

**OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT
3411 HIGHWAY 126 – SUITE 201
BLOUNTVILLE, TN 37617-0509**

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**REQUEST FOR PROPOSAL
RFP #EMS2015(KD)**

**AMBULANCE BILLING SERVICES
FOR
SULLIVAN COUNTY EMERGENCY MEDICAL SERVICES**

The Sullivan County Purchasing agent is soliciting this Request for Proposal (RFP) to qualified contractors who are interested in providing Ambulance Billing Services for the Sullivan County EMS Department as defined herein.

All responding contractors must submit their proposals at the address listed above **ON OR BEFORE 2:00pm on Tuesday, December 29, 2015** at which time they will be publicly opened. Each proposal must be submitted in a sealed envelope with the following words clearly marked on the outside of the envelope: **RFP #EMS2015(KD) AMBULANCE BILLING SERVICES**, along with the contractor's name and address. **LATE RESPONSES WILL NOT BE CONSIDERED! Sullivan County is not responsible for delays in mail deliveries or courier services.** Any proposal that is not received in the Purchasing Office prior to the deadline date and time will not be considered and shall be returned unopened to the contractor.

All RFPs must be offered in conformance to the language, terms, conditions, format and other requirements as enclosed herein. All RFPs must be completed in totality. Failure to comply will disqualify the responding contractor from the award process.

By submission of this RFP, the responding contractor certifies compliance with Title VI and Title VII of the Civil Rights of 1964, as amended, and all regulations promulgated thereof.

Failure of Sullivan County to enumerate any Federal, State or County legislation in its entirety in this RFP is not cause for the responding firm to exclude same.

It is the responsibility of each responding contractor to ascertain that all requirements are satisfied and that all requests are presented and assembled in the format as solicited.

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Table of Contents

Section I – General Information

- I.1 Scope of Services
- I.2 Basic Services – Contractor’s Responsibilities
- I.3 Proposal Inquiries
- I.4 Consideration of Proposals
- I.5 Proposal Costs
- I.6 Proposals Opening
- I.7 Withdrawal of Proposals
- I.8 Selection Process
- I.9 Contractor Certification
- I.10 Insurance Requirements

Section II – Proposals Submittal Content

- II.1 Technical Requirements
- II.2 Qualifications and Minimum Requirements
- II.3 Process Proposal
- II.4 Questionnaire

Section III – Contract Term

- III.1 Term of the Agreement

Appendices

- A. Financial Proposal Form
- B. Contractor Information & References

SECTION I: GENERAL INFORMATION

I.1 SCOPE OF SERVICES

The contractor shall:

A. Invoice patient, or other third-party, responsible for payment of services rendered in accordance with time frames as stated. Rates shall be subject to change at Sullivan County's discretion at any time throughout the term of the agreement. Sullivan County agrees to notify the contractor a minimum of seven days prior to any rate change.

B. Provide EMS and or financial departments all monthly reports as stated herein. A listing of the required reports as identified.

C. Provide a toll-free number for patients with contractor's own facilities and workforce. Contractor shall provide a designated liaison for patient and payer concerns. Contractor shall conduct all written and verbal communication in the most professional manner. The contractor shall never, in any way, represent himself or herself in a way that might be interpreted as intimidating or threatening.

D. Perform specific services with the goal of recovering the maximum amount of fees in the shortest possible timeframe and recover the largest total amount with minimal cost to recover.

E. Provide an electronic patient care report application utilized by EMS to perform the data transfer necessary to perform services identified. Contractor is responsible for all cost to acquire and maintain the interface.

F. Insure a segregation of duties, whereby the same individual must not be able to enter billing information, adjust billings, postpaid, nor deposit funds; and maintain the necessary levels of security in their automated billing systems to protect EMS from loss.

G. Retain appropriate records in accordance with Tennessee records retention requirements.

I.2 BASIC SERVICES – CONTRACTOR RESPONSIBILITIES

A. Maintain on a computer system, all invoices, transaction records, billing activities and financial reports. The computer system shall be equipped with a reliable backup system that will ensure complete record recovery in the event of a computer system failure regardless of cause.

B. Provide billing and accounts receivable management services to EMS for emergency medical transportation services rendered by EMS. File required documentation and agreements with payers. Keep EMS apprised of any important changes to industry regulations. Ensure knowledge of all major insurance plans and ensure that every billable

claim is pursued. Bill the transported individual, Medicare, Medicaid, private insurance companies or other appropriate third-party payers for services provided by EMS. The contractor shall be responsible for invoicing, collection, generation of any and all insurance forms, and filings, record maintenance and reports and postage for the billing of all said invoices and forms. The contractor shall have an efficient method for processing and reporting payments made by credit card, all credit card fees and cost is the responsibility of the contractor. Proposal responses need to clearly detail how credit card payments are processed, including ability to process at contractor's facility.

C. Provide patients with a comprehensive statement and invoice, HIPPA form and a courtesy return envelope. The front of the statement shall describe all charges and payments. The reverse side of the statement shall have clearly marked entry box for information needed to file insurance claims.

D. The contractor will be required to mail monthly invoices or statements to each account with an outstanding balance until the account is satisfied or turned over to a collection agency of EMS choosing, including pre-collection and collection notices. Proposal response to detail methods and frequency that documents are mailed.

E. Agree to make every effort to locate and correct any incorrect billing address or insurance data for billing patients. Contractor shall establish arrangements with hospitals to obtain verified patient insurance and contact information. The contractor shall contact the US Post Office national change of address files or other similar services to obtain the correct billing addresses and phone numbers for patients that have left the area, or whom have invalid information.

F. Provide EMS with information to allow for alternate collection methods or write off of uncollected receivables at the discretion of EMS, no sooner than 12 months from the date of an issue billing. Establish with EMS program for collections, including summary reporting for insurance short pays.

G. Comply with all applicable federal, state, and local laws as they apply to the services being provided.

H. Agree to negotiate and arrange modified payment schedules for those individuals unable to pay the full bill when billed in accordance with EMS policy.

I. Provide professional systems to EMS and evaluating billing policies and fee schedules from time to time.

J. Provide timely information regarding new or proposed regulations affecting billing for ambulance transports.

K. Analyze credit balance overpayments, process refund request and provision of refund requests to EMS.

L. Have authorization to sign, on behalf of EMS, the following types of standard forms and correspondence, as designated and approved by EMS, probate filings, letters to patients or their representatives verifying that an account is paid in full, forms verifying the tax exempt status of EMS, and insurance filings related forms. The contractor acknowledges and agrees that it has no authority to sign any documents that impose liability on EMS or legally binds EMS to third parties.

M. Provide required records to an independent auditor of EMS choosing for annual audits of the billing and collection records, of which Contractor shall provide up to fifteen hundred dollars (\$1,500.00) of the cost, or the Contractor will provide the required records to be reviewed by EMS to perform the audit at EMS' expense. EMS shall notify the Contractor in writing of method selected to complete the audit.

N. A sample of each report is to be submitted with each RFP and labeled accordingly. All reports are required on monthly basis, Aged Receivable Report, Monthly Invoices, Refund Documentation, Management Reports, and Collection Statistics.

I.3 PROPOSAL INQUIRIES

All inquiries concerning this "Request for Proposal" should be directed to the Sullivan County Purchasing Agent, Kristinia Davis, 3411 Hwy 126, Suite 201, Blountville, TN 37617. Formal inquiries must be submitted in writing via e-mail at kris.davis@sullivancountyttn.gov Informal inquiries that are informational in nature can be made at any time by calling the Purchasing Department at (423) 323-6400. Any response to inquiries that affect all contractors will result in notification of all contractors of such information. Any changes during the proposal period whether it is additions, deletions, or alterations to the documents forming this RFP would be issued to the Contractors by addendum. All such addenda must be considered by the Contractors in the services to be performed and in the submitted proposal and shall become a part of the RFP. The Contractor will acknowledge receipt and consideration of any addenda by signing and returning an Addenda Acknowledgement Form with the submitted proposal if needed.

1.4 CONSIDERATION OF PROPOSALS

The Sullivan County Purchasing Agent on behalf of Sullivan County EMS reserves the right to accept or reject any/all proposals and to waive any informalities or irregularities, if same is deemed in the best interest of Sullivan County EMS.

1.5 PROPOSALS COSTS

All proposals will become the property of Sullivan County upon submission and will not be returned to the applicant. The County will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation will be borne by the Contractor.

Furthermore, the County assumes no liability for any costs incurred by Contractors throughout the entire selection process.

1.6 PROPOSALS OPENING

Proposals shall be opened publicly and be subject to the Open Records Policy for the state of Tennessee.

1.7 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn upon written or facsimile request received from a Contractor at any time prior to the time fixed for opening proposals. No Contractor may withdraw a proposal within sixty (60) days after the proposal has been opened and publicly read.

1.8 SELECTION PROCESS

Once the proposal submission deadline has passed the Purchasing Agent along with designated County staff will review all proposals and shall select the Contractor with the proposal that is best qualified and responsive to the specifications outlined. All proposals will be evaluated to determine if the proposals are complete and in compliance with all the requirements of the RFP. The award shall be made to the responsible proposer that is determined to be the most advantageous to Sullivan County. Sullivan County reserves the right to accept any proposal or reject any or all proposals as it deems appropriate and in the best interest of Sullivan County. Sullivan County is not bound to accept the least costly proposal, but reserves the right to accept the proposal which appears, in its judgment, to be best suited to the interests of Sullivan County.

Sullivan County reserves the right to interview, or require an oral presentation from any respondent for clarification of information set forth in the proposer's response. The interview or oral presentation is to be a fact finding and explanation session only, and is not to be used to negotiate any terms of the contract. If required, the time and location of such interview or oral presentation will be scheduled by the Sullivan County Purchasing Agent. Interviews and oral presentations are strictly an option of Sullivan County and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the proposer.

1.9 CONTRACTOR CERTIFICATION

By submission of a proposal, the contractor certifies that they have not paid or agreed to pay any person, other than bona fide employees of the contractor, a fee or brokerage resulting from the award of the contract.

1.10 INSURANCE REQUIREMENTS

The selected contractor will be required to maintain the insurance requirements as specified below and to submit a certificate of insurance and additional certifications as a part of the contract.

1. **Comprehensive General Liability Insurance.** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of the contract comprehensive general liability insurance issued by a responsible insurance company and in a form acceptable to Sullivan County. Coverage for Contractor on an occurrence basis against claims for bodily injury, death, or property damage shall include combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence with an annual aggregate limit of not less than two million dollars (\$2,000,000.00).
2. **Automobile Liability Insurance.** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of the contract automobile liability coverage in the minimum amount of one million dollars (\$1,000,000.00) combined single limits for bodily injury, death, or property damage.
3. **Workers' Compensation Coverage.** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of the Contract full and complete workers' compensation coverage as required by the laws of the State of Tennessee.
4. **Errors and Omissions Insurance.** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of the Contract emergency care services professional liability coverage, including, but not limited to, coverage for claims and damages alleged to have been caused by the professional negligence of Contractor's employees, in the amount of not less than two million dollars (\$2,000,000.00) per occurrence with an overall aggregate limit of not less than five million dollars (5,000,000.00) for claims for bodily injury, death, or property damage.
5. **Certificates of Insurance.** Prior to commencement of Contract Services by the Contractor, the Contractor shall provide Sullivan County with certificates of insurance on all of the above policies of insurance verifying that all insurance policies are in place and effective as of the commencement of the Contract, and shall thereafter provide renewals thereof in forms acceptable to the County. Said insurance policies shall be endorsed to provide, that Sullivan County and its agents be named as an additional insured under the policies related to this Contract. Sullivan County shall be notified in writing of any reduction, cancellation, or substantial change of any policy or policies listed above at least thirty (30) days prior to the effective date of said action.

SECTION II: PROPOSALS SUBMITTAL CONTENT

II.1 TECHNICAL REQUIREMENTS

A proposal submittal will consist of three (3) complete copies and (1) electronic copy on CD of the following items:

- A. This letter will summarize in a brief and concise manner the following:
 - 1. A cover letter stating that the contractor formally submits his/her Proposal for consideration in the selection process for the project.
 - 2. A statement must also be included that the contractor agrees to the terms and conditions as set forth herein.
 - 3. Proposer understands the scope of work and positive commitment to timely performance of the work.
 - 4. The letter must name all persons or entities interested in the proposal as principals.
 - 5. The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
 - 6. Identify all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
 - 7. An authorized agent of the proposer must sign the Letter of Transmittal and must indicate the agent's title or authority.

- B. The firm identified on the Letter of Transmittal will be considered the primary firm. If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such.

II.2 QUALIFICATIONS AND MINIMUM REQUIREMENTS

- A. Proposals shall provide a description of the firm, including the size, range of activities, stripped, stability, experience, honors, awards, and recognitions.

- B. Enclose firm's qualifications for similar work in this portion of the proposal, identify minimum of five references that are located in the state of Tennessee.

- C. Submit proof or ability to have an operational system that can work with an electronic patient care reports software vendor example ESO systems.

- D. Submit qualifications of the proposed team members, including experience in years with the firm.

- E. For each person assigned to EMS account, detail their responsibilities and job tasks performed relevant to the scope of services required.

- F. Identify the project manager – main account contact that would be assigned to the EMS account.
- G. Detail the team’s proficiency in Tennessee statutes and any other relative legislative entity as it relates to medical transport billing services for Sullivan County.
- H. Managers and other project staff may only be changed with the express prior written permission of EMS.

II.3 PROCESS PROPOSAL

- A. All prices provided shall include travel, and any other costs associated with the services proposed, including postage printing and supplies.
- B. Provide evidence of current levels of insurance in areas of commercial general liability, workers compensation, business auto, professional liability and ability to obtain crime policy.
- C. Provide a summary of any litigation filed against the proposer in the past seven years, which related to the services, that proposer provides in their regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such.
- D. Describe any “material-weakness” your company has received in any audit.
- E. Identify if you have any agreements canceled prior to the expiration of term in the past three years, if none state such.
- F. In case of sole proprietorship or partnership detail all owners or partners.
- G. Submission and completion of EMS provided forms for acknowledgment of partnership individual or corporation.
- H. Provide a statement of proposer’s financial stability, including information as to the current or prior bankruptcy filings.

II.4 EMS QUESTIONNAIRE

1. Does the contractor selected provide the computers and software to the county for electronic patient care report collection?
2. Will the software be provided at no cost?
3. Who is responsible for IT support on the ePCR tablets and software?

4. Report all information necessary (including data) to the Tennessee Department of Health EMS division at no additional cost. Can your firm comply with this request?
5. Detail what your process is to obtain valid information when the information originally obtained is found to be incorrect?
6. For calendar year 2014 what was your average track record for turning around claims for your medical transportation billing services account?
7. Can all reports developed for EMS be opened using Microsoft Excel?
8. How do you correctly provide reports to your clients?
9. Detail your approach, methods, and quality assurance program to meet EMS performance standards as it relates to collection cycle and how your program will perform the necessary quality assurance to meet performance standards identified in our request for proposal.
10. Contractor must have all reports by the 15th of each calendar month. Can your firm comply with this request?
11. Detail the number of customer service representatives.
12. What are your normal office hours for customer support calls and time zone?
13. Detail your ability to take credit card payments as a form of payment and reporting available to EMS. Contractor shall agree to pay all credit card fees and related cost. Can your firm comply with this request?
14. At time of contract termination or separation, detail your proposal method for handling accounts that are still in an uncollectible status. In the event the Agreement is terminated, for whatever reason, or expires, explain your termination procedures.
15. Detail the team's payment proficiency in Tennessee Medicare and Medicaid as it relates to medical transport billing services. Include specific training, tools, use of compliance officer.
16. Contractor must have at least one billing service (>5,000 billable runs) they are currently providing within the state of Tennessee. Can your firm comply with this request?
17. Contractor must be able to generate custom reports. Can your firm comply with this request?

18. Contractor must be able to provide ESO solutions software and 20 Panasonic Toughbook's along with operating system at no additional cost above the contracted amount. Can your firm comply with this request?
19. Contractor must comply with all applicable federal, state, and local laws as they apply to services being provided.
20. Contractor must provide professional assistance to EMS in evaluating billing and collection policy fee schedules from time to time. Can your firm comply with this request?
21. Contractor must provide timely information regarding new or proposed regulations affecting billing for EMS transports. Can your firm comply with this request?
22. Contractor to analyze credit balance overpayments, process refund requests and provision of refund requests to EMS. Can your firm comply with this request?
23. Contractor must respond to EMS inquiries or questions within two business days. Can your firm comply with this request?
24. The contractor must respond to an emergency request for information within four hours. Can your firm comply with this request?
25. The contractor shall provide references which must be within the state of Tennessee.
26. Describe your process for filing estate, probate, and deaths on accounts.
27. Does your company have experience in RAC Audits? What is your error rate with Medicare? Do you have experience with Cahaba? What is your process for coding assurance and accuracy?
28. Describe you implementation process and training for start-up and continuing education.
29. Please include your compliance program.
30. Describe your appeal process.
31. Please explain the life of a claim graphically or in an algorithm. Timeline for each step in process.

SECTION III CONTRACT TERM

III.1 TERM OF THE AGREEMENT

The period of this Contract shall be for a period of three (3) years, with annual renewals for an additional two (2) years, if mutually agreeable to both parties. A sample Contract should be provided with the proposal.

Proposal checklist:

- a. Letter of transmittal.
- b. Acknowledgment of submission.
- c. Firms qualifications and minimum requirements.
- d. Questionnaire
- e. Understanding project scope and ability to produce reports as requested.
- f. Price proposal
- g. Contractor Information and References
- h. Customer References

APPENDIX A

FINANCIAL PROPOSAL FORM

The following proposal is hereby submitted for providing the ambulance services as specified in the accompanying specifications. All exceptions to the specifications are clearly indicated below or as an attachment in the Proposal submittal. Contractor hereby submits all information and a document(s) required for the RFP and proposes to provide all required services to the Sullivan County EMS Department for the price indicated under the following scenario below:

The checks are deposited into "Sullivan County Trustee's" account and funds are transferred electronically daily to a County identified account. Statements are provided to reflect the patients, money collected, and money deposited into the County's account. This information is also available daily to the Trustee thru e-mail.

Proposer's fee's for the services to be provided: _____%*

*Fee to be a percentage of the actual dollars collected during the previous month plus any additional per unit itemized charges

*To be all inclusive, including but not limited to credit card fees, postage, printing and supplies

*Fee will also be in place for Extension years

Describe any Exceptions to the

RFP _____

Signature

Print Name & Title

Company Name

Company Address

Telephone Number

E-Mail Address

APPENDIX B

CONTRACTOR INFORMATION & REFERENCES

As part of Sullivan County’s selection of a qualified vendor for ambulance billing services, all contractors must provide information about their business indicating that they have reasonable industry experience and adequate resources to perform the services under this contract.

At a minimum, the Contractor must provide the following information and five (5) references for similar contracts or services performed. Additional information about the contractor’s experience, background or resources can be provided as an attachment to the submitted proposal materials.

Legal Name of Company:_____

Street/Mailing Address:_____

Type of Entity (corp., LLC):_____ State Est.:_____

Dun & Bradstreet Number:_____

Main Telephone No.:_____ Fax No.:_____

Number of continuous years in business:_____

Number of Employees: Full-Time:_____ Seasonal/Part-time:_____

Type(s) of ambulance billing software used:_____

Name & Location of local Office Facility:_____

Account Contact/Representative Information:_____

CUSTOMER REFERENCES

Provide five (5) government or business references below for services similar to those indicated in the RFP Specifications:

1. Reference Name _____
Contact Name _____ Contact Telephone _____
Type of Services Performed _____

2. Reference Name _____
Contact Name _____ Contact Telephone _____
Type of Services Performed _____

3. Reference Name _____
Contact Name _____ Contact Telephone _____
Type of Services Performed _____

4. Reference Name _____
Contact Name _____ Contact Telephone _____
Type of Services Performed _____

5. Reference Name _____
Contact Name _____ Contact Telephone _____
Type of Services Performed _____

Note: The Contractor Information & Reference sheet must be returned with the proposal.