

**WALKER COUNTY EMS  
REQUEST FOR PROPOSAL (RFP)  
C-2360-20-005  
EMERGENCY MEDICAL SERVICE  
BILLING SERVICES**

**DUE DATE:  
November 18, 2019**

**WALKER COUNTY PURCHASING  
1301 Sam Houston Ave Suite#235  
Huntsville, Texas 77340  
Attention: Mike Williford**

## SECTION I – RFP TIMETABLE

<b>Release of RFP</b>	<b>October 30, 2019</b>
<b>RFP Due Date</b>	<b>November 18, 2019</b>
<b>Tentative Award of Contract</b>	<b>December 1, 2019</b>
<b>Contract Start Date</b>	<b>January 1, 2020</b>

## SECTION II – INTRODUCTION

Walker County is soliciting proposals from qualified vendors to provide ambulance billing and collection services. It is the intent of Walker County to select a single provider to accomplish all the services outlined in this request. This includes complete management of the billing process from patient transport to account closure. It is the intent of the County to enter into a contract with renewals contingent on the successful performance of the contract.

This request for proposal (“RFP”) defines the minimum scope of services and outlines the requirements that must be met by Service Providers interested in providing such services. Service Providers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in performing the service. Service Providers are advised to read all sections of this RFP before submitting a proposal. Proposals will be evaluated utilizing the criteria herein.

Submissions must include one (1) original copy, four (4) additional hard copies, and one (1) electronic copy of the complete RFP response. The electronic copy must be combined into a single file on a thumb drive. The RFP must be returned in a sealed envelope bearing the following information on the outside of the submittal envelope: the (1) Name and address of the respondent, (2) “Walker County EMS Billing/Collections RFP C-2360-20-005.”

Proposals may only be hand delivered in person or mailed to the following address:

Walker County, Texas  
Purchasing Department  
1301 Sam Houston Ave., Suite 235  
Phone: 936-436-4944  
Fax 936-295-1595

**Response packages accepted until November 18, 2019 at 4:00pm.  
Proposals sent by fax or E-mail will not be accepted.**

## **SECTION III – DEFINITIONS**

### **Definitions**

In order to simplify the language throughout this request for proposal, the following definitions shall apply:

WALKER COUNTY EMS – Same as County.

COMMISSIONERS' COURT – Elected officials of Walker County, Texas given the authority to exercise such powers and jurisdiction of all County business the State Constitution and Laws.

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

COUNTY – The government of the Walker County, Texas.

SERVICE PROVIDER – The successful offeror of this request.

EHR- Electronic Health Record, this is a reporting system that is used to document each response, is the permanent patient record of treatment and is stored in electronic format.

RFP – Request for Proposal

## **SECTION IV - TECHNICAL SPECIFICATIONS**

### **GENERAL INFORMATION**

#### **Background**

Walker County is a scenic, sprawling territory of 801 square miles located in the southeastern region of Texas. The county lies roughly 100 miles north of the Gulf of Mexico and midway between the Louisiana state line and the Texas capital in Austin. The County was founded in 1846 and has an estimated population of 72,480. The County provides a full range of services to its citizens. These services include but not limited to public safety and justice, building/maintaining roads and bridges, providing emergency management services and maintaining resident's important and vital records.

Huntsville-Walker County EMS was founded October 1, 1975, and became a department of the County in 2003. Current staffing and operations include 4-Basic Lifesaving/Mobile Intensive Care Unit Ambulances and one additional 911/Transfer Ambulance.

## **CURRENT FISCAL OPERATIONS INFORMATION:**

Ambulance billing for Walker County is currently performed in-house

The approximate amount billed in fiscal year 2017-18 was \$4,800,000. The approximate amount collected for fiscal year 2017-18 was \$2,312,293. Total Write Offs and Adjustments for this same period was approximately \$ 2,220,030.

The approximate payer mix is:

Private	5%
Medicare	7%
Medicaid	1%
Contract	11%
Insurance	16%
To Collections	19%
Total Write Offs/Adjustments	41%

The Department transports primarily to Huntsville Memorial Hospital with transports to Conroe Regional Medical Center as the primary Trauma Facility.

Walker County currently receives cash receipts, checks, remittance advices, explanation of benefits, and other forms of reimbursement and will provide all information and documentation needed for the billing process to the selected billing service provider.

## **SCOPE OF WORK**

This section outlines the minimum contract requirements for ambulance billing, collection, financial reporting, and analytical services. Walker County desires to pursue a partnership to build an optimal revenue cycle. The minimal requirements are listed in this RFP.

Walker County is requesting RFPs from qualified Service Providers for the billing and collection of ambulance fees. It is the intent of the County to contract with one Service Provider for the requested services. The resulting contract shall remain in full force and effect with fixed prices for a period of thirty-six (36) months. The performance of the selected provider shall be reviewed at least annually. The results of the review of services rendered shall be submitted to the Commissioners' Court for evaluation and comment. The County shall have the option of extending this contract for up to Five (5) additional one-year periods, subject to approval of funding and review of the services provided. The Contract can be extended upon mutual agreement of both the vendor and the County. Proposal submitters should provide a sample of their standard services contract with their RFP for County review. The contents of any resulting contract shall be subject to negotiation and consent on the part of both parties.

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

The Service Provider will use National Emergency Medical Service Information System (NEMSIS) compliant electronic health record (EHR) system of the County's choosing during the course of this contract. Currently the County uses ESO Solutions EHR for all patient care reports. The Service Provider must have prior experience with the County's current EHR Company, ESO

The Service Provider will charge a flat percentage, all-inclusive fee for billing services.

# Insurance and Liability Requirements

## COUNTY OF WALKER CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing goods, materials and services for the County of Walker shall, during the term of the contract with the County or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. **Additional Insured:** Name the County, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
2. **Cancellation, Non-Renewal, and Material Change:** Provide for at least thirty (30) days prior written notice to the County for cancellation, non-renewal, or material change of the insurance.
3. **Waiver of Subrogation:** Provide for a waiver of subrogation against the County for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

**Insurance Company Qualification:** All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

**Certificate of insurance:** A certificate of insurance evidencing the required insurance shall be submitted with the contractor’s RFQ or response to proposal. If the contract is renewed or extended by the County, a certificate of insurance shall also be provided to the County prior to the date the contract is renewed or extended.

Type of Contract	Type of Insurance	Amount of Insurance
Professional Services	Commercial General Liability	\$1,000,000
	Automobile Liability Combined single limit	\$300,000
	Workers’ Compensation	Statutory
	Professional Liability (E&O, Malpractice)	\$1,000,000

## **Billing and Collections**

The Service Provider will be responsible for providing billing, accounts receivable and account collection services for the County's Emergency Medical Services (EMS). Any use of a subcontracted collections agency for delinquent accounts by the Service Provider will be at the Service Provider's expense. **(initial)**\_\_\_\_\_

Walker County will submit to the selected Service Provider all non-billed ambulance calls with a date of service of January 1, 2020 and later. The Service Provider shall invoice all ambulance calls submitted by the County from that date forward. **(initial)**\_\_\_\_\_

The Service Provider will review the previous two years of EMS billing activities and make recommendations to the County to place outstanding bills and data into their billing system from our current EHR Vendor Central Square Technology (formerly Tritech) **(initial)**\_\_\_\_\_

The Service Provider will charge a one-time all-inclusive fee for performing this service **(Initial)**\_\_\_\_\_

The Service Provider will review our current EMS billing activities and rate schedules and make recommendations to the County to increase revenue. Adopting current regional rates and assisting our participation in the (ASPP) Ambulance Supplemental Payment Program should maximize revenue. **(Initial)**\_\_\_\_\_

The Service Provider is required to maintain current certification through a nationally accredited program such as the National Academy of Ambulance Coders. Also, any coder/biller assigned to the County's account should be Certified Ambulance Coder (CAC) coders. **(Initial)**\_\_\_\_\_

The Service Provider shall file initial client billings and customer insurance claims within five (5) working days from receipt of transport information from Walker County EMS. The Service Provider shall not have the right to refuse to bill and collect any EMS fee. **(Initial)**\_\_\_\_\_

Information for ambulance billing is often gathered under urgent conditions and may be incomplete. The Service Provider shall obtain any missing data necessary for billing an appropriate source. **(Initial)**\_\_\_\_\_

The Service Provider shall provide a proposed billing procedure including sample bills, letters, notices, language and timelines. The successful Service Provider shall work with the County to formalize and implement County authorized billing and collection protocol. **(Initial)**\_\_\_\_\_

The Service Provider shall be responsible for re-billing the insurance company for its portion of a bill if the claim is not paid in accordance with the County's terms. If correspondence with the insurance company is required, a copy of the correspondence should be sent to the customer. **(Initial)**\_\_\_\_\_

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

The Service Provider shall agree to implement new fee schedules from time to time as directed by the County. **(Initial)**\_\_\_\_\_

The Service Provider will suspend the billing and collection efforts on any EMS fee upon written notice via email to do so by the EMS Director or his designee and write off the balance of an account without cost to the county. **(Initial)**\_\_\_\_\_

The Service Provider will bill at set rate for County employees utilizing our current Walker County Insured Benefit policy. **(Initial)**\_\_\_\_\_

The Service Provider must have the ability to work with different fee schedules for county residents and non-county residents. **(Initial)**\_\_\_\_\_

The Service Provider will be required to bill the patient's secondary and tertiary insurance carriers (if applicable). **(Initial)**\_\_\_\_\_

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

The Service Provider will be responsible for timely submittals to Insurance Companies, Medicare and Medicaid. If the Service Provider fails to bill Insurance Companies, Medicare and Medicaid in a timely manner which leads to lost collections, the Service Provider may be held liable for reimbursement to the County for the amount of the lost collections. **(Initial)**\_\_\_\_\_

The Service Provider shall be equipped with computer operations to receive and send data electronically. The Service Provider shall have the capability of electronically transmitting claims to Medicare. Service Provider will indicate if they are filing electronically for any service at this time and how other types of insurance filing will be handled. **(Initial)**\_\_\_\_\_

The Service Provider shall work with the County staff to implement and maintain procedures which facilitate the electronic exchange of all data necessary to accomplish the billing, collection and reporting requirements of this RFP. **(Initial)**\_\_\_\_\_

The Service Provider shall work with the County staff to maintain compliance with all insurance filings. The Service Provider should provide constant Quality Improvement (QI) and Quality Assurance (QA) with our field level employees to maintain comprehensive education of the billing process and ways to improve our documentation. **(Initial)**\_\_\_\_\_

The Service Provider shall use the National Provider Identification (NPI) number for Walker County EMS. **(Initial)**\_\_\_\_\_

The Service Provider will work with Walker County to ensure that all requirements of HIPAA are met. The Service Provider will distribute Privacy Notices, in the form required by the County, to all EMS customers. **(Initial)**\_\_\_\_\_

The Service Provider will be required to collect the patient's signature in cases where the County's EMS personnel were unable to obtain the patient's signature during transport. The record of this signature shall be maintained by the Service Provider for review by Medicare and County auditors. **(Initial)**\_\_\_\_\_

The Service Provider shall make and document no less than two attempts to obtain the patient's signature. **(Initial)**\_\_\_\_\_

The Service Provider must make every reasonable effort possible to make collection within 180 days of initial billing without jeopardizing the goodwill of the County. **(Initial)**\_\_\_\_\_

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

If a hardship case is brought to the attention of the Service Provider or the EMS Director of Walker County EMS, the fee of a patient may be lowered if agreed to by both parties by an amount of 30% and the patient placed on a payment plan of no less than \$25.00 per month. **(Initial)**\_\_\_\_\_

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

The County recognizes that under Medicare guidelines, the County can only bill the Medicare patient the amount that the Medicare Explanation of Benefits sheet indicates as the patient's responsibility. The remainder of the balance may be billed to secondary or tertiary insurance policies that the patient may have. **(Initial)**\_\_\_\_\_

The County recognizes that under Medicaid guidelines, the County cannot pursue the Medicaid recipient for any balances remaining after Medicaid has made payment.

The Service Provider will be responsible for processing all returned mail that originates from their mailings. The mail must be opened and processed within five (5) working days. **(Initial)**\_\_\_\_\_

The Service Provider will post the payments and promptly deposit to the patient accounts within five (5) working days from receipt of information. **(Initial)**\_\_\_\_\_

## **Reports**

The Service Provider shall be required to submit monthly reports no later than the 6<sup>th</sup> business day of each month for the preceding month. The County reserves the right to request additional reports at any time. The Service Provider shall work with the County staff to implement and maintain procedures which facilitate the electronic exchange of all data necessary to accomplish the billing, collection and reporting requirements of this RFP. **(Initial)**\_\_\_\_\_

The reports most likely to be requested are:

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

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

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

### **Analytical Services**

The Service Provider shall be required to provide analysis and expertise in all issues related to ambulance billing and operations. This analysis shall include developing trends within the EMS Operations and other pertinent issues that may develop. The Service Provider shall provide other analytical services as requested or required by the County.

The Service Provider shall schedule monthly meetings with the County to review performance. Also, at a minimum, a written report reviewing the performance of the accounts receivable shall be prepared, identifying among other issues, the strengths, weaknesses and opportunities of the performance. Also, key issues that might arise in the future should be identified, along with strategies to address the issues. This report should be prepared monthly or as deemed necessary by the County.

The Service Provider will provide a Quality of Care survey, at least annually, which meets or exceeds the County's requirements. The Service Provider must also be able to provide revenue projections based on previous collections, as determined by the amount the Service Provider expects to collect per trip.

### **Technology Requirements**

The Service Provider shall provide the necessary software associated with the billing and collections including ESO and the ESO Health Data Exchange.

The Service Provider shall provide a system that will ensure complete and uninterrupted flow of service via back-up systems and a data recovery project plan/system should a disaster occur. Upon awarding of the bid, the Service Provider shall provide a copy of a written plan for review by the County's Information Technology Division. The Service Provider shall provide a database backup to the County on a scheduled basis.

Records shall be retained according to the Texas State Records Retention Schedule.

The Service Provider shall provide sufficient HIPAA compliance training to all employees dealing with applicable information.

The Service Provider will be expected to enter into the County's standard "Business Associate" agreement under HIPAA and HITECH rules. In the event that the Service Provider experiences a violation. Security or Privacy Rule, the Service Provider will be responsible for any required notifications or corrective measures.

### **Training of EMS Personnel**

The Service Provider shall provide, at no additional cost, in-depth documentation compliance training of the complex Medicare and Medicaid regulations as they relate to the pre-hospital delivery of emergency medical care. Additionally, like training shall be provided to EMS Personnel that are responsible for the delivery of non-emergency convalescent transports to include in-depth training on all supporting documentation to meet the strict medical necessity requirements of CMS.

The training shall include all necessary visual training aids and handout materials that personnel may reference at the conclusion of any training session.

The Service Provider shall provide, at a minimum, an initial training of County EMS personnel three Compliance and Documentation sessions. The first training session shall be at least two (2) weeks prior to the Service Provider commencing billing and collections on behalf of the county. The second, supplemental training session shall be provided within one month after the completion of the first quarter.

A training session shall be provided to each of the three shifts of County EMS Operations training sessions. Training sessions shall be provided at a time and place designated by the county.

Supplemental training shall be provided to each of the three (3) County EMS Operations for a total of three (3) training sessions that include changes of Documentation, Billing, HIPAA and new CMS rules and regulations as they relate to the delivery of EMS

The Service Provider shall provide the County an in-depth analysis identifying any deficiencies in documentation guidelines or CMS regulations. This supplemental training shall include a strategy to resolve any deficiencies. EMS will work with the billing Service Provider to train new employees that are on boarded between trainings.

## **ASPP Preparation and Submittal**

The Service Provider will prepare and submit all reporting necessary to successfully claim available funds through the Ambulance Supplemental Payment Program. Submission of the forms needed in order to claim all available funds shall be submitted to the State of Texas Health and Human Services (HHSC) department under the direction of the Service Provider or a third party Service Provider representing the Service Provider. Such documentation may include but not be limited to Cost reports, Cost Settlement reports, and any future changes that would make the Walker County eligible to receive any and all funds that are available through this program. There shall be at least one face to face meeting between the team performing the preparation and Walker County EMS billing department. This team is typically a contracted third party hired by the Service Provider. **(Initial)**\_\_\_\_\_

## **Additional Requirements**

The Service Provider may be asked to address the Commissioners' Court and respond to their questions. **(Initial)**\_\_\_\_\_

The Service Provider shall maintain records as required by Medicare, Medicaid and all other applicable government agencies and/or regulations. **(Initial)**\_\_\_\_\_

The Service Provider must have at least 25 clients of similar size agencies as Walker County with preference given to Texas based companies. **(Initial)**\_\_\_\_\_

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

The Service Provider will be expected to adhere to generally accepted accounting principles in order ensure the establishment of an efficient billing, collection and recording system that is easily understood and audited. **(Initial)**\_\_\_\_\_

In Compliance with TAC 157.11, the Service Provider will keep and maintain adequate records of work, information, expenses, costs, invoices, materials provided and services performed pertaining to the County's EMS ambulance transport billing. These records shall be maintained for the minimum of 10 years. Those patients that are under 18 at time of treatment shall be maintained until the patient reaches 21 or for seven years from the date of last treatment, whichever is longer. **(Initial)**\_\_\_\_\_

The Service Provider must provide and maintain a local or toll free telephone number for the purpose of processing customer account inquiries. Voice mail, fax number and e-mail or website address shall also be provided to customers. Under no circumstances shall customers pay the cost of the call. The Service Provider must be able to handle customer inquiries Monday through Friday, 9:00am – 5:00pm at a minimum (excluding holidays). The Service Provider shall also provide avenues of communication for non- English speaking individuals. **(Initial)**\_\_\_\_\_

All written or verbal communications between the Service Provider, the EMS customers (patient or legal guardian) and insurance representatives will be conducted in a professional and courteous manner. **(Initial)**\_\_\_\_\_

The Service Provider must have the ability for EMS Customers to pay on their accounts 24 hours/day 7 days/week using either a toll free telephone service or preferred website portal. **(Initial)**\_\_\_\_\_

The Service Provider will, at all times, maintain a professional and courteous working relationship with the Walker County departments and divisions. **(Initial)**\_\_\_\_\_

On an as-needed basis, the Service Provider will be expected to meet with Walker County EMS Department. Meetings will be held on-site or at a mutually agreeable alternate location or by video conferencing or online.. The Service Provider will be responsible for any expenses incurred to attend these meetings. **(Initial)**\_\_\_\_\_

The Service Provider shall be responsible at a minimum of (3) consecutive onsite training sessions at time of contract execution and as needed throughout the term of the contract. The purpose of this training will be to ensure that all Walker County EMS personnel are trained regarding documentation, charges, applicable health care laws and regulations as they relate to the billing process. **(Initial)**\_\_\_\_\_

The Service Provider will be responsible for informing Walker County EMS of any information that is deemed pertinent to ambulance billing (i.e., Medicare/Medicaid billing changes). **(Initial)**\_\_\_\_\_

The Service Provider must provide the County with 24 hour a day, real-time electronic access to account data to include status of payments from insurance companies and Explanation of Benefits. There must be an inquiry capability that allows County personnel to view individual account activity as well as aggregate financial data. **(Initial)**\_\_\_\_\_

All computer data/information concerning work performed under this RFP; including, but not limited to, patient information and balances due; shall remain the property of Walker County at all times. Further, the Service Provider must agree to surrender any and all information concerning work performed under this RFP (electronic and/or downloadable format) within thirty (30) days of the termination of this contract. Service Provider will also provide the County with final reports and statistics, including all data requested by the County at that time, within thirty (30) days after the contract ends, The County may agree to extend this time period to accommodate the final billing. **(Initial)**\_\_\_\_\_

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

## **SECTION V – TERMS AND CONDITIONS**

### **Electronic Documents**

Requesting Service Providers may be supplied with the original documents in electronic form to aid in the preparation of RFP(s). By accepting these electronic documents, Service Providers agree not to edit or change the language or format of these documents. Submission of a RFP by Service Providers signifies full agreement with this requirement. **(Initial)**\_\_\_\_\_

### **Receipt of Proposals**

Submitted Proposals must be received by the County Purchasing Department prior to the time and date specified in this RFP.

Regardless of cause, late qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the submitter's sole risk to assure delivery at the designated office by the designated time. Late qualifications will not be opened and may be returned at the expense of the submitter if requested. **(Initial)**\_\_\_\_\_

### **Questions and Inquiries**

Questions and inquiries regarding the RFP should be directed to: Mike Williford, Walker County Purchasing Agent at (936) 436-4947. Questions may also be submitted by email to mwilliford@co.walker.tx.us no later than seven (7) days prior to the specified due date of the RFP.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **County Prerogative to Accept/Reject RFPs**

The County reserves the right to accept or reject any or all RFPs as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP if found to be in the best interest of the County. All RFPs become the property of the Walker County. There is no express or implied obligation for the Walker County to reimburse responding Service Providers for any expenses incurred in preparing RFPs in response to this request. **(Initial)**\_\_\_\_\_

### **Communication**

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

## **Award of the Contract**

RFPs submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the proposing vendors. Walker County reserves the right to terminate the selection process at any time and to reject any or all RFPs.

Award of the contract shall be made to the responsible Service Provider whose RFP is determined to offer the best value to the County. The selected vendor may or may not be the lowest bid.

The contents of the RFP of the successful submitter will become, at the County's option, a contractual obligation. Failure of the successful submitter to accept this obligation may result in cancellation of the award. **(Initial)**\_\_\_\_\_

Walker County reserves the right to accept the RFP that is, in its judgment, the best and most favorable to the interests of the County and to the public; to reject the low price RFP; to accept any item of any RFP; to reject any and all RFPs; and to waive irregularities and informalities in any RFP submitted or in the RFP process, provided; however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Proposing vendors should not rely upon or anticipate such waivers in submitting their RFP. **(Initial)**\_\_\_\_\_

## **Addenda**

Any addenda to the RFP specifications issued during the period between issuance of the RFP and receipt of RFPs are to be considered covered in the RFP and in awarding a contract they will become a part thereof. Receipt of addenda should be acknowledged by vendors in their RFP cover letter. **(Initial)**\_\_\_\_\_

## **False or Misleading Statements**

If, in the opinion of the County, an RFP contains false or misleading statements or references the entire RFP may be rejected at the discretion of the County. **(Initial)**\_\_\_\_\_

## **Clarification of RFP**

The County reserves the right to obtain clarification of any point in a vendor's RFP or to obtain additional information necessary to properly evaluate a particular RFP. Failure of a vendor to respond to such a request for additional information or clarification may result in rejection of the vendor's RFP. **(Initial)**\_\_\_\_\_

## **Responsiveness**

RFPs should address all requirements of this RFP to the maximum extent possible. Vendors are to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches will be given consideration, if the approach clearly offers us increased benefits. **(Initial)**\_\_\_\_\_

## **Rejection of RFP**

RFPs that are not prepared in accordance with these instructions to vendors may be rejected or disqualified. If not rejected, the County may demand correction of any deficiency and accept the corrected RFP upon compliance with these instructions to proposing vendors. **(Initial)**\_\_\_\_\_

## **Release**

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

(Initial)\_\_\_\_\_

## **FORMAT REQUIREMENT**

The following instructions describe the form in which RFPs should be submitted. Responses to the following items will be used for RFP evaluation. RFPs which do not contain responses to each of the required items will be considered incomplete and may be rejected by Walker County. RFP documents should provide a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the Walker County. The requirements stated do not preclude Offeror's herein from furnishing additional reports, functions, and costs as deemed appropriate. (Initial)\_\_\_\_\_

## **TAB A Qualifications and experience**

1. Briefly introduce your organization, providing a summary of the administration, organization and staffing of your Service Provider.
2. List the contact person for your Service Provider and their contact information.
3. If your organization has multiple office locations, specify which location you propose to use to service the County account.
4. Describe experiences of your organization in the last thirty six (36) months in performing services of similar size and scope including qualifications and experience, with emphasis on municipal and other governmental experience.
5. Discuss your staff's training and experience as it relates to ambulance billing and collections.
6. If applicable, list your organization's professional relationships involving Walker County or any of its component units for the past five (5) years. Explain why such relationships do not constitute a conflict of interest relative to performing the proposed ambulance billing services.
7. Provide a statement that the Service Provider complies with all applicable Federal, State and local laws and regulations as they apply to the services being provided, including maintaining confidentiality for all medical and patient information in accordance with HIPAA.

## **TAB B Procedures**

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

1. Describe the steps taken when billing a customer, including the specific procedures for Medicare, Medicaid, Private Insurance and Self Pay.
2. Discuss the average time necessary to bill and collect from the various agencies.
3. Describe how you will avoid the problem of insurance companies refusing to pay due to timeliness of filing. For example, insurance companies refuse to process invoices until Medicare has paid. However, when payment is received from Medicare, the insurance company then refuses to pay claiming that the invoice was not received in a timely manner. How can you avoid this and similar problems?
4. How often do you remit invoices to ambulance customers and how long do you typically pursue payment?
5. Describe how you will ensure that you have correct and complete insurance information for each customer.
6. Provide suggestions for increasing the collection rate for Walker County EMS.
7. Provide suggestions for increasing customers' response to requests for information. For example, customers often throw invoices and statements in the trash without opening, because they think their insurance will handle everything. They do not respond until the account goes to collections, at which point they might discover that the claim has been denied or the County had incorrect insurance information.
8. Discuss procedures for remitting patient run reports to your organization.
9. Discuss procedures for handling invoices returned due to bad addresses.
10. Describe your billing system. Include whether the County will have online access to the system for informational purposes, the audit trail, notes, and information available.
11. What assurance can you offer the Walker County that all runs submitted to your organization will be billed in a timely manner? Provide a history of other entities served.
12. If it is discovered that a run was submitted to you in a timely manner, but you did not bill in a timely manner, billed incorrectly or it was not billed at all, how will you correct this?
13. Does your system maintain data on all insurance carriers (primary, secondary, tertiary, etc.) or only on the primary carrier?
14. When a customer is entered into your billing system, does your system have the capability of pulling up prior data for that customer and comparing current and prior insurance information?
15. Discuss procedures for Medicare and other write-offs.
16. Discuss procedures for remitting delinquent accounts to our current third party collections company.
17. How will your organization will handle, process, and manage the request for medical records for: Law Firms, Medical Examiner's offices, Courts, investigators, etc.
18. Provide evidence and examples of past preparations that have been made for other anonymous clients of your organization. Describe awards received and fees associated with these ASPP claims.
19. Describe how your organization maintains compliance with all reporting required by the Texas DSHS.
20. Explain how your organization may assist the County with renewal of Medicare & Medicaid Recertification.

### **TAB C Reporting**

1. List all standard reports available (report must be in presented to county in approved electronic format.) See # 11
2. Detail any applicable charges for custom reporting
3. Provide samples of reports 1) monthly, 2) quarterly, and 3) yearly
4. Describe statistical information available
5. List all report computer file formats (xls, xlsx, txt, pdf, etc.) available for unloading reports

### **TAB D Rates and expenses**

Please include details for the pricing model offered as well as a projection of revenue generated for three years and provide assumptions.

### **TAB E References**

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

**TAB F Certification page**, acknowledgement of any Addenda issued and a statement of willingness to sign the County's Standard Form of Agreement.

## **SECTION VI – EVALUATION FACTORS**

Walker County will review all proposals received to determine their compliance with the requirements as specified in the RFP. Only proposals which, in the opinion of the Selection Committee, meet the requirements of the RFP will be further evaluated. Proposals that pass the preliminary review will be evaluated on how well they meet the needs of Walker County. The Selection Committee will select what it deems to be the top two proposals for further review. It is important that the responses be clear and complete so that the Selection Committee can adequately understand all aspects of the proposals.

**(Initial)**\_\_\_\_\_

### **Walker County will use the following criteria in the selection process:**

#### 35% - Software Features and Data Access

15%- The ability of the County to have view and reporting access to the billing system maintained by the successful vendor. County designated personnel should be able to access the billing and collection information, view, export to excel, and print reports and information.

10%- The data must reside on a software system that is available in the open market to the County in the event that the successful bidder decides to not serve the County, the contract is not renewed, or a different vendor is selected at the end of the contract term.

10%- Software must be compatible with ESO (the current system the County uses for service calls), and must be in Standard Database format and vendor supplying Walker County with an SQL database backup of the data

20% - Proposers demonstrated ability to meet or exceed all minimum requirements including but not limited to Procedures and Reports.

25% - Fee Structure, Rates and Expenses

20% - Qualifications and experience

# Attachment A

## Letter of Certification. (Initial)\_\_\_\_\_

RFPs must be completed and submitted as required in this document. Certification form below should be fully completed.

The undersigned Service Providers that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any other Service Provider, and that the contents of this RFP have not been communicated to any other Service Provider prior to the official opening of this RFP.

Signed By:	
Print Name:	
Date:	
Title :	

Service Provider Name:	
Phone Number:	
Fax Number:	
Email:	

Bid Address:	
P.O. Box or Street	
City, State, ZIP	

Purchase Order Address:	
P.O. Box or Street	
City, State, ZIP	

Remit Address:	
P.O. Box or Street	
City, State, ZIP	
Federal Tax ID Number	

## House Bill 89 Verification Form

### Prohibition on Contracts with Companies Boycotting Israel

The 85<sup>th</sup> Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

---

I, (authorized official) \_\_\_\_\_, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date



**Mike Williford, CTPM  
Purchasing Agent**

**Certificate of Interested Parties Texas Ethics Commission (Form 1295)**

**Contract/Agreement# \_\_\_\_\_**

**Service Description/Contract Name: \_\_\_\_\_**

Your contract is being recommended to the Walker County Commissioners Court for approval as a future agenda item. As you may, or may not be aware, the Texas Legislature passed HB1295 in their last legislative session which added section 2252.908 to the Texas Government Code on January 1, 2016 that requires that a governmental entity receive a Certificate of Interested Parties Texas Ethics Commission Form 1295 before entering into a contract with Walker County (new, amended, extended or renewed) that meets one or both of the following criteria:

1. Requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc.) A new 1295 form must be filed for each awarded contract (new, amended, extended or renewed) requiring Commissioners' Court approval.
2. Has a value of at least \$1 million.

Accordingly, we need your assistance in complying with the new Form 1295 requirements.

**Note: Since the majority of contracts with Walker County require approval by the Commissioners Court, this form will most likely be required in order to approve and execute your contract.**

Per the direction of the Texas Legislature, the Texas Ethics Commission made available on its website a new filing process that must be used to file Form 1295.

Information regarding how to use the filing process is available on the Texas Ethics Commission website at the following link: [https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf%20form1295.htm)

A Respondent must:

1. Use the online application to process the required information on Form 1295
2. Submit and print a copy of the form which will contain a unique certification number
3. An authorized agent of the Respondent must sign the printed copy of the form
4. The completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Walker County at the time the signed contract is submitted for Commissioners Court approval.

If you haven't already done so, your first step in completing Form 1295 will be to create an account. For assistance on how to register and how to complete Form 1295, we would highly encourage you to watch the short "Logging In the First Time- Business User" and "How to Create a Certificate" videos that are posted on the website noted above. In addition there are several other links on the website posted above that may be helpful to you in understanding and completing Form 1295. Walker County's guidance in completing Form 1295 is as follows (Please note this is not legal advice):

1. Who is the contract with – click "Other Governmental Entity"
2. Agency/Entity Name – Walker County, Texas
3. Contract ID Number - enter the Contract# specified at the top of this email

4. Who is the Signature of officer administering oath (the entire bottom line of the form)– the Notary  
With regards to listing your entity's Interested Parties, the Ethics Commission defines the terms controlling interest and intermediary interest is as follows:

**“Controlling interest”** means:

1. An ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
2. Membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
3. Service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. . . .

**“Intermediary interest”** means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

1. Receives compensation from the business entity for the person's participation;
2. Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
3. Not an employee of the business entity

**Your help is appreciated in completing and returning Form 1295 at your earliest convenience. Any delay in returning this form will result in delay of approval and/or award of the contract. If this form is not returned, Walker County will not proceed with the approval and/or award of the contract.**

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

## For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**RESPONSE FORM**

Company: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Emergency (after hours) Telephone Number & Contact Name: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Federal EID #/SSN #: \_\_\_\_\_

**REFERENCES**

Each Responder is to provide a minimum of three (3) verifiable business references within the last three (3) years for which the Responder has performed work.

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Brief Description of project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Brief Description of project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Brief Description of project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_