



## NOTICE TO BIDDERS

Sealed proposals will be received by the City of Stephenville, at City Hall, 298 W Washington Street, Stephenville, TX 76401 until 3:00 pm, Friday, September 23, 2022, at which time proposals duly delivered and submitted will be considered for:

### **EMERGENCY MEDICAL SERVICE BILLING AND COLLECTIONS**

Proposals should be addressed to Tricia Wortley, Purchasing Manager, 298 W. Washington, Stephenville, TX 76401.

Any proposal received after stated closing time will be returned unopened. If proposals are sent by mail to the City, the bidder shall be responsible for actual delivery of the proposal to the City Secretary before the advertised date and hour for opening of proposals. If mail is delayed either in the postal service or in the internal mail system of the City of Stephenville beyond the date and hour set for the proposal opening, proposals thus delayed will not be considered and will be returned unopened.

Until the final award by the City of Stephenville, said City reserves the right to reject any and/or all proposals, to waive technicalities, to re-advertise, to proceed otherwise when the best interest of the City will be realized hereby. Proposal award is not solely based on price alone.

**All proposals must be submitted on original forms.** Any changes to the form or failure to label packaging on the proposal, may disqualify it. All packaging on proposals (including courier envelope) will be submitted sealed and plainly marked with:

**NAME AND ADDRESS OF BIDDER  
EMS BILLING & COLLECTIONS  
PROPOSAL NUMBER 3043**

It is not the intent of the City of Stephenville to offer proprietary specifications, or to eliminate any vendor from bidding by the use of brand names. If brand names are used it is for example only and understood the "or equal" will be accepted.

Proposals shall be held firm for a period of 60 days unless otherwise stated in the specifications, instructions to bidders, or on the bid sheet.

**PLEASE NOTE THAT MOST COURIER SERVICES DO NOT OFFER BEFORE  
10:30 AM SERVICE TO STEPHENVILLE**

**RFP 3043**

## STANDARD INSTRUCTIONS TO BIDDERS

Bids that contain any omission, erasures, or alterations, or additions of items not called for in the bid documents, or irregularities of any kind, may or may not be considered.

Deviations from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

Upon bidders submitting bids they shall not withdraw or cancel such bids and all sums deposited with such bids will be held by the City of Stephenville until all bids submitted shall have been canvassed and award of contract made, signed and if a performance bonds is required furnished and approved. All sums deposited with bids will then be returned to the respective bidders.

The City of Stephenville, Texas is exempt from State of Texas Sales Tax and a Tax Exemption Certificate shall be furnished by the City of Stephenville, Texas to the successful bidder upon request.

No employee of the City of Stephenville shall have financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, material, supplies or services.

Discounts: Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice.

This contract is subject to cancellation upon thirty day written notice by the City of Stephenville without cause.

Liquidated Damages: In the event delivery is not made within the stated time period, (without acceptable reasons for delay and written consent from the City) the City reserves the right to place the order with the next available vendor and the awardee shall be liable for any increase in price as liquidated damages, it being agreed that said

sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes; conscription's of property, governmental regulations, acts of God, or any other causes beyond his control; provided an extension of time is obtained from the Division of Purchasing.

Exceptions: Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and grade. Bids on other items of similar and equal quality will be considered, provided the bidder states on the face of this proposal exactly what he intends to furnish, including any variation to the specifications and literature, otherwise he shall be required to furnish the items as specified on the proposal. Any other exceptions to any portions of these terms and conditions or deviations from written specifications shall be shown in writing on the bid document form or attached to bid form.

Quantities: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the supplier shall not have any claim against the City of Stephenville for quantities less than the estimated amount.

Prices: The bidder should show in the bid document both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

Delivery Date: Bidders shall state delivery date on all order.

F.O.B Point: All prices of item(s) shall be quoted FOB City of Stephenville destination.

The City of Stephenville reserves the right to award this bid in whole or in part.

## STANDARD INSTRUCTIONS TO BIDDERS

It is desirable that bids are accompanied by two sets of specifications to support items bid. The City of Stephenville reserves the right to determine specification requirements on all items bid.

**Eligible Bidder:** Bidders are limited to those persons or firms qualified and engaged in a full time business and can assume liabilities for any performance or warranty service required.

**Nonresident-Reciprocal Bid Act:** You are advised the City of Stephenville, Texas is bound by House Bill 620. The law provides that in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. After making that determination you are instructed to advise the Purchasing Department in writing of that fact with a copy of the applicable state statute.

Based on local government code 252.043, the contract will be awarded to the lowest responsible bidder **OR** to the bidder who provides goods or services at the best value for the municipality. Therefore price is not the only consideration in the bid award.

By signing this bid, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory.

Please be advised that Stephenville does not receive courier services before 10:30 a.m.



**CITY OF STEPHENVILLE, TEXAS  
FIRE DEPARTMENT**

**REQUEST FOR PROPOSAL (RFP)  
EMERGENCY MEDICAL SERVICE  
BILLING AND COLLECTIONS**

**RFP #3043**

**DUE DATE:  
September 23, 2022 BY 3:00 P.M.**

CITY OF STEPHENVILLE  
298 WASHINGTON ST.  
STEPHENVILLE, TX 76401  
254-918-1220

SECTION I: CALENDAR FOR EMERGENCY MEDICAL SERVICE BILLING SERVICES  
CONTRACT ..... 3

SECTION II: INTRODUCTION ..... 3

SECTION III: DEFINITIONS ..... 4

SECTION IV: TECHNICAL SPECIFICATIONS ..... 4

SECTION V: TERMS AND CONDITIONS ..... 11

    TAB A: QUALIFICATIONS AND EXPERIENCE ..... 14

    TAB B: PROCEDURES ..... 14

    TAB C: REPORTING ..... 15

    TAB D: RATES AND EXPENSES ..... 16

    TAB E: REFERENCES ..... 16

    TAB F: CERTIFICATION PAGE ..... 16

    TAB G: ADDITIONAL SERVICES ..... 16

SECTION VI: EVALUATION FACTORS ..... 17

APPENDIX A: CERTIFICATE OF INTERESTED PARTIES ..... 18

ATTACHMENT A: LETTER OF CERTIFICATION ..... 19

EXHIBIT A: FINANCIAL HARDSHIP POLICY ..... 20

## SECTION I: CALENDAR FOR EMERGENCY MEDICAL SERVICE BILLING SERVICES CONTRACT

1 <sup>ST</sup> Advertisement for RFP	<u>September 3, 2022</u>
2 <sup>ND</sup> Advertisement for RFP	<u>September 10, 2022</u>
<b>RFP Submittal Due Date</b>	<b><u>September 23 2022, at 3:00 p.m</u></b>
RFP Submittal Committee Review	<u>October 11, 2022</u>
RFP Recommendation to Council Committee	<u>October 18, 2022</u>
Tentative Council Award Date	<u>November 1, 2022</u>

## SECTION II: INTRODUCTION

The City of Stephenville is soliciting RFP submittals from Emergency Medical Service (EMS) billing and collections contractors who are interested and qualified to provide the required product and services as indicated herein. It is the intent of the City to select a single provider to accomplish all the services outlined in this request.

Submissions will be evaluated utilizing the criteria herein and should be accompanied by: one (1) original copy, four (4) additional hard copies, and one (1) electronic copy of the complete RFP response. The electronic copy MUST be combined as a single file. The RFP should be returned in a sealed envelope bearing the following information on the outside of the submittal envelope: the name and address of the respondent, as well as "City of Stephenville RFP EMS Billing and Collections."

Sealed response packages will be accepted until **3:00 p.m. Friday, September 23, 2022.**

CITY OF STEPHENVILLE, TEXAS  
ATTN: TRICIA WORTLEY, PURCHASING MANAGER  
298 W. WASHINGTON  
STEPHENVILLE, TX 76401  
254-918-1227

## SECTION III: DEFINITIONS

To simplify the language throughout this document, the following definitions shall apply:

CITY OF STEPHENVILLE – Same as “City”.

CITY COUNCIL – Elected officials of the City of Stephenville, Texas, given the authority to exercise such powers and jurisdiction of all City business, as conferred by the State Constitution of the State of Texas, laws, statutes, and/or the City of Stephenville Home Rule Charter.

CONTRACT – An agreement between the City and a Contractor to furnish supplies and/or services over a designated period of time, during which repeated purchases are made of the commodity and/or service specified.

CITY – The government of the City of Stephenville, Texas.

CONTRACTOR – The successful Offeror of this request.

ePCR – Electronic Patient Care Report, this is a reporting system that is used to document each response, is the permanent patient record of treatment and is stored in electronic format.

SFD – Stephenville Fire Department.

OFFEROR or FIRM – Contractors submitting proposals in response to this RFP.

RFP – Request for Proposal

## SECTION IV: TECHNICAL SPECIFICATIONS

### BACKGROUND

Stephenville, Texas is a community with a population of about 23,110. Stephenville is the Erath County seat and is located about 70 miles southwest of Fort Worth, Texas. Agriculture is Stephenville’s leading industry and Erath County accounts for over 8% of the state’s total milk production. Four of the 10 leading employers are manufacturing firms with the remainder in education, retail, and health care services. Tarleton State University provides further economic stability with over 8,000 enrolled students and 1,100 employees at the main campus in Stephenville.

Stephenville Fire Department (SFD) provides Mobile Intensive Care and Advanced Life Support services to include treatment and transport of clients to area multiple hospitals. The Department utilizes 2 ambulances for patient transport. In fiscal year 2021, the Department was called to render aid to more than 1800 patients and transported more than 900 patients to area hospital emergency facilities.

Ambulance billing for the City is currently contracted. The City pursues delinquent accounts through a collections process with the current billing provider.

**2020** Gross Charges \$3,342,678; Adjustments \$2,669,192; Net charges \$673,486; Collections \$656,964  
**2021** Gross Charges \$3,329,297; Adjustments \$2,491,691; Net charges \$837,606; Collections \$818,152

**Approximate Payer Mix:**

- Medicare 25%
- Medicaid 4%
- Private Insurance 32%
- ASPP UNCOM Care 34%
- Self-Pay 5%

The Provider currently receives payments, remittance advices, explanation of benefits, and any other reimbursement documentation, processes the information, and forwards all payments to the City along with a payment application/balance due report and an invoice for the Provider's fee.

**SCOPE OF WORK**

It is the intent of the City to contract with one (1) Firm for the billing and collection of ambulance fees. The City is requesting RFP submittals from qualified Offerors for the billing and collection of ambulance fees. The resulting contract shall remain in full force and effect with fixed prices for a period of thirty-six (36) months, subject to an annual performance review by the Fire Department and Finance Department. The City shall have the option of extending this contract for additional one-year periods, subject to approval of funding and review of the service provided by the Contractor. Contract shall be extended upon mutual agreement of both the Firm and the City. Offerors should provide a sample of their standard services contract along with their proposal for City review. The contents of any resulting contract shall be subject to negotiation and consent on the part of both the City and the Firm.

The Offeror shall include satisfactory assurances under the "business associate" provisions of the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations that the Offeror will safeguard the City's protected health information in accordance with the standards set forth in the privacy rule.

The Offeror will facilitate the provision of the latest National Emergency Medical Service Information System (NEMSIS) compliant electronic patient care reporting (ePCR) system of the City's choosing and required computer hardware. The ePCR and hardware are discussed in further detail under the ePCR Requirements section of this RFP.

The Contractor will charge a flat percentage, all-inclusive fee for billing services. Separate fees for provision of ESO as the ePCR provider and hardware will be detailed as well. The ePCR system must have the approval of SFD prior to consideration.

The Contractor shall carry and provide proof of insurance with a minimum of \$1,000,000.00 coverage.

**BILLING AND COLLECTIONS**

The Contractor will be responsible for providing billing, accounts receivable, and delinquent account collection services for the City's Emergency Medical Services (EMS). Any use of a sub-contracted collections agency for delinquent accounts by the Contractor will be at the Contractor's expense. The City may submit to the Contractor all unbilled ambulance calls with a date of service of Tuesday, November 1, 2022 (anticipated contract start date) and later. The Contractor shall invoice all ambulance calls submitted by the City from that date forward.

The Contractor will review current EMS billing activities and rate schedules and make recommendations to City on any rate adjustments that may be necessary.

The Contractor will use professionally trained and fully compliant coders to manually review and code all run reports.



The Contractor shall file initial client billings and customer insurance claims within five (5) working days from receipt of transport information from SFD. The Contractor shall not have the right to refuse to bill and collect any EMS fee.

Information for ambulance billing is often gathered under urgent conditions and may be incomplete. The Contractor shall obtain any missing data necessary for billing through telephone or e-mail queries from the appropriate source: the ePCR provider, SFD, the receiving hospital, or the patient. (Using the postal mail system for such inquiries is discouraged and only viable if telephone contact numbers are unavailable.)

The Contractor shall provide a proposed billing and collection procedure including sample bills, letters, notices, language, and timelines. The Contractor shall work with the City to formalize and implement City authorized billing and collection protocol.

The Contractor shall be responsible for rebilling the insurance company for its portion of a bill if the claim is not paid in accordance with the City's terms. If correspondence with the insurance company is required, a copy of the correspondence should be sent to the customer/patient.

To obtain prompt payment of accounts the Contractor shall request patients, insurance carriers, or other responsible parties to pay any outstanding balance within thirty (30) days of the billing date.

The Contractor shall agree to implement new fee schedules from time to time, as directed by the City.

The Contractor will be required to bill the patient's secondary and tertiary insurance carriers (if applicable).

The Contractor must be fully compliant with all rules related to all forms of medical billing. Contractor must also provide proof of a compliance program adhering to proper billing guidelines; shall provide a copy of the companies' policies and procedures; and shall denote the existence of a compliance officer for the company, internal auditors if retained, Office of Inspector General (OIG) compliance procedures, billing enforcing standards and quality assurance and control program. In addition, the Contractor shall provide proof of an audit program that satisfies the rules established by Centers for Medicare and Medicaid Services (CMS).

The Contractor will be responsible for timely submittals to insurance companies, Medicare, and Medicaid. If the Contractor fails to bill insurance companies, Medicare, or Medicaid in a timely manner, which leads to lost collections, the Contractor may be held liable for reimbursement to the City for the amount of those lost collections.

The Contractor shall be equipped with computer operations to receive and send data electronically; shall have the capability of electronically transmitting claims to Medicare; and will indicate if they are filing electronically for any service at this time and how other types of insurance filing will be handled.

The Contractor shall proactively work with City staff to implement and maintain procedures which facilitate the electronic exchange of all data necessary to accomplish the billing, collection, and reporting requirements of this RFP.

The Contractor shall use the National Provider Identification (NPI) number for Stephenville EMS.

The Contractor will work with City staff to ensure that all requirements of HIPAA are met, including, but not limited to distributing Privacy Notices, in the form required by the City, to all EMS customers.

The Contractor will be required to collect the patient's signature in cases where the City's EMS personnel were unable to obtain a signature during transport. The record of this signature shall be maintained by the Contractor for review by Medicare and City auditors. The Contractor shall make and document no less than two (2) attempts to obtain the patient's signature.

The Contractor must make every effort possible to make collection within 180 days of initial billing without jeopardizing the goodwill of the City.

The Contractor may authorize self-pay patients to liquidate any outstanding balance on an installment basis. No interest shall be charged to patients for these extended terms. Patients making payments on an installment basis shall be tracked by the Contractor. Any patient making prompt, regular installment payments shall not be turned over to a collection agency.

If a hardship case is brought to the attention of the Contractor or the City, the City's "Financial Hardship Policy" will be followed, (See Exhibit A).

As part of the collection of accounts receivable, the Contractor will be required to pay for all postage, computer equipment, billing software, computer supplies, envelopes, address labels, letterhead, insurance claim forms, Privacy Notices, and all other supplies needed to collect the amount due.

The City recognizes that under Medicare guidelines, the City can only bill the Medicare patient the amount that the Medicare Explanation of Benefits (EOB) sheet indicates as the patient's responsibility. The remainder of the balance may be billed to secondary or tertiary insurance policies that the patient may have. The City recognizes that under Medicaid guidelines, the City cannot pursue the Medicaid recipient for any balances remaining after Medicaid has made payment.

The Contractor will process, within five (5) working days, all returned mail that originates from mailings by the Contractor.

The Contractor will post all payments to the patient accounts within five (5) working days from receipt of information.

### **EPCR REQUIREMENTS**

SFD plans to change its ePCR provider simultaneously with the start date of this RFP. The ePCR provider will be the company known as ESO Solutions. The Contractor shall be compatible with, have a professional relationship with, and support the ESO ePCR platform. All contract negotiations between the City and the Contractor shall include and cover all costs and fees associated with ESO as the ePCR provider.

The City intends to engage a new vendor known as ESO Solutions as its ePCR provider, to coincide with the start date of any contract that might result from this RFP. The Contractor shall be compatible with, have a professional relationship with, and fully support all functions of the ESO Solutions ePCR platform. All Contract negotiations between the City and the Contractor shall include and cover all direct or indirect costs and fees associated with ESO Solutions serving as the City's ePCR provider. Any Offeror's submittal in response to this RFP must be "turnkey", with stated costs to include billing services and all necessary software, hardware, staff, equipment, and/or expenditure necessary to accommodate ESO Solutions as the City's ePCR provider.

### **Offeror must submit a detailed description of their compatibility with ESO Solutions to include:**

- Demand reports;

- Software support details;
- Implementation timeline; and
- Ability to work with and any past experience working with ESO.

**The City reserves the right for additional information as needed.**

Additionally, upon the effective date of the Contract, the Contractor will provide three (3) new Panasonic CF-20 Toughbook computers with the ESO Solutions ePCR program pre-installed for SFD staff to document patient reports. The Contractor shall provide on-going technical support and warranty coverage for the provided computers and software at all times throughout the term of the Contract. These computers shall be replaced every three (3) years with the most recent version of the Toughbook CF model that is on the market or another equivalent model that is mutually agreed upon by both parties. All of these costs are to be included in the pricing bid and contract upon award of the RFP.

The City will execute the necessary Master Service License Agreement (MSLA) with ESO Solutions and the Contractor will be responsible to contact ESO Solutions and execute the necessary Services Provided Agreement (SPA) contract to provide the ePCR that will satisfy this RFP.

## **REPORTS**

The Contractor shall be required to submit monthly reports no later than the 6<sup>th</sup> day of each month for the preceding month. The City reserves the right to request additional reports at any time. **Reports most likely to be requested are:**

- Aging of Accounts Receivable, to include (at a minimum) patient's name, date of service, account number, and total amount due aged in thirty (30) day intervals from current to 180+ days
- Monthly Credit Detail report showing all payments recorded in the prior month, to include (at a minimum) patient's name, date of service, account number, total amount paid, date of payment, and the name of company or individual that made the payment
- Monthly Charge Detail Report showing all invoices issued in the prior month, to include (at a minimum) patient's name, date of service, account number, company or individual to whom the invoice was sent, number of miles billed, and total charges
- Monthly Summary Charge Report showing total number of calls and total amount billed by company (i.e. Medicare, Medicaid, private insurance companies, individuals, Tricare, etc.)
- Year-to-date Patient Detail Report to include (at a minimum) patient's name, date of service, account number, total charge, total credits to date, and balance due
- Monthly Adjustments Report showing all adjustments booked during the month, to include (at a minimum) patient's name, date of service, account number, and amount of adjustment
- Monthly Refunds (Credit Balance) Report to include (at a minimum) patient's name, date of service, account number, and amount of overpayment (must be accompanied by supporting documentation of payments received on each account and any required write-offs)
- Charge/Credit Analysis Report showing the percentage of collections, amounts billed, amounts adjusted, amounts collected, and amounts due by month for a minimum of a 12 (twelve) month period
- Listing of all invoices alphabetically by patient name
- Report of accounts being referred for collections, prior to being sent to collections

The City's fiscal year begins October 1 and ends September 30. On a fiscal year basis, the Contractor shall provide annual fiscal year financial and statistical reports. **Required statistical and financial data may include, but not be limited to, the following:**

- Total number of transports for the fiscal year

- Total amount billed for the fiscal year
- Total collections for the fiscal year
- Comparison of current year to prior years (when data is available to Contractor)
- Percentage of total transports which were Medicare, Medicaid, Private Insurance, and Self Pay
- Amount billed broken down by Medicare, Medicaid, Private Insurance, and Self Pay
- Total amount collected from Medicare, Medicaid, Private Insurance, and Self Pay
- Average amount paid by Medicare, Medicaid, Private Insurance, and Self Pay per transport
- Total amount of write-offs for the fiscal year for Medicare, Medicaid, and Private Insurance

#### **ASPP PREPARATION AND SUBMITTAL**

The Contractor shall prepare and submit all reporting necessary to successfully claim available funds through the Ambulance Supplemental Payment Program (ASPP). Submission of the forms needed in order to claim all available funds shall be submitted to the State of Texas Health and Human Services (HHS) Department, under the direction of the Contractor or a third-party vendor representing the Contractor, at the cost of the Contractor. Such documentation may include but not be limited to cost reports, cost settlement reports, and any future changes that would make the City eligible to receive any and all funds that are available through this program. There shall be at least one face-to-face meeting between the team performing the preparation and City staff. This team is typically a contracted third-party hired by the Contractor.

#### **ADDITIONAL REQUIREMENTS**

The Contractor may be expected to address the Stephenville City Council and respond to their questions.

The Contractor shall maintain records as required by Medicare, Medicaid, and all other applicable Federal, State, and local governmental agencies and/or laws, statutes, ordinances, and/or regulations.

The Contractor shall designate a single point of contact for handling the City's account (the Client Representative).

Upon request, the Contractor shall make available to the City's internal and/or external auditors all records that pertain to the City's business. The Contractor shall be required, upon notice, to allow the City and its authorized agents the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the contract period established; and during the period of five (5) years thereafter. Such activity shall be conducted during normal business hours and at the expense of the City. The City shall retain ownership of all such records.

The Contractor shall adhere to generally accepted accounting principles to ensure the establishment of an efficient billing, collection, and recording system that is easily understood and audited.

The Contractor shall keep and maintain adequate records of work, information, expenses, costs, invoices, materials provided, and services performed pertaining to the City's EMS ambulance transport billing. These records shall be maintained for 10 (ten) years and patients that are under the age of 18 (eighteen) at time of treatment shall be maintained until the patient reaches 21 (twenty-one) or for 7 (seven) years from the date of last treatment, whichever is longer, per the Texas Administrative Code, Rule §157.11. If, at any time during the Contract term, this portion of the Texas Administrative Code is updated to require a different period of record retention, the Contractor shall comply with such new requirements.

The Contractor must provide and maintain a local or toll-free telephone number for the purpose of processing customer account inquiries. Voicemail, facsimile, and e-mail, and website address shall also be provided to customers. Under no circumstances shall customers pay for the cost of calling or otherwise contacting the Contractor. At a minimum, the Contractor must be available to accept customer inquiries

Monday through Friday, from 9:00 a.m. to 5:00 p.m., daily (excluding holidays). The Contractor shall also provide avenues of communication for non-English speaking individuals.

All written or verbal communications between the Contractor, the EMS customer (patient or legal guardian), and third-party payers (including, but not limited to governmental agency staff and private insurance representatives) shall be conducted in a professional and courteous manner.

The Contractor shall, at all times, maintain a professional and courteous working relationship with all City staff, departments, divisions, and related agencies or third-parties.

On an as-needed basis, the Contractor shall be expected to meet with SFD on-site at City facilities or at a mutually agreeable alternate location. The Contractor shall be responsible for any expenses incurred to attend these meetings.

To ensure that all SFD or other related City personnel are trained regarding documentation, charges, and applicable laws and regulations that relate to the health care billing process, the Contractor shall be responsible for 3 (three) consecutive on-site training sessions at City facilities, at time of contract execution and as needed throughout the term of the contract.

The Contractor shall be responsible for informing SFD of any and all information pertinent to ambulance billing, including, but not limited to changes in Medicare and Medicaid procedural requirements.

The Contractor must provide the City with 24 (twenty-four) -hour a day, real-time electronic access to account data to include status of payments from insurance companies and Explanation of Benefits (EOBs). There must be an inquiry capability that allows City staff to view individual account activity as well as aggregate financial data.

All computer data, reports, information, and metadata concerning work performed under this RFP, including, but not limited to, patient information and balances due shall remain the property of the City at all times. Further, the Contractor must agree to surrender any and all information concerning work performed under this RFP (written and electronic format) within thirty (30) days of the termination of this contract. The Contractor shall also provide the City with final reports and statistics, including all data requested by the City at that time, within thirty (30) days after the termination of the contract, The City may agree to extend this time period to accommodate the final billing.

All work performed under this contract shall be of the highest professional standards and shall in every respect meet or exceed standard industry practice and comply with the Fair Debt Collection Practices Act (FDCPA). No harassing or “strong-arm” collection tactics shall be employed, under any circumstances.

## **SECTION V: TERMS AND CONDITIONS**

### **ELECTRONIC DOCUMENTS**

Requesting Offerors may be supplied with the original documents in electronic form to aid in the preparation of RFP submittal. By accepting these electronic documents, Offerors agree not to edit or change the language or format of these documents. Submission of a proposal by Offerors signifies full agreement with this requirement.

### **RECEIPT OF RFP SUBMITTALS**

Any submitted proposal must be received by the City no later than the time and date specified. The mere fact that the proposal was dispatched will not be considered; the Offeror must ensure that the submittal is actually delivered and time stamped. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may, upon request, be destroyed or returned to the Offeror, at the expense of the Offeror.

### **QUESTIONS AND INQUIRIES**

Questions or inquiries regarding this RFP should be submitted (*preferably in writing*) no later than seven (7) calendar days prior to the specified due date, and should be directed to Robert Isbell, Fire Chief at (254) 918-1243, [risbell@stephenvilletx.gov](mailto:risbell@stephenvilletx.gov). The apparent omission or silence within these specifications as to any detail or description concerning any point shall be regarded as meaning that only the best current industry practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **CITY PREROGATIVE TO ACCEPT/REJECT RFP SUBMITTALS**

The City reserves the right to accept or reject any or all proposal as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP, if found to be in the best interest of the City. All submittals become the property of the City.

There is no express or implied obligation for the City to reimburse Offerors for any expenses incurred in relation to the preparation of proposals in response to this RFP; and the City will not reimburse responding Offerors for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation or to procure a contract for these services.

### **CERTIFICATION AND AGREEMENT**

Proposals must be accompanied by a completed copy of Attachment A at the end of this RFP and any Offeror's proposed and/or required agreements and/or contracts regarding this RFP.

### **COMMUNICATION**

Offerors shall communicate only with the staff identified herein during the entire RFP process (from this solicitation to award). The City shall not be responsible for any verbal or non-verbal communication between a potential bidder and any other employees of the City; and such action may be cause for rejection of the subject bidder's submittal. Only written requirements and qualifications, and addenda as issued by the City Finance Department will be considered.

### **COMPANY OWNERSHIP/MANAGEMENT**

Should there be any change in the Firm's ownership or management, the contract may be terminated unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

**DISCLOSURE**

At the public opening, there shall be no disclosure of contents to competing Offerors, and all proposals shall be kept confidential during the negotiation process. Except for trade secrets and confidential information which an Offeror identifies as proprietary, all proposals and accompanying documents shall be open for public inspection upon award of the contract.

**AWARD OF THE CONTRACT**

Award of a contract shall be made to the responsible Offeror whose proposal is determined to be the best offer, taking into consideration the relative importance of the factors set forth in this request. The contents of the submittal of the successful Offeror may become, at the City’s option, a contractual obligation if a contract ensues. Failure of the successful Offeror to accept this obligation may result in cancellation of the award.

Any submittal shall be considered an offer only, and the ultimate decision, by the City, to accept or reject shall be a function of the evaluated quality, reliability, capability, reputation, and expertise of the Offeror. The City reserves the right to terminate the selection process at any time and to reject any and all proposals.

The City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the City and to the public; to reject the low price proposal; to accept any item of any RFP submittal; to reject any and all RFP submittal; and to waive irregularities and informalities in any RFP submitted or in the RFP process, provided; however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Offerors should not rely upon or anticipate such waivers in their submittal.

**ADDENDA**

Any addenda to the RFP specifications issued during the period between issuance of this RFP and receipt an Offeror’s submittal shall be considered to be included in the RFP and, upon successful award of a contract, shall become a part thereof. Receipt of any such addenda should be acknowledged by Offerors in their cover letters.

**FALSE OR MISLEADING STATEMENTS**

If, in the City’s opinion, an RFP submittal contains false or misleading statements or references that do not support a function, attribute, capability, or condition as contended by the Offeror, the entire RFP submittal may be rejected at the sole discretion of the City.

**CLARIFICATION OF RFP SUBMITTALS**

The City reserves the right to seek clarification of any item in a submittal or to seek to obtain additional information considered necessary to properly evaluate the submittal. Failure of an Offeror to respond to such request for additional information or clarification may result in rejection of that Offeror’s submittal.

**RESPONSIVENESS**

Proposals should respond to all requirements of this RFP to the maximum extent possible. Offerors are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches may be given consideration, if the approach clearly offers the City similar or better service.

**REJECTION OF RFP SUBMITTALS**

Submittals not prepared in accordance with all instructions herein may be rejected or disqualified. If not rejected, the City may require correction of any deficiency and, upon compliance with these instructions, may choose to accept the corrected submittal.

## **INDEMNIFICATION AND RELEASE**

It is understood that any resulting contract executed shall contain the following language:

*“It is further agreed that the Contractor (separately and collectively the “Indemnitee”) shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney’s fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.*

*The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor’s work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.”*

## **TERMINATION/CANCELLATION**

### **TERMINATION FOR CAUSE:**

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City’s satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a result of the Vendor’s default, including without limitation, cost of cover, reasonable attorneys’ fees, court costs and prejudgment and post judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City’s Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

**TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days’ prior written notice. Upon receipt of a notice of termination, the Vendor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

### **NON-APPROPRIATION:**

The resulting Agreement is a commitment of the City’s current revenues only. It is understood and agreed that The City shall have the right to terminate the Agreement at the end of any City fiscal year (September 30th) if the governing body of The City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by The City’s budget for the fiscal year in question. The City may effect such termination by providing the Vendor a written notice of termination at the end of its then current fiscal year.



## **FORMAT REQUIREMENT**

The following instructions describe the required form for proposals. Responses to the following items will be used for evaluation. Submittals that do not contain responses to each of the required items will be considered incomplete and may be rejected by the City. Submitted documents should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested. The requirements stated do not preclude Offerors herein from furnishing additional reports, functions, and costs as deemed appropriate.

To facilitate the review of the responses, Offerors shall follow the described RFP format. Organizing the information within each tab in the order listed below is appreciated.

### **TAB A: QUALIFICATIONS AND EXPERIENCE**

- 1) Briefly introduce your Firm, providing a summary of the administration, organization, and staffing of your Firm, including multiple offices, if applicable.
- 2) List the primary contact person for your Firm.
- 3) If your Firm has multiple locations, specify from which you propose to service the City's account.
- 4) Describe the experience of the Firm in the last thirty-six (36) months in performing services of similar size and scope, including qualifications and experience with emphasis on municipal and other governmental experience.
- 5) Provide the Firm's specific performance for your customers in Texas.
- 6) Discuss your staff's training.
- 7) Either list the Firm's professional relationships involving the City or any of its component units for the past five (5) years, including a statement outlining why such relationships would not constitute a conflict of interest relative to performing the proposed ambulance billing and collections services; or provide an affirmative statement that your Firm is independent of the City and all component units.
- 8) Provide a statement that the Firm complies with all applicable Federal, State, and local laws and regulations as they apply to the services being provided, including maintaining confidentiality for all medical and patient information in accordance with HIPAA.

### **TAB B: PROCEDURES**

**The Offeror shall provide a proposed billing and collection protocol including sample language and timelines. This shall include, but not be limited to:**

- 9) Describe the steps taken by your Firm when billing a customer, including the specific procedures for Medicare, Medicaid, private insurance, and self-pay.
- 10) Discuss your Firm's average time necessary to bill and collect from various agencies.
- 11) Describe how your Firm avoids the common problem of insurance companies refusing to pay due to timeliness of filing. For example, insurance companies refusing to process invoices before Medicare has paid; then, once payment is received from Medicare, refusing to pay claiming that the invoice was not received in a timely manner. How do you propose to prevent this and similar problems?
- 12) How often does your Firm invoice ambulance customers and how long do you typically pursue

payment?

- 13) Describe how your Firm proposes to ensure that you have correct and complete insurance information for each customer.
- 14) Describe how your Firm proposes to increase the City's collection rate.
- 15) Provide suggestions for increasing customers' response to requests for information. For example, customers often ignore invoices or statements because they think their insurance will handle everything. They do not respond until the account goes to collections, at which point they might discover that the claim has been denied or the City had incorrect insurance information.
- 16) Discuss the procedures for the City remitting patient run reports to your Firm.
- 17) Discuss your Firm's procedures for handling invoices returned due to undeliverable mailing addresses.
- 18) Describe your Firm's billing system, including whether the City will have continuous online/remote access to the system for informational and audit trail purposes.
- 19) What assurances can your Firm provide that all runs submitted by the City to your Firm will be billed in a timely manner?
- 20) If it is discovered that a run was submitted to your Firm in a timely manner, but your Firm did not bill in a timely manner, billed incorrectly, or did not bill at all, how will this be rectified?
- 21) Does your Firm's system maintain data on each of a patient's insurance carriers (primary, secondary, tertiary, etc.) or only the primary carrier?
- 22) When a customer is entered into your Firm's billing system, does your system have the capability of pulling up prior data for that customer and comparing current and prior insurance information?
- 23) Discuss your Firm's procedures for Medicare and other write-offs.
- 24) Discuss your Firm's procedures for remitting delinquent accounts to collections.
- 25) How will your Firm handle, process, and manage requests for medical records from lawyers, legal firms, courts, investigators, etc.?
- 26) Provide evidence and examples of past preparations made by your Firm for other anonymous clients and the awards received and fees associated with these ASPP claims.
- 27) Provide examples of participation and management in similar ambulance subscription programs if your Firm has done so in the past for other clients.
- 28) Discuss how your Firm keeps up with all trauma reporting and all other reporting required by the Texas DSHS.
- 29) Explain how your Firm may assist the City with renewal of CMS certification.

## **TAB C: REPORTING**

- 30) List all standard reports available.
- 31) Detail any applicable charges for custom reporting.
- 32) Provide current samples of 1) monthly, 2) quarterly, and 3) yearly reports.
- 33) Describe statistical information available.

34) List all available digital file formats (.xls, .txt, .pdf, etc.) available for unloading/exporting reports.

**TAB D: RATES AND EXPENSES**

35) Include details of your Firm's pricing model and revenue projections specific to the City of Stephenville for the initial three (3) years, including assumptions.

**TAB E: REFERENCES**

36) Provide five (5) references (preferably governmental agencies) including the name of the agency, contact name, telephone, fax, and email address.

**TAB F: CERTIFICATION PAGE**

37) Acknowledgement of any addenda issued and affirmative statement of willingness to sign the City's Standard Form of Agreement.

**TAB G: ADDITIONAL SERVICES**

38) Are there any additional services that you Firm offers that would be beneficial to the City?

## SECTION VI: EVALUATION FACTORS

The City will review all submittals to determine compliance with the requirements as specified in the RFP. Only those proposals that, in the opinion of the City's designated selection committee, meet the requirements of the RFP will be further evaluated. Submittals that pass the preliminary review will be evaluated on how well the proposal meets the needs of the City as described in the Firm's response to each requirement listed in the RFP. The selection committee will review all written RFP submittals that meet the minimum requirements and will select those that it deems to be the top two (2) to four (4) for further review. It is important that the responses be clear and complete so that the selection committee can adequately understand all aspects. After receipt of submittals, the City will use the following criteria in the selection process:

- 30% Ability to satisfy 'TAB' B and 'TAB' C, including but not limited to Procedures and Reports
- 30% Ability to fulfill RFP items not covered in the 'TAB' sections, including but not limited to, ASPP preparation, ESO integration, billing and collection, and ambulance subscription management
- 20% Rates and expenses
- 10% Qualifications and experience
- 10% References and feedback from current customers

## **APPENDIX A: CERTIFICATE OF INTERESTED PARTIES**

**ATTENTION VENDORS (CONTRACTORS) DOING BUSINESS WITH THE CITY OF STEPHENVILLE:**

### **Certificate of Interested Parties**

In 2015, the Texas Legislature adopted House Bill 1295 ([www.ethics.state.tx.us/tec/1295-Info.htm](http://www.ethics.state.tx.us/tec/1295-Info.htm)), which added section 2252.908 of the Government Code and applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

With regards to City of Stephenville purchases, a vendor that is awarded a contract or purchase that is greater than \$50,000 is required to electronically create a Form 1295 through the Texas Ethics Commission website ([www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)) and submit a signed and notarized copy of the form to the City. A contract, including City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

Thank you for your cooperation.

Robert Isbell, Fire Chief  
1301 Pecan Hill Dr.  
Stephenville, TX 76401  
254-918-1243

## ATTACHMENT A: LETTER OF CERTIFICATION

**Responses to this RFP must be completed and submitted as required in this document. The certification form below should be completed fully.**

The undersigned representative certifies, on behalf of the Firm named below, that the information provided in this proposal to the City is accurate and complete, that they are duly authorized to submit the same, that the undersigned has reviewed this RFP in its entirety and accepts the terms and conditions herein, that the Firm is willing to sign the City's Standard Form of Agreement if selected as the successful bidder, that this proposal has not been prepared in collusion with any other Firm, and that the contents of this submittal have not been communicated to any other Firm prior to the official opening of proposals.

Firm Representative Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Typed Name \_\_\_\_\_

Contractor/Firm Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Bid Address \_\_\_\_\_

P.O. Box or Street \_\_\_\_\_

City, State ZIP \_\_\_\_\_

Purchase Order Address \_\_\_\_\_

P.O. Box or Street \_\_\_\_\_

City, State ZIP \_\_\_\_\_

Remit Address \_\_\_\_\_

P.O. Box or Street \_\_\_\_\_

City, State ZIP \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

# "Exhibit A"

## City of Stephenville

### Financial Hardship Policy

#### Purpose:

The City of Stephenville Fire/EMS hereinafter referred to as ("Stephenville EMS") has established this policy in order to maintain consistency in assisting uninsured and indigent patients who request a reduction or waiver of certain ambulance charges and/or copayment amounts.

This policy outlines Stephenville EMS's policies and procedures in relationship to the application and approval process for indigent patients. Stephenville EMS will take into account the overall financial circumstances of the applicant and apply this policy consistently.

**If approved, Stephenville EMS may elect to reduce or waive certain amounts which are due from patients who can successfully demonstrate that paying ambulance fees would cause significant financial hardship.**

#### Financial Hardship Criteria:

Stephenville EMS will take into account a range of factors when deciding whether the full payment of the ambulance charges will cause the applicant financial hardship. In making the decision whether to waive the fee, Stephenville EMS will compare the amount earned, living expenses, assets and debts. Written verification, when available, may be required to substantiate and verify information contained in the financial hardship application.

Stephenville EMS uses a combination of the current year's federal poverty guidelines to help in determining if an applicant qualifies for a financial hardship.

In applying these guidelines, Stephenville EMS will also consider and take into account any other income and expenses including money earned in the entire household. Income and employment status verification may be required: including tax returns: check stubs, etc.

1. Whether payment of the ambulance charges will affect the applicant's ability to pay for the following living expenses: food and clothes; rent or mortgage payments; any other basic needs; or any special needs for a serious illness or disability.
2. Whether the applicant owns any assets, such as a car or house. Assets also include: money in the bank; cash on hand for short term expenses; and money designated for special needs.
3. Whether the applicant has any debts.