



COUNTY OF COLE JEFFERSON CITY, MISSOURI

REQUEST FOR PROPOSAL

2018-36: EMERGENCY MEDICAL SERVICES BILLING AND COLLECTION

SUBMISSIONS SHALL BE ACCEPTED UNTIL

THURSDAY, DECEMBER 20 at 3:30 p.m. CENTRAL

AND RECEIVED AT:

**COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65101**

Company Name

Direct Contact Name (Typed/Printed)

Mailing Address

Title

City/State/Zip

Email

Office Telephone Number

Direct Line or Extension

I hereby certify that I am submitting the following information on behalf of the above-listed company and understand that by virtue of executing and returning with my response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the terms and conditions of this solicitation, all attachments, and the contents of any addendum released hereto. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

Authorized Signature

Authorized Name (Typed/Printed)

Title

Date

REQUEST FOR PROPOSAL

Sealed offers will be accepted by the Cole County Commission for consideration in provision of the following:

2018-36 EMERGENCY MEDICAL SERVICES BILLING AND COLLECTION

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, MO 65101 until 3:30 p.m. on Thursday, December 20, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at www.colecounty.org or by contacting Jennifer Prenger at jprenger@colecounty.org or (573) 634-9168.

NEWS TRIBUNE: Nov 25, Dec 2 & 9
Legal Notices
Cole County Commission
311 East High Street
Jefferson City MO 65101

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COLE COUNTY COMMISSION
PURCHASING
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MISSOURI 65101

REQUEST FOR PROPOSAL

1.0 OVERVIEW

1.1 NOTIFICATION. Cole County is seeking offers from qualified respondents for the provision of claims processing and revenue recovery for the emergency medical services provided by the Cole County EMS. This document constitutes a request for competitive, sealed offers per the Terms and Conditions of Bidding and any special conditions set forth herein for the provision of services as described.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this Request for Proposal (RFP). Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation which has been identified in any part of the bid documents. Qualified organizations are requested to prepare an offer in response to this solicitation and in doing so, concur with all terms, conditions, specifications and addenda to this document unless specifically noted otherwise in a separate section titled “EXCEPTIONS” and certify that if awarded a contract, will make no claim against the County based upon unfamiliarity of or misunderstanding of the specifications.

1.2 PRE-PROPOSAL MEETING. No pre-proposal meeting is anticipated at this time.

1.3 TENTATIVE SCHEDULE. The following projected timetable should be used as a working guide for planning purposes. Dates and times subject to change.

December 13, 2018	Questions related to RFP due by 3:30 p.m.
December 14, 2018	Deadline for issuance of addend by 4:30 p.m.
December 20, 2018	RFP Response DUE by 3:30 p.m.
December 20 – January 4, 2019.....	County Evaluation/Shortlisting
January 7 – 11, 2019	Vendor Negotiations
January 15, 2019	Recommendation to Commission/Award

1.4 QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION. Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **in writing** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

Jennifer Prenger
jprenger@colecouny.org

As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, **all respondents or potential respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as otherwise permitted by this bid document.** Respondents should not otherwise ask any County official or employee questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

1.5 **ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County's response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at www.colecounty.org. All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of the County is that which is issued in these specifications or by addendum thereto; no other means of communication, whether written or oral, shall be construed as a formal or official response or statement.

An addendum may contain information that could affect bid responses. It shall be the responsibility of the respondent to verify whether addenda have been issued prior to submitting an offer and to incorporate that information into their response; the County assumes no liability for respondents' failure to do so. Further, failure to have requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

1.6 **SUBMISSION REQUIREMENTS.** A fully executed bid, including the specification pages comprising this solicitation and any related illustrative documentation and/or all issued addenda shall:

- Be submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time;
- Be complete and signed by an official authorized to obligate the agency or company submitting the response;
- Include one (1) complete original submission, one (1) exact printed duplicate, and one (1) electronic copy of the complete proposal response, including any attachments, on a WINDOWS PC compatible CD.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Fax and email submissions will not be considered. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender **without exception**.

1.7 **BID OPENING.** Submissions will be publicly opened in the Cole County Commission Chambers at 311 East High Street, Room 200, Jefferson City, Missouri on Thursday, December 2 at 3:30 p.m. Central. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.

1.8 **ADVISE OF AWARD.** Upon bid award by the Cole County Commission, award notification letters with a bid tabulation summarizing the responses received will be sent via email to all parties that submitted a response to this invitation.

2.0 TERMS AND CONDITIONS

2.1 **INCURRING COSTS.** Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in the preparation or submission of their response.

2.2 **RESERVATIONS.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contract(s); and to accept, request clarification or further negotiate

the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of the county will be so served.

- 2.3 **MODIFICATION/WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.
- 2.4 **VALIDITY.** Respondents agree that submissions will remain valid for consideration by Cole County for a minimum period of ninety (90) calendar days after the date specified for bid opening.
- 2.5 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.
- 2.6 **EXCEPTIONS.** The wording of any bid documents or addenda thereto may not be changed or altered in any manner. Changes, additions or limiting provisions made on the invitation will render the bid informal and may cause its rejection. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission on a separate page clearly titled "EXCEPTIONS." Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.
- 2.7 **RESTRICTIVE LANGUAGE AND INTERPRETATIONS.** If a respondent has any questions which arise concerning the meaning or intent of these bid documents, plans or any part thereof which affect the cost, quality, quantity, or character of the project or service, respondent shall request in writing that an interpretation be made. Further, it shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appears to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent in writing at jprenger@colecouny.org and received at least five (5) business days prior to the date set for bid opening. An addendum will be issued which shall then be posted at www.colecouny.org. Failure to have requested an addendum covering any questions affecting the interpretations of the bid documents shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the bid documents. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.8 **SCOPE.** The County reserves the right to select elements from different individual proposals and to combine and consolidate them in any way that best serves the County's interest. The County reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The County reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- 2.9 **EQUIVALENT MATERIAL/EQUIPMENT.** Any listed manufacturer/model number(s) or a definite reference to a particular material or piece of equipment is intended to establish a minimally acceptable design, type, quality, functional capacity, and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid so long details sufficient in establishing equivalency are included in the response. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration prior to bid award. Cole County shall be the sole judge of equivalency.

- 2.10 **LIKE OR SIMILAR PRODUCT.** Cole County reserves the right, at its sole discretion, to obtain “like or similar” product and/or service to that which has been specified when use of such product or service is deemed in the best interest of the county.
- 2.11 **BID FORMS.** Bids made on anything other than the official bid form(s), if provided by Cole County, will render the bid informal and may cause its rejection.
- 2.12 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.13 **EVALUATION.** The County’s sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County’s needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 2.14 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.15 **BASIS OF AWARD.** Award shall be made to the lowest responsible bidder(s) whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County. Award may be made on an item-by-item basis to the lowest and best bids or award may be made to the lowest and best bid overall, whichever the County determines is in its best interest. A staff recommendation will be made to the Cole County Commission who will ultimately make the award decision.
- 2.16 **SUCCESSFUL OFFER AS PART OF CONTRACT.** Offers received in response to this solicitation, at the County’s discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, applicants are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The County reserves the right to not execute a contract following this solicitation and to negotiate modifications or revisions to any awarded contract.
- 2.17 **PRICES.** Prices must be stated in units of quantity specified and must be firm. Pricing submitted shall include all cost, of whatever nature, that is involved in achieving the good or service per the bid documents.
- 2.18 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the successful respondent upon request.
- 2.19 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity for inspection or evaluation. Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.
- 2.20 **DELAYS AND DEFAULT.** The delivery date(s) or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order or service if delivery is not made or work not started as guaranteed. In case of delay,

the Contractor must contact the County to notify of said delay and arrange an alternate schedule if agreeable to the County. In case of default by the bidder or contractor, the County may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

- 2.21 **APPLICABLE LAW.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.
- 2.22 **SHIPPING.** Deliveries shall be F.O.B. destination freight prepaid to Jefferson City, Missouri and included in pricing.
- 2.23 **AS NEEDED, IF NEEDED.** The contractor shall provide product or service on an “as needed, if needed” basis for Cole County in accordance with the provisions and requirements stated herein. Any usage quantities included in this request are based on estimated need; Cole County reserves the right to increase or decrease quantities to meet actual needs and maintain the quoted pricing.
- 2.24 **ASSIGNMENT.** The selected company shall not assign the Contract, subcontract it, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the company of its obligations under this Contract.
- 2.25 **FUNDS.** Financial obligations of Cole County payable after the first fiscal year the system is in place are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to Cole County.
- 2.26 **CHANGE ORDERS.** The final contract between Cole County and the successful respondent will include, by reference, the awarded party’s response and the specifications of this invitation. The County may make changes within the general scope of these specifications and/or the contract resulting from this solicitation, yet all departures from the accepted plans and specifications will be considered unauthorized unless the awarded party has obtained a change order, signed by the Cole County Commission, authorizing and directing such changes or departures. No other individual is authorized to modify the contract in any manner. All unauthorized work, and the correction of such work, shall be at the expense of the contractor.
- 2.27 **COLLUSION CLAUSE.** Any agreement or collusion among respondents and/or prospective respondents to illegally restrain freedom of competition by agreement to fix prices or otherwise will render the responses of such respondents void.
- 2.28 **COMPLIANCE WITH EMPLOYMENT LAWS.** In connection with the furnishing of supplies or performance of work under this Contract, the company agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder. Respondents are informed pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and the provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful Respondents shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

2.29 **COOPERATIVE PROCUREMENT.** Respondents may choose whether or not to participate in cooperative purchasing. Various State Agencies, City, and County Offices may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful respondent, that each participating political subdivision shall only be liable to the successful respondent for materials or supplies contracted for by that political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful respondent shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

2.30 **CONTRACT TERMINATION.**

2.30.1 **TERMINATION FOR DEFAULT.** If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this solicitation, or if the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, Cole County shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of Cole County, become its property, and the awarded party shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to Cole County any damages sustained by the County by virtue of any breach of the contract by the awarded party, and the County may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due the County from the awarded party is determined.

If after such termination it is determined, for any reason, that the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience.

2.30.2 **TERMINATION FOR CONVENIENCE.** The performance of work under the contract resulting from this solicitation may be terminated by Cole County in whole or in part at such time that the Cole County Commission determines that such termination is in the best interest of Cole County. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated.
- Complete on schedule such part of the work as will not be terminated.

3.0 SCOPE OF SERVICES

3.1 **BACKGROUND AND PURPOSE.** The County of Cole is requesting proposals from qualified vendors to provide claims processing and revenue recovery services for emergency medical services provided by the Cole County Emergency Medical Services (CCEMS). CCEMS provides emergency medical transports for residents and visitors to Cole County and surrounding geographical areas. The County operates a fleet of 12 ambulances and has a staff of 46 EMS field personnel. For the 2017 year ending 12/31/2017, CCEMS had 7723 claims billed, totaling \$7,257,434.70 gross charges. Net Collected Revenue (defined as total collected revenue less refunds for the same year) was 43,428,414.71.

Current rate structure and mileage charges are as follows:

Description	Charge as of 1/1/2018	Medicare Allowable	Medicaid Allowable
ALS-E	\$1,050.00	\$393.78	\$287.64
ALS-NE	\$950.00	\$248.70	\$168.87
ALS2	\$1,365.00	\$569.94	\$210.98
BLS-E	\$750.00	\$331.60	\$194.45
BLS-NE	\$550.00	\$207.25	\$103.55
Mileage	\$20.00	\$7.37	\$3.54
SCT	\$2,000.00	\$673.57	\$287.64
TNT	\$350.00	\$0.00	\$0.00
Additional Truck	\$125.00	\$0.00	\$0.00
Extra attendant	\$62.50	\$0.00	\$0.00
Intercept	\$220.00	\$0.00	\$0.00
Stand By	\$130.00	\$0.00	\$0.00
Wait Time 1/2 hr	\$65.00	\$0.00	\$0.00

Our Payer mix, defined as the percentage of dollars billed to each of the following payer groups, is as follows:

- Medicare: 33.8%
- Medicaid: 11.3%
- Commercial Insurance: 29.3%
- Self-pay Accounts: 19.5%
- Facility: 5.8%

3.2 **TERM OF CONTRACT.** It is the intent of the County to enter into an agreement with the successful respondent for a period of five (5) years, subject to annual appropriations and the terms and conditions outlined in Section 2.29, Contract Termination. Either party may terminate the contract without cause or “for convenience” upon 120 days’ written notice.

3.3 **INSURANCE REQUIREMENTS.** Contractor shall not commence work under this agreement until it has obtained all insurances and endorsements required under this paragraph and such insurances have been approved by the County. Contractor shall require that all subcontractors possess and maintain the insurance required herein. Contractor shall provide the County a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the County.

Each certificate or policy and endorsement shall require and state in writing that “thirty days (30) prior to cancellation or material change in the policy, notice thereof shall be given to the County by registered mail, return receipt requested” for all the following stated insurance policies. If any of the insurance

requirements are not complied with at their renewal dates, payment to Contractor may be withheld until those requirements have been met, or at the option of the County, the County may pay the renewal premiums and withhold such payments from any monies due Contractor.

The following clause must appear on the Certificate of Insurance: "The County of Cole is named as the additional Insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance. It is further agreed that coverage under the above listed policies shall be primary to, and not contribute with, any insurance or self-insurance maintained by the County.

Contractor shall maintain at its expense, at minimum, the following insurance coverage during the life of the Agreement:

Workers Compensation Insurance in accordance with the statutory requirements of the state of Missouri.

Employers Liability	\$100,000 Each Accident
	\$500,000 Disease - Policy Limit
	\$100,000 Disease - Each Employee

Comprehensive General Liability. Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage:

General Aggregate	\$1,000,000
Products & Completed Operations	\$1,000,000
Personal & Advertising	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage; any one fire	\$50,000
Medical Expense; any one Person	\$5,000

Automobile Liability – covering owned, non-owned and hired vehicles with limits of \$1,000,000 each occurrence - Combined single limits.

Property Insurance on its own equipment.

Fidelity Bond/Employee Dishonesty for losses arising out of, or in connection with, fraudulent or dishonest acts committed by the employees of the Contractor acting alone or in collusion with others, including the property and funds of others in their care, custody or control with limits of: \$ 500,000.00.

Professional Liability (Errors and Omissions) with minimum limits of \$2,000,000 per occurrence/aggregate, written on a claims-made policy form. Said coverage shall be maintained for at least three (3) years from the termination or expiration of this Agreement.

3.4 **CONTRACTOR RESPONSIBILITIES.**

3.4.1 **COMPLIANCE WITH LAWS.** Comply with all local, state or federal laws in the course of performing work on behalf of County.

3.4.2 **FTC RED FLAG PROGRAM.** The Contractor will have a program that is fully compliant with the FTC Red Flag Rules.

3.4.3 **INDEPENDENT CONTRACTOR.** The agreement to provide services is with the expressed intention, understanding and knowledge that the relationship between County and the Contractor is that of an independent Contractor.

3.4.4 **RELEASE OF RECORDS.** Secure written approval from County before any records, data or any other information relating to this agreement are released to anyone other than those requiring the information for the performance of work under this agreement.

3.4.5 **INSURANCE AGREEMENTS AND ENROLLMENT ASSISTANCE.** Notify Cole County EMS when insurance agreements are due to renew, and/or expire, 120 days prior to date of event. Additionally, Contractor must assist Cole County EMS with the completion of all enrollment forms and documentation requirements.

3.5 **COUNTY DEPARTMENTAL RESPONSIBILITIES.**

3.5.1 **RUN TICKETS.** Cole County EMS will complete run tickets accurately and with all available patient information.

3.5.2 **PROVISION OF LOCKBOX.** County will provide, through its banking contract, a lockbox for processing payments.

3.5.3 **POINT OF CONTACT.** County will provide a point of contact for administration of the contract resulting from this RFP.

3.6 **SCOPE.** The awarded party will have to minimally fulfill the following duties and must promptly report to the County's Chief of EMS any conditions, transactions, situation, or circumstances encountered by the Contractor which would impede or impair the proper and timely performance of the Contract.

3.6.1 **BILLING & COLLECTION.** Provide CCEMS billing and collection services. County will award one contract for a firm to provide all services necessary to receive and process billing and collections for patient pay, Medicare, Medicaid, and private insurance.

3.6.2 **ELECTRONIC PATIENT CARE REPORTS.** Create and maintain interface capability to receive electronic patient care reports (ePCRs) from the existing ImageTrend Elite ePCR system, check for discrepancies to ensure all PCRs have been received and verify that required trip and patient information is included.

3.6.3 **EPCR OR HARDWARE REFRESH.** Contractor must be prepared to furnish, at some point during the term of the contract, either an electronic patient care reporting software system (ePCR) should the County decide to replace its existing system, and/or a complete hardware "refresh" including ruggedized mobile computing hardware and all attendant hardware peripherals. (See Attachment A).

3.6.4 **OBTAIN MISSING PATIENT INFORMATION.** Provide all labor, materials, and technology necessary to obtain missing patient information from all available sources prior to issuing insurance claims or direct patient billing.

- 3.6.5 **FILE & MAIL PATIENT BILLING.** Electronically file insurance claims and mail direct patient billing upon verification of run ticket information no later than two (2) days after receipt of run ticket.
- 3.6.6 **FOLLOW-UP BILLING.**
- A. Follow-up bills to be sent at 20 days from the first invoice date, a second invoice 30 days from the date of the first invoice, a third notice sent with a reminder note will be mailed 60 days from the date of the first invoice.
 - B. Provide follow-up billing upon receipt of “new” information received concerning a patient. This includes, but is not limited to, additional insurance information, change of address, or change of responsible party.
 - C. Perform any necessary follow up with the patient or the patient’s responsible party after each invoice.
- 3.6.7 **ELECTRONICALLY RECEIVE DATA FILES.** Electronically receive data files from County’s lockbox and other sources (i.e., Medicare or insurance companies) to update patient accounts. Use the County’s lockbox system (when available) for viewing lockbox receipts including check copies and enclosed correspondence. Hard copies of these items will not be provided, but may be printed from the online system.
- 3.6.8 **UPDATE PATIENT ACCOUNTS.** Update patient accounts upon receipt of payment information. Reconcile payments on a daily basis; successful vendor shall have no unapplied accounts.
- 3.6.9 **COLLECTION AGENCY TRANSFERS.** Bills with no payment activity at 120 days are to be forwarded to County’s collection agency in XML format. If a payment plan has been established with the patient that exceeds 120 days for non-insurance bills, and it is being met, the account is not be turned over to the collection agency.
- 3.6.10 **REQUIRED INFORMATION AND REPORTS.** Provide access to information and hard copies of reports required by County, including but not limited to:
- A. Run tickets received and billed
 - B. Payments received
 - C. Outstanding balances
 - D. Adjustments and refunds
 - E. Aging of open accounts
 - F. Accounts forwarded to collection agency
 - G. Status of all accounts
- 3.6.11 **UPDATES AND TRAINING.**
- A. Provide regular updates and on-going training to County on changes to billing requirements based on industry standards or requirements of applicable health care laws and regulations.
 - B. Provide up-to-date documentation training to County medics on a schedule that does not conflict with normal crew scheduling.
- 3.6.12 **“RED FLAG” PLAN.** Provide the County with Contractor’s “Red Flag” plan and all updates throughout the term of the contract.
- 3.6.13 **HIPAA.** Comply with all HIPAA rules and regulations.

4.0 SUBMISSION FORMAT

4.1 **PROPOSED OUTLINE AND MINIMUM CONTENT REQUIREMENTS.** Proposals must be in strict compliance with this Request for Proposal. Failure to comply with all provisions of the RFP may result in disqualification.

The information listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Contractor to include all listed items may result in the rejection of its proposal.

4.1.1 **TITLE PAGE.** The title page should include the title and number of the RFP, names and address of the offeror(s) and the date of the Proposal.

4.1.2 **COVER LETTER.** The Cover Letter shall include the following:

- A. The names, titles, addresses and telephone numbers of the individuals who are authorized to make representation on behalf of the Offeror.
- B. A statement that the proposed price is the total price for the services enumerated.
- C. A statement that the person signing the Letter of Transmittal is authorized to legally bind Offeror: that the Proposal and the price contained therein shall remain firm for period of 180 days, and that the Proposal will comply with the requirements stated in the RFP.

4.1.3 **EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT.**

- A. Provide a brief statement describing the Offeror's background information, history, resources, and/or track record.
- B. Provide an organizational chart of proposed team or staff for this project.
- C. Provide resumes of key personnel whom will be responsible for the delivery of the services/project.
- D. Provide copies of key personnel certifications and/or licenses.
- E. Describe any HIPAA or security breaches that your agency experienced in the last ten years. Explain the results and resolutions of the breaches.

4.1.4 **BUSINESS PLAN.**

- A. Describe in detail how your firm is structured to ensure timely delivery of required services/products.
- B. Describe firm's Project Management capabilities.
- C. Describe your firm's Customer Service process and provide sample of firm's communications and statements.
- D. Describe the billing software you are using, who owns it, who supports it, how many entities use it, and describe the process by which required programming changes are made.
- E. Provide a detailed plan of your firm's proposed approach (including major tasks and sub-tasks).
- F. Describe training that will be provided for County staff by the contractor.
- G. Identify potential risks associated with the execution of this contract and how your firm proposes mitigating those risks.
- H. Describe firm's Disaster Recovery Plan.
- I. Describe your recommended Transition Plan with respect to the Scope of Services.
- J. Describe every legal protest your firm has lodged within the last five years pursuant to the notification of award with respect to an EMS Billing and Collections contract. Detail the

Project, (name of County) the date of the legal challenge, reason for the protest and final outcome of the challenge.

4.1.5 BILLING PROCESS.

- A. Document your firm's billing processes for each of the various payor classes.
- B. Describe your firm's processes for limiting denied claims.
- C. Document in detail the process your firm uses to obtain demographic and insurance information for patients, when such information is missing or incomplete.

4.1.6 REPORTING.

- A. Describe in detail your reporting capability.
- B. Provide sample reports.
- C. Explain the process by which Contractor will deliver customized reports.

4.1.7 KEY REFERENCES. Provide a listing of five client references. Client agencies should be similar in size and scope as the County, and should have received ongoing EMS billing services from Contractor during the last three (3) years. The services provided to the clients should have characteristics as similar as possible to those requested in this RFP. Information provided for each client shall include the following:

- A. Contact name, address, email and current telephone number
- B. Description of services provided
- C. Time period of the project or contract
- D. Number of transports

4.1.8 FINANCIAL STATEMENTS. Provide financial statements from the last 3 years, audited by an independent accounting firm.

4.1.9 HIPAA COMPLIANCE PROGRAM. Contractor shall have a Department of Health and Human Services Office of the Inspector General (OIG) compliance program or policy in place. Please provide a copy with the proposal. In addition, a copy of your Red Flag Policy should be included in your proposal.

4.1.10 CERTIFICATE OF INSURANCE. Provide a certificate of insurance based on requirements specified below.

4.1.11 PRICING PROPOSAL.

- A. Pricing for all billing and collection services requested in this RFP must be stated as a percentage of total collections.
- B. Respondent must also detail its pricing and methodology for including, at some point during the term of the contract, an alternative ePCR system and/or complete or partial hardware "refresh". Include detailed transition plan including various transition options based on the timing of the ePCR software/ field hardware refresh including risks of each option and respondents recommended transition plan. Please see Attachment A.

5.0 EVALUATION OF PROPOSALS (PROCEDURE)

5.1 EVALUATION PROCEDURE. A selection committee, consisting of representatives from CCEMS and the Purchasing Department, shall review the proposal submissions. After each proposal has been evaluated

based on cost and approach in meeting the needs of Cole County, short-listing procedures will narrow the list of candidates to the two or more best-qualified respondents. The County reserves the right to contact any and all references and to otherwise obtain, without limitation, information regarding the Contractor's performance on previous projects or similar services. Each of these selected respondents may then be asked to further explain or clarify aspects of their offer and negotiate terms. Proposals will be evaluated using the following criteria:

- Adequate technical and financial resources for performance.
- Necessary experience, organization and technical skill in the field of billing and collection of ambulance service.
- Have a satisfactory record of performance in developing and implementing similar billing and collection programs.
- Customer service history and/or reputation.
- Ability to satisfy Insurance Requirements
- Cost

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he/she is _____
(title of person signing)

of _____

(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (the person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid.

(BY) _____

(BY) _____

Sworn to before me this _____ day of _____, 20 ____

Notary Public

My Commission expires: _____

Cole County Bid No. 2018-36

Emergency Medical Services Billing and Collection

Qty Description

- 34 Panasonic Public Sector Specific, Win10Pro, Intel Core i5-7300U 2.60GHz, vPro, 12.0" QHD Gloved Multi-Touch + Digitizer, 8GB, 256 GB SSD, Intel WiFi a/b/g/n/ac, TPM 2.0, Bluetooth, Dual Pass (Upper: WWAN/Lower:dGPS), 4G LTE Multi Carrier (EM7455), dGPS, Infrared Webcam 8MP Cam, Contactless SmartCard, Toughbook Preferred, 3-Year ProService Premier Deployment Service, Tablet PC ProPlus Warranty, 256 SSD no return service, and Custom BIOS.

- 34 Panasonic Premium Keyboard for CF-33. Emissive Red Backlit (4 levels). Handle/kickstand- display can be opened to any angle. Compatible with Tablet , 33 Laptop Vehicle Dock, and 33 Desktop Dock Ethernet, SDXC (full-size), HDMI, VGA, USB 2.0, USB 3.0 (2), Serial
- 17 Panasonic Gamber-Johnson laptop vehicle dock (dual pass) for the Panasonic CF-33, USB 2.0 (4), USB 3.0 (2), Serial, Ethernet (2), HDMI, VGA, Docking Connector, Dual RF, Power, Release Lever, Lock Features two front USB ports for easy access. Requires Premium Keyboard.

- 34 Panasonic Rotating Hand Strap for CF-33. Not compatible with 33 Vehicle Tablet Dock when using CF-33 with both long life battery and rotating hand strap. Includes stylus pen holder and kickstand.

- 17 Lind Electronics Bare Wire DC Power Adapter 120 watt compatible with Panasonic CF-53, CF-54, CF-74, CF-31, CF-33
- 17 Lind Electronics, Protective - Vehicle Battery Voltage- shut down timer (non fused with screw terminal connections), delay time of 5 seconds to 4 hours
- 34 Panasonic Service Bundle 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit. Includes premier protection plus, customer portal, disk image management, HDD No Return
- 17 Gamber Johnson Universal Adapter