

MONROE COUNTY

MONROE COUNTY AMBULANCE SERVICE

INVITATION TO BID FOR MEDICAL TRANSPORTATION BILLING

BID NUMBER - CGD1158-09-21

**Monroe County Department of Finance
103 College Street South Ste 9
Madisonville, Tennessee 37354
(423) 442-9383**

Monroe County Board of Commissioners
Madisonville, Tennessee 37354
(423) 442-9383

Bid Prepared By:

Invitation to Bid Number:

Monroe County Finance Department

CGD1158-09-21

September 2, 2021

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Department, J.P. Kennedy Building, until, but no later than **2:00 P.M. (EST.)** local time prevailing, **September 2, 2021** and then publicly opened and read for the Purchase of Medical Transportation Billing for the Monroe County Ambulance Service, as authorized by the Monroe County Board of Commissioners.

No bid can be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

To be considered, your bid must be submitted on the copy of this Invitation to Bid. Bidders shall sign this form in the space provided and submit bid document to Monroe County Department of Finance, 103 College Street South Ste. 9, Madisonville, TN 37354. Bids shall be returned in the enclosed bid envelope, properly completed and sealed. Bids will not be accepted via fax machine or e-mail.

Time is of the essence and bids received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The date and time stamp in the Finance Department shall determine the time of receipt. Bidders are responsible for ensuring that the Finance Department personnel stamp their bids before the deadline indicated. Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from any future bid/vendor list.

If you desire not to quote on the Invitation, please forward your acknowledgment of NO BID. Return of the "Terms and Signature Sheet" with authorized signature and indication of NO BID is appropriate. Failure to comply may cause for removal of your company's name from the bid list for subject commodity.

It is the policy of Monroe County, Tennessee to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21. No person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, sex, disability, or national origin.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

1. Award

The County reserves the right to reject any or all Bids/Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids/Proposals. The County further reserves the right to reject the Bid/Proposal of any Bidder/Proposer whom it finds, after reasonable inquiry and evaluation, to not be responsible. The County may also reject the Bid/Proposal of any Bidder/Proposer if the County believes that it would not be in the best interest of the Project to make an award to the Bidder/Proposer. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder/Proposer. More than one Bid/Proposal for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder/Proposer has an interest in more than one Bid/Proposal for the Work may be cause for disqualification of the Bidder/Proposer and the rejections of all Bids/Proposals in which that Bidder/Proposer has an interest. If the Contract is to be awarded, the County will award the Contract to the Bidder/Proposer whose Bid/Proposal is in the best interest of the Project and/or the goods and/or services by Monroe County. Disputes arising from the award of the Bid/Proposal must be submitted in writing to the Monroe County Purchasing Agent and received no later than three (3) calendar days from contract award date. In the event no funds are appropriated by the County for the goods and services specified or insufficient funds exist for future orders, the County is under no obligation to make a contract award, contract renewal, or purchase.

2. Preparation of Bids/Proposals

- (A) Bidder/Proposers are expected to examine all Bid/Proposal documents. Failure to do so will be at the Bidder/Proposer's risk.
- (B) Each Bidder/Proposer shall furnish all information required by the Request. The Bidder/Proposer shall sign the Bid/Proposal documents; erasures or other changes shall be initialed by the person signing the offer.
- (C) Unit price shall include freight unless otherwise specified in the request. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Bidder/Proposers must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the invitation.
- (E) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

3. Availability of Requested Items

Bidder/Proposers must accept responsibility for verifying availability of specified items prior to submission of Bid/Proposal. Bidder/Proposer shall notify the County no less than 96 hours prior to the Bid/Proposal deadline per Tennessee Code Annotated (T.C.A.) § 12-4-126 if specified items are discontinued, replaced, or will not be available for an extended period of time.

4. Restrictive or Ambiguous Specifications

It is the responsibility of the prospective Bidder/Proposer to notify Monroe County Purchasing if there is a question as to the specifications or bid/proposal procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less than 96 hours prior to the Bid/Proposal deadline per T.C.A. § 12-4-126. These requirements also apply to specifications or procedures that are in error or ambiguous.

5. Delivery

Delivery will be f.o.b. destination unless otherwise specified in the Bid/Proposal document. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer.

6. Federal Tax and State Sales Tax

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon the Contractor's request.

7. Addenda

No modifications to the Bid/Proposal shall be binding upon the County unless made in writing by an authorized representative of the Monroe County Purchasing Department. Bid/Proposal addenda, if issued, are posted on the County's website: www.monroetn.com. Prior to submitting a Bid/Proposal, it is the responsibility of the Bidder/Proposer to ascertain that they have received all addenda issued and bid/propose accordingly. No addenda will be issued later than 48 hours prior to Bid/Proposal deadline per T.C.A. § 12-4-126.

8. Submission of Bids/Proposals

- (A) Bid/Proposal shall be enclosed in a sealed envelope and addressed to the Monroe County Purchasing Department, 103 South College Street, Madisonville, TN 37354. The name and address of the Bidder/Proposer shall be identified on the face of the envelope along with the Bid/Proposal number and title. Bids/Proposals for construction projects exceeding \$25,000.00 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.
- (B) The County does not accept Bids/Proposals by facsimile or any electronic transmission. See Clause 9 under Terms and Conditions of the request for Bid/Proposal regarding Bid/Proposal modifications or withdrawal.
- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to the County unless otherwise specified by the County. If not consumed by testing, samples will be returned at Bidder/Proposer's request and expense unless otherwise specified in the Invitation.

9. Modification or Withdrawal of Bids/Proposals

Bids/Proposals may be modified or withdrawn by signed written notice to Monroe County Purchasing or in person by an authorized Bidder/Proposer representative provided the modification or withdrawal is received prior to the Bid/Proposal deadline. A Bidder/Proposer representative making a modification in person shall have proper identification and shall initial the change. The Bidder/Proposer representative shall sign a receipt for the withdrawal of a Bid/Proposal. A telegraphic notice with an authorized signature would be acceptable for Bid/Proposal modification or withdrawal. It is the Bidder/Proposer's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the Bid/Proposal price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened.

10. Late Bids/Proposals

It is the responsibility of the Bidder/Proposer to deliver their Bid/Proposal or modification on or before the deadline date and time. The time of record will be the date/time stamp of the Monroe County Finance Department. Late bids/proposals will not be considered or returned.

11. Qualifications of Bidder/Proposers

In evaluating Bid/Proposal, the County will consider whether or not the Bid/Proposal complies with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid/Proposal form or prior to the Notice of Award. The County will consider the qualifications of Bidder/Proposer and may consider the qualifications and experience of Subcontractors, Supplies, and other individuals or entities proposed for those portions of the work which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted. The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications, and financial ability of Bidder/Proposers, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. Furthermore, the County may make such investigations as are deemed necessary to determine the ability of the Bidder/Proposer to perform the work and/or provide desired goods and/or services the Bidder/Proposer shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any Bid/Proposal if the evidence submitted by the investigation of such Bidder/Proposer fails to satisfy the County that such Bidder/Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. Subcontracts

The Bidder/Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

13. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of the Bid/Proposal, require that all decisions made as to matters concerning this Bid/Proposal be made on an individual firm basis. By signing this Bid/Proposal, the Bidder/Proposer certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's Bid/Proposal. Any concerted activity with respect to this Bid/Proposal will be reported to the Antitrust Division of the Office of Attorney General, State of Tennessee.

14. Compliance with Applicable Laws

The Bidder/Proposer shall comply with all laws relating to the manufacture, sale and purchases of items or services by County Governments insofar as they pertain to the purchase made under this contract.

15. Bid/Proposal Acceptance

Bid/Proposal prices quoted shall be subject to acceptance by the County for a period of sixty (60) calendar days from the Bid/Proposal deadline, unless Bidder/Proposer indicates otherwise in their Bid/Proposal. If awarded the Bid/Proposal within the time frame specified, Bidder/Proposer agrees to furnish all goods and/or services described or specified in the Bid/Proposal.

16. Acceptance of Bid/Proposal Content

The successful contractor's bid/proposal content shall become a contractual obligation if procurement action ensues. Failure of the successful Bidder/Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

17. Notification to County

If no Bid/Proposal is to be submitted in response to this Bid/Proposal, it is not necessary to return the request; however, notice should be given to the County if the recipient wishes to remain on the County's Bidder/Proposer list for future solicitations.

18. Standard Contract

The County reserves the right to incorporate standard county contract provisions into any contract negotiated as a result of any Bids/Proposals submitted in response to the Request for Bid/Proposal.

19. News Releases

News releases pertaining to this procurement or any part of the Bid/Proposal shall not be made without the written approval of the County Purchasing Director.

Terms and Conditions of Purchase

1. Definitions

- A. The "County" is Monroe County, Tennessee, and includes its designated representatives.
- B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
- C. The "Specifications" include instructions to vendors, the terms and conditions of purchase, the definitions and the technical specifications of the work.
- D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who perform services of the project.
- E. "Calendar Days" are consecutive days, as occurring on a calendar without regard to the day of the week, month, year, or holidays.
- F. The National Institute of Governmental Purchasing (NIGP) Online Directory of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.

2. Contract Terms

Upon award, the performance of the contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order, or blanket order as appropriate, signed by the County Purchasing Agent and Finance Director or other designated personnel. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

3. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

4. Delivery Requirement

To insure adequate service level to the people, the County requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made or services performed at the time agreed upon, the County reserves the right to cancel its order and purchase the specified goods elsewhere and hold seller accountable therefore.

5. Transportation Charges

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.

6. Packaging

The County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

7. Quantities

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.

8. Indemnification and Insurance

If any work covered by this contract is to be done on the County's premises, Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the County and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage if requested.

9. Inspection and Acceptance

The Contractor shall be responsible for all material(s) or service(s) until they are delivered and accepted. No material(s) or service(s) received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material(s) or service(s). All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material(s) were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to the County's satisfaction.

10. Warranty

The seller expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods or work or by payments for them.

11. Invoices

Invoices shall be submitted to address as noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

Terms and Conditions of Purchase

12. Notice and Service Thereof

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative.

13. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

14. Patents

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent. The seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

15. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

16. Public Notice – Title VI of the 1964 Civil Rights Act

"No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Monroe County.

17. Non-Conflict

No employee, officer or agent of The County shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved.

18. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract will forthwith be physically amended to make such assertion or correction.

19. Termination of Contract

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgement and discretion of the Purchasing Agent. In the event of such termination, the Contractor shall be liable for any excess cost incurred by County. If the contract is so terminated the County may purchase, upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies, goods, or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by the County for due cause, the vendor may be barred from bidding on County contracts for a period of 12 months.

20. The Contract/Vendor/Supplier may be cancelled without cause by either party with the giving of written notice of no less than 60 calendar days.

1-1 DEFINITIONS

For the purposes of this Request for Proposal, "propose?" shall mean Contractors, consultants, proposers, organizations, firms, or other persons submitting a response to this Request for Proposal.

1-2 PURPOSE

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to a Medical Transportation Billing Services.

1-3 PROPOSAL SUBMISSION AND WITHDRAWAL

Monroe County shall not be held responsible for the content of RFP packages obtained from any third-party source nor will the County be responsible for providing addenda to potential proposers who receive a RFP package from other sources than the Monroe County Purchasing Committee.

The COUNTY will receive proposals at the following address:

Monroe County Dept. of Finance
103 College St Suite #9
Madisonville, TN 37354

To facilitate processing please mark the outside of the envelope as follows: RFP CGD 1158-09-21 Medical Transportation Billing Services. The envelope shall also include the proposers return address.

Proposers shall submit one original proposal in a sealed, opaque envelope marked as noted above. A proposer may submit the proposal by personal delivery or by mail. Submission by fax or email will not be accepted.

**MONROE COUNTY MUST RECEIVE ALL PROPOSALS BY THURSDAY
SEPTEMBER 2, 2021 at 2:00 P.M. Eastern Standard Time.** Late proposals will not be opened.

The County cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to **Monroe County Finance Department, JPK Building, 103 College Street Suite #9 Madisonville Tennessee 37354** prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling 423-442-9383 before proposal closing time.

Proposers may withdraw their proposals by notifying the County in writing at any time prior to the deadline for proposal submittal. After the deadline, proposals once opened become a public record of the COUNTY and will not be returned to the proposers.

Upon opening proposals they are subject to public disclosure consistent with Tennessee Statutes.

Any Proposer that elects to invoke exemptions to disclosure provided by law in the response to the RFP is required to submit a redacted version of the RFP, clearly marked as such on the front cover of the RFP. The redacted version shall contain a summary sheet(s) detailing the sections and or pages redacted; state the reasons why such exclusion from public disclosure is necessary and state the legal basis for each exemption, with a specific statutory citation for such exemption.

It will be the responsibility of the Proposer to elect and to submit a redacted version of their RFP submittal. In the event that the Proposer elects not to submit a redacted version of their RFP submittal, in accordance with item 1-3, the entire RFP, without exclusion, will be made available as a public record upon request.

1-4 INVITATION TO PROPOSE

Monroe County solicits offers for the services of responsible proposers to provide Medical Transportation Billing Services for Emergency Medical Services of Monroe County.

1-5 DEVELOPMENT COSTS

Neither Monroe County nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

1-6 INQUIRIES/ADDENDA

Interested proposers may contact Monroe County's Finance Office with questions about the proposal at the County Finance office, JP Kennedy Building, Suite 9, 103 College Street, Madisonville, TN 37354, Telephone (423) 442-9383. The Purchasing Committee will also receive written requests for clarification concerning the meaning or interpretations of this RFP, until seven (7) days prior to the submittal date by emailing your questions to heather.hunt@monroetn.com on Company letterhead with reference to the RFP number.

The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes, modifications or additional information may be provided by Monroe County.

Monroe County will make reasonable efforts to notify registered Proposers by email that an addendum has been made to the RFP. Monroe County shall not be responsible for providing notice of addenda to potential proposers who receive a RFP package from other sources. Proposer requesting addendums to be sent via U.S. mail or a mail service will be at Proposers cost.

All addenda issued by Monroe County will include a receipt form, which must be signed and included with any proposals that are submitted to Monroe County. In the event multiple addenda are issued, a separate receipt for each addendum must be included with the proposal at the time it is submitted to Monroe County.

Any oral explanation given before the RFP opening will not be binding upon Monroe County and should be disregarded.

All proposers are expected to carefully examine the proposal documents. Any questions, ambiguities or inconsistencies should be brought to the attention of Monroe County through written communication with Monroe County prior to the opening of the proposals by emailing on Company letterhead with reference to the RFP number to heather.hunt@monroetn.com

1-7 LICENSES

Proposers, both corporate and individual, must be fully licensed, certified, and have an office for the type of work to be performed at the time of RFP receipt, as applicable. The proposal of any proposer that is not fully licensed, certified, shall be rejected.

1-8 CODE OF ETHICS

If any proposer violates or is a party to a violation of the Code of Ethics of the Monroe County or the State of Tennessee with respect to this proposal, such proposer may be disqualified from performing the work

described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods or services for Monroe County EMS.

1-9 LEGAL REQUIREMENTS

Proposer shall comply with applicable provisions of all federal, state, county laws, Monroe County Code of Ordinances, rules and regulations. Lack of knowledge of any such provision, by any Proposer, shall not constitute a cognizable defense against the legal effect thereof.

1-10 INSURANCE (Provisions as provided in sample agreement)

The Proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein. In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract.

INSURANCE REQUIRED (Proof of ability to obtain insurance to be submitted with bid document)

COMMERCIAL GENERAL LIABILITY

The Contractor shall procure and maintain, for the life of this Contract/Agreement, Commercial General Liability insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with no more than a \$10,000 deductible. .

Monroe County must be named as an additional insured. The additional insured requirement is waived if the vendor is delivering a product owned by Monroe County. Thirty (30) days written notice must be provided to the Monroe County via Certified Mail in the event of cancellation.

1-11 TERM OF AGREEMENT

The term of the agreement is to be for a period of two (2) years with two, two (2) year renewals options. After the two-year term, services may be terminated by either party in writing and delivered by certified mail ninety (90) days prior to termination date.

STATEMENT OF WORK
PART II

2-1 WORK OBJECTIVE

Monroe County requires the services of a professional firm to provide billing for Monroe County's Emergency Medical Services. Anticipated start date for billing services as awarded from this RFP will begin no later than September 2021 or sooner.

2-2 MINIMUM REQUIREMENTS OF PROPOSING COMPANY

The CONTRACTOR shall:

- A. Demonstrate ability to offer an e PCR that will interface with Cardiac Monitors
- B. Report all necessary information to the state for the EMS service
- C. Have at least one present EMS service located in the state of Tennessee
- D. Have the capability to generate custom reports
- E. Have online and hands on training capability
- F. Have an account Team dedicated to Monroe County
- G. Furnish Electronic equipment needed by EMS crews such as I-Pads or Window based tablets
- H. Upgrade electronic equipment as needed to the operating system e PCR provider recommends

2-3 SCOPE OF WORK

The CONTRACTOR shall:

- A. Invoice patient, or other third party, responsible for payment of services rendered in accordance with time frames as stated herein. Rates shall be subject to change at Monroe County's discretion at any time throughout the term of the agreement. Monroe County agrees to notify Contractor a minimum of seven (7) days prior to any rate change.
- B. Provide Monroe County's EMS all monthly reports as stated herein. A listing of the required reports is identified in section 2-6, Work Products.
- C. Provide a toll-free telephone number for patients with Contractor's own facilities and workforce. CONTRACTOR shall provide a designated liaison for patient/payer concerns. Contractor shall conduct all written and verbal communication in the most professional manner. The Contractor shall never, in any way, represent themselves in a way that might be interpreted as intimidating or threatening.
- D. Perform specific services with the principal goal of recovering the maximum amount of fees in the shortest possible time frame and recover the largest total amount with minimized cost to recover.
- E. Provide **ESO PCR application** utilized by Monroe County to perform the data transfer necessary to perform the services identified herein. Contractor is responsible for all costs 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, post payments, nor deposit funds; and maintain the necessary levels of security in their automated billing system to protect Monroe County from loss.

G. Retain appropriate records in accordance with Tennessee records retention requirements and insure appropriate data transfer to the State of Tennessee.

2-4 BASIC SERVICES

The following requirements are the minimum specifications Monroe County will require. Any deviations or exceptions to be identified in the RFP response.

The CONTRACTOR shall:

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 Monroe County for emergency medical transportation services rendered by Monroe County. File required documentation and agreements with payers (e.g. Medicare, Medicaid, private insurance companies). Keep Monroe County apprised of 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 Monroe County. Contractor shall be responsible for the invoicing, collection, generation of any and all insurance forms and filings, record maintenance and reports and postage for the mailing of all said invoices, and forms. Contractor shall have an efficient method for processing and reporting payments made by credit card. Proposal response to clearly detail how credit card payments are processed, including ability to process at Contractor's facility.

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

D. The Contractor will be required to mail monthly invoices or statements for each account with an outstanding balance until the account is satisfied or turned over to a collection agency of Monroe County's choosing, including pre collection and collection notices. **Proposal response to detail methods and frequency that documents are mailed (identify types of documents and frequency).**

E. Agree to make every effort to locate and correct any incorrect billing address or insurance data for billable patients. Contractor shall establish arrangements with hospitals to obtain/verify patient insurance and contact information. Contractor shall contact the US Post Office's National Change of Address (NCOA) 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 Monroe County with information to allow for alternate collection methods or write-off of uncollected receivables at the discretion of Monroe County, no sooner than 12 months from date of initial billing. Establish with Monroe County 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 amount when billed in accordance with Monroe County policy, per Exhibit A, which may be amended by Monroe County during the duration of the contract.

I. Provide professional assistance to Monroe County in 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 requests and provision of refund request to Monroe County.

L. Have authorization to sign, on behalf of Monroe County, the following types of standard forms and correspondence, as designated and approved by Monroe County's Director of Financial Services: probate filings, letters to patients or their representative verifying that an account is paid in full, forms verifying the tax-exempt status of Monroe County, and insurance filings and related forms. THE CONTRACTOR acknowledges and agrees that it has no authority to sign any documents that impose any liability on Monroe County or legally binds Monroe County to third parties.

M. Provide required records to an independent auditor of Monroe County's choosing for an audit of the billing and collection records, of which Contractor shall provide up to fifteen hundred and 00/100 dollars (\$1,500.00) of the cost, or Contractor will provide the required records to be reviewed by Monroe County's auditor to perform the audit at Monroe County's expense. Monroe County shall notify Contractor in writing of method selected to complete audit.

N. Agree to provide and furnish all material and personnel required for the performance of the agreement. No subcontracting of services may be performed without approval by Monroe County. CONTRACTOR to provide and maintain a secure FTP site for Monroe County to access reports as identified herein in accordance with HIPPA rules and regulations. On an annual basis, completion and submission of SAS 70 Audit to Monroe County. An account representative is assigned to Monroe County's account for inquiries from Monroe County.

2-5 RESPONSIBILITIES OF MONROE COUNTY

Monroe County shall:

A. Provide Contractor with patient encounter information on a timely basis and in sufficient detail to support diagnosis and procedure coding. Where practical, Monroe County will also provide patient demographic information necessary for accurate patient identification including name, address, social security number, date of birth and telephone number. Where practical, Monroe County will obtain and provide Contractor with patient's health insurance, auto insurance, or other insurance information.

B. Provide an electronic file transmission via a software product for each EMS transport. EMS staff will where practical attempt to obtain patient billing and insurance coverage information, either on the scene or at the hospital to which the patient is transported, to obtain a medical release of records information signature from the patient, if practical, or from the receiving facility and to provide copies of such information for billing purposes. **PLEASE NOTE: CONTRACTOR will be responsible for cost incurred to Transmit and receive the transmission in an acceptable format.**

C. Monroe County will comply with all Federal, State and local laws, rules and regulations as applicable to the services being contracted for.

D. Provide Contractor with Monroe County approved billing policies and procedures including fee schedules and collection protocols as stated herein. Any changes to these policies and procedures will be provided in writing and delivered to Contractor. Monroe County will be responsible for engaging any third-party collection service for uncollectible accounts after Contractor has exhausted its collection efforts. Contractor to follow Monroe County policy guidelines as stated in Exhibit A, which may be modified by Monroe County.

E. Be responsible for the review and approval for all write-offs and refunds. For refunds, Monroe County shall be responsible for generating required check for payment.

F. Monroe County will allow a maximum 60-day transition period for a new Contractor to make the adjustments necessary to begin the EMS Billing as stated in this RFP.

2-6 WORK PRODUCTS REQUIRED

SAMPLE OF EACH REPORT TO BE SUBMITTED WITH RFP AND LABELED

All reports are required on monthly basis, unless stated otherwise.

A. Aged Receivable Report - This monthly report will have outstanding invoices sorted by date of service with a summary page showing subtotals for invoices outstanding 30 days and less, 31-60 days, 61-90 days, 91-120 days, 121-180 days, over 181 days and a grand total of all outstanding invoices.

B. Monthly Invoices - Invoices shall detail and how the charges were calculated and reconciled to payment received. Contractor is responsible for the monthly reconciliation of payment applied to payments received. Monroe County will provide Contractor with detail of monthly payments received, including Credit Card Transaction data.

C. Refund Documentation - Supporting documentation shall be included with all refund requests. This report should include a summary page, as an excel file, along with the supporting documentation. Submittal to be on a monthly basis electronic or by Fed-X.

D. Any mutually agreed upon additional reports as may be required.

E. Management Reports -Reports to be provided to Monroe County to show management and financial information. At a minimum, the following reports are required.

1.) Collection Statistics:

A monthly summary report showing the current collection rate by payer type (Medicaid, Medicare/Tenn Care, private insurance, self-pay) for each of the past twelve preceding months. This report shall show total billed, adjustments, payments, balance outstanding for each of the above payer types listed. The detail report supporting the summary report may be requested on an as needed basis by Monroe County.

To support that Contractor is meeting minimum performance standards regarding collection rates, the following or similar report is required on a monthly basis:

Gross billings by date of incident (transport) month and the related collections to date. Gross billings should not be reduced for returned mail, bad debts, or authorized write-offs. The required format would have a minimum of four columns as follows:

- 1.1 Transport month
- 1.2 Gross billed in transport month
- 1.3 Total collected in transport month
- 1.4 Percent collected (1.2 & 1.3)

2-7 PERFORMANCE STANDARDS

The following Performance Standards will be used by Monroe County to establish the acceptability of the services provided by the Contractor. Failure to meet may result in cancellation of the agreement.

- A. Average net collection rate. The benchmark for Average Net Collection Rate is measured as total collections for accounts as a percent of amount billed as measured twelve (12) months from date of service.
- B. Collection Cycle. The Average Net Collection Rate for each month's billings shall meet or exceed eighty percent (80%) or more of the Average Net Collection Rate benchmark measured twelve (12) months from date of service. Provide estimated minimum net collection.

A report on all performance standards will be provided by the Contractor on a quarterly basis with each report due within 15 days after the quarterly reporting period. Failure to meet or exceed any or all of the performance standards for two (2) consecutive quarterly reports or for two (2) reports of the last four (4) will be considered grounds for termination of the agreement, at the sole discretion of the County. All time periods shall be measured from the date transports are entered into the billing system.

In addition to the performance standards designated above, Contractor will also be evaluated by Monroe County staff on a regular basis regarding the quality of daily service, the timeliness of data exchange and CONTRACTOR'S response to inquiries from Monroe County staff, which shall include:

- A. Response to any Monroe County inquiries or questions within two (2) business days.
- B. The CONTRACTOR'S response to an emergency request for information within four (4) business hours.
- C. Receipt of all required reports by the fifteenth (15) calendar day of the subsequent month.

For the purposes of this Request for Proposals, the following definitions apply to this section related to performance standards:

- A. Transport month means month in which patient is transported for any given incident.
- B. Gross Amount Billed means amount initially billed for the accumulation of charges for all services provided for a given incident, before any adjustments or write-offs.
- C. Net Collection Rate means Receipts/Gross Amount Billed (minus adjustments for allowances and unbillable.)

D. Historical Collection Rates means collection rates defined in (C) for transport months, Twelve months or more past incident month. For instance;

"Historical Collection Rate" means (Receipts minus adjustments)/Gross Amount Billed for accounts nine months or older.

E. Transport Fee means Monroe County approved amount for charge of specific transport services provided to patients for all incidents billed.

INSTRUCTIONS FOR PREPARING PROPOSALS PART III

3-1 PROPOSAL FORMAT

Proposers should prepare their proposals using the following format.

Proposers are to label/tab their submittal using the number scheme given below. All requested attachments are to be inserted in the back of each corresponding section.

ALL VENDORS MUST SUBMIT ONE ORIGINAL AND ONE EXACT COPY OF BID.

In preparing your proposal, proposer should assume that Monroe County has no previous knowledge of their product or capabilities.

A. Letter of Transmittal -This letter will summarize in a brief and concise manner the following:

- Proposer understands of the scope of work and positive commitment to timely performance of the work.
- The letter must name all persons or entities interested in the proposal as principals.
- The letter must declare that it is made without collusion with any other person or Entity submitting a proposal pursuant to this RFP.
- Identify all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the proposer must sign the Letter of Transmittal and must indicate the agent's title or authority.

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. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. Monroe County will not consider submittals that identify a joint partnership to be formed. The primary firm identified herein will be responsible for final negotiations and receipt of payments from the Monroe County. The letter should not exceed two pages in length.

B. Firms Qualifications I Minimum Requirements

- 1) Proposers shall provide a description of the firm, including the size, range of activities, strength, stability, experience, honors, awards, recognitions, etc.
- 2) Enclose Firms Qualifications/References for Similar Work form in this portion of the proposal to identify a minimum of three references. Monroe County Request A MINIMUM OF THREE REFERENCES TO BE SUBMITTED, OF WHICH ONE REFERENCE SHALL BE FOR AN ACCOUNT IN TENNESSEE, in accordance with the minimum qualification requirement identified in section 2-3.
- 3) Submit proof or ability to have an operational billing system that can work/interface with an ePCR software vendor and import Cardiac Monitor readings and CAD systems.
- 4) Copy of State of Tennessee Business License
- 5) Completed W-9
- 6) Proof of Insurance

C. Project Team Qualifications (Individuals)

1. Submit qualifications of the proposed team members, including experience and years with the firm.
2. For each person assigned to the Monroe County account, detail their responsibilities and job tasks performed relevant to the scope of services required herein, including report development.

Identify the project manager - main account contact that would be assigned to Monroe County's account.
3. Identify if any sub consultants will be used as part of the team and benefit of using the sub consultant.
4. 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, etc.
5. Detail the team's proficiency in Tennessee Statutes and any other relevant legislative entity as it relates to medical transport billing services for the Monroe County.

Managers and other project staff may only be changed with the express prior written permission of the Monroe County. Monroe County retains the right to approve or reject replacements.

The Project Team Qualifications section has been provided as a separate document in the electronic bidding system for responding back to each portion of the qualifications.

D. Understanding Project Scope and Ability to Produce Reports Requested This section of the proposal should explain the Scope of Work as understood by the proposer and detail the approach, activities and work products (deliverables & reports)

The Scope of Work section has been provided as a separate document in the electronic bidding system for responding back to each portion of the scope of work.

Proposers are encouraged to expound on their methods and processes utilized. Any **exceptions or deviations to the requested scope of services to be identified, including any areas where the proposer is able to exceed the minimum requirements.**

E. Sample Reports - (As Identified in Section 2-6)

Each report to be clearly labeled. Additional reports may be submitted separately.

1. 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.
2. Any requested minor deviations to Monroe County's sample agreement, if none, state as such. Monroe County reserves the right not to accept further deviations to the sample agreement language at time of contract negotiations.
3. Provide a summary of any litigation filed against the proposer in the past seven years, which is related to the services, that proposer provides in the 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.
4. Identify if you have any agreements cancelled prior to the expiration term in the past five years. If none, state as such.
5. In the case of sole proprietorship or partnership, detail all owners or partners.
6. Submission and completion of Monroe County provided forms for acknowledgement of partnership, individual or corporation.
7. Submission of Business Tax Receipt for location where business is located.
8. Provide a statement of proposer's financial stability, including information as to current or prior bankruptcy proceedings.

F. Additional Data: Any additional information that the proposer considers pertinent for consideration should be included in a separate section of the proposal.

REFERENCES

Please provide three government references within the state of Tennessee for whom the company has provided similar services in the past three years. (If government references are not available please provide three business references.)

Name: _____ Phone Number: _____

Address: _____

Type of Service: _____

Name: _____ Phone Number: _____

Address: _____

Type of Service: _____

Name: _____ Phone Number: _____

Address: _____

Type of Service: _____

LITIGATIONS

Please state if your company had been party to any litigations in the past five years. If so, please identify the name of the case, the court in which it was filed or is pending, and the status and/or disposition of the case if it has been concluded.

NO _____

YES _____

Name of Case (include case or docket number): _____

Court in which case is/was filed: _____

Description of claims that are subject to any litigations: _____

Decision/Verdict of case if concluded: _____

VENDOR INFORMATION

Please print or type clearly. Complete each section entirely and verify for accuracy.

Company Name:		
Mailing Address:		
City:	State:	Zip Code:
Contact Person:		
Phone Number(s):	Fax Number:	
Alt. Phone Number(s):	Cell Phone Number(s):	
Email address:		
Remit To Address (if different from above):		
City:	State:	Zip Code:
Accounts Receivable Contact Person:		
Phone Number(s):	Fax Number:	
Alt. Phone Number(s):	Cell Phone Number(s):	
Email address:		
Number of years in business:		
Business License Number:		State:

BIDDER INFORMATION:

Name of Bidder:

(Typed or Printed: Firm, Corporation, Business or Individual)

Business Address: _____

Business has been in business under its present name since: _____

At this present time we understand all requirements and state that as a serious bidder we will comply with all the stipulations included in this package.

The above named bidder affirms and declares:

1. That the bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid/Proposal or in the contract proposed to be entered into.
2. That this Bid/Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
3. That the bidder is not in arrears to Monroe County upon debt or contract and not a defaulter, as surety or otherwise, upon any obligation to Monroe County.
4. That no officer or employee whose salary is payable in whole or in part from the County Treasury shall be or become interested, directly or indirectly, surety or otherwise in this proposal, in the performance of the Contract, in the supplies, materials, equipment and work or labor to which they relate, or in any portion of the profits thereof.

BIDDER: _____

BY: _____

(Authorized Signature in Ink)

PRINTED NAME OF SIGNER: _____

TITLE OF SIGNER: _____

DATE SIGNED: _____

PHONE NUMBER OF SIGNER: _____

ALL VENDORS MUST SUBMIT A W-9 FORM WITH THEIR BID RESPONSE.