4 th , 2015
Finance and Council Approval	December 8, 2015
Implementation Activities Begin	December 9, 2015

The proposal must be submitted by 3PM CST, on Thursday November 18th, 2015. Six copies of the proposal should be submitted in a sealed envelope clearly labeled "*Sealed Proposals for EMS Billing and Collection Services and Electronic Patient Care Reporting System*" with the service provider's name and address on the outside of the sealed envelope. Sealed proposals should be delivered or sent to the City Clerk, City of Wausau, 407 Grant Street, Wausau WI 54403. All proposals shall be valid for at least 90 days from the date of the bid opening. The signed contract must be returned within 30 days of the notice of award of contract.

Questions regarding the RFP may be directed to: Maryanne Groat, Finance Director 715-261-6645 or mgroat@ci.wausau.wi.us.

A pre-proposal phone conference call will be held on November 10th at 2:00PM CST. This is not considered a mandatory meeting. The dial in number for this call is 712-770-4010 , access code 701-634#

The City of Wausau reserves the right to reject any or all proposals or to waive any technicality and accept any proposal that is deemed in the best interest of the city. The city reserves the right to select, and subsequently award the proposed service to the provider which best meets the city's needs, quality levels and budget restraints.

Costs incurred in preparing the proposal are the sole burden of the preparer.

CONTRACT TERM:

The contract award shall be for a base contract period of five (5) years

ELIGIBILITY:

To be eligible to respond to this RFP the proposing service provider shall demonstrate the following:

- Authorized to bill for EMS services in the State of Wisconsin
- Have five years of documented successful experience and current knowledge of the primary response EMS/ambulance services billing.
- Experience and knowledge regarding the Medicare and Medicaid regulations and automated for electronic claims filing for Medicare, Medicaid and third party insurance.
- Possess all of the necessary licenses.
- Maintain insurance as required by this proposal.
- Fair Debt Collection Practices Act Compliant
- HIPAA Compliant

TERMS AND CONDITIONS:

The service provider shall also be required to agree with the terms and conditions provided on Exhibit 1.

BACKGROUND:

The City of Wausau provides EMS services to residents and visitors to the City of Wausau and maintains ambulance contracts for services with six small neighboring towns. The City of Wausau's population is 39,106 and the total population of the service area is 47,089. The department has three stations with a 60 member crew of full time firefighting, fire inspection, hazardous materials response and ambulance crew. The department has a fleet of three front line ambulances and 2 back up ambulances. The City's current dispatch system is Tiburon software. Dispatch services are provided by Marathon County. Other 2014 statistics include:

- 4,491 requests for EMS service and 3,680 of transports.
- 81.01% ALS
- Payor mix: 49.03% Medicare, 19.05% Medicaid, 12.44% Commercial Insurance, 19.48% Private Pay
- Gross Charges \$3,278,739
- Gross Revenue \$1,462,384

The 2015 fee schedule is as follows:

BLS Resident	\$575.00
BLS - Non Resident	\$750.00
ALS1 - Resident	\$650.00
ALS1 - Nonresident	\$850.00
ALS2 - Resident	\$725.00
ALS2 - Nonresident	\$950.00
Mileage - Resident	\$13.50
Mileage - Nonresident	\$15.00
Oxygen	\$65.00
Spinal Immobilization	\$150.00
BLS - On Scene Care	\$225.00
ALS - On Scene Care	\$625.00
ALS On Scene Care - Nonresident	\$825.00
Specialty Care Transport Fee - Resident	\$900.00
Specialty Care Transport Fee - Nonresident	\$1,050.00

The City currently uses 911 Pro Billing as their service provider. 911 Pro Billing provides the City with unlimited access to LEADERS Service Bridge (LifeQuest Emergency Ambulance Data Electronic Reporting System) which is an Image Trend product. The city utilizes 911 ProBilling and related affiliates for the

collection services including management of delinquent accounts and the management of the State of Wisconsin Tax Intercept Program. Currently, delinquent collection service generally begins after 120 days. This delinquent account management may be included within the proposal but is not deemed to be a mandatory service.

EMS BILLING AND COLLECTION SERVICES:

The scope of services requested by the City in connection with this RFP is to provide emergency medical services (EMS) billing, account collections, patient phone support, financial reporting and analytical services. This includes complete management of the billing process from patient transport to preparation of delinquent accounts for collections by the City, or by another third party collection agency if this service is not part of the contract.

The service provider shall provide all necessary software and equipment needed to meet the service requirements of this RFP. The vendor shall remain the owner of the software and equipment. The service provider shall also provide a system that will ensure secure as well as complete and uninterrupted flow of service. This includes daily back-up systems, off site storage and a data recovery plan/system should a business continuity issue or a disaster occurs. The service provider shall have a security officer and maintain a system security plan that details all methods used to safeguard and protect confidential information. The service provider shall follow best practices including but not limited to: IPS/IDS and annual security assessments. The service provider shall notify the City of all security breaches within 48 hours. The service provider must also agree to retain records according to the City's record retention plan provided on Exhibit 2.

The City is open to new ideas for enhancing revenue collection and reducing costs. Proposals for value-added services should be addressed in your response.

At the beginning of the term of service, the service provider will be expected to meet with City staff on a monthly basis to review billing issues, receivables performance and any other issues that have been encountered. Upon agreement of both parties, these meetings may become less frequent, but will be held at a minimum of once per year. Meetings may be via conference call.

The service provider shall maintain a financial system that maintains strong internal control procedures. The accounting policies and internal control procedures will be updated and reviewed with the City on an annual basis. The City or its auditors may review the procedures at the service providers work facilities and perform testing to ensure procedures are adequate and working as designed.

The service provider shall implement collection processes, maintain standards of conduct, policies and procedures for each patient account in accordance with applicable federal, state and local laws, regulations and polices including but not limited to HIPAA, the Red Flag Rules or other identity theft prevention regulations, the Fair Debt Collection Practices Act, the Fair Credit Reporting Act and Medicare, Medicaid and other reimbursement regulations. The service provider shall designate a compliance officer within its agency to ensure there is proper training and monitoring of compliance.

The service provider shall assign to the City's contract certified ambulance coders/billers as recognized by the National Academy of Ambulance Coding and a dedicated account manager.

The service provider will meet the following minimum customer service levels:

- Maintain a Customer Service Call Center between the hours of 7:30AM and 5PM Central Standard Time (CST) Monday through Friday, excluding holidays.
 - Maintain a toll free number for billing inquiries.
 - Average Wait time must be held to a time not to exceed 2 minutes and voice mail messages must be returned within 24 hours.
 - Service provider will respond to patient and third party questions in a respectful, prompt and professional basis.

- Inform the City staff of any conflicts with patients/responsible parties and with any complaints received.
- Service provider's system must be available and operational 99.50% of the City's business hours per month.
- The billing and collection system and service shall:
 - Invoice in accordance to the rates established annually by the City.
 - Allow for rate changes twice per year without any additional contract fees.
 - Accept billing information electronically and seamlessly interface with the service provider's electronic patient care reporting system.
 - Perform monthly self-audits for billing compliance with Medicaid, Medicare and other applicable regulations.
 - Utilize certified coders to properly code EMS services provided to the patient, determine medical necessity of a transport and code account accurately, determine if all signature protocols have been met prior to billing, review transport documentation in order to apply the appropriate codes of patients condition, verify that only those transports with a completed patient care report are billed.
 - Utilize current diagnostic coding to ensure compliance with federal and state regulations.
 - Identify and follow up with City ambulance staff for unbilled electronic patient care records within five days.
 - Promptly identify missing claim information and obtain through the Wausau ambulance staff, hospital facilities or skip tracing products or any other 3rd party solution the information necessary to bill for the transport.
 - Service provider must process patient invoices for co-pays and deductibles, private pay and uninsured patients within 7 business days.
 - Upon receipt of the patient claim information electronically submit accurate and complete Medicare, Medicaid and insurance claims in accordance with all applicable laws and regulations within 3 business days.
 - Properly bill secondary and tertiary insurance claims.
 - Verify reimbursement rates and resolve claim disputes/denials and perform follow up services with 3rd party payors within 48 hours of the receipt of the dispute or denial.
 - Continually monitor claims and contact insurance companies and other providers regarding the status of open claims.
 - Provide monthly patient statements and other notices so patients are informed of outstanding balances and make reasonable efforts to collect unpaid amounts.
 - All payments must be posted to the patient account within 2 business days of receipt.
 - Accept online payments along with electronic funds transfers, credit cards and check or cash payments.
 - Accept weekly and monthly installment payments.
 - Any suspense payments must be researched on a daily basis and processed within 2 business days.
 - Refunds must be processed within an average of one week from the date of over payment.
 - Accept delinquent accounts from the City or the City's collection agency that require additional third party billing.
 - Return accounts to the City upon request or based upon a specific set of criteria.
 - Maintain detailed records of communications and collection efforts.
 - Any write-offs to customer accounts must be authorized by the City.
 - Electronically submit delinquent account information to the City and/or the City's collection agency in a manner and at a frequency agreed to by the City.
 - Implement and adhere to the City-approved write-off policy and procedures for those individuals unable to pay transport fees.

- Accounting and reporting services shall include:
 - Service provider must provide comprehensive set of standard reports that allows the City to monitor the performance of the EMS billing program and allows the proper accounting of the financial transactions.
 - Reporting must be provided electronically within 5 business days after period end.
 - The following list of reports represents the minimum requirements:
 - Distribution of Charges and Collection -which tracks payments, financial mix of patients, services and supplies and non-resident and resident charges over a month, quarter and year.
 - Aged Receivable Report – this report will provide a listing of all outstanding invoices by patient and classified by thirty, sixty, ninety, one-hundred twenty and more 120 days with totals.
 - Monthly Payment Listing – this report lists all payments, required charge offs and refunds posted to each patient’s account.
 - Overpayment (Refund Request) Report – this report lists all patients due refunds as a result of overpayment on account.
 - Non-sufficient Funds Report – This report will list all non-sufficient fund checks that have been returned.
 - Total emergency and non-emergency revenues, revenues by ALS and BLS classifications.
 - Monthly Bank Reconciliation, if required.
 - Monthly Accounts Receivable reconciliation- this report will summarize the changes in accounts receivable from month to month.
 - Unbillable Accounts Report a listing of accounts where charges cannot be determined due to missing pertinent information.
- Analytical Services shall include:
 - Provide annually, each shift of EMS personnel with a minimum of two hours training related to documentation and quality patient care data regulations for Medicare, Medicaid and insurance companies at no charge.
 - Service provider is expected to communicate current and future EMS billing rules, state and federal regulations and industry changes at no extra charge.
 - Service provider will serve as a consultant regarding EMS billing during the term of the contract at no additional cost.

ELECTRONIC PATIENT CARE REPORTING SYSTEM

The service provider is expected to provide an Electronic Patient Care Reporting System (ePCR) during the term of the contract.

- The system is expected to be comprehensive in its ability to provide for the collection of patient tracking including: demographics, treatment, transport and the maintenance of patient care records.
- The ePCR shall be HIPAA compliant.
- Service provider shall provide all required software and equipment, which will remain the property of the service provider. Service provider shall be responsible for the cyclical replacement of the equipment as well as ongoing repair and maintenance and upgrades as new software versions or technology become available.
- Service provider Help Desk must be available during the hours of 7:30am to 5:00pm Monday through Friday with procedures for after hours, 24/7 support.
- The Service provider shall provide 4 tablets or other portable computer devices and related technology for mobility for remote patient care reporting at the initiation of the contract.
- Implementation, web based training sessions and on-going support will be provided at no additional charge to the City throughout the contract.
- The service provider will provide an implementation plan that will provide a timeline for the delivery of the hardware and software, an outline of the proposed training process including training materials

and training period. The training for each of the three shifts will consist of two sessions to minimize disruptions. An extra session will be scheduled for personnel who were absent during the initial training.

- The system will have an incorporated workflow so that patient care records are forwarded to the appropriate staff for review and quality assurance approval. The system should facilitate and document communication between coordinator and crew regarding the evaluation and documentation process.
- The software solution should:
 - Be easy to apply upgrades to each workstation and portable device.
 - Provide real time data collection.
 - Provide a mobile application that allows responders to collect, reference and communicate call and patient information on mobile computer devices throughout the course of the EMS call at a patient's side.
 - Provide the ability to function when no connectivity is available.
 - Provide for wireless updates which are sent to all computer devices automatically upon connection without the need of user intervention.
 - Provide for automated alerts and notifications regarding system events such as updates, shut downs and maintenance. Provide regular back up of data to off-site storage.
 - Portable computer devices and software must provide the ability to use a digitized pen platform and electronic signature.
 - System performance must be in compliance with State and Federal required electronic patient care data collection regulations and must have the capacity to remit this data electronically to repositories and clearinghouses.
 - Provide for efficient and effective charting and documentation of the patient assessment.
 - Maintain a database of demographic information about the patients treated by the City of Wausau.
 - Allow flexible reporting including standard, customizable and ad hoc reports related to patient data.
 - Ability of custom reporting system to query data provided based upon multiple fields. For example, a user can create a report that finds all cases involving cardiac arrest that did not receive aspirin and break down the results by employee, disposition or other agency defined parameter.
 - Ability to query all reports tied to a particular employee based upon employee number.
 - Ability to scan and/or take photos of relevant identification documentation such as insurance cards and driver's license.
 - Provide ability to configure and choose mandatory data element and fields.
 - Maximize efficiency and quality through the use of a variety of tools including: automated alerts, auto-population of like fields, automated to do list, drop-down lists, check boxes, pre-defined responses and visual indication of incomplete mandatory fields that help a medic generate an electronic PCR efficiently while caring for the patient.
 - Generate HIPAA required privacy notices acknowledgements and assure signature compliance.
 - Integrate with current CAD system
 - Wirelessly capture and record into the patient care record common elements such as ECG, defibrillators, blood pressure and heart rate from the City's Zoll monitors.
 - Provide the necessary tools to ensure total compliance with the City's rules regarding documentation on signature protocol, medical necessity, mileage calculation and supply usage.
 - Data captured will at a minimum include: dispatch date and time, en route date and time, at scene date and time, at patient side date and time, time to procedure, departed scene date and time, destination date and time, hospital name or destination, patient symptoms, patient history, findings and assessment detail, care events, disposition, patient signature, witness signature and/or hospital signature, resident or non-resident classification, patient name (last, first, middle initial), gender, date of birth, age, race, weight, height, patient address, incident

- location, social security number, insurance type and company, insurance policy number, Medicare or Medicaid number, responsible party, responsible party address and relationship, service provided, supplies used, mileage data.
- o Have the ability to set-up automated schedules and tasks including sending an email or fax and generate a pdf.
- o Have the ability to electronically transmit patient care report to the hospital.
- o Provide an automated quality indicator that allows staff to quickly document and resolve outstanding issues.
- o Ability to delegate authorization of access to modules or data based upon a level of authorization. Ability to authorize user accounts/ids, passwords and access rights from a central location.
- o Ability to manage multiple patient care reports from the same incident at the same time and move from one to the other without data loss.
- o Ability to call up reference documents such as protocols, standard operating procedures while entering patient data without losing patient data and toggle back and forth between the reference material and patient reports.
- o Ability to provide interactive guidelines based upon the patient complaints.
- o Easy access to “vitals” entry screen throughout the documentation process.
- o Ability to automatically calculate relevant scores upon entry of data elements such as GCS and APGAR.
- o Ability to calculate age upon entering date of birth.
- o Ability to allow for addenda to be included in a patient record with a date and time stamp.
- o Ability to query all uncompleted reports by unit, shift and station.
- o All collected data will be stored and hosted by the service provider but will remain the property of the City of Wausau.
- o Provide the necessary data to optimize the billing process.

PROPOSAL CONTENT:

Any proposal which lacks or contains any misrepresentation of the following information may be rejected by the City as being nonresponsive to this RFP and no longer considered:

1. Cover title page indicating : Service provider name, address, telephone and primary contact person information, date of proposal
2. Transmittal Letter signed by an official authorized to bind the company
3. Technical Background of the Service provider:
 - a. Brief history and qualifications of the company
 - b. Bio of key personnel
 - c. Listing of EMS clients served, length of service, run volume, services provided and total dollars collected.
 - d. Description of technology used for patient care tracking and billing and collection system.
 - e. Disclose whether any contracts have been terminated for default in the last five years. If there has been termination for default; describe the nature and circumstances.
 - f. Describe any regulatory violations, litigation or material legal actions, together with any fines and penalties cited, commenced or imposed for the past five years.
 - g. Describe any federal or state investigation involving fraudulent or abusive billing practices that are ongoing or have occurred within the last five years and the outcome of such investigations.
 - h. Indicate whether you are licensed to do business in Wisconsin.
 - i. Provide Server and Network Diagram and details of cloud based or on premise servers.
4. Describe your data protection and security program:
 - a. Indicate the individual responsible for compliance with security and safety and a bio of their experience in the protection of data.
 - b. Include description of how data is encrypted and transmitted via fire walls.
 - c. Indicate if data is encrypted at rest and when traveling across the internet.
 - d. Indicate your back up protocol and off-site storage facilities.
 - e. Provide a copy of your disaster recovery plan.

- f. Provide a copy of any security audits and improvement recommendations.
 - g. Provide an affirmative statement of your company's willingness to meet the city's indemnification and insurance coverage requirements. A certificate of insurance will be required if a contract is issued.
 - h. Provide evidence of PCI compliance.
 - i. Indicate the notification process of any data breach at the service providers site within 48 hours regardless of whether the city's data was involved.
5. Describe your compliance program:
- a. Identify the individual responsible for compliance with billing processes, maintain standards of conduct, policies and procedures for each patient account in accordance with applicable federal, state and local laws, regulations and polices including but not limited to HIPAA, the Red Flag Rules or other identity theft prevention regulations, the Fair Debt Collection Practices Act, the Fair Credit Reporting Act and Medicare, Medicaid and other reimbursement regulations. Provide a bio of their experience in this area.
 - b. Description of your internal training programs to ensure quality services.
 - c. Description of HIPAA, Medicare, Medicaid compliance methodology or certifications.
 - d. Provide a listing of regular or annual third party or internal compliance and financial audits performed.
6. Qualifications and Services EMS billing and collection
- a. Describe your internal control and monitoring processes designed to ensure protection of assets and maximization of revenues.
 - b. Description of staffing levels and skill levels and number of certified ambulance coders. Provide a short bio of staff who will be assigned to the City's accounts.
 - c. Describe how trained staff will provide continuous coverage on City's accounts.
 - d. Description of claim denial procedures and staffing levels assigned to denials.
 - e. Description of the billing process, how the run is entered and invoiced, frequency of statements, how insurance information and signatures are obtained.
 - f. Describe customer service capabilities including hours of operations and quality review of staff responses to inquiries.
 - g. Description of collection services provided and oversight procedures designed to reduce uncollectible accounts.
 - h. Describe how financial transactions related to deposits and refunds will be processed and credited to the city's account.
 - i. Describe training and consulting services you will provide to the City to include how you will assist the City in incorporating best practices into the process. Provide specific details of similar work done for other communities.
 - j. Provide a description of collection averages and bench marks used to evaluate performance.
 - k. Description and frequency of reports provided and whether query access and ad hoc reporting is available. Include examples of standard reports available.
7. Electronic Patient Care Reporting System:
- a. Provide a listing of equipment and replacement schedule provided in the contract.
 - b. Provide a frequency of system upgrades
 - c. Provide a summary of the system capabilities and features.
 - d. Indicate necessary system configuration, hardware and software installation requirements.
 - e. Provide a listing of other agencies using this software.
 - f. Provide a listing of other dispatch software that you currently integrate with.
8. Provide an implementation plan that includes:
- a. A time schedule.
 - b. Delivery of hardware and software.
 - c. A complete outline of proposed training procedures including methodology, training materials and class size
 - d. Ongoing support for equipment, software and additional training
 - e. Support personnel, hours of operations and qualifications.
9. Complete the attached questionnaire.

10. Provide a comprehensive and complete disclosure on fees and commissions and the method of payment. Please separately itemize the costs for the billing portion and the patient care component of the service. Provide any other costs for system upgrades separately.
11. The City and County will likely be changing our Dispatch system in 1-3 years. Please provide costs associated with the conversion as it relates to its impact on the patient care software. Also provide a list of all Dispatch Software integrations currently available with your software.
12. Provide a sample contract and business associate agreement.
13. Outline the process for the return of documentation, electronic files and other information at contract termination.
14. Provide a listing of five references. Include a contact name, address, telephone number and number of annual transports. It is preferable that the references are utilizing both billing and electronic patient care reporting services.
15. Provide any additional information on the collection of delinquent accounts and related fees for services.
16. Provide other information deemed necessary to evaluate the service.

EVALUATING PROPOSALS:

An evaluation committee will be established to review and rank proposals. The Committee will consist of representatives from the City of Wausau Fire Department and Finance Department and may include representatives from other City departments as deemed necessary. The evaluation committee will review and evaluate proposals as described below:

The Committee will evaluate and rate the proposal based upon the rating criteria established below.

Electronic Patient Care Reporting System	maximum 40 points
Reference recommendations	maximum 20 points
Professional and technical competency	maximum 20 points
Implementation and support plan	maximum 20 points
Cost of services	maximum 20 points

Scores of the ranking and other information gathered during reference checks will be accumulated and the top proposers will be selected for presentations and demonstrations before the evaluation committee. If deemed appropriate the Evaluation Committee may submit a recommendation to select the top service provider and forgo proposals and demonstrations. Following oral presentations and demonstrations, if conducted, the evaluation committee will make a final evaluation of the respondents and submit its recommendation to the City Finance Committee and Common Council.

EXHIBIT 1

It is the intent of the City to contract with a private service provider. All service provider representations, whether verbal or written, will be relied on by the City in its evaluation of the responses to this Request for Proposal.

Any contract with the successful service provider, whether submitted by the provider or not, shall contain the following Terms and Conditions, and any exceptions taken to any of the terms, conditions or specifications of this request, must be clearly stated in your response to this request for proposal.

In addition to a specified term of the agreement, there shall be a termination provision that provides that either party may terminate the agreement before it expires upon 180 days' notice in writing to the other party.

INDEMNIFICATION:

Service provider shall defend indemnify, release and hold harmless the City, its employees, agents, representatives, and elected or appointed officials, from and against any and all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the City, its employees, agents, representatives, and elected or appointed officials as a result of any act or omission on the part of the Service provider or others whose services are engaged in by the Service provider or anyone directly or indirectly employed by or controlled by the Service provider arising directly or indirectly in the course of the performance of the work provided for in the contract.

INSURANCE:

Service provider shall, at its sole expense, maintain in effect at all times during the term of this contract, insurance coverage with limits not less than those set forth below issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City. Such coverage shall be primary. Prior to execution of the contract, the Service provider shall furnish to the City a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall name the City, its employees, agents, representatives, and elected or appointed officials as additional insureds. The policy of insurance shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and the City have received written notice of such cancellation.

- Workers' Compensation Insurance in the amount of the statutory limits under Wisconsin law, and Employer's Liability Insurance in the amount of \$500,000.
- General Liability Insurance including Products or Completed Operations, Bodily Injury, and Property Damage Liability: \$5,000,000.
- Auto Liability for bodily injury and property damage \$2,000,000.
- Errors & Omissions/Professional Liability \$2,000,000.
- Cyber Liability \$2,000,000
- Directors and Officers Liability \$1,000,000
- Blanket Crime coverage covering all persons handling funds under this contract against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery or other related crime risk. The policy limit must be written to cover losses equal to the amount of maximum monies collected, received and in the possession of the service provider at any given time.

FORCE MAJEURE

Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW

This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin.

ASSIGNMENT

Neither party shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall insure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors and assigns.

MODIFICATION

This AGREEMENT may not be modified except in writing by an authorized signatory of each party.

NOTIFICATION

All notices under this AGREEMENT shall be in writing and delivered by overnight delivery service or certified mail, return receipt requested, to the representative designated by each party to receive such notices, at the addresses provided. Either party may change its address by providing notice in accordance with this Section.

SEVERABILITY

If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on both parties.

ENTIRE AGREEMENT

This AGREEMENT and any attachments thereto, constitutes the entire understanding between the parties relating to the service provided and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof.

EXHIBIT 2

ACCOUNTS PAYABLE RETENTION

Purchase invoices 7 years and destroy provided record has been audited

Vouchers 7 years and destroy provided record has been audited

ACCOUNTS RECEIVABLE RETENTION

Accounts receivable invoices 7 years and destroy provided record has been audited

Receipts 7 years and destroy provided record has been audited

Collection blotters 1 year after audit and destroy

JOURNALS, REGISTERS & LEDGER RETENTION

Receipts journal 15 years and destroy

Voucher/order register 15 years and destroy

General journal 15 years and destroy

Journal voucher 15 years and destroy

Appropriation journal 15 years and destroy

Appropriation journal 15 years and destroy

General ledger 15 years and notify State Historical Society

Trial Balance Until audited and destroy

**CITY OF WAUSAU
REQUEST FOR PROPOSAL
EMS BILLING AND COLLECTION SERVICES AND
ELECTRONIC PATIENT CARE REPORTING SYSTEM**

	YES	NO	EXPLANATION (IF NECESSARY)
ELECTRONIC PATIENT CARE REPORTING SYSTEM			
Please detail the electronic patient care system capabilities with the following check list:			
The ePCR shall be HIPAA compliant.			
Service provider Help Desk is available during the hours of 7:30am to 5:00pm Monday through Friday with procedures for after hours, 24/7 support			
Implementation, web based training sessions and on-going support will be provided at no additional charge to the City throughout the contract.			
The system will have an incorporated workflow so that patient care records are forwarded to the appropriate staff for review and quality assurance approval. The system will facilitate and document communication between coordinator and crew regarding the evaluation and documentation process.			
Upgrades will be easily applied to each workstation and portable device.			
Software will provide real time data collection.			
The mobile application allows responders to collect, reference and communicate call and patient information on mobile computer devices throughout the course of the EMS call at a patient's side.			
Software provides the ability to function when no connectivity is available.			
Software/system provides for wireless updates which are sent to all computer devices automatically upon connection without the need of user intervention.			
Software provides for automated alerts and notifications regarding system events such as updates, shut downs and maintenance. Provide regular back up of data to off-site storage.			
Portable computer devices and software provide the ability to use a digitized pen platform and electronic signature.			
System performance is in compliance with State and Federal required electronic patient care data collection regulations and has the capacity to remit this data electronically to repositories and clearinghouses.			
Software submits cardiac arrest data to the Cardiac Arrest Registry to Enhance Survival.			
Software provides for efficient and effective charting and documentation of the patient assessment.			
Software maintains a database of demographic information about the patients treated by the City of Wausau.			
Software allows flexible reporting including standard, customizable and ad hoc reports related to patient data.			
Software provides the ability of custom reporting system to query data provided based upon multiple fields. For example, a user can create a report that finds all cases involving cardiac arrest that did not receive aspirin and break down the results by employee, disposition or other agency defined parameter.			
Software provides the ability to query all reports tied to a particular employee based upon employee number.			
Software and hardware will allow mobile scanning and photos of relevant identification documentation such as insurance cards.			
Software provide the ability to configure and choose mandatory data element and fields.			
Software provides efficiency and quality through the use of a variety of tools including: automated alerts, auto-population of like fields, automated to do list, drop-down lists, check boxes, pre-defined responses and visual indication of incomplete mandatory fields that help a medic generate an electronic PCR efficiently while caring for the patient.			
Software generates HIPAA required privacy notices acknowledgements and assure signature compliance.			
Software integrates with current CAD system			
Software and hardware will wirelessly capture and record into the patient care record common elements such as ECG, defibrillators, blood pressure and heart rate from the City's Zoll monitors.			
Software provides the necessary tools to ensure total compliance with the City's rules regarding documentation on signature protocol, medical necessity, mileage calculation and supply usage.			
Data captured will at a minimum include: dispatch date and time, en route date and time, at scene date and time, at patient side date and time, time to procedure, departed scene date and time, destination date and time, hospital name or destination, patient symptoms, patient history, findings and assessment detail, care events, disposition, patient signature, witness signature and/or hospital signature, resident or non-resident classification, patient name (last, first, middle initial), gender, date of birth, age, race, weight, height, patient address, incident location, social security number, insurance type and company, insurance policy number, Medicare or Medicaid mber, responsible party, responsible party address and relationship, service provided, supplies used, mileage data.			
Software has the ability to set-up automated schedules and tasks including sending an email or fax and generate a pdf.			
Software has the ability to electronically transmit patient care report to the hospital.			
Software provides an automated quality indicator that allows staff to quickly document and resolve outstanding issues.			
Software has the ability to delegate authorization of access to modules or data based upon a level of authorization. Ability to authorize user accounts/ids, passwords and access rights from a central location.			
Software will manage multiple patient care reports from the same incident at the same time and move from one to the other without data loss.			
Software has the ability to call up reference documents such as protocols, standard operating procedures while entering patient data without losing patient data and toggle back and forth between the reference material and patient reports.			
Software will have an interactive guidelines based upon the patient complaints.			
Software provides easy access to "vitals" entry screen throughout the documentation process.			
Software has the ability to automatically calculate relevant scores upon entry of data elements such as GCS and APGAR.			
Software has the ability to calculate age upon entering date of birth.			
Software has the ability to allow for addenda to be included in a patient record with a date and time stamp.			
Software has the ability to query all uncompleted reports by unit, shift and station.			
Collected data will be stored and hosted by the service provider but will remain the property of the City of Wausau.			
Software will provide the necessary data to optimize the billing process.			

Attachment: Wausau RPF (4277 : Fire Dept EMS Billing Survey Report)

**CITY OF WAUSAU
REQUEST FOR PROPOSAL
EMS BILLING AND COLLECTION SERVICES AND
ELECTRONIC PATIENT CARE REPORTING SYSTEM**

	YES	NO	EXPLANATION (IF NECESSARY)
PATIENT BILLING AND COLLECTION SYSTEM			
Please detail the patient billing and collection system capabilities with the following check list:			
Invoice in accordance to the rates established annually by the City.			
Allow for rate changes twice per year without and additional contract fees.			
Accept billing information electronically and seamlessly interface with the service provider's electronic patient care reporting system.			
Perform monthly self-audits for billing compliance with Medicaid, Medicare and other applicable regulations.			
Utilize certified coders to properly code EMS services provided to the patient, determine medical necessity of a transport and code account accurately, determine if all signature protocols have been met prior to billing, review transport documentation in order to apply the appropriate codes of patients condition, verify that only those transports with a completed patient care report are billed.			
Utilize current diagnostic coding to ensure compliance with federal and state regulations.			
Identify and follow up with City ambulance staff for unbilled electronic patient care records within five days.			
Promptly identify missing claim information and obtain through the Wausau ambulance staff, hospital facilities or skip tracing products or any other 3 rd party solution the information necessary to bill for the transport.			
Service provider must process patient invoices for co-pays and deductibles, private pay and uninsured patients within 7 business days.			
Upon receipt of the patient claim information electronically submit accurate and complete Medicare, Medicaid and insurance claims in accordance with all applicable laws and regulations within 3 business days.			
Properly bill secondary and tertiary insurance claims.			
Verify reimbursement rates and resolve claim disputes/denials and perform follow up services with 3 rd party payors within 48 hours of the receipt of the dispute or denial.			
Continually monitor claims and contact insurance companies and other providers regarding the status of open claims.			
Provide monthly patient statements and other notices so patients are informed of outstanding balances and make reasonable efforts to collect unpaid amounts.			
All payments must be posted to the patient account within 2 business days of receipt.			
Accept online payments along with electronic funds transfers, credit cards and check or cash payments.			
Accept weekly and monthly installment payments.			
Any suspense payments must be researched on a daily basis and processed within 2 business days.			
Refunds must be processed within an average of one week from the date of over payment.			
Accept delinquent accounts from the City or the City's collection agency that require additional third party billing.			
Return accounts to the City upon request or based upon a specific set of criteria.			
Maintain detailed records of communications and collection efforts.			
Any write-offs to customer accounts must be authorized by the City.			
Electronically submit delinquent account information to the City and/or the City's collection agency in a manner and at a frequency agreed to by the City.			
Implement and adhere to the City-approved write-off policy and procedures for those individuals unable to pay transport fees.			
Service provider must provide comprehensive set of standard reports that allows the City to monitor the performance of the EMS billing program and allows the proper accounting of the financial transactions.			
Reporting must be provided electronically within 5 business days after period end.			
The following list of reports represents the minimum requirements:			
Distribution of Charges and Collection -which tracks payments, financial mix of patients, services and supplies and non-resident and resident charges over a month, quarter and year.			
Aged Receivable Report – this report will provide a listing of all outstanding invoices by patient and classified by thirty, sixty, ninety, one-hundred twenty and more 120 days with totals.			
Monthly Payment Listing – this report lists all payments, required charge offs and refunds posted to each patient's account.			
Overpayment (Refund Request) Report – this report lists all patients due refunds as a result of overpayment on account.			
Non-sufficient Funds Report – This report will list all non-sufficient fund checks that have been returned.			
Total emergency and non-emergency revenues, revenues by ALS and BLS classifications.			
Monthly Bank Reconciliation, if required.			
Monthly Accounts Receivable reconciliation- this report will summarize the changes in accounts receivable from month to month.			
Unbillable Accounts Report a listing of accounts where charges cannot be determined due to missing pertinent information.			
ANALYTICAL SERVICES			
Please detail the analytical services provided under the contract:			
Provide annually, each shift of EMS personnel with a minimum of two hours training related to documentation and quality patient care data regulations for Medicare, Medicaid and insurance companies at no charge.			
Service provider is expected to communicate current and future EMS billing rules, state and federal regulations and industry changes at no extra charge.			
Service provider will serve as a consultant regarding EMS billing during the term of the contract at no additional cost.			

Attachment: Wausau RPF (4277 : Fire Dept EMS Billing Survey Report)



Request for Proposals (RFP) EMS BILLING AND COLLECTIONS SERVICES AND ELECTRONIC PATIENT CARE REPORTING SYSTEM

ADDENDUM #1

PROPOSAL DUE DATE:

November 25th noon CST

Electronic Patient Care Reporting System (ePCR) Page 5 of the RFP

The service provider is expected to provide an Electronic Patient Care Reporting System (ePCR) during the term of the contract.

- The system is expected to be comprehensive in its ability to provide for the collection of patient tracking including: demographics, treatment, transport and the maintenance of patient care records.
- The ePCR shall be HIPAA compliant.
- Service provider shall provide all required software and equipment, which will ~~remain the property of the service provider~~ become the property of the City of Wausau at the end of the contract. Service provider shall be responsible for the cyclical replacement of the equipment as well as ongoing repair and maintenance and upgrades as new software versions or technology become available.
- Service provider or software vendor's Help Desk must be available during the hours of 7:30am to 5:00pm Monday through Friday with procedures for after hours, 24/7 support.
- The Service provider shall provide 4 tablets or other portable computer devices such as a Toughbook CF-19 or equivalent and related technology for mobility for remote patient care reporting at the initiation of the contract.
- Implementation, web based training sessions and on-going support will be provided by the Service Provider or software vendor at no additional charge to the City throughout the contract.

The service provider will provide an implementation plan that will provide a timeline for the delivery of the hardware and software, an outline of the proposed training process including training materials.

Proposal Content Page 9, Item 10

Provide a comprehensive and complete disclosure on fees and commissions and the method of payment. Please separately itemize the costs for the billing portion and the patient care component of the service. Provide a separate costs for the 4 electronic devices. Provide any other costs for system upgrades separately.

AGREEMENT FOR PROFESSIONAL SERVICES
EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES

By And Between

CITY OF FOND DU LAC, WISCONSIN
A Wisconsin Corporation

And

EMS MEDICAL BILLING ASSOCIATES, LLC
9401 WEST BROWN DEER ROAD, SUITE 101
MILWAUKEE, WI 53224
A Wisconsin Limited Liability Company

THIS AGREEMENT IS MADE and entered into by and between **THE CITY OF FOND DU LAC WISCONSIN**, with offices at 160 South Macy Street, Fond Du Lac, Wisconsin, 53224, hereinafter referred to as the **"CLIENT"**, and **EMS MEDICAL BILLING ASSOCIATES, LLC**, a Wisconsin Limited Liability Company, with offices located at 9401 W. Brown Deer Road, Suite 101, Milwaukee, Wisconsin 53224, hereinafter referred to as the **"SERVICE PROVIDER"**

WHEREAS, CLIENT desires to engage **SERVICE PROVIDER** to furnish professional and technical services with respect to Emergency Medical Service User Fee Billing Services, hereinafter referred to as the **"PROJECT"**, and **SERVICE PROVIDER** has signified its willingness to furnish professional and technical services to **CLIENT**.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, Agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Attachment: Fond du Lac Contract (4277 : Fire Dept EMS Billing Survey Report)

ARTICLE I

- 1.1 SERVICES TO BE PROVIDED BY SERVICE PROVIDER.** **SERVICE PROVIDER** agrees to perform, in a good and professional manner, the professional services necessary for completion of **PROJECT**, as detailed in the "Scope of Services" in Exhibit A, which are attached hereto and incorporated herein by reference. This "Scope of Service" may be expanded by mutual Agreement of the parties subject to the payment of additional consideration as mutually agreed upon.
- 1.2 PERFORMANCE STANDARDS.** In performing **PROJECT** services, **SERVICE PROVIDER** will meet performance standards for billing services in Wisconsin, as defined in Exhibit A.
- 1.3 SCHEDULE OF PROJECT SERVICES.** **SERVICE PROVIDER** shall commence performing **PROJECT** services upon execution of this Agreement., or on the date indicated here: **9/1/2011.**
- 1.4 RETENTION.** All records and documents related to the services provided under this Agreement are the property of the **CLIENT**, but shall be retained by the **SERVICE PROVIDER** on behalf of the **CLIENT** for a period of seven (7) years after the Agreement expires or is terminated. These records and documents shall be made available to **CLIENT** at anytime during this Agreement, or after the expiration or termination of this Agreement, upon written request of **CLIENT**. Prior to the destruction of any records or documents, **SERVICE PROVIDER** must notify **CLIENT** in writing of the proposed destruction, in a manner that reasonably allows **CLIENT** to make a timely request for return of the records and/or documents to the **CLIENT**.
- 1.5 CONFIDENTIALITY.** No reports, information, and/or data given to or prepared or assembled by **SERVICE PROVIDER** under this Agreement shall be made available to any individual or organization by **SERVICE PROVIDER** without the written approval of **CLIENT**. Notwithstanding the above, **SERVICE PROVIDER** may release records to third party, upon having proper consents and following State laws, rules and regulations.
- 1.6 ERRORS, OMISSIONS OR DEFICIENCIES.** **SERVICE PROVIDER** shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the **SERVICE PROVIDER** is responsible for any errors, omissions, or deficiencies. **SERVICE PROVIDER** shall refund to **CLIENT**, upon finalization of any audit which shows a billing error, the **SERVICE PROVIDER'S** percentage fee times the refunded amount.

ARTICLE II

2.1 SERVICES TO BE PROVIDED BY CLIENT. In the event that any information, data, surveys, reports, photographs, records and maps are existing and available and are useful for carrying out the work on **PROJECT**, **CLIENT** shall promptly furnish copies of these materials, provided these materials are owned by and in the possession of the **CLIENT**, in either hard copy or digital format, to be determined by the **CLIENT**, to **SERVICE PROVIDER** for use during the contract period. **CLIENT** designates the Fire Chief or his or her designee to Act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define **CLIENT'S** policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until **SERVICE PROVIDER** has been advised in writing by **CLIENT** that such authority has been revoked.

2.2 INCIDENT INFORMATION. **CLIENT** will submit to **SERVICE PROVIDER** an electronic run report or, if not capable by US Postal Service, fax or other electronic media, a paper "run sheet" which provides the following information:

- 2.2.1 Run or Incident Number
- 2.2.2 Date and time of incident and/or transport
- 2.2.3 Transport to and from locations
- 2.2.4 Medical information and patient care specifics, including narrative
- 2.2.5 A hospital FIN sheet, or the equivalent detailing the following:
 - 2.2.5.1 Patient Name and phone number
 - 2.2.5.2 Patient Address, including apartment or lot number
 - 2.2.5.3 Patient Date of Birth
 - 2.2.5.4 Patient full and complete medical insurance information
 - 2.2.5.5 Patient Social Security Number, if available
- 2.2.6 Patient consent signature. *If the patient is mentally or physically unable to sign, EMTs must document why the patient was unable to sign, and obtain a signature from an authorized third party as mandated under Centers for Medicare and Medicaid Services (CMS) rules.*

2.3 PAYMENT INFORMATION. **CLIENT** will provide payment information to **SERVICE PROVIDER** as soon as practicable, by fax, electronic mail or other electronic means.

2.4 CLIENT RATES AND FEES. **CLIENT** will provide **SERVICE PROVIDER** with Emergency Medical Service / Fire Incident / Fire Inspection rate and fee information within ten (10) days after the effective date of this Agreement. **SERVICE PROVIDER** agrees to implement **CLIENT'S** billing rates within five business days of written notification to the **SERVICE PROVIDER**.

ARTICLE III

3.1 COMPENSATION RATE. **SERVICE PROVIDER** agrees to provide the services described in Article I in accordance with the following fee schedule which covers all other items of whatever nature needed in connection with **PROJECT** services: Seven **(7.00%)** percent of payments posted to **CLIENT'S** records monthly for Emergency Medical Services by **CLIENT** beginning the effective date of this contract.

3.1.1 ANNUAL SERVICE CHARGE. **CLIENT** agrees to compensate **SERVICE PROVIDER** the amount of Two Hundred (\$200.00) Dollars annually, for each year of this Agreement, for software support charged to **SERVICE PROVIDER** by third party software vendor.

3.1.2 ACCOUNT DELINQUENCY: Should an account become delinquent more than 120 days without a payment made, or a payment arrangement having been secured, the **SERVICE PROVIDER** agrees to forward that account the **CLIENT** for further collections activity.

3.1.3 START-UP FEE: Waived

3.1.4 CREDIT CARD PAYMENTS: **CLIENT** agrees to accept payment of ambulance invoices by credit card through **SERVICE PROVIDER'S** credit card merchant account. **CLIENT** agrees to pay all transaction fees associated with payment by credit card, debit card and online payments for the period of the contract. **CLIENT** has the right to change merchant accounts at any time, as long as sufficient invoice and payment information is provided to **SERVICE PROVIDER** on each payment, and in a timely basis.

3.2 COMPENSATION FOR ADDITIONAL SERVICES. For authorized extensions of work or additional services provided outside of the scope of services specified in this Agreement, **CLIENT** and **SERVICE PROVIDER** shall agree upon a fee and payment schedule prior to commencement of additional services.

3.3 MONTHLY INVOICES. Monthly invoices shall be mailed by **SERVICE PROVIDER** to the **CLIENT**, **ATTN: Eileen Baus**

3.4 METHOD OF PAYMENT. Payment of **SERVICE PROVIDER'S** fees shall be as follows:

3.4.1 Invoices which are in order are due and payable by **CLIENT** to **SERVICE PROVIDER**, no later than twenty-five (25) days from receipt of the invoice.

- 3.4.2 The **CLIENT** agrees to pay non-disputed portions of an invoice, but may withhold payment on disputed portions. **CLIENT** agrees to compensate **SERVICE PROVIDER** the amount of the disputed portions on the following month's invoice, providing the **SERVICE PROVIDER** satisfies the dispute to the **CLIENT'S** satisfaction.
- 3.4.3 Invoices which are in order and not paid by **CLIENT** within twenty-five (25) days of receipt shall be subject to a one and one-half (1.5%) percent interest charge per month on any balance outstanding more than twenty-five (25) days.
- 3.4.4 If an invoice is in order, **CLIENT** may not withhold payment so long as **SERVICE PROVIDER** is in compliance with Section 1.2, and the provisions of Exhibit "A" of this Agreement, and so long as necessary documentation supporting payment has been provided to **CLIENT**.
- 3.4.5 If **CLIENT** fails to make any payment due within sixty (60) days after receipt of an invoice which is in order, **SERVICE PROVIDER** may, after giving seven (7) days written notice to **CLIENT**, suspend services under this Agreement until all amounts are paid in full.

ARTICLE IV

TERMS OF AGREEMENT. This five (5) year Agreement shall be effective upon approval and execution by **SERVICE PROVIDER** and **CLIENT** unless otherwise terminated as provided herein. This Agreement and all its terms and conditions, without change, except for the expiration date, may be extended for an additional two (2) year period by Letter of Agreement to that effect executed by all parties at any time during the Agreement term.

The Director of Administration for the **CLIENT** or his or her designee of the **CLIENT** shall have authority to sign the Letter of Agreement on behalf of **CLIENT** without further review and approval by Common Counsel of **CLIENT**, provided no other terms or conditions have been modified. **CLIENT** agrees to provide a statement on **CLIENT** letterhead to the **SERVICE PROVIDER** that includes the name of the **CLIENT'S** Director of Administration designee at the execution of this Agreement. If the **CLIENT'S** Director of Administration designee changes at anytime after the execution of the Agreement, the **CLIENT** agrees to notify the **SERVICE PROVIDER** in writing prior to the execution of any extension of this Agreement.

ARTICLE V

5.1 TERMINATION. Either party shall have the right to terminate this Agreement for reason of breach of contract by giving ninety (90) days advance, written notice to the other party. Termination shall not relieve either of the parties from obligations already incurred.

SERVICE PROVIDER shall, following such ninety (90) days, continue to forward to **CLIENT** all money received on **CLIENT'S** behalf, subject to receipt of the fee provided for herein.

5.2 NO NEW OR ADDITIONAL WORK. **SERVICE PROVIDER** shall perform no new or additional work upon receipt of notice of termination without the advance, written permission of **CLIENT**.

5.3 USE OF INCOMPLETE OR UNFINISHED DOCUMENTS. **SERVICE PROVIDER** shall not be liable for **CLIENT'S** subsequent use of incomplete or unfinished documents provided pursuant to this Article.

5.4 TRANSFERRING DATA AT CONTRACT TERMINATION. **SERVICE PROVIDER** will supply to the **CLIENT** an Extensible Markup Language (XML) export of all the **CLIENT'S** data entered into **SERVICE PROVIDER'S** Imagetrend Rescue Bridge, upon notification of termination of this Agreement at no cost to the **CLIENT**. Other forms of transference that require additional labor of the **SERVICE PROVIDER** will be billed at a fee of One Hundred and Twenty-Five Dollars (\$125.00) per hour.

ARTICLE VI

CONFLICT OF INTEREST. **SERVICE PROVIDER** shall abstain from taking any action or making any recommendation which may result in a conflict of interest. **SERVICE PROVIDER** shall seek the advice of the **CLIENT'S** Director of Administration with respect to determining actual or potential conflicts of interest. The **CLIENT'S** Director of Administration shall use the Municipal and State Code of Ethics or other such legal documents or doctrine as he or she determines as appropriate as a basis for making any such determination.

ARTICLE VII

AMENDMENTS. **CLIENT** may, from time to time, require modifications in the scope of or deadline for services of **SERVICE PROVIDER** to be performed hereunder. Such modifications, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between **CLIENT** and **SERVICE PROVIDER**, shall be incorporated in written amendments to this Agreement, which shall be deemed part of this Agreement a fully set forth herein.

ARTICLE VIII

INDEPENDENT CONTRACTOR. **SERVICE PROVIDER** performs services hereunder as an independent contractor.

ARTICLE IX

9.1 INDEMNITY AND HOLD HARMLESS. **SERVICE PROVIDER** shall indemnify, and hold harmless **CLIENT**, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any negligent act, error, or omission, of **SERVICE PROVIDER** which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law. **CLIENT** shall indemnify, and hold harmless **SERVICE PROVIDER**, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any negligent act, error, or omission, of **CLIENT** which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law.

9.2 CLIENT'S ACTS AND OMISSIONS. Neither **CLIENT** nor **SERVICE PROVIDER** are responsible for any acts or omissions of the other party or the other party's officers and employees.

9.3 DATA NOT PROVIDED BY SERVICE PROVIDER. **SERVICE PROVIDER** is not responsible for the accuracy of the data provided by **CLIENT** or data obtained or available from public or government records or sources of the public domain.

9.4 REPRODUCED DATA FURNISHED BY CLIENT. **CLIENT** shall obtain from Owner of documents provided by **CLIENT** any and all consents required by law to reproduce data protected by patent, trademark, service mark, copyright or trade secret, and **SERVICE PROVIDER** assumes no responsibility of any failure of **CLIENT** to obtain any required consent.

ARTICLE X

INSURANCE. **SERVICE PROVIDER** shall procure and maintain, during the term of this Agreement, insurance policies, hereinafter specified. **SERVICE PROVIDER**, prior to executing this Agreement, shall furnish a Certificate of Insurance indicating compliance with the foregoing, and proof of payment of premium to the Risk Coordinator, for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the **CLIENT** will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, **CLIENT** may declare the Agreement null and void as of the date no valid insurance policy was in effect. Certifications of policy renewals shall be furnished to the **CLIENT** throughout the term of this Agreement. The insurance requirement shall not be construed to conflict with the obligations of **SERVICE PROVIDER** in Article IX – Indemnity and Hold Harmless.

The following insurance must be in effect and continue in effect during the term of the Agreement in not less than the following amounts:

- Worker's Compensation – Statutory – In compliance with the Worker's Compensation Law of the State of Wisconsin.
 - General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00 per occurrence, with a Three Million Dollar (\$3,000,000) Aggregate amount, having the following coverage: **
 - Death, Personal Injury and Property Loss or Damage.
 - Automobile Liability Insurance with minimum single limits of liability of One Million (\$1,000,000.00) Dollars for death and bodily injury, and Five Hundred Thousand (\$500,000.00) Dollars for property damage, per occurrence, having the following coverage: **
 - Owned automobiles
 - Hired automobiles; and ,
 - Non-own automobiles.
- ** Includes Two Million Dollar (\$2,000,000) Umbrella policy in addition to the above stated limits.
- Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000) per claims-made basis.

ARTICLE XI

ASSIGNMENT AND SUBCONTRACT: SERVICE PROVIDER shall not assign or subcontract any interest or obligation under this Agreement, without the advance, written approval of CLIENT.

ARTICLE XII

LAW, RULES AND REGULATIONS. SERVICE PROVIDER shall fully comply with all applicable Federal, State and local laws, rules and regulations governing PROJECT services.

ARTICLE XIII

SEVERABILITY. It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, that it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

ARTICLE XIV

NONDISCRIMINATION. In the performance of work under this Agreement, SERVICE PROVIDER agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation. Services are to be provided in accordance with the Federal Americans With Disabilities Act.

ARTICLE XV

GOVERNING LAW. This Agreement shall be deemed to have been made in Wisconsin and shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

ARTICLE XVI

NO WAIVER. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

ARTICLE XVII

HARDSHIP REQUESTS: SERVICE PROVIDER agrees to submit all requests for hardship write-offs in writing to **CLIENT** within 10 days of being instructed by the patient. **CLIENT** agrees to provide a written decision to the **SERVICE PROVIDER** within 60 days of receiving the hardship request, or **SERVICE PROVIDER** reserves the right to pursue the account as **SERVICE PROVIDER** sees fit.

NOTICES. Any notice required or permitted to be given to either party under this Agreement shall be sufficient if hand delivered or in writing, and sent by register or certified mail, return receipt requested, postage prepaid, to the following addresses of the parties as indicated below.

18.1 For CLIENT:

Eileen Baus, Senior Accountant/Purchasing Coordinator
City of Fond du Lac
160 South Macy Street
Fond du Lac, WI 53224

18.2 For SERVICE PROVIDER:

Paula S. Bliemeister, CFO
EMS Medical Billing Associates, LLC.,
9401 W. Brown Deer Road, Suite 101
Milwaukee, WI 53224

ARTICLE XIX

NO THIRD PARTY BENEFICIARIES. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, confer, supplement, amend, abridge or repeal existing rights, benefits, or privileges of or to any third party or parties, including, but not limited to, employees of either of the parties

ARTICLE XX

NONBINDING MEDIATION. In an effort to resolve any conflicts that arise during **PROJECT** or following completion of **PROJECT**, **CLIENT** and **SERVICE PROVIDER** agree that all disputes between them arising out of, or relating to, this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

ARTICLE XXI

CLIENT and **SERVICE PROVIDER** each certify that they have authority under their respective organizational structure and governing laws to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

CLIENT:

CITY OF FOND DU LAC, WISCONSIN
A Wisconsin Corporation

BY: 

Name: Hal M. Wortman:

Title: Director of Administration

Date: 8-17-2011

SERVICE PROVIDER:

EMS MEDICAL BILLING ASSOCIATES, LLC
A Wisconsin Limited Liability Company

BY: 

Name: Paula S. Bliemeister

Title: CFO

Date: August 19, 2011

Attachment: Fond du Lac Contract (4277 : Fire Dept EMS Billing Survey Report)

EXHIBIT "A"

AGREEMENT FOR PROFESSIONAL SERVICES EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES

SCOPE OF WORK AND RESPONSIBILITIES OF SERVICE PROVIDER

By And Between

CITY OF FOND DU LAC, WISCONSIN

A Wisconsin Corporation,

And

EMS MEDICAL BILLING ASSOCIATES, LLC

A Wisconsin Limited Liability Company

A: SCOPE OF SERVICES

1) ADMINISTRATIVE ACCOUNT SET-UP:

a) **SERVICE PROVIDER** will complete all necessary provider enrollment paperwork with Medicare and Medicaid to maintain enrollment status with these payers and to update all information to reflect EMS Medical Billing Associates, LLC as the authorized, exclusive billing service for the **CLIENT**.

b) **SERVICE PROVIDER** will complete all necessary payment authorization forms for Medicare and Medicaid to ensure that these payments are direct deposited into a bank account of the **CLIENT'S** choice, and that all correspondence related to those payments are made available to the **SERVICE PROVIDER** either electronically or forwarded to the **SERVICE PROVIDER'S** address. **SERVICE PROVIDER** will also promptly notify all commercial insurance carriers in our billing system that the remittance address for the **CLIENT** has changed to reflect the address of the **SERVICE PROVIDER**.

c) **SERVICE PROVIDER** will recommend an agreement(s) between the **CLIENT** and an external collections agency (or agencies) for the collection of delinquent accounts, as well as the processing of delinquent accounts to the Wisconsin Tax Refund Intercept Program.

d) **SERVICE PROVIDER** will recommend write-off policies and/or hardship policies for the **CLIENT'S** consideration. The **CLIENT** determines the parameters of write-off and hardship policies, and will determine the amount of approval authority the **SERVICE PROVIDER** will maintain, if any. All write-off and hardship policies should be put in writing by the **CLIENT** and provided to the **SERVICE PROVIDER** prior to beginning work.

e) **SERVICE PROVIDER** will review the billing rates of the **CLIENT** and make recommendations based on current Medicare allowable amount information, Medicaid payment information and commercial insurance industry trends. All applicable laws and rules regarding billing governmental agencies will be applied to all recommendations. **CLIENT** will provide a complete listing of all procedures and rates prior to **SERVICE PROVIDER** beginning work.

f) **SERVICE PROVIDER** will complete all provider enrollment paperwork related to accepting payment by credit card and ACH transactions.

g) **SERVICE PROVIDER** will complete all provider enrollment paperwork related to utilizing remote deposit capture to electronically deposit all **CLIENT** payments received.

h) **SERVICE PROVIDER** will keep **CLIENT** fully informed regarding any rule, regulation or industry standard of practice that may affect the **CLIENT'S** revenues, documentation requirements or industry standards of practice.

2) TECHNICAL ACCOUNT SET-UP:

a) **SERVICE PROVIDER** will create a segregated database for the **CLIENT** within the **SERVICE PROVIDER'S** Imagetrend Rescue Bridge that will accept EMS and fire-related incident data for the **CLIENT**. **SERVICE PROVIDER** will meet with fire department officials to determine what information will be added to the database. All **CLIENT** EMS patient care data and fire-related data will be stored on the **SERVICE PROVIDER'S** Rescue Bridge. **CLIENT** will have continuous online access to the **SERVICE PROVIDER'S** Rescue Bridge.

b) Upon execution of this Agreement, **SERVICE PROVIDER** will immediately purchase the agreed-upon amount of ImageTrend Field Bridge software programs, and forward the unlock codes to the **CLIENT** upon receipt. **CLIENT** is responsible for loading all software on **CLIENT** computers. **SERVICE PROVIDER** can advise **CLIENT** on setup procedures, as needed. **CLIENT'S** Rescue Bridge database must be set up prior to use of the Field Bridge programs.

c) **SERVICE PROVIDER** will meet with fire department officials to determine the design of the Imagetrend Field Bridge template(s) that will be used for patient care data entry.

d) **SERVICE PROVIDER** will meet with fire department officials to determine the **CLIENT'S** setup preferences on the ImageTrend Rescue Bridge for EMS and Fire data.

e) **SERVICE PROVIDER** will conduct training on the ImageTrend Field Bridge software to all EMTs on all shifts. Typically a single round of training will cover three shifts over a period of three days. **SERVICE PROVIDER** will repeat training as often as **CLIENT** requires prior to live utilization of the software in the field. On-going training is also provided by the **SERVICE PROVIDER** as needed by the **CLIENT**.

f) **SERVICE PROVIDER** will conduct training on documentation requirements to all EMTs on all shifts. This training can be coordinated with the Field Bridge training, or conducted separately. This training is typically conducted bi-annually, or upon request of the **CLIENT**.

g) **SERVICE PROVIDER** will conduct training on the ImageTrend Fire Bridge software. Training will be provided to fire department officials at a schedule determined by the fire department.

3) BILLING AND COLLECTIONS SERVICES

a) **CLIENT** is responsible for completing each patient care report to the specifications established by the **CLIENT** and **SERVICE PROVIDER**.

b) **CLIENT** will electronically upload patient care reports from the ImageTrend Field Bridge software to the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge. **SERVICE PROVIDER** will initiate the billing of those incidents from the data uploaded by the **CLIENT** within five (5) business days.

c) **SERVICE PROVIDER** will forward all patient care reports to the Wisconsin Ambulance Run Data System (WARDS) daily when patient care reports are either created on or electronically uploaded to the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge. For all other methods of creating or storing patient care reports, the **CLIENT** is responsible for submitting patient care reports to WARDS.

d) **SERVICE PROVIDER** will utilize all information provided by the **CLIENT** to create a demographic and insurance profile for each incident to be billed. **CLIENT** is encouraged to capture demographic and insurance information in the field, or get a copy of a hospital admission sheet, in order to expedite the billing process. **SERVICE PROVIDER** will maintain a separate record for each incident showing billing attempts, patient contact information and payments as well as other useful information. Records shall be made available at any time to **CLIENT**.

e) **SERVICE PROVIDER** will utilize various online tools to verify demographic and insurance information prior to billing a claim. **SERVICE PROVIDER** makes every effort to confirm this data prior to billing.

f) **CLIENT** has the right to approve all external documents used by the **SERVICE PROVIDER** to perform the **CLIENT'S** billing prior to the start of the Agreement.

g) For patients insured by Medicare, **SERVICE PROVIDER** will confirm coverage via Medicare's online eligibility portal, then send all Medicare claims electronically to Wisconsin Physician Services' claims submission site. Payments from Medicare will be direct deposited by Medicare to the **CLIENT'S** bank account listed on paperwork filed with Medicare at time of account set-up. Payment from Medicare can be expected within 21 days following submission.

h) For patients insured by Medicaid, **SERVICE PROVIDER** will confirm coverage via Medicaid's online eligibility portal, then send all Medicaid claims electronically to EDS's online claims submission website. Payments from Medicaid are sent by check to the **SERVICE PROVIDER**. **SERVICE PROVIDER** will remote deposit payments daily. Payment from Medicaid can be expected within 21 days following submission.

h) For patients with commercial insurance, **SERVICE PROVIDER** will attempt to confirm coverage via various online eligibility portals provided by some commercial insurance carriers. **SERVICE PROVIDER** will send a vast majority of commercial insurance claims electronically using the ZIRMED clearinghouse. Payments from most commercial insurance carriers are made by check and sent to the **SERVICE PROVIDER**. **SERVICE PROVIDER** will remote deposit payments daily. Payment from commercial insurance carriers can take between 30-90 days.

i) For uninsured patients, **SERVICE PROVIDER** will mail a standard invoice. The standard invoice offers a payment stub that can be torn off and mailed with the patient's payment. The invoice also provides directions on how to pay by credit card, either by contacting the **SERVICE PROVIDER** directly or paying online via the **SERVICE PROVIDER'S** website. Patients can also electronically submit insurance information using the **SERVICE PROVIDER'S** website.

j) In the event of partial payment or denial of payment, the **SERVICE PROVIDER** will bill the patient monthly, for up to three (3) months, for the balance due. If no payment is made by the patient within thirty (30) days after the third billing, the bill shall be treated as uncollectible. **SERVICE PROVIDER** will continue to attempt to collect on those accounts via internal collection methods up to and including phone contact with the debtor. Should an account become delinquent more than 120 days without a payment made, or a payment arrangement having been secured, the **SERVICE PROVIDER** agrees to forward that account to the client for further processing.

k) **SERVICE PROVIDER** will be responsible for all release-of-record requests, as well as all customer service inquiries related to the billing of the **CLIENT'S** patient care records. **SERVICE PROVIDER** will attempt to maintain a consistent client representative in order to facilitate consistency for the client and third party callers. **SERVICE PROVIDER** follows all applicable HIPAA laws regarding the release of private health information.

l) **SERVICE PROVIDER** will provide monthly detail transaction reports for the preceding month itemizing incidents billed, collections made, adjustments made to bills and account aging information and such other reports as are customarily available or as are requested by the **CLIENT**. Reports are provided electronically in Excel or PDF format, or can be mailed to the **CLIENT** monthly.

m) **SERVICE PROVIDER** will furnish upon request, and without additional compensation, such explanation as may be necessary to clarify and interpret its report and other actions taken in accordance with the Agreement.

n) **SERVICE PROVIDER** will provide continuous online access to the **CLIENT** for the purpose of accessing reports via the **SERVICE PROVIDER'S** Crystal Reports server. **SERVICE PROVIDER** will be responsible for training the **CLIENT** on accessing the server and how to run reports. Training will be scheduled at a mutually agreeable time following the execution of this Agreement.



EMS Billing Revenue:

2009: \$1.19 million
 2010: \$1.29 million
 2011: \$694,000 YTD January – June (\$1.38 million annualized)

Net Collection Rates:

2009: 81.0%
 2010: 91.0%

Payer Mix (2010):

Charges:

Medicare:	53.17%
Medicaid:	14.79%
Insurance:	23.42%
Self Pay:	8.58%
Facility:	0.03%

Payments:

Medicare:	47.62%
Medicaid:	8.86%
Insurance:	37.22%
Self Pay:	7.02%
Facility:	0.08%
Interest:	0.01%
Refunds:	-0.81%

Service Improvements:

- ✓ **Own and operate an ImageTrend Rescue Bridge:**
 - EMS Service Bridge
 - EMS Field Bridge Management/Design with “Unique Validation Assignment”
 - Fire Bridge (NFIRS)
 - Mobile Fire Inspection Module
 - Full Time IT Department
 - Efficiencies built into billing system
- ✓ **Data Security**
 - Servers reside at secure, offsite data facility in Janesville WI.
 - Facility staffed 24/7, decreasing downtime
 - Dedicated Fiber Optic Internet for increased connection speeds
- ✓ **Fire Incident Billing**
 - Collect for HAZMAT, Fire Suppression and Extrication services related to MVA’s
 - Average collection rate is 50%
 - Average charges are \$500 per incident
 - Most revenues collected through vehicle insurance policies
- ✓ **Customer Assistance**
 - Extended hours, 6:00am – 10:00pm, M-F
 - Multi-Lingual Employees:
 - Spanish
 - Laotian
 - Hmong
 - Russian
 - Hebrew
 - Japanese

CITY OF EAU CLAIRE, WISCONSIN
AGREEMENT
EMS BILLING AND COLLECTION SERVICES
PROJECT NO. 2012-42

I. NAME OF CONTRACTING PARTIES

This contract is entered into on August 28, 2012, between the City of Eau Claire, 203 South Farwell Street, Eau Claire, Wisconsin 54702-5148, hereafter called the City and Lifeline Systems, Inc. d/b/a LifeQuest, Wautoma WI, 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: Gerald Miller, President/CEO

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 "A", RFP Scope of Work and as described in Attachment "B" proposal. In the event of conflict with terms and conditions of this agreement, the RFP shall be controlling.

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.

Attachment: Eau Claire Contract (4277 : Fire Dept EMS Billing Survey Report)

C. Additional Services

The CONSULTANT shall upon mutual agreement 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 appoints Tom Hoff, Manager of Financial Services to 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 fee of 7.8% of revenues collected in phase I, 18% of revenues collected in phase II and 25% of revenues collected in Phase III.

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 material 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 60 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. CONFIDENTIALITY

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

XII. INDEMNITY

The CONSULTANT shall indemnify and hold harmless the City and the City shall indemnify and hold harmless the Consultant, 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/City or any of its agents, subcontractors, or employees in the performance of services under this Agreement.

XIII. 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.

XIV. CONTROVERSIES

Any controversy or claim arising out of this contract will be settled in accordance with Chapter 2.92 of the City Code of Ordinances.

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 be for five (5) years, 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.

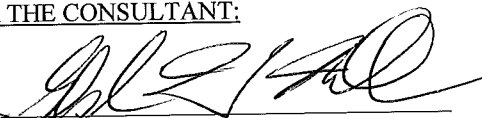
IN WITNESS WHEREOF, the parties have signed this contract as of the day and year first above written.

FOR THE CITY:

BY: _____
Frank Draxler
Purchasing Manager

BY: _____
Brian Amundson
Interim City Manager

FOR THE CONSULTANT:

BY: 
Signature

Gerald W. Miller
Name (typed)

CEO, President
Title

Attachment: Eau Claire Contract (4277 : Fire Dept EMS Billing Survey Report)

ATTACHMENT A



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

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.

LifeQuest acknowledges and accepts this requirement.

LifeQuest provides complete ambulance billing, insurance claim, accounts receivable, and compliant collection methods to the City. Our process includes handling of patient information, exchange, quality control procedures, retrieving patient insurance and personal information, processing payments, and any other required paperwork. Please refer to section 4.2.4 for our detailed response.

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.

LifeQuest acknowledges and accepts this requirement.

LifeQuest determines applicable charges based on criteria established by the City, federal rules and regulations governing Medicare and Medicaid, as well as patient information and run report data.

We closely monitor changes that affect the emergency services billing and collection industry including laws, regulations, industry best practices, and compliance with current allowable rates of Medicare, Medicaid and all insurance providers.

Ensuring Allowable Rates for All Insurance Providers

At LifeQuest we are the experts in Medicare, Medicaid, and third-party billing. We have the processes and procedures in place to ensure that we bill the allowable rates for third-party payors including Medicare, Medicaid, and all other insurance carriers. It is the primary responsibility of our Client Relations Specialist, Nikki Phillips, to maintain these certifications and stay current with the laws, requirements and regulations. She has eight years of experience with Medicare and Medicaid billing. Her resume has been included in Exhibit K of this proposal.

We consider this information to be proprietary and confidential. We will provide additional details during an onsite meeting with the City.



PPMS
Certified
Since 2009



The information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 38



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012



Our Guaranteed Performance and Compliance Paired with Our Security and Quality Certifications Make LifeQuest a Winning Choice.

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.

LifeQuest acknowledges and accepts this requirement.

LifeQuest manages all patient inquiries regarding the status of their account. Our staff is highly trained in dealing with common and uncommon issues that arise with patient inquiries, including both compliments and complaints. You and your patients have immediate access to live customer service representatives during our normal business hours. LifeQuest does not use voicemail for our attended lines. We answer every call every day.

All notices contain a toll-free number to contact our customer services representatives with questions. We also have a secure online payment option for patients to check their account or to pay their bill.

If a patient disputes their billing, LifeQuest immediately notifies 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.

LifeQuest acknowledges and accepts this requirement. We provide technical and customer support for the City throughout the contract, as we have done since 2000.

5. Provide documentation to support accounts designated as uncompensated care write-offs.

LifeQuest acknowledges and accepts this requirement. When we designate an account as uncompensated care write-off, we provide documentation to the City.



PPMS
Certified
Since 2009



The information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 39

Attachment: Eau Claire Contract (4277 : Fire Dept EMS Billing Survey Report)



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

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.

LifeQuest acknowledges and accepts this requirement. We provide detailed transaction reports as required by the City. Please refer to Exhibit E for sample reports.

7. Keep the City informed of proposed or pending legal issues that may affect EMS billings or the billing process.

LifeQuest acknowledges and accepts this requirement.

8. Accept informational transactions from the current software program (currently HTE Inc. but it is expected to be Image Trend Rescue Bridge) that the City utilizes for ambulance reporting and bill accordingly.

LifeQuest acknowledges and accepts this requirement. We will be glad to assist the City of Eau Claire with its transition to ImageTrend's Rescue Bridge. LifeQuest has partnered with ImageTrend and has made significant investments in this technology.

Our LEADERS ImageTrend software is NEMSIS gold-complaint and is designed to capture, store, and report information consistent with this uniform, national EMS data set. Our partnership with ImageTrend will help to ensure that the City's anticipated move to ImageTrend's new ePCR is smooth.

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.

LifeQuest has provided, and will continue to provide, Medical Necessity and Documentation training multiple times to City of Eau Claire EMS and Administration staff, to better 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 ECFD personnel (3 shifts) to update on current billing issues, necessary billing information and report writing.

LifeQuest trains your first responders and business office personnel onsite at your location. We work with your staff to ensure they have a thorough understanding of all requirements for medical necessity and documentation so that our process is a seamless flow of steps from date of service to date of final payment. At the conclusion of training, each participant should be able to:



PPMS
Certified
Since 2009



Completed Type 2 Audit

The information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 40

Attachment: Eau Claire Contract (4277 : Fire Dept EMS Billing Survey Report)



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

- Define key terms related to reimbursement of ambulance services involving Medicare and Medical Assistance recipients.
- Describe the process used by Medicare and Medical Assistance to determine if ambulance services are "covered" or "non-covered".
- Describe the criteria used by Medicare and Medical Assistance to determine if emergency ambulance services are "reasonable", "medically necessary", "unreasonable" or "not medically necessary".
- Describe the criteria used by Medicare and Medical Assistance to determine if non-emergency ambulance services are "reasonable", "medically necessary", "unreasonable" or "not medically necessary".
- Identify situations that require ambulance specific forms and describe how to ensure the forms are accurate can complete.

The training session covers everything you need to capture the data that enables us to bill third-party payors and patients efficiently, as well as medical necessity training. We will also provide training on our client services website, <https://Clients.lifequest-services.com/Login.aspx>, for City staff.

- Provide training for all personnel on the new reporting system.

~~LifeQuest will work with the City of Eau Claire staff to ensure that all staff members are well versed in using the ImageTrend ePCR system that we have proposed.~~

- Provide training for staff on developing and maintaining data reports.

~~LifeQuest will continue to work with the City's staff to train on the development and maintenance of 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.

LifeQuest acknowledges and accepts this requirement. We have provided our insurance certificate as Exhibit L of this proposal.

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.

LifeQuest acknowledges and accepts this requirement. Our toll free number is 888-777-4911. It is published on all documents that the patient receives from LifeQuest.



PPMS
Certified
Since 2009



The information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 41

11-12-12



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

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.

The principal contacts for requests and attorney requests are Erin Jones and Julie Swen. Erin and Julie can be reached at 888-777-4911. We have attached a copy of our SOP as Exhibit P of this proposal.

Our Standard Operating Procedure (SOP) for accepting patient information requests is the request must be in writing (fax and or email is acceptable) a patient release must accompany the request and send to the attention of Erin or Julie. They will process this request in a timely manner. We will then bill the attorney and collect the statutory fees.

12. Accept responsibility for all EMS consumer complaints and compliments.

LifeQuest acknowledges and accepts this requirement. We accept all responsibility for resolving patient complaints and compliments. Yes, we are proud to say that we do receive 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.

LifeQuest acknowledges and accepts this requirement. We provide electronic access to City accounts as required and a full selection of standard and customized reports for the City.

Reports for the City

We provide reporting on a monthly basis to you that summarizes all charges, credits, adjustments, and appropriate balances to provide you with an accounting of all claims whether open or closed in our systems. These monthly reports are uploaded to our website <https://Clients.lifequest-services.com/Login.aspx> within seven business days of the next month and are located in a restricted, secure, Client Only location.

Reports can be downloaded, printed, viewed, or stored at this location. This restricted area also contains service-specific forms as well as other service-related tools and documents. Access to this area is limited to the personnel specifically identified by you and is available seven days a week, 24 hours a day. This website also contains a "Client Only" general access area that is open to you and/or any authorized members of the service. The general access area contains archived access to our newsletter series, recorded training



PPMS
Certified
Since 2009



The Information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 42



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

sessions, streaming video training, streaming audio training, as well as other general information.

Standard Monthly Report Package

LifeQuest provides you with a complete monthly reporting package. Please see Exhibit E for samples of our reports. Standard reports include the following, based on our three phases of billing and collection.

- Income and Expenditures
- Billing Summary for Phase One
- Collections Summary for Phase 2
- Collections Summary for Phase 3
- Billing Reconciliation Summary
- Charge Detail
- Charge Summary
- Credit Detail
- Credit Summary
- Call Detail
- Call Summary
- Aging - Patient Detail
- Aging Summary
- Phase 2 Credit Report
- Phase 2 Placed Collections Report
- Phase 3 Credit Report
- Phase 3 Placed Collections Report

Annual Reports:

- Response Report
- Charges and Credits
- Adjustment Breakdown



The information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 43

Attachment: Eau Claire Contract (4277 : Fire Dept EMS Billing Survey Report)



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

14. Provide use of the successful bidder's Image Trend Rescue Bridge for patient care reporting.

- ~~LifeQuest acknowledges and accepts this requirement. LifeQuest will provide the City with ImageTrend's Rescue Bridge for its ePCR system needs.~~
- ~~LifeQuest is a partner with ImageTrend and currently uses ImageTrend software to upload the City's run reports to the Wisconsin Ambulance Run Data System (WARDS) on behalf of the City of Eau Claire. WARDS is an ImageTrend-based product.~~

15. Provide an Electronic Patient Care Report System, which includes the following. Note: Alternative methods to achieve these same results will be reviewed. Although it indicates "shall" this systems in this section are highly desirable and the proposer shall indicate compliance or an alternative.

- ~~LifeQuest acknowledges and accepts this requirement. Our software is NEMSIS gold-compliant and we are able to accept all NEMSIS-compliant ePCR reports. LifeQuest will include in its price proposal the EPCR System ImageTrend Rescue Bridge.~~

A. NEMSIS gold compliant. The selected system must be designed to capture, store, and report information consistent with this uniform, national EMS data set.

- ~~LifeQuest acknowledges and accepts this requirement. The ImageTrend ePCR product that we are proposing is a NEMSIS Gold-compliant software application and is designed to capture, store, and report information consistent with this uniform, national EMS data set.~~

B. CAD interface. The selected system must recognize and integrate information from the county dispatch CAD software (Sungard HTE CAD 400).

- ~~LifeQuest acknowledges and accepts this requirement. ImageTrend's Rescue Bridge will interface with the City's CAD software.~~

C. Mobile and desktop user interface. The selected system must include the ability to utilize four rugged laptop/mobile computers and provide access from not less than 15 concurrent desktop computers.

- ~~LifeQuest acknowledges and accepts this requirement. The ImageTrend software that we propose has the ability to utilize four or more rugged laptops/mobile computers and provides access to more than fifteen concurrent desktop computers.~~



PPMS
Certified
Since 2009



The information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 44

Attachment: Eau Claire Contract (4277 : Fire Dept EMS Billing Survey Report)



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

D. Multiple users. The ePCR system shall allow for multiple provider and manager IDs (approximately 90).

~~LifeQuest acknowledges and accepts this requirement. The ImageTrend software that we propose has the ability to allow for multiple provider and manager IDs, in excess of ninety IDs to accommodate the City's future needs.~~

E. Design. The selected system shall be designed to be easily completed by field during delivery of emergency care. Users must be able to enter data by touching the screen by finger and/or stylus. Large on-screen buttons are highly desirable.

~~LifeQuest acknowledges and accepts this requirement.~~

F. Compatible with Phillips MRX. The selected system shall be able to interface with the department's current monitor/defibrillator. This will include the ability to capture information from the Events Menu, 4/12 lead ECGs, EtCO2, and vital signs (downloaded into the appropriate ePCR area).

~~LifeQuest acknowledges and accepts this requirement.~~

G. Wireless import and export of data. The selected system shall be able to establish wireless links with the operating server, county dispatch center, medical equipment, recipient facilities, and billing sections.

~~LifeQuest acknowledges and accepts this requirement. The ImageTrend software in conjunction with the Panasonic Toughbooks allows for wireless export and import of data and syncs with the operating server, county dispatch center, medical equipment, recipient facilities and billing software.~~

H. HIPAA compliant. All aspects of the selected system shall be HIPAA compliant. System administrators shall be responsible for security upgrades as required by statute or changes in healthcare practice.

~~LifeQuest acknowledges and accepts this requirement. Our systems are complaint with HIPAA and all applicable laws that guide our industry. We take full responsibility for system upgrades as required to ensure compliant practices with healthcare laws.~~

I. Transmission of patient care data. The preferred system shall offer different options for transmission of patient care data to receiving medical facilities and be capable of printing hard copies.

~~LifeQuest acknowledges and accepts this requirement. We accept all NEMSIS-compliant patient care reports from a variety of systems. Our system is capable of printing hard copy reports.~~



PPMS
Certified
Since 2009



The information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 45

gpm
11-12-12



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

J. Administrative Reports/Quality Assurance activity. The preferred system shall offer department administrators pre-designed quality assurance fields and allow for/facilitate the development of customized filters to access data. Administrators shall be granted access to view all department generated records.

~~LifeQuest acknowledges and accepts this requirement. The ImageTrend software that we propose allows for the customization of quality assurance fields and filtered access to data. Access to information is restricted to authorized City personnel only.~~

K. Customized forms. The selected system shall offer the City the ability to customize standard electronic forms to document activities associated with the delivery of EMS. Forms will include, but not be limited to, signature authorization, release of information, assignment of benefits, HIPAA notice acknowledgement, refusal of treatment/transport, and ambulance transport designation.

~~LifeQuest acknowledges and accepts this requirement. Customized forms provided include but are not limited to the following:~~

- ~~• Medicaid Patient Waiver Form~~
- ~~• Medicare Advanced Beneficiary Notice (ABN)~~
- ~~• Patient Signature Form~~
- ~~• Physician Certification Statement~~
- ~~• HIPAA Notice of Privacy Practices (Protected Health Information)~~
- ~~• Charge Sheet~~

L. Capture patient signatures. The selected system shall electronically capture signatures made upon the screen with a stylus.

~~LifeQuest acknowledges and accepts this requirement. Our software captures patient signatures made with a stylus.~~

M. Capture ECG data. The selected system shall capture, store, and transfer 4 and 12 lead ECGs and code summaries for the Phillips MRX monitor/defibrillators.

~~LifeQuest acknowledges and accepts this requirement. Our system captures, stores, and transfers 4 and 12 lead ECGs and code summaries for Phillips MRX monitor/defibrillators.~~

N. Graphic data. The selected system may offer the ability to capture downloaded photographs.

~~LifeQuest acknowledges and accepts this requirement. Our software has the ability to capture downloaded photographs.~~



PPMS
Certified
Since 2009



The information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 46

Attachment: Eau Claire Contract (4277 : Fire Dept EMS Billing Survey Report)



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

O. Previous patient contact. The selected system shall offer EMS crews the ability to retrieve specific, applicable patient information in the event of multiple contacts.

~~LifeQuest acknowledges and accepts this requirement. Patient information can be retrieved by EMS crews for multiple or subsequent patient contacts.~~

P. Training. The selected contractor shall offer, as part of the annual operational fee, new, remedial, and ongoing training as to facilitate implementation and efficient use of the ePCR. The contractor shall offer group training to the satisfaction of the fire department administration.

~~LifeQuest acknowledges and accepts this requirement. We provide onsite group training for your first responders and your business office. Our qualified instructors work with your staff onsite, at your location. Training for your team ensure that they have a thorough understanding of all requirements for ePCR preparation, changes in laws, regulations, and industry best practices that affect the ambulance billing and collection industries.~~

~~We will continue to work with you to determine the times and dates for ongoing training sessions at your location.~~

Training for the County

Training for the County is provided by Senior Business Development Executive, Chip Kramer. Chip is an EMT-Paramedic and is certified as a Firefighter II. He was a flight paramedic for seven years at a university-based medical center where he was also the marketing coordinator for the flight program. Chip was the operations manager for two years for an ambulance service with 50 employees. He also worked as the general manager for five years at an ambulance service with 150 employees. Chip is a retired captain of a local fire department and served as the training officer for the organization.

Training to Stay Current Industry Changes

In addition to these training sessions, we feel it is our responsibility to closely monitor changes in laws, regulations, and industry best practices that affect the ambulance billing and collection industries.

We keep our clients apprised of any changes through our newsletters, *Vitals* and *Heartbeat*. *Vitals* is used to advise our Clients of issues that need immediate attention. *Heartbeat* is a quarterly publication that provides updates on trends and issues as they occur in the EMS industry. Our NewsQuest eNewsletter is a weekly newsletter focusing on EMS and Fire industry news and trends: This is a weekly service that is provided at no additional cost that may be used for training purposes by your staff. It brings late breaking news that is important to EMS and fire operations.



PPMS
Certified
Since 2009



The information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 47

Attachment: Eau Claire Contract (4277 : Fire Dept EMS Billing Survey Report)



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

Medical Necessity Training for Eau Claire

LifeQuest provides onsite Medical Necessity, proper documentation, and ePCR training as required by your team. Chip works with your staff to ensure they have a thorough understanding of all requirements for medical necessity and documentation so that our process is a seamless flow of steps from date of service to date of final payment. At the conclusion of training, each participant should be able to:

- Define key terms related to reimbursement of ambulance services involving Medicare and Medical Assistance recipients.
- Describe the process used by Medicare and Medical Assistance to determine if ambulance services are “covered” or “non-covered”.
- Describe the criteria used by Medicare and Medical Assistance to determine if emergency ambulance services are “reasonable”, “medically necessary”, “unreasonable” or “not medically necessary”.
- Describe the criteria used by Medicare and Medical Assistance to determine if non-emergency ambulance services are “reasonable”, “medically necessary”, “unreasonable” or “not medically necessary”.
- Identify situations that require ambulance specific forms and describe how to ensure the forms are accurate can complete.

Online Training Information for Your Team

LifeQuest provides training videos for your team to help answer some of the questions and issues that arise. If the County has a new service member or they need to do refresher training, LifeQuest has training videos posted on its general access area of the Client Services website.

Vitals, Heartbeat, and NewsQuest 911 Newsletters

LifeQuest publishes three unique newsletters to keep our client informed on the topics that concern you. The **Vitals** newsletter advises LifeQuest clients on the issues that need immediate attention such as regulatory changes that are going into effect now. **Heartbeat** is a quarterly publication that provides updates on trends and issues as they occur in the EMS industry. Please refer to Exhibit M for sample newsletters.

NewsQuest 911, a free weekly publication, delivering the latest EMS/Fire industry news straight to your inbox. NewsQuest 911 features include the following:



The information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 48

Attachment: Eau Claire Contract (4277 : Fire Dept EMS Billing Survey Report)



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

- The latest news articles from the EMS & Fire industry
- EMS & Fire video news of the week
- Information on grants and funding opportunities as they become available
- Information on upcoming conferences, training, and events
- Fun EMS/Fire trivia in our "Did you Know" section
- Information on current job openings and equipment for sale
- Tip of the week
- And much, much more!

Visit NewsQuest 911 at <http://www.lifequest-services.com/subPages/NQ911/eNewsletter/eNewsletterWeb.aspx>.

Hot Topics Conference

EMS professionals, spend a great deal of time interpreting new laws and regulations that impact your services. The **exclusive LifeQuest Hot Topics in EMS conference** allows you the opportunity to understand this important information. The conference gives attendees the opportunity to speak to EMS and legal experts. Guest speakers attorney Doug Wolfberg, from Page, Wolfberg & Wirth, who will bring you up-to-date on a wide variety of topics and regulatory changes to help you streamline your service, stay compliant, and increase your revenue stream.



LifeQuest Provides State-of-the-Art
Technology to You, with On-Site
Training for Your Field Personnel and
Business Office.

Q. WARDS submission. *The selected system must be designed to capture, store, and report information consistent WARDS and any changes that may be required in the future. The selected agency must provide regularly submit required information to Wisconsin Ambulance Run Data System (WARDS).*

LifeQuest acknowledges and accepts this requirement. As a Wisconsin company, solely focused on the billing and collection of emergency services accounts, LifeQuest systems are designed in accordance with WARDS, and ImageTrend product. The ePCR software we are proposing is an ImageTrend-



PPMS
Certified
Since 2009



The information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 49



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

~~based product. This ensures that the transmission of City data to WARDS
from the city's ePCR system is smooth.~~

16. Provide a minimum of three (3) Image Trend Field Bridge licenses with yearly support.

~~LifeQuest acknowledges and accepts this requirement. Please see our pricing
proposal for the option of four Image Trend Field Bridge licenses including
yearly support, as per the update in Addendum 1 of this RFP.~~

17. City reserves the right to open the contract after one year to negotiate the purchase of an Image Trend Rescue Bridge license.

LifeQuest acknowledges and accepts this requirement.

18. Conduct an annual survey of rates and services for Wisconsin EMS providers and advise allowable reimbursement rates from third party payers.

LifeQuest acknowledges and accepts this requirement. LifeQuest provides an annual rate survey by reviewing comparable services of EMS providers. Please refer to Exhibit Q for our Rate Survey.

19. Ensure responsibility for maintaining all software necessary to fulfill this agreement as well as the computer hardware.

~~LifeQuest acknowledges and accepts this requirement. We take full
responsibility to maintain all software and hardware provided by LifeQuest
required to fulfill our obligation under this agreement.~~



LifeQuest Is Your Expert Source for
Billing Medicare Because We
Guarantee Compliance.

20. Assure compliance with Medicare, Medicaid, and all other federal and state programs. Provide standard operating procedures ("SOP") for adherence to HIPPA Guidelines.

LifeQuest acknowledges and accepts this requirement.

LifeQuest complies with all Medicare and Medicaid guidelines as well as all applicable federal, state and local laws.

LifeQuest's policy regarding Medicare billing is to verify that claims have all the required information before submitting to Medicare or insurance companies to prevent denied claims.



PPMS
Certified
Since 2009



The information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 50

Attachment: Eau Claire Contract (4277 : Fire Dept EMS Billing Survey Report)



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

- LifeQuest's certified ambulance coders review each claim's completeness and accuracy.
- LifeQuest generates over fifty audit reports daily/weekly to verify and validate patient information to ensure that claims are submitted cleanly and denials are kept to a minimum.

HIPAA Compliance

LifeQuest is compliant with HIPAA. We conduct a series of internal and external audits throughout the year to ensure that we maintain our high standards of quality and compliance. LifeQuest is SAS-70 Type II (SSAE-16) and PPMS certified. Our internal IT systems are certified Payment Card Industry (PCI) Data Security Standard (DSS) compliant. LifeQuest strictly adheres to all applicable federal, state, and local laws including HIPAA and the FDCPA. Our compliance plan adheres to the Office of Inspector General (OIG) guidelines for third-party medical billing companies.

In compliance with the OIG requirements, our compliance program is effective and comprehensive, and it includes but is not limited to written policies and procedures regarding billing and confidentiality, standards for ethical and legal conduct, as well as the education of our staff on new laws, regulations, and billing procedures.

Our compliance is demonstrated through our PPMS and SAS-70 Type II (SSAE-16) certifications. Please refer to Exhibit H for our PPMS certificate and Exhibit G for our SAS 70 Type II (SSAE-16) audit letter.

In order to become PPMS certified, LifeQuest is required to meet and exceed HIPAA compliance standards.

We have become a HIPAA resource for our clients as well as other ambulance services in Wisconsin and other states. Our affiliation and relationship with Page, Wolfberg & Wirth, a nationally known EMS law firm, has enabled us to provide advice and suggestions on handling inquiries regarding HIPAA requirements.

PHI Statement

LifeQuest, in accordance with the Privacy and Security Rule, only discloses the minimum amount of patient information that is needed to accomplish the purpose for which the disclosure is made.

This does not in any way limit the amount of patient information that may be exchanged between staff members or between staff members and other health



The information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 51

Attachment: Eau Claire Contract (4277 : Fire Dept EMS Billing Survey Report)



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

care providers during the course of treatment and transport of the patients we serve.

Security of PHI is everyone's responsibility. This policy outlines levels of access to Protected Health Information (PHI) of various staff members of LifeQuest and provides our policy and general procedures on limiting access, disclosure, and use of PHI.

PHI Policy

LifeQuest retains strict requirements on the security, access, disclosure, and use of PHI. Access, disclosure and use of PHI is based on the role of the individual staff member in the organization, and should be only to the extent that the person needs access to patient information to complete necessary responsibilities for LifeQuest.

When PHI is accessed, disclosed and used, the individuals involved make every effort, except in patient care situations, to only access, disclose and use this information to the extent that only the "minimum necessary" amount of information is used to accomplish the intended purpose.

If data is missing, patients and/or hospitals are called immediately and demographics are verified as well as insurance information. We verify insurance coverage with patients to make sure that when we submit a claim for payment, it is processed correctly the first time.

LifeQuest has personnel dedicated specifically to handling denials by insurance companies and government agencies. Rarely do we lose a denial in the initial review stage and, when necessary, we take an account to redetermination, qualified independent contractors (QICs), or an administrative law judge (ALJ).

LifeQuest makes every attempt to establish medical necessity on a claim based on information available. We make sure patients have minimal out-of-pocket expenses on their ambulance accounts.

Whether the insurance coverage is Medicare or commercial insurance, patients have paid for this coverage and expect it. We believe that this is a patient expectation and right. Our efforts are always to maximize the amount of money that insurance companies pay toward these bills.

21. Comply with Federal Trade Commission Identity Theft Red Flag Rules.

LifeQuest acknowledges and accepts this requirement. LifeQuest maintains a detailed Red Flags policy as a part of our Identity Theft Protection Policy as



PPMS
Certified
Since 2009



Completed Type 2 Audit

The information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 52



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

part of our SAS 70 Type II (SSAE-16) audit. As a part of our Red Flags Rule policy, we train our employees to detect identity theft by:

- Verifying the identity of a patient wanting to access information about a covered account
- Authenticating patients who contact us with disputes
- Monitoring transactions and activity on disputed accounts
- Verifying the validity of change of address requests

Upon detection of a Red Flag, the collector records any activities or interactions on patient account. They must also immediately notify the compliance officer via E-mail, gather all related documentation, and give this documentation to the compliance officer. Our QA/QI team reviews all suspicious activity and responds with any or all of the following activities:

- Monitor the account for evidence of identity theft
- Contact the patient
- Reopen the account with a new account number with client's authorization
- Close an existing account and returned with your authorization
- Notify law enforcement
- Determine that no response is warranted under the particular circumstances

22. Any collection agencies referred to by the successful bidder must be bonded and licensed in Wisconsin.

LifeQuest acknowledges and accepts this requirement. We are licensed and bonded in the state of 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.

LifeQuest acknowledges and accepts this requirement. We have provided an all-inclusive fee pertaining to all labor, ~~equipment~~, supplies, postage and any other items, required to provide billing and collection services under this contract. All services provided by this contract comply with Federal, state, and local laws as well as accepted industry standards.

AM
11-12-12



PPMS
Certified
Since 2009



The Information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 53



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

i) Outline the process for transitioning from our current billing provider.

Since LifeQuest is the incumbent on this contract, **a transition plan will not be required, saving the City time and money.**

However when we do transition new clients, LifeQuest uses a systematic work plan, customized to each client's needs and requirements. We have implemented a plan for you in 2000 and have continues to make enhancements throughout our contract with the City. We have provided below a typical work plan that will be the basis for our service to you that demonstrates the overall sequence of events and timeframe for each aspect of the project.

Implementation Plan	
Day	Event Description
Day 1	Bid awarded.
Days 2-8	Contract negotiations held and finalized contract prepared. Start-up Book sent to client First on-site meeting arranged.
Days 8-45	Setup completed in billing software
Day 30	On-site training provided on documentation and medical necessity.
Day 45	Initialization complete; billing services begin.

Once the implementation/start-up phase is complete, we begin to process your bills.

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.

LifeQuest provides onsite Medical Necessity, proper documentation, ^{and} ~~PCR training~~ ^{training} as required by your team, **at no additional cost to the City.** Chip works with your staff to ensure they have a thorough understanding of all requirements for medical necessity and documentation so that our process is a seamless flow of steps from date of service to date of final payment. At the conclusion of training, each participant should be able to:

- Define key terms related to reimbursement of ambulance services involving Medicare and Medical Assistance recipients.



The information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 54

Attachment: Eau Claire Contract (4277 : Fire Dept EMS Billing Survey Report)



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

- Describe the process used by Medicare and Medical Assistance to determine if ambulance services are “covered” or “non-covered”.
- Describe the criteria used by Medicare and Medical Assistance to determine if emergency ambulance services are “reasonable”, “medically necessary”, “unreasonable” or “not medically necessary”.
- Describe the criteria used by Medicare and Medical Assistance to determine if non-emergency ambulance services are “reasonable”, “medically necessary”, “unreasonable” or “not medically necessary”.
- Identify situations that require ambulance specific forms and describe how to ensure the forms are accurate can complete.

Online Training Information for Your Team

LifeQuest provides training videos for your team to help answer some of the questions and issues that arise. If the County has a new service member or they need to do refresher training, LifeQuest has training videos posted on its general access area of the Client Services website.

Vitals, Heartbeat, and NewsQuest 911 Newsletters

LifeQuest publishes three unique newsletters to keep our client informed on the topics that concern you. The **Vitals** newsletter advises LifeQuest clients on the issues that need immediate attention such as regulatory changes that are going into effect now. **Heartbeat** is a quarterly publication that provides updates on trends and issues as they occur in the EMS industry. Please refer to Exhibit M for sample newsletters.

NewsQuest 911, a free weekly publication, delivering the latest EMS/Fire industry news straight to your inbox. NewsQuest 911 features include the following:

- The latest news articles from the EMS & Fire industry
- EMS & Fire video news of the week
- Information on grants and funding opportunities as they become available
- Information on upcoming conferences, training, and events
- Fun EMS/Fire trivia in our "Did you Know" section
- Information on current job openings and equipment for sale



PPMS
Certified
Since 2009!



The information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 55



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

- Tip of the week
- And much, much more!

Visit NewsQuest 911 at <http://www.lifequest-services.com/subPages/NQ911/eNewsletter/eNewsletterWeb.aspx>.

Hot Topics Conference

EMS professionals, spend a great deal of time interpreting new laws and regulations that impact your services. The **exclusive LifeQuest Hot Topics in EMS conference** allows you the opportunity to understand this important information. The conference gives attendees the opportunity to speak to EMS and legal experts. Guest speakers attorney Doug Wolfberg, from Page, Wolfberg & Wirth, who will bring you up-to-date on a wide variety of topics and regulatory changes to help you streamline your service, stay compliant, and increase your revenue stream.



LifeQuest Provides State-of-the-Art
Technology to You, with On-Site
Training for Your Field Personnel and
Business Office.

k) Describe in detail how the City would recover from a default by the successful proposer during the contractual period.

We believe that our twelve year history with the City of Eau Claire has proven that we will not default on any aspect of our contract.

We will gladly discuss the City's requirements for default during an onsite meeting at Eau Claire.

l) Outline the process to return all paper documentation and any electronic or other supporting information in the case of termination of the contract.

The information that we acquire in our collection and billing efforts is the property of the City. Upon termination of the contract, LifeQuest will, within a reasonable, agreed upon timeframe, provide all hard and soft copy data to the City in the format that you request.



PPMS
Certified
Since 2009!



Completed Type 2 Audit

The information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 56

Attachment: Eau Claire Contract (4277 : Fire Dept EMS Billing Survey Report)



The City of Eau Claire, Wisconsin
RFP for Billing and Collection Services
for Emergency Medical Response
Due: June 28, 2012

m) Describe the Electronic Patient Care Report System and any other software and hardware, provided to the City of Eau Claire. Describe how you meet these system requirements as stated in the scope of work.

We propose ImageTrend's Rescue Bridge ePCR software. Our ePCR system is LEADERS™ (LifeQuest Technologies Emergency Ambulance & Fire Data Electronic Reporting System), an ImageTrend product. LEADERS, a NEMSIS gold-compliant ImageTrend application, is a comprehensive, paperless, Web-based reporting system for EMS and fire services. LEADERS features include:

~~Administration Management~~

- ~~Customized Service setup, Staff accounts & permissions~~
- ~~Tracking and managing of employee training~~
- ~~Inventory management, tracking, & upkeep~~
- ~~General reports, Customized reports, & Customizable knowledgebase~~

~~Run Management~~

- ~~QA/QI review and notification, & Adding and editing of runs~~
- ~~Run validation to improve staff accuracy~~
- ~~Track and view run history~~
- ~~Customizable knowledgebase~~

~~Data Management~~

- ~~Import data quickly and easily~~
- ~~Export data to a centralized database and/or billing software~~
- ~~Full search capabilities~~

~~Staff Management~~

- ~~Staff demographics, & Staff profiles~~
- ~~Staff certification renewal tracking~~

~~Currently, more than 100 LifeQuest clients use LEADERS. Our partnership with ImageTrend will ensure that the City's software migration will be smooth.~~

GM
11-12-12



PPMS
Certified
Since 2009



The information contained in this document is proprietary, confidential, and a trade secret of LifeQuest, Inc.

Page 57

Attachment: Eau Claire Contract (4277 : Fire Dept EMS Billing Survey Report)

Attachment B

LIFEQUEST Services



RFP Procurement# 2012-42

Pricing Proposal

Prepared for Purchasing Department
City of Eau Claire
2035 Farwell Street
Eau Claire, WI 54701

To be opened

Thursday, June 28, 2012 at 4:00 p.m. (CST)

Lifeline Systems, Inc. d/b/a LifeQuest Services
Providing LifeQuest 911 Pro Billing & LifeQuest Collections

Address: N2930 State Road 22, Wautoma, WI, 54982

Phone: (888) 777-4911 Fax: (920) 787-4033

Email: jmiller@lifequest-services.com

Web: www.lifequest-services.com

Contact: Gerald (Jerry) Miller
Client/Patient Advocate, President/CEO

Large enough to serve you, small enough to care!

 **SAS70**
Completed Type II Audit

PPMS
CERTIFIED
SINCE 2009!





Billing and Collections for EMS and Fire

Disclosure or Release of Copyrighted, Confidential, and Trade Secret Material

Contained within this proposal are copyrighted and confidential documents that are subject to trade secret protection under Wisconsin Statute sections 19.36 and 134.90, respectively, and/or are subject to the protections afforded by federal copyright law. Be advised that the exclusive right to reproduce and disclose these documents is maintained by Lifeline Systems Inc., d/b/a LifeQuest or Life Technology Solutions, Inc., d/b/a LifeQuest Technologies. Accordingly, should this proposal, or any part thereof, marked with any of the following designations, become the subject of an open records request, disclosure is prohibited. In the event that you must disclose all or part of the proposal, be advised that you must first comply with the "notice" provisions of Wisconsin Statute section 19.356.

PROTECTABILITY OF TRADE SECRETS FROM DISCLOSURE

Contained in this proposal are documents that include proprietary and otherwise confidential information afforded protection from release under Wisconsin's Uniform Trade Secrets Act. The specific documents are identified with a stamp indicating one or both of the following notices:

"CONFIDENTIAL"

"TRADE SECRET"

Under no circumstances may the portions of this proposal containing these designations be released with respect to an open records request without first complying with the "notice" provisions contained in Wisconsin Statute section 19.356.

PROTECTABILITY OF COPYRIGHTED INFORMATION

Copyright 2012 © Lifeline Systems Inc.

**The entirety of this manuscript is copyrighted and may not
be copied or used without the express permission of Lifeline
Systems Inc.**

Attachment: Eau Claire Contract (4277 : Fire Dept EMS Billing Survey Report)



Billing and Collections for EMS and Fire

June 26, 2012

Patty LaPoint
Purchasing Department
City of Eau Claire
203 S. Farwell Street
Eau Claire, WI 54701

Regarding: RFP for Billing and Collection Services for Emergency Medical Response/
Procurement No. 2012-42

Dear Patty:

On behalf of Lifeline Systems, Inc. d/b/a LifeQuest Services (LifeQuest), I am pleased to submit this cost proposal to you in response to the Request for Proposal (RFP) presented by the City of Eau Claire, Wisconsin (the City), for Billing and Collection Services for Emergency Medical Response (EMS).

We believe this cost proposal to be competitive and backed by the excellent service that we have provided the City over the past twelve years. We look forward to continuing this relationship.

As the incumbent on this contract, we are excited about this opportunity and look forward to continuing to serving you. If you have any questions, do not hesitate to contact me at 888-777-4911 or via email at chip@lifequest-services.com.

Sincerely,

Earl (Chip) Kramer, EMT-P, FF II
Senior Business Development Executive

Attachment: Eau Claire Contract (4277 : Fire Dept EMS Billing Survey Report)



Experience LifeQuest Services' Extreme Collection Rates

COSTS / FEE PROPOSAL

Initial Startup Costs *No Charge*

On-site Training *No Charge*

LifeQuest 911 Pro Billing Package

~~**Option 1. Billing & Collections Without Image Trend Software**~~

~~Phase I 6.2% Phase II 18% Phase III 25%~~

~~**Option 2. Billing & Collections With 4 Image Trend Field Bridge Licenses**~~

~~Phase I 6.8% Phase II 18% Phase III 25%~~

LifeQuest Billing Package

Option 3. Billing & Collections Without Image Trend Software

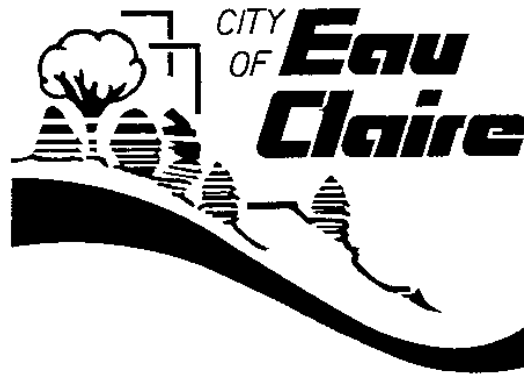
Phase I 7.8% Phase II 18% Phase III 25%

~~**Option 4. Billing & Collections With 4 Image Trend Field Bridge Licenses**~~

~~Phase I 8.2% Phase II 18% Phase III 25%~~

JK
11-12-12

CITY OF EAU CLAIRE, WISCONSIN



REQUEST FOR PROPOSALS PROVIDE BILLING AND COLLECTION SERVICES FOR EMERGENCY MEDICAL RESPONSE PROCUREMENT NO. 2012-42

**Submission Deadline:
Thursday, June 28, 2012
4:00 P.M. Local Time**

TABLE OF CONTENTS
Procurement No. 2012-42

Section	Page No.
I. Introduction	3
II. Scope of Work	4
III. Responsibility of the City	8
IV. Instructions to Submitters	11
V. Preparing and Submitting Proposal	13
VI. Schedule of Activities	15
VII. Negotiations	15
Draft of City of Eau Claire Agreement Form	
Attachment “A” - Price Proposal Submittal Form	

REQUEST FOR PROPOSALS
PROVIDE BILLING AND COLLECTION SERVICES
FOR
EMERGENCY MEDICAL RESPONSE
PROCUREMENT NO. 2012-42

I. INTRODUCTION

The City of Eau Claire, hereinafter referred to as the City, is requesting proposals for both the Billing and the 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 PLAN: In 2011, net revenues to the City were \$1,682,945.00 and in 2010 \$1,447,713.00. This is net of billing and collection expenses associated with these services. The current cost for these services: 8% in first phase collections, 18% in second and 33% in third. Expenses paid to the current contractor for 2011: \$216,326.00 and for 2010: \$190,904.00.

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 this contract is five (5) years subject to an annual review and satisfactory performance with a five (5) year extension option based on mutual agreement, unless the City chooses to exercise an option to cancel the agreement with a 60-day written notice.

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 three (3) 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 HTE Inc. but it is expected to be Image Trend Rescue Bridge) 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 ECFD 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. 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. Provide use of the successful bidder's Image Trend Rescue Bridge for patient care reporting.
15. Provide an Electronic Patient Care Report System, which includes the following. Note: Alternative methods to achieve these same results will be reviewed. Although it indicates "shall" this systems in this section are highly desirable and the proposer shall indicate compliance or an alternative.
 - A. **NEMSIS gold compliant.** The selected system must be designed to capture, store, and report information consistent with this uniform, national EMS data set.
 - B. **CAD interface.** The selected system must recognize and integrate information from the county dispatch CAD software (Sungaurd HTE CAD 400).
 - C. **Mobile and desktop user interface.** The selected system must include the ability to utilize four rugged laptop/mobile computers and provide access from not less than 15 concurrent desktop computers.
 - D. **Multiple users.** The ePCR system shall allow for multiple provider and manager IDs (approximately 90).
 - E. **Design.** The selected system shall be designed to be easily completed by field during delivery of emergency care. Users must be able to enter data by touching the screen by finger and/or stylus. Large on-screen buttons are highly desirable.
 - F. **Compatible with Phillips MRX.** The selected system shall be able to interface with the department's current monitor/defibrillator. This will include the ability to capture information from the *Events* Menu, 4/12 lead ECGs, EtCO2, and vital signs (downloaded into the appropriate ePCR area).
 - G. **Wireless import and export of data.** The selected system shall be able to establish wireless links with the operating server, county dispatch center, medical equipment, recipient facilities, and billing sections.
 - H. **HIPAA compliant.** All aspects of the selected system shall be HIPPA compliant. System administrators shall be responsible for security upgrades as required by statute or changes in healthcare practice.

- I. Transmission of patient care data.** The preferred system shall offer different options for transmission of patient care data to receiving medical facilities and be capable of printing hard copies.
- J. Administrative Reports/Quality Assurance activity.** The preferred system shall offer department administrators pre-designed quality assurance fields and allow for/facilitate the development of customized filters to access data. Administrators shall be granted access to view all department generated records.
- K. Customized forms.** The selected system shall offer the City the ability to customize standard electronic forms to document activities associated with the delivery of EMS. Forms will include, but not be limited to, signature authorization, release of information, assignment of benefits, HIPAA notice acknowledgement, refusal of treatment/transport, and ambulance transport designation.
- L. Capture patient signatures.** The selected system shall electronically capture signatures made upon the screen with a stylus.
- M. Capture ECG data.** The selected system shall capture, store, and transfer 4 and 12 lead ECGs and code summaries for the Phillips MRX monitor/defibrillators.
- N. Graphic data.** The selected system may offer the ability to capture downloaded photographs.
- O. Previous patient contact.** The selected system shall offer EMS crews the ability to retrieve specific, applicable patient information in the event of multiple contacts.
- P. Training.** The selected contractor shall offer, as part of the annual operational fee, new, remedial, and ongoing training as to facilitate implementation and efficient use of the ePCR. The contractor shall offer group training to the satisfaction of the fire department administration.
- Q. WARDS submission.** The selected system must be designed to capture, store, and report information consistent WARDS and any changes that may be required in the future. The selected agency must provide regularly submit required information to Wisconsin Ambulance Run Data System (WARDS).

- 16. Provide a minimum of three (3) Image Trend Field Bridge licenses with yearly support.
- 17. City reserves the right to open the contract after one year to negotiate the purchase of an Image Trend Rescue Bridge license.
- 18. Conduct an annual survey of rates and services for Wisconsin EMS providers and advise allowable reimbursement rates from third party payers.
- 19. Ensure responsibility for maintaining all software necessary to fulfill this agreement as well as the computer hardware.

20. Assure compliance with Medicare, Medicaid, and all other federal and state programs. Provide standard operating procedures ("SOP") for adherence to HIPPA Guidelines.

21. Comply with Federal Trade Commission Identity Theft Red Flag Rules.

22. 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 Eau Claire 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 **(to be appointed)** or his designee for matters relating to collections and **(to be appointed)** or his 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 "Image Trend Rescue Bridge" 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.

EMS RATES		2012	
Service		Res	NonRes
BLS Non-Emergency		745.00	995.00
BLS Emergency		745.00	995.00
BLS Non-Emergency Transfer (No Special Services)		730.00	980.00
BLS Emergency Transfer (No Special Services)		730.00	980.00
ALS1 Non-Emergency Transfer		840.00	1090.00
ALS1 Emergency Transfer		840.00	1090.00
ALS1 Non-Emergency		800.00	1100.00
ALS1 Emergency		800.00	1100.00
ALS2 Transfer		955.00	1205.00
ALS2		965.00	1215.00
SCT		1050.00	1300.00
On Scene Care - ALS		760.00	1010.00
ALS1 Intercept Base Rate		230.00	
Personal Medical Assist – Non-Emergency		200.00	
Mileage BLS		15.50	
Mileage ALS		15.50	
Oxygen - Local		70.00	
Spinal Immobilization		150.00	
Helipad		255.00	
Livery Transport		575.00	

2011 REPORT ON CHARGES (INVOICES)		
DESCRIPTION	COUNT	TOTAL
Base Rate	5,212	\$ 4,538,165
Mileage	20,885	\$ 292,325
Procedures	325	\$ 38,390
Disposables	27,663	\$ 89,745
Supplies	11,513	\$ 136,375
Drugs	8,452	\$ 166,120
Total Processed		\$5,261,120

2011 REPORT ON CREDIT (PAYMENTS RECEIVED DURING 2011)		
DESCRIPTION	COUNT	TOTAL
Cash	1637	\$275,855
Credit Card	159	\$25,260
Insurance Checks	5110	\$1,155,745
Adjustments	8065	\$3,075,000
Direct Deposit	3386	\$652,955
Contract Pay	78	\$19,370
Over Payments	159	- \$23,990
Refunds/Recoupments	13	- \$2,190.00
Total		\$5,178,005

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 Purchasing Manager must be notified in writing. Only interpretations or corrections of the RFP made in writing through addenda by the Purchasing Manager will be considered binding. The Purchasing Manager 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.

3.3 Submission of Proposals

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

Procurement No. 2012-42

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 - RFP 2012-42”** clearly marked on the envelope. The information must be addressed to:

U.S. Mail:

Purchasing Department
City of Eau Claire
PO Box 5148
Eau Claire, WI 54702-5148

UPS, FedEx, etc.:

Purchasing Department
City of Eau Claire
203 S. Farwell Street
Eau Claire, WI 54701

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** (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).

3.4 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.

3.5 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.

3.6 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 Eau Claire.

3.7 Incurring Costs

The City of Eau Claire is not liable for any cost incurred by proposers in replying to this RFP. The City of Eau Claire 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 Eau Claire.

3.8 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.

3.9 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.

3.10 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;

3.11 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.

3.12 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 Eau Claire Purchasing Department, 203 S. Farwell Street, P.O. Box 5148, Eau Claire, Wisconsin 54702-5148, telephone (715) 839-4916 or email: Patricia.Lapoint@eauclairewi.gov Deadline for questions is 5:00 PM Local Time on June 21, 2012 as noted in timetable on page 14 of this RFP.

3.13 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 billing provider.
- 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 Eau Claire. 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 Eau Claire.

VI. SCHEDULE OF ACTIVITIES

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

5.1 Timetable

- ☐ RFP available for distribution..... June 1, 2012
- ☐ Deadline for receipt of questions June 21, 2012
- ☐ Deadline for submittal of RFP June 28, 2012 @
..... 4:00 PM Local Time
- ☐ Short List Determination..... Week of July 3, 2012
- ☐ Consultant Interviews (if requested)..... Week of July 16, 2012
- ☐ Council approval of selected consultant July 24, 2012

VII. NEGOTIATIONS

6.1 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.

6.2 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.

6.3 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 EAU CLAIRE, WISCONSIN

AGREEMENT

**PROVIDE BILLING AND COLLECTION SERVICES
FOR EMERGENCY MEDICAL RESPONSE
PROJECT NO. 2012-42**

I. NAME OF CONTRACTING PARTIES

This contract is entered into on _____ 20__, between the City of Eau Claire, 203 South Farwell Street, Eau Claire, Wisconsin 54702-5148, 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 appoints _____ to 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. CONTROVERSIES

Any controversy or claim arising out of this contract will be settled in accordance with Chapter 2.92 of the City Code of Ordinances.

XVI. 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.

XVII. 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.

XVIII. 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: _____
Frank Draxler
Purchasing Manager

BY: _____
Signature

BY: _____
Brian Amundson
Interim City Manager

Name (typed)

Title

ATTACHMENT "A"
PRICE PROPOSAL SUBMITTAL FORM
PROJECT NO. 2012-42

TO THE CITY OF EAU CLAIRE, WISCONSIN:

If awarded the contract, I hereby agree to furnish the supplies and services in accordance with the RFP for Project No. 2012-42 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)



ADDENDUM NO. 1

Date: June 15, 2012

RE: Procurement No. 2012-42

Provide Billing and Collection Services for Emergency Medical Response

This addendum is issued to modify, clarify or supplement the original Request for Proposal (RFP) for the referenced project and is hereby included in and made a part thereof. Please acknowledge receipt by signing below and returning a copy of this addendum with your Proposal.

CLARIFICATION:

1) Page 6 - Item 16.

Change the amount of ImageTrend Field Bridge licenses from three (3) to four (4).

Therefore, the line should read:

“Provide a minimum of four (4) ImageTrend Field Bridge licenses with yearly support.”

QUESTIONS & ANSWERS:

1. Page 3 indicated a three phased pricing schedule and collections approach. Can you please describe each phase and what each step entails. ***The three phases approach is a method used by our current vendor and are not required as part of the proposal. Each phase is more intensive than the last. Each firm may propose their own solution.***
2. How is the City currently receiving payments? Does the City have a lockbox? ***Our current provider receives and processes our payments.***
3. Does the City currently use a collection agency for delinquent accounts? If yes, would you prefer to stay with the current provider or are you looking to each vendor for a recommendation? ***Our current provider offers collection services on delinquent accounts for ambulance. The City requests that the successful builder contracts with a collection agency if they do not do collections.***
4. You have requested pricing for mobile hardware. ***No hardware is required.***
 - a. Can you please provide the specs for the preferred hardware? ***N/A***
 - b. How many hardware units do you need? ***N/A***
 - c. Is your current CAD vendor (Sunguard) willing and able to work with ImageTrend to provide an interface? ***Image Trend has assured us that they will be able to provide the CAD interface.***
5. Who is your current EMS billing provider and what are they charging? ***The current provider is LifeQuest. The percentages are shown in the RFP.***
6. In effort to create the best fit pricing and revenue projections, we are requesting the following data points for the most recent fiscal year (presumably 2011).
 - a. Page 9 indicated 5,212 billable transports for 2011. Please confirm. ***See chart below.***
 - b. What percent of these transports were BLS? ALS? ALS2? ***See chart below.***
 - c. What percent of your transports were residents vs. non-residents? ***See chart below.***

**Eau Claire Fire & Rescue Department
2011 ALS vs. BLS Comparison**

	Resident	Non Resident	Total
BLS	1561	710	2271
ALS	1883	1033	2916
TOTAL	3444	1743	*5187
Percent BLS	30%	14%	
Percent ALS	36%	20%	
Mileage	10943.4	9934.5	*20877.9

**Average mileage per call is 4.03 miles.*

(This does not include calls where no charges were applied)

- d. Please confirm that your total gross charges for dates of service in 2011 were \$5,261,120 (page 9) and net revenue for dates of service in 2011 was \$1,682,945 (page 3).
The revenue is gross, not net. Fees are \$216,325.86
- e. What percent of your CHARGES were sent to Medicare? Medicaid? 3rd Party Insurance? uninsured patients?
Medicare: 57.86
Medicaid: 14.3
3rd Party: 16.8
Uninsured: 11.04
- f. What percent of your PAYMENTS came from Medicare? Medicaid? 3rd Party Insurance? uninsured patients?
Medicare: 49.36
Medicaid: 6.87
3rd Party: 30.73
Uninsured: 13.04
- g. What were your Medicare contractual write-off amounts in 2011?
Medicare: \$1,847,000
Medical Assistance: \$611,500
HIRSP: \$7,290
Tricare: \$9,320
Contractual: \$4,155
- h. What were your Medicaid contractual write-off amounts in 2011? *See Above.*
- i. Did you have any “other” contractual write-off amounts in 2011? *Yes* If so, please list the write off category and amount. *See Above.*
- j. Do you perform non-emergency transports? *Yes.* If so, how many? *Approximately, 116 in 2011.* And what is the fee? *\$730 Resident and \$980 Non-Resident.*
- k. Do you charge for treatment no transport? *Yes - ALS* If so, how many? *Approximately, 111 in 2011.* And what is the fee? *\$760 Resident and \$1010 Non-Resident.*
- l. Are you a participating provider with any private insurance companies? *No.* If so, which ones, what are the volumes and established rates? *N/A*

7. Which hospitals do you transport to?
Sacred Heart Hospital – Eau Claire *Luther-Mayo Hospital – Eau Claire*
St. Joseph’s Hospital – Chippewa Falls *Osseo Hospital*
Menomonie Hospital *Durand Hospital*
8. Can the City please elaborate on item #2, page 3: “Have the capacity to acquire all required permits, coordinate with necessary approving/monitoring agencies.” *Any business permits or requirements, for example, HIPPA compliance and Red Flag rules.*
9. Can the City please define what it considers “uncompensated care write-offs” as referenced in item #5 on page 4? “Provide documentation to support accounts designated as uncompensated care write-offs.” *Any accounts that are written off should have supporting documentation accessible by the City.*
10. The City states that it currently utilizes HTE but is expecting to use Image Trend Rescue Bridge...Does the City currently have a contract/plans to transition to Image Trend? Or is it expected of a prospective vendor to provide ImageTrend Rescue Bridge Licenses? *The City does not have a current contract with Image Trend. The plan is to utilize the vendor’s Rescue Bridge license initially for EMS reporting only. Once Image Trend improves their Rescue Bridge to meet the City’s approval on the staffing/rosters component, the City would like to move toward purchasing the Rescue Bridge with the vendor’s assistance.*
11. Can the City please clarify what its expectations are of the vendor regarding providing a complete ePCR solution? *Point 15 under Section 11A. Scope of Work.* Is the City looking for a prospective vendor to provide hardware AND software? *Software.* The RFP specifies a minimum of licenses – how many does the City actually need? *Minimum of four with the option of having six total.*
12. The RFP specified the City’s intent to move to Image Trend, but gives specifications for an ePCR solution. Is the City looking for alternative ePCR solutions rather than Image Trend? *Alternatives will be reviewed, but the City would prefer to stay with Image Trend.*
13. Is the City happy with the level of service they are receiving from their current billing vendor? *Yes.*
14. The City indicates an incremental commission structure, based on “phases.” Could the City please define what constitutes each phase? *The phases are the method used by our current vendor and are not required as part of the proposal. Each phase is more intensive than the last.*
15. What is the City’s level of technical support they are expecting to receive?
Per RFP, Scope of Work A. 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.
16. What is the City’s 2011 payer mix broken down by Private Pay, Medicare, Medicaid, and Commercial Insurance payers?
- Medicare: *49.36*
 - Medicaid: *6.87*
 - Private Insurance: *30.73*
 - Self-Pay: *13.04*

17. In 2011, what was your organization's transport payer mix (percentage) for **charges** as follows:
 - a. Medicare: **57.86**
 - b. Medicaid: **14.3**
 - c. Private Insurance: **16.8**
 - d. Self-Pay: **11.04**
18. In 2011, what was your organization's transport payer mix (percentage) for **payments** as follows:
 - e. Medicare: **49.36**
 - f. Medicaid: **6.87**
 - g. Private Insurance: **30.73**
 - h. Self-Pay: **13.04**
19. What were your total transports in 2011? **See chart above.**
20. What were your total charges in 2011? **\$5,261,120**
21. What is the average loaded mileage distance within the area you cover? **See chart above.**
22. In 2011, what percentage of your transports were coded BLS? ALS1? ALS2? **See chart above.**
23. Are all transport vehicles ALS-staffed? **Primary – yes, Reserve – yes and no.**
24. What are your charge rates for ALS1? ALS2? BLS? Mileage?
ALS1: \$850 Resident, \$1100 Non-Resident
ALS2: \$965 Resident, \$1215 Non-Resident
Mileage: \$15.50
25. Who is your current EMS billing vendor? **LifeQuest.** Can you explain the 3 “phases” that are referenced in the RFP and what each phase represents? **The phases are the method used by our current vendor and are not required as part of the proposal. Each phase is more intensive than the last.**
26. What is your anticipated start date if a new vendor is selected? **September 2012.**
27. How do you and/or the current vendor obtain patient demographic and insurance information? **A “fact sheet” is collected from the hospitals on each patient. Social Security numbers are strongly encouraged, but not mandated. Insurance card copies are also encouraged.**
28. What are your primary transport hospitals? In 2011, what percentage of all transports went to each hospital? **Sacred Heart Hospital – 44%, Mayo Eau Claire – 55%**
29. Question II (a) (15) provides detail as to what the City desires in a new ePCR program; on the other hand, question II (A) (8) states that the City expects to move its ePCR platform from HTE to ImageTrend. Our question is: Do you want vendors to quote an entirely new ePCR solution independent of ImageTrend or should all vendors assume the City is moving in the direction of ImageTrend and quote a price based on adding ImageTrend? **Alternatives will be reviewed, but the City is moving toward and would prefer to stay with Image Trend.**



Patty LaPoint
Purchasing Technician
City of Eau Claire

Acknowledgement:

Company Name

Signature

Name Typed or Printed

Date



ADDENDUM NO. 2

Date: June 19, 2012

RE: Procurement No. 2012-42
Provide Billing and Collection Services for Emergency Medical Response

This addendum is issued to modify, clarify or supplement the original Request for Proposal (RFP) for the referenced project and is hereby included in and made a part thereof. Please acknowledge receipt by signing below and returning a copy of this addendum with your proposal.

QUESTIONS & ANSWERS:

- 1) Does the number of \$1,682,945 represent the actual dollars that were deposited in the City's EMS billing account for the calendar year of 2011? **No.** If not, what was that number? ***This is the revenue excluding regional service. See information attached.***
- 2) Does the number \$5,261,120 represent the total gross charges for 2011? **Yes.** If not, what was that number?

CLARIFICATION:

Regional revenue was not listed in the RFP. See Lifequest reports attached. Gross revenue for 2011 including regional revenue is \$2,267,042 as shown in the attachment. Excluding regional revenue, the total is \$1,682,945. Currently, the City separates these for tracking purposes and receives reports from the provider to do so.

Patty LaPoint
Purchasing Technician
City of Eau Claire

Acknowledgement:

Company Name

Signature

Name Typed or Printed

Date

Attachment: Eau Claire Addendum 2 (4277 : Fire Dept EMS Billing Survey Report)



Quality • Speed • Service

A Service Provided By LifeQuest—

CITY OF EAU CLAIRE FIRE AND RESCUE

Charges and Credits

January 1, 2011 to December 31, 2011

Month	Charges*	Credits	Adjustments
January '11	\$543,079.19	\$181,464.45	\$224,489.48
February '11	\$412,256.35	\$229,443.43	\$310,233.49
March '11	\$402,872.50	\$194,750.33	\$232,056.92
April '11	\$498,755.77	\$199,056.90	\$279,493.59
May '11	\$429,035.96	\$197,647.47	\$245,795.59
June '11	\$464,249.44	\$193,142.35	\$281,370.24
July '11	\$418,543.16	\$173,616.97	\$258,398.39
August '11	\$505,697.96	\$212,077.78	\$304,711.00
September '11	\$420,648.21	\$178,452.34	\$249,465.50
October '11	\$357,781.94	\$157,311.22	\$212,049.64
November '11	\$438,569.33	\$158,448.05	\$233,594.06
December '11	\$439,486.08	\$191,138.13	\$272,251.23
Totals	\$5,330,975.89	\$2,266,549.42	\$3,103,909.13

*Monthly charges include run fees, interest or service fees assessed to patient's accounts if applicable.

Attachment: Eau Claire Addendum 2 (4277 : Fire Dept EMS Billing Survey Report)

CITY OF EAU CLAIRE FIRE AND RESCUE

Executive Summary Worksheet

January 1, 2011 to December 31, 2011

Revenue Summary

Month	2011				
	Charges	Gross Rev.	Service Rev.	LifeQuest Rev.	LifeQuest %
January '11	\$544,558.99	\$181,464.45	\$165,371.97	\$16,092.48	8.87%
February '11	\$409,127.67	\$229,443.43	\$205,064.78	\$24,378.65	10.63%
March '11	\$401,965.01	\$194,750.33	\$173,287.89	\$21,462.44	11.02%
April '11	\$499,319.81	\$199,056.90	\$179,041.55	\$20,015.35	10.06%
May '11	\$427,700.72	\$197,647.47	\$179,552.24	\$18,095.23	9.16%
June '11	\$467,510.63	\$193,142.35	\$175,078.26	\$18,064.09	9.35%
July '11	\$414,969.24	\$173,802.86	\$158,177.70	\$15,625.16	8.99%
August '11	\$507,843.50	\$212,077.78	\$192,995.24	\$19,082.54	9.00%
September '11	\$417,639.33	\$178,452.34	\$161,495.42	\$16,956.92	9.50%
October '11	\$360,734.37	\$157,618.05	\$143,687.34	\$13,930.71	8.84%
November '11	\$439,586.40	\$158,448.05	\$144,487.54	\$13,960.51	8.81%
December '11	\$439,603.26	\$191,138.13	\$173,771.48	\$17,366.65	9.09%
2011 Total	\$5,330,558.93	\$2,267,042.14	\$2,052,011.41	\$215,030.73	9.49%
Grand Totals	\$5,330,558.93	\$2,267,042.14	\$2,052,011.41	\$215,030.73	9.49%

Revenue By Phase Summary

Phase	2011			
	Charges	Gross Revenue	Service Revenue	LifeQuest Revenue
Phase 1	\$4,666,733.82	\$2,103,495.72	\$1,935,216.07	\$168,279.65
Phase 2	\$122,672.15	\$48,128.41	\$39,465.29	\$8,663.12
Phase 3	\$541,152.96	\$115,418.01	\$77,330.05	\$38,087.96
2011 Total	\$5,330,558.93	\$2,267,042.14	\$2,052,011.41	\$215,030.73

Revenue Collected By Phase Summary

Phase	Charges	Gross Revenue	Collected Percentage	Service Revenue	LifeQuest Revenue
Phase 1	\$4,666,733.82	\$2,103,495.72	92.79%	\$1,935,216.07	\$168,279.65
Phase 2	\$122,672.15	\$48,128.41	2.12%	\$39,465.29	\$8,663.12
Phase 3	\$541,152.96	\$115,418.01	5.09%	\$77,330.05	\$38,087.96
Grand Totals	\$5,330,558.93	\$2,267,042.14	100.00%	\$2,052,011.41	\$215,030.73

Attachment: Eau Claire Addendum 2 (4277 : Fire Dept EMS Billing Survey Report)



Quality • Speed • Service

A Service Provided By LifeQuest—

CITY OF EAU CLAIRE FIRE AND RESCUE

Adjustment Breakdown

January 1, 2011 to December 31, 2011

Type of Adjustment	Amount	Percentage
BANKRUPTCY	\$0.00	0.00%
DECEASED NO ESTATE	\$13,041.67	0.42%
MEDICARE WRITE OFF	\$0.00	0.00%
MIN OP < \$5.00	\$(33.10)	0.00%
MEDICAL ASST WRITE OFF	\$2,376.84	0.08%
MISC MINIMUM BAL ADJ < \$5	\$1,278.06	0.04%
APPROVED WRITE OFF	\$839.16	0.03%
MINIMUM BALANCE ADJ NO CT	\$0.00	0.00%
ATTORNEY FEE ADJUSTMNT	\$0.00	0.00%
INTERCEPT ADJUSTMENT	\$17,515.21	0.56%
HARDSHIP DISCOUNT	\$0.00	0.00%
BILLED IN ERROR	\$0.00	0.00%
FROM OLD SYSTEM	\$0.00	0.00%
CREDIT TAGGED	\$0.00	0.00%
CREDIT TAG UNABLE LOCT	\$0.00	0.00%
W/COMP ADJUSTMENT	\$1,268.53	0.04%
HIRSP ADJUSTMENT	\$7,286.40	0.23%
APPROVED ADJ -NO CREDIT TAG	\$0.00	0.00%
SETTLEMENT	\$0.00	0.00%
CONTRACTUAL ADJUSTMENT	\$4,155.20	0.13%
PER CONTRACT	\$0.00	0.00%
NOT MEDICALLY NECESSARY	\$26,865.71	0.87%
UNABLE TO LOCATE	\$0.00	0.00%
TRICARE ADJUSTMENT	\$9,316.13	0.30%
PROVIDER NOT CERTIFIED	\$1,289.87	0.04%
MEDICARE ADJUSTMENT	\$1,783,346.01	57.45%
BC/BS ADJUSTMENT	\$53.93	0.00%
TOO OLD TO SUBMIT	\$1,234.40	0.04%
MEDICAL ASSIST ADJUST	\$610,795.40	19.68%
CONVENIENCE FEE ADJUSTMENT	\$(287.64)	-0.01%
INTEREST OFFSET	\$(33.64)	0.00%
COLLECTIONS ADJUSTMENT	\$28,907.97	0.93%
LIFEQUEST COLLECTIONS	\$594,696.02	19.16%
PROBATE FEE ADJUSTMENT	\$(3.00)	0.00%
Totals	\$3,103,909.13	100.00%

* Medicare, Medical Assistance, Bankruptcy, Intercept, Gunderson, Alliance, BC/BS, HIRSP, WEA Trust, Not Medically Necessary, Med Assoc, Tri-Care, Interest Offset, and Workers Compensation Adjustments are required by state and federal laws.

* Misc Minimum Balance Adjustments include: small balances that are not cost effective to bill for; for balances at or below \$5.00.

* Minimum Balance Adjustment - No Credit Tag Adjustments include: accounts between \$5.01 and \$19.99



Quality • Speed • Service

A Service Provided By LifeQuest—

- * Approved Adjustment - No Credit Tag Adjustments include: State Tax Refund Intercept Program (TRIPs) accounts between \$20.00 and \$49.99
- * Approved Write Offs include: accounts that your service authorizes an adjustment of part or all of the account, i.e... the account is deemed uncollectible.
- * Per Contract Adjustments include: accounts that are not pursued according to your services requests and contract arrangements with LifeQuest.
- * Prior to LifeQuest are payments that were received prior to utilizing LifeQuest.
- * Billed in Error Adjustments include: corrections that are made to an account due to an error on a charge sheet. i.e... an EMT marks on the charge sheet that a long board was not returned and it really was.
- * Too Old to Submit include: old accounts where it is discovered that the patient has Medicare and/or Medical Assistance. Due to the date of the transport we are unable to bill Medicare and/or Medical Assistance.
- * Provider Not Certified are claims that are unable to be billed to Medicaid and/or the patient due to the service's Medicaid Certification lapse.
- * Employee Adjustments are discounts for past and current employees of the ambulance service.
- * LifeQuest Collections Adjustments are accounts that have moved from the billing to collection phases.
- * Collection Adjustments are adjustments made in the collection phases which include Medicare, Misc Minimum Balance, Tri-Care, Interest, and any other contractual-type adjustments.



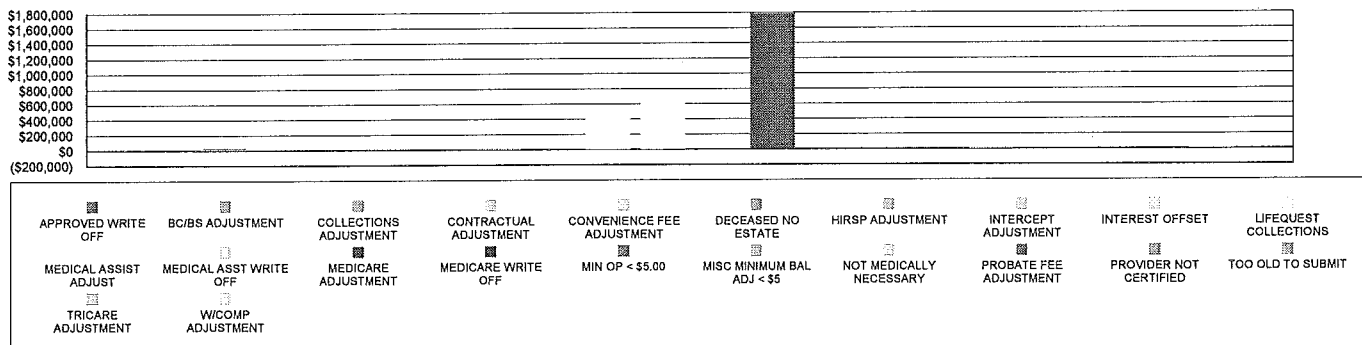
Quality • Speed • Service

A Service Provided By LifeQuest—

CITY OF EAU CLAIRE FIRE AND RESCUE

Adjustment Breakdown

January 1, 2011 to December 31, 2011



Attachment: Eau Claire Addendum 2 (4277 : Fire Dept EMS Billing Survey Report)



Quality • Speed • Service

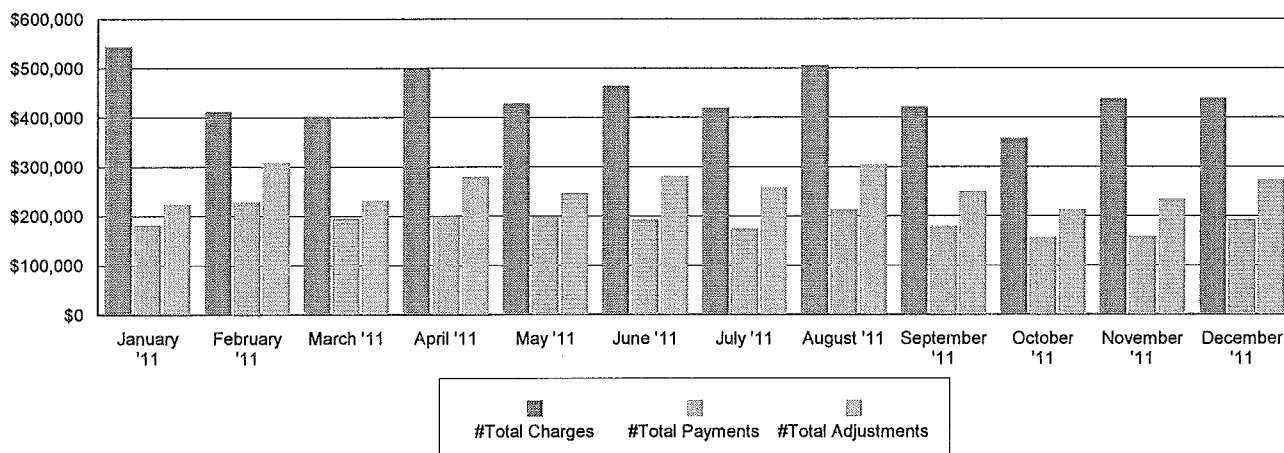
A Service Provided By LifeQuest—

CITY OF EAU CLAIRE FIRE AND RESCUE

Charges and Credits

January 1, 2011 to December 31, 2011

Charges, Payments and Adjustments





ADDENDUM NO. 3

Date: June 22, 2012

RE: Procurement No. 2012-42
Provide Billing and Collection Services for Emergency Medical Response

This addendum is issued to modify, clarify or supplement the original Request for Proposal (RFP) for the referenced project and is hereby included in and made a part thereof. Please acknowledge receipt by signing below and returning a copy of this addendum with your proposal.

QUESTIONS & ANSWERS:

1. We have received Addenda 1 and 2. As a follow up to the last addenda, can you please define "regional revenue"? *Regional services revenue is for contractual services outside of the Eau Claire city limits, which include the following communities:*

<i>Altoona</i>	<i>Brunswick</i>	<i>Fall Creek</i>	<i>Lincoln</i>	<i>Ludington</i>	<i>Pleasant Valley</i>
<i>Rock Creek</i>	<i>Rock Falls</i>	<i>Seymour</i>	<i>Spring Brook</i>	<i>Union</i>	<i>Washington</i>
2. Does the City allow outstanding balances to be reported to a credit bureau and is legal action (small claims, liens, etc.) allowed? *Yes. The City allows what the State of Wisconsin allows.*
3. Will the new Contractor be taking over existing A/R, or will Lifequest continue to pursue? *Whoever is awarded this contract will be taking over existing A/R.*
4. During the transition to ImageTrend, will the City continue to use their current HTE software? *Yes. The city plans on using ImageTrend for the EMS reporting only until ImageTrend can provide a program, specifically Rosters that is equivalent to or exceeds the capabilities of the HTE software. Until that time, all reporting other than EMS will continue to be entered into HTE.*
5. Is there a go live date set with ImageTrend? *There is no official go live date, but the City would like to begin EMS reporting with ImageTrend no later than January 1, 2013. Sooner if possible.*
6. Page 14 of the original RFP section 4.2.4 h) states: Indicate how your firm provides the services stated under the Scope of Work #1 thru 28. I only see 1-22. *Typographical error was made. There are only 22 points.*
7. How is the insurance information currently obtained and sent to Lifequest? Is it accessible through the WARDS system? *EMS crews collect a financial sheet from the hospital for each patient that is transported. These FIN sheets have most of the patient's insurance information on them. These sheets along with the signature form, charge sheet and trip sheet are currently scanned and sent electronically to Lifequest 2 -3 times per week.*



Patty LaPoint
Purchasing Technician
City of Eau Claire

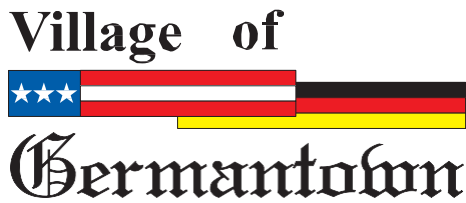
Acknowledgement:

Company Name

Signature

Name Typed or Printed

Date

**Fire Department**

N115 W18752 Edison Drive
 Germantown, Wisconsin 53022
 Phone: (262) 502-4701
 Fax: (262) 502-4744

Gary L. Weiss
 Fire Chief

REQUEST FOR PROPOSALS
 EMERGENCY MEDICAL SERVICES BILLING



The Village of Germantown Fire Department is requesting proposals from qualified companies to conduct EMS Billing for the fire department's ambulance responses. Including:

- Pre-Invoice Verifications.
- Electronic Submission to Insurance Companies.
- Ability to Develop Customized Reports.
- Experience with the Wisconsin Tax Intercept Program.
- Licensed Collection Service.
- Continuous Updates of Codes and Fee Reviews.
- Follow up for current Insurance information.
- Statement Billing for Patients
- [Handle Attorney or Insurance Company Requests](#)
- [Current Medicare/Medicaid Certifications](#)
- [Complete ACH/ETF Deposits to Village Accounts](#)
- [Monthly Reports to include Charge Detail, Deposit information, Call Reports, Adjustments, Aging and Refunds](#)
- [National 800 service for clients & patients](#)
- [Ambulance report archiving and security](#)

Optionally:

- Image Trend Reporting Software.
- Image Trend Setup.
- All Required Licensing and Support.
- CAD Interface Downloads.
- On-Site Training.

Proposals shall be in letter form with any supporting documentation attached.

- a) Net Cost for Dollars Collected in Percentage.
- b) Net Cost for Delinquent Debt Collection in Percentage.
- c) List of EMS Clients in the Washington County, Milwaukee County or Ozaukee County Areas.
- d) Any other information which you wish to provide to support your proposal.

Submit your proposal to:

Gary L. Weiss, Fire Chief
 Village of Germantown Fire Department
 N115 W18752 Edison Drive
 Germantown, WI 53022
 (2162) 502-4701

Attachment: Germantown RFP (4277 : Fire Dept EMS Billing Survey Report)

Proposals must be submitted by **4:00 p.m. CST, Thursday, June 25, 2015.**

The Village of Germantown reserves the right to reject any or all proposals, to wave formalities, and to select the firm which, in the Village's sole judgment, can best perform the scope of services required.



**De Pere Fire Rescue
EMS Billing Survey
Report to City Council and
Finance and Personnel Committee
January 12, 2016**

NARRATIVE

This report has been prepared at the request of the De Pere City Council Finance and Personnel Committee. The Fire Department appeared before the Committee in a closed door session and reviewed a prepared presentation on Tuesday, December 8, 2015. This briefing included the history and background, findings, path forward and the Fire Rescue Staff's recommendations to the City Council Committee.

A review of the findings and recommendations included the following items:

1. The current billing system is not working for the City of De Pere. Significant issues that must be resolved included:
 - EMS Billing error rate
 - EMS Billing collection rate
 - EMS Billing cycle time
 - Customer service provided to the Department
 - Training issues for Fire Rescue Staff
2. The Fire Department does not have a comprehensive Records Management System (RMS). Portions of several systems are currently being used, to include manual, handwritten records to document and record the operations of the Department.

The Fire Department Staff's recommendations are as follows:

1. Purchase and implement a comprehensive, modern and up to date RMS, which includes many components beyond just the medical billing needs; such as:
 - A. Staffing and overtime scheduler
 - B. Fixed asset inventory system
 - C. Fire prevention inspection reporting
 - D. Surveillance testing of employee life safety equipment:
 - I. Aerial ladders
 - II. Ground ladders
 - III. Pump capacity
 - IV. Self-contained breathing apparatus testing
 - V. Face Fit testing

- E. Training certification levels
- F. On-going training course delivery documentation. The Department needs a record keeping system to properly, efficiently and effectively manage information.

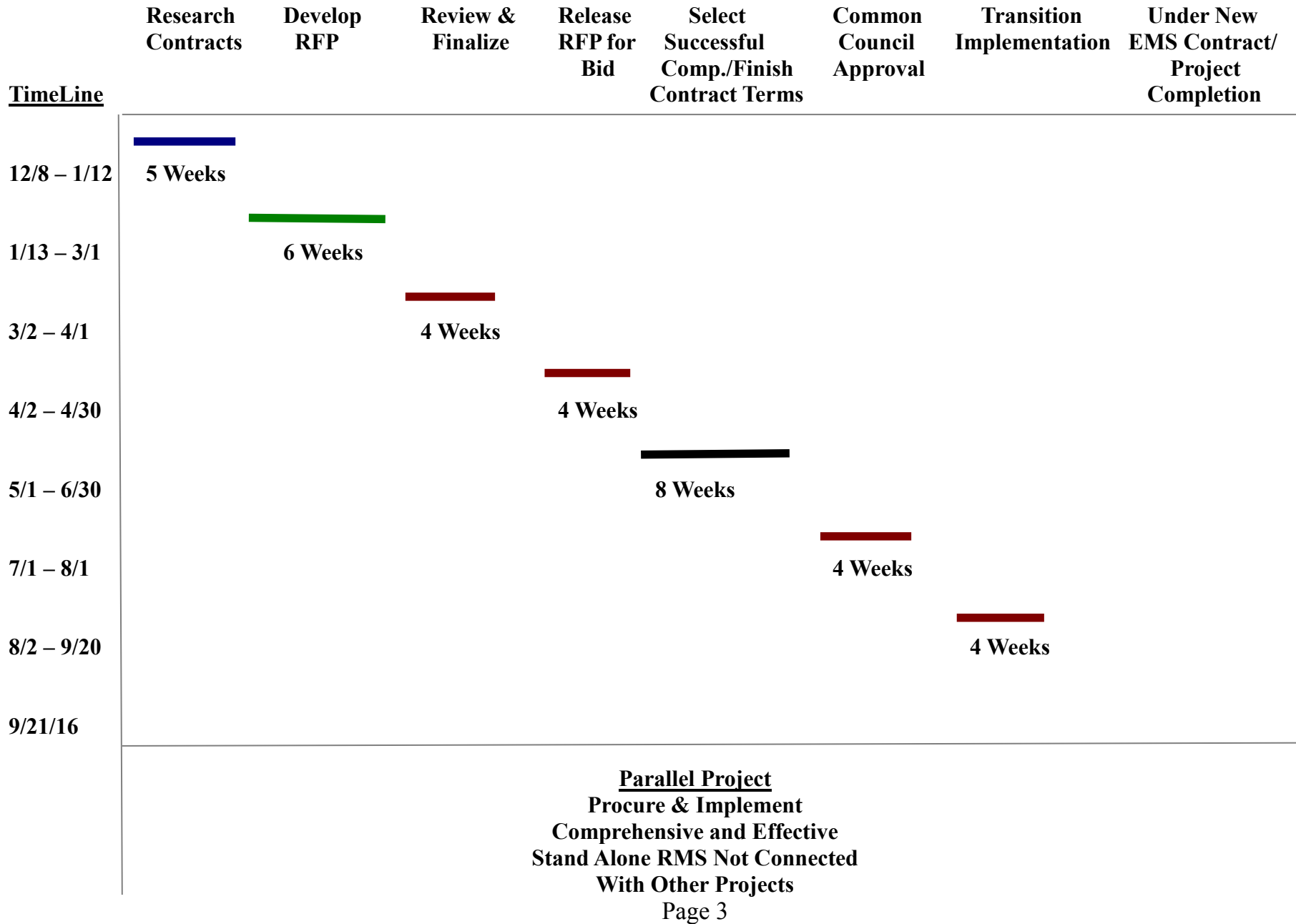
Projected Cost: \$20,000 initial fee

Annual Subscription Fee: \$8,000 (year 2 and beyond)

The purchase of a RMS should move forward as soon as possible, independent of any other contracts or agreements that the City may enter into with an EMS billing company.

2. The Department is preparing a draft Request for Proposal (RFP) for qualified vendors to provide emergency medical services billing company. The draft RFP will be completed in the first quarter of 2016, with the target date of March 1, 2016. The RFP will be submitted to the City Administrator's office for review and comment.
3. The timeline that the Department will be working towards is finishing the contact with the current vendor (EMS Medical Billing Associates) on September 20, 2016 and having a newly selected company ready to make the transition on September 21, 2016 (see timeline).
4. Once a new contract is in place and operational, a transition should be made to the Finance Department for monitoring, interpretation and oversight. The Fire Department does not have any employees trained or skilled in accounting principles.
5. The project timeline includes:

ACTIVITIES



**DE PERE FIRE RESCUE
EMS BILLING SURVEY**



	DEPARTMENT	BLS	ALS	BILLING FIRM	ePCR PLATFORM	% FEE	COLLECTION AGENCY	COLLECTION RATE	PERFORMANCE MEASURES	RFP	CONTRACT
1	Green Bay		X	Inter-Medix	Image Trend	4.34	Inter-Medix		None	Yes	Yes
2	Two Rivers		X	EMS Medical	Image Trend	N/A	N/A		N/A	No	No
3	Madison		X	Inter-Medix	Image Trend	4.25	Credit Management Control		None	Yes	Yes
4	Wausau		X	RFP Out	N/A	6.8	Life Quest		None	Yes	Yes
5	Fond du Lac		X	EMS Medical	Image Trend	7	EMS Medical		None	Yes	Yes
6	Eau Claire		X	Life Quest	Image Trend	7.8	Life Quest		None	Yes	Yes
7	Valders EMS		X	Cvikota	N/A	7	Finance Systems of GB		2 independent audits, good results	No	No
8	Germantown		X	3 Rivers	N/A	6.5	3 Rivers		None	Yes	No
9	Marshfield		X	In House	Rescue Net/ Fire RMS	N/A	N/A		None	No	No
10	De Pere	X	X	EMS Medical Billing Assoc., LLC	Image Trend	7%	Americollect	56%	None	Yes	Yes
N/A=Not Available											

City of De Pere, Wisconsin**Request For Finance/Personnel Committee Action**

MEETING DATE: January 12, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consideration of Memorandum of Agreement with Union(s) for Use of City Facilities for Weight Room.

City of De Pere, Wisconsin**Request For Finance/Personnel Committee Action**

MEETING DATE: January 12, 2016
DEPARTMENT: City Attorney
FROM: Judith Schmidt-Lehman
SUBJECT: Update on Status of Police and Fire Union Contract Negotiations.

Information will be distributed at the meeting.