

# **REQUEST FOR PROPOSALS FOR PREHOSPITAL EMS BILLING SERVICES**

## **I. Project**

Orange Beach Fire Department EMS Patient Transport Service Billing

## **II. Project Summary**

The City of Orange Beach, Alabama, is seeking qualifications from professional firms to provide Prehospital EMS billing services for the purpose of recouping costs associated with providing patient care and transportation services to the community.

The City is expanding its emergency medical services to include the ability to transport patients to the closest appropriate medical facility. As part of this increase in service, additional staffing and equipment will be purchased. To assist in covering part of the cost to provide this service to the citizens and visitors of the community, the City intends to bill for this service. The successful bidder shall provide a turnkey solution that shall maintain all legal requirements as well as provide excellent customer service. The solution should strive to maximize revenues to the City in order to offset the expenses of the added service.

The City hopes that the EMS billing provider will guide the City through the process of establishing and maintaining all required Local, State and Federal requirements for the program.

## **III. Request**

The intent of this RFP is for respondents to specifically address the services required in the attached scope of work and to provide the City with a well-considered proposal for those services. It is anticipated that an initial base contract will be negotiated with the successful firm as determined by qualifications and best overall value to the City.

The City is looking for a “turnkey” approach, where the selected firm will provide the services listed in the attached scope of work.

## **IV. Qualifications**

Respondents must be experienced in all phases of the billing process; have extensive knowledge of the regulations governing EMS billing and collections in the State of Alabama; and have a proven capability to effectively and efficiently provide the service consistent with and meeting the needs and goals outlined by the City of Orange Beach. The City is specifically interested in firms with extensive and proven experience in municipal prehospital EMS billing services.

## **V. Contract Term**

Contract term shall be for one (1) year with the option to renew for two (2) additional one-year terms. The selected firm shall enter into a contract with the City of Orange Beach within thirty (30) days of notification of contract award. The parties may agree to extend the agreement beyond three (3) years, provided that agreement to do so is reached at least ninety (90) days prior to the expiration of the agreement.

## **VI. Pricing**

The flat rate or contingency fees proposed by the selected firm shall be firm against any increase for the first two (2) years of the contract term. Prior to renewal for the third year and any subsequent years of the contract, it shall be the selected firm’s responsibility to send written notification one-hundred twenty (120) days in advance of any requested price changes. The City reserves the right to grant or deny the request for a price increase. Any negotiations over changes in fees shall be completed at least ninety (90) days prior to the contract expiration date.

## **VII. Scope of Work**

The selected firm shall provide a comprehensive “turnkey” solution which will process and administer all aspects of the billing and accounts receivable management process, beginning with the receipt of run information from the City through the deposit of receipts into a City account.

- 1) The selected firm shall assist the City in obtaining Medicare/Medicaid provider number and billing authorization.
- 2) The selected firm shall provide for billing of all payers, including Medicare, Medicaid, and private insurance, in addition to individuals (self-pay).
- 3) The selected firm shall comply with all current Federal, State, HIPPA and any other statutory requirements and be able to remain compliant throughout future regulatory updates.
- 4) The selected firm shall assist customers who indicate an inability to pay or other financial hardship with Medicare or Medicaid enrollment if eligible.
- 5) The selected firm shall provide for the completion and verification of insurance information prior to transmittal of a bill.
- 6) The selected firm shall provide for verification of eligibility prior to submission of a bill.
- 7) The selected firm shall have sufficient IT support to facilitate uninterrupted billing services.
- 8) The selected firm shall provide user-friendly reports with data at a regular frequency or on demand as requested by the City of Orange Beach.
- 9) The selected firm shall provide initial and continuing training for City of Orange Beach Fire Department administrative, response and EMS personnel to facilitate smooth operations and promote first-class customer service through final billing.

## **VIII. Proposal Submission Requirements**

Submittals shall be made on letter size paper with a Table of Contents and digitally submitted according to Section X, “Submission of Proposal Packages,” in this document. Complete response to each of the following subsections is required.

### **A. Contractor Information Form**

Form is attached on Page 5.

### **B. Summary of Project Approach / Letter of Interest**

Provide a cover letter providing a summary of the information contained in the proposal, including, but not limited to the items in the scope of work and written and/or illustrative responses to each item identified in the scope of work.

### **C. Experience and References**

Provide the following information about the proposed team’s relevant experience:

- 1) Provide up to five (5) references for current EMS billing services customers (municipal customers preferred, if applicable);
- 2) List professional consultants/technical services outside your firm you propose as part of your team that will provide services not available in your firm; and
- 3) Provide a description of other relevant information demonstrating the team’s qualifications for the services to be provided.

### **D. Proposed Solution**

Provide a description of the services being offered. Proposed solutions should include the following:

- 1) A detailed description of the respondent’s organization and services provided.

- 2) A detailed description of the billing/accounts receivable process, including a description of the proposed process from receipt of run information through transfer of receipts to the City.
- 3) Indicate whether or not electronic data exported from ERS is accepted and provide reference information on the respondent's experience in doing so.
- 4) Samples of all standard reports and a description of ad hoc reporting capabilities.
- 5) Samples of standard statements and describe capability to customize statements.
- 6) A detailed description of how funds will be transferred or deposited into City of Orange Beach accounts.
- 7) Indicate the total number of EMS agencies for whom the respondent is providing EMS billing services and approximate number of runs processed annually.
- 8) Describe the training to be provided to Orange Beach Fire Department administrative staff.
- 9) Describe the training to be provided to Orange Beach Fire Department and EMS personnel.
- 10) Describe the communications and training that would occur between the respondent and the City of Orange Beach personnel on an ongoing basis.
- 11) State the business hours during which City of Orange Beach customers may contact the respondent along with business hours that the City itself may contact the respondent. In addition, the respondent shall indicate if toll free number(s) are available for use by both customers and the City of Orange Beach.
- 12) Include a sample contract.
- 13) Provide scripts utilized for follow up phone calls and describe ability to customized phone scripts.
- 14) Describe in-house or contract IT support for the respondent's operations.
- 15) Describe what legal resources are used by the respondent to verify regulatory compliance.
- 16) Include any other information the respondent believes would be beneficial to the City's Selection Committee.

**E. Fee Schedule**

Provide a schedule of the fees that would be charged to the City for all services. Fee schedule should be comprehensive to include all charges with a brief description of the fees and how these fees will be calculated. Fees, whether flat rate or contingency based, shall be all inclusive.

**IX. Insurance Requirements**

Contractor agrees to provide City a Certificate of Insurance.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial General Liability policy as an Additional Insured. Clearly indicate the project name and project number.
2. Clearly indicated Certificate Holder(s) as follows:

Original to:           City of Orange Beach  
                               Attn: City Clerk  
                               P.O. Box 458  
                               Orange Beach, AL 36561  
                               Fax (251) 981-1442

**X. Selection Process**

The City of Orange Beach has appointed a Selection Committee comprised of City staff and Elected Officials. Upon receipt of proposals from respondents, the Selection Committee members will review the proposals in detail and identify (short list) those firms that appear to be most qualified to provide services for the project. Separate presentations and interview sessions may then be scheduled with the selected firms to permit the Selection Committee to further evaluate each firm’s qualifications and proposal.

Firms that make the short list will be expected to make a presentation to the Selection Committee that conveys their ability to innovate and guide our community in delivering world-class amenities. After interviews, the Selection Committee will complete their evaluation. City Staff will then work with the selected firm on contract terms, conditions, and fees, and then provide the contract to the City Council for approval. In the event contract negotiations prove unsuccessful with the selected firm, the Selection Committee will select another firm with which to begin contract negotiations.

Any questions regarding the RFP should be submitted by email no later than October 18, 2018, at 5:00 P.M. (CDT) to Renee Eberly, City Clerk/Procurement Officer at [reberly@orangebeachal.gov](mailto:reberly@orangebeachal.gov). If a question of general concern is asked by any firm with regards to this RFP, a copy of the written response will be sent to all firms who have emailed a question or emailed a statement of interest.

The tentative timeline for the selection process is as follows:

September 21, 2018	RFP Published and Distributed
October 18, 2018 @ 5:00 P.M. (CDT)	Deadline for Questions
October 22, 2018 @ 5:00 P.M. (CDT)	Deadline for Responses to Questions
October 25, 2018 @ 5:00 P.M. (CDT)	Proposal Submission Deadline
November 2018	Review of Proposals, Shortlist, Interviews, Selection

**XI. Evaluation Criteria**

The criteria below will be used to evaluate firms for further consideration:

- 1) Specialized, appropriate expertise for this type of service, including expertise of all of the firm’s assigned personnel;
- 2) Firm’s ability to work closely with the City of Orange Beach to establish the process as well as ease of ongoing communication and support;
- 3) Ability to demonstrate successful experience in EMS collections and customer service;
- 4) Record of successful operations without major legal or technical problems;
- 5) Compliance with all statutory and legal requirements;
- 6) Ability to meet all aspects of the scope of work;
- 7) Fee schedule; and
- 8) Other factors that may be appropriate for this proposal.

**XII. Submission of Proposal Packages**

Complete proposals shall be delivered in digital format by 5:00 P.M. (CDT) on Thursday, October 25, 2018 to [reberly@orangebeachal.gov](mailto:reberly@orangebeachal.gov).

Or if the document will be too large to email, then a usb flash drive may be delivered/mailed by the same deadline to:

City of Orange Beach  
Attn: Renee Eberly, City Clerk/Procurement Officer  
P.O. Box 458 / 4099 Orange Beach Boulevard  
Orange Beach, AL 36561

## CONTRACTOR INFORMATION FORM

Contractor Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

The proposer acknowledges receipt of the following addenda covering revisions to the proposal documents, and states that the costs, if any, of such revisions have been included in the base proposal and other prices quoted herein:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

Note: If no addenda have been received, write in "none."

I have reviewed all of the general information and specifications in the RFP, have inspected the vessel, have contacted the City regarding any needed clarifications, and submit this proposal with a full understanding of the specifications.

If selected by the City as the Contractor, I agree to abide by the terms and conditions specified in this RFP. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise. By signing this contract, the company represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Company Officer Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Phone: \_\_\_\_\_

## **GENERAL TERMS & CONDITIONS**

- 1.0 Any proposal that is not received by the City Clerk prior to the deadline date and time set forth will not be considered.
- 2.0 The City reserves the right to: (1) accept or reject any and all proposals, and to waive any technicalities or irregularities involving any proposal; (2) negotiate Agreement terms with the Proposer(s); (3) disregard all nonconforming, non-responsive or conditional proposals; and (4) reject the responses that do not meet the City's satisfaction.
  - 2.1 The City reserves the right to accept any proposal it deems to be in its best interest.
  - 2.2 The City may choose not to make any award, to award all components to one contractor, or to combine contractors and services as it sees fit.
  - 2.3 The City is not obligated to accept the lowest bid or the most technologically advanced proposal.
- 3.0 During the evaluation process, the City reserves the right to request additional information or clarifications from those submitting proposals, and to allow corrections of errors and/or omissions.
- 4.0 Submission of a proposal indicates acceptance by the Proposer submitting the proposal of the terms, conditions, and specifications contained in this RFP.
- 5.0 The City will not pay for any information herein requested, nor is it liable for any costs incurred by those submitting proposals. The City reserves the right to select the Proposer that will best meet the needs of the City. Proposers and/or proposals that do not meet the stated requirements will be considered in noncompliance and will be disqualified unless the City waives such noncompliance.
- 6.0 No proposal may be withdrawn for a period of sixty (60) days after the deadline set for receipt of proposals.
- 7.0 All Proposers shall acknowledge receipt of any addenda to this RFP. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this RFP shall be issued only by the City in writing.
- 8.0 Under penalty of perjury, the Proposer certifies by signature on the Contractor Information Form:
  - 8.1 The Proposer has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the Agreement. The City may, by written notice to a Proposer, cancel any award under this RFP if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise were offered or given to any representative of the City with a view toward securing an order or other favorable treatment with respect to this RFP; and
  - 8.2 The proposal has been arrived at by the Proposer independently and has been submitted without collusion with any other vendor of materials, supplies, equipment, or services for the type described in the RFP; and
  - 8.3 The contents of this proposal have not been communicated by the Proposer; or to his/her best knowledge and belief by any of his/her employees or agents to any person not an employee or agent of the Proposer.
- 9.0 This RFP, any addenda distributed by the City, and the Contractor's response to the RFP shall become part of the contractual obligation and incorporated by reference into the ensuing Agreement(s). The requirements of the RFP shall take precedence over any conflicting language that may be present in any Agreement between the City and the Contractor.
- 10.0 All proposals become property of the City and will not be returned to the Proposer.
- 11.0 Each proposal and any clarifications to that proposal shall be signed by an officer of the Proposer or a designated agent empowered to bind the Proposer in an Agreement.

- 12.0 The Proposer is responsible for proposing their best, most competitive pricing in the initial proposal, as opportunity to negotiate or resubmit pricing may not be offered at a later time.**
- 13.0 The City is exempt from taxes. No charge will be allowed for federal, state, or municipal sales and excise taxes.
- 14.0 Contractor agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments, including but not limited to those for personal injury, bodily injury, property damage, and/or death arising solely out of Contractor's or any of its agents, servants, and/or employees' negligent acts, and/or failure to act in the performance of this Agreement. Neither acceptance of the completed work nor payment therefore shall release Contractor of its obligation under this paragraph.
- 15.0 Neither party will be held responsible for nonperformance or delay caused by acts of God, natural disasters, vandalism, war, or other conditions beyond its control. Contractor shall be held accountable for manufacturer's delays in providing equipment or services proposed under this Agreement.
- 16.0 This Agreement may be amended, at any time, by mutual consent of the parties. Any amendment must be in writing and signed by authorized representatives.
- 17.0 The entire Agreement between the City and Contractor shall supersede any other verbal or written agreements. The Agreement shall include, in order of precedence, the following: the City's RFP including any addenda, Contractor's response, terms and conditions negotiated before Agreement signing, any other contractual documents.
- 18.0 The City may terminate this Agreement at its convenience by giving the other party thirty (30) days written notice. Any termination shall not relieve the City of its obligations to pay Contractor for satisfactory deliverables through the effective date of termination.
- 19.0 In cases of default by the Contractor, the City shall provide Contractor with a letter defining the area(s) where performance requirements have not been met. The Contractor shall have thirty (30) days in which to meet the Agreement requirements. If the requirements have not been met after thirty (30) days, the City has the right to cancel the Agreement without penalty. If the Agreement is cancelled due to the Contractor's failure to perform, the City shall pay the Contractor only for materials delivered and/or work performed up to cancellation. The City reserves the right to retain other parties to complete the work required under the Agreement.
- 20.0 Contractor shall be responsible for the performance of its employees, agents, and subcontractors.
- 21.0 The successful Proposer will be required to obtain a City of Orange Beach Business License if operating within the City Limits. All applicable State Laws, Municipal Ordinances, and the Rules and Regulations of all authorities have jurisdiction and shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- 22.0 In cases of default of the contractor, the City may procure the Work from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- 23.0 The Contractor may submit an Application for Payment for provided labor and materials in accordance with the accepted Unit Prices. Payment shall be made to the Contractor within thirty (30) days of receipt and approval of Application for Payment.

## **REQUIREMENTS FOR CONTRACTS AND PURCHASES**

Effective January 1, 2012 under the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act,” Act No. 2011-535, Alabama Code (1975) Section 31-13-1, Et Seq., before entering into a contract with the City to:

1. Perform a service;
2. Perform work;
3. Provide a product;
4. Accept a grant; and/or
5. Accept an initiative

The State of Alabama requires the business entity to sign a notarized affidavit agreeing:

1. Not to knowingly employ, hire for employment, or continue to employ, any unauthorized aliens in the State of Alabama;
2. To enroll in the E-Verify Program, to verify the immigration status of every employee required to be re-verified through that system and to provide documentation of its enrollment; and
3. To require its subcontractors to comply with the above requirements.

Before any contract can be let, purchase can be made, or payment can be issued by the City of Orange Beach after January 1, 2012, the Affidavit on the reverse side of this document must be completed, notarized, and returned to our offices.

Note: Proof of enrollment in the E-Verify Program must accompany the Affidavit, unless you do not have or hire any employees.

Questions about this process may be directed to Renee Eberly, City Clerk/Procurement Officer, at (251) 981-6806 or via e-mail at [reberly@orangebeachal.gov](mailto:reberly@orangebeachal.gov).

**COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.**



**AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR**

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, a notary public, personally appeared \_\_\_\_\_ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Orange Beach, Alabama, I hereby attest that in my capacity as \_\_\_\_\_ (state position) for \_\_\_\_\_ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

**(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)**

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
Signature and Seal of Notary Public

My Commission Expires: \_\_\_\_\_