



REQUEST FOR PROPOSALS (RFP)
RFP 24-043
Primary EMS Billing & Collections

The City of League City is now accepting sealed proposals for EMS billing and collections services. Sealed proposals must be received by **10:00 a.m., CST, Tuesday, August 13, 2024**. (The clock located at the front desk in City Hall will be the official time.) Proposals received after this deadline will not be opened and will be considered void and unacceptable.

Proposals will be publicly opened in a manner that does not reveal their contents immediately following the due date and time at City of League City, City Hall, 300 West Walker Street, League City, TX 77573. The contents of all proposals will remain confidential until a contract has been awarded by City Council.

The RFP packet may be obtained from the City's website at:
<https://www.leaguecitytx.gov/bids.aspx>

All inquiries about this RFP must be submitted in writing to the Purchasing Department at purchasing@leaguecitytx.gov.

First Publication: July 12, 2024
Second Publication: July 19, 2024

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I. Introduction

The City of League City is soliciting proposals from interested and qualified firms for EMS billing & collections services. The City reserves the right to make a single award or multiple awards to accomplish all services outlined in this RFP.

A. Clarification and Interpretation of RFP

1. The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.
2. The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

B. Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals, and gain adequate information from which the City may evaluate the proposer’s products and services as they compare to the other providers and as they pertain to the needs of the City’s organization as defined in this document.

C. Confidential or Proprietary Information

Throughout the process of evaluating proposals and negotiating a contract, all information contained in proposals shall be kept confidential. Upon Council award of contract or rejection of all proposals, contracting information, as defined by Texas Government Code 552 and in this document, shall be open for public inspection. This includes successful and unsuccessful proposals. Exceptions may be made if releasing the information would harm City interests by providing an advantage to a competitor or bidder in a future competitive situation, or if information requested contains proprietary information.

Any information that the potential vendor or Proposer believes may be considered proprietary, confidential or a trade secret should be clearly marked “CONFIDENTIAL”. If requested, the Proposer must be ready to submit to the attorney general justification for why such information is confidential. The attorney general will make the final determination on the confidentiality of stamped information.

Contracting Information - information in a voucher or contract relating to the receipt or expenditure of public funds; solicitations or bid documents; communications sent between the City and a vendor, contractor, potential vendor or potential Proposer during solicitation, evaluation, or negotiation of a contract; documents, including bid tabulations, showing the criteria by which a government body evaluates each vendor; and communications and other information sent between City and a vendor or Proposer related to the performance of a final contract with City or work performed on behalf of City.

Trade Secrets - all forms and types of information including business, scientific, technical, economic, or engineering information and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique

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process, procedure, financial data, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or however stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if the owner of the trade secret has taken reasonable measures under the circumstances to keep the information secret and the information derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure of the information.

D. Background Information

League City is a home-rule, incorporated city with a 2024 population of approximately 118,740. The city encompasses approximately 52 square miles and is in the Houston metropolitan area. The city lies in northern Galveston County and southeast Harris County. League City is located approximately 26 miles southeast of downtown Houston and within 50 miles of Bush Intercontinental Airport. League City is experiencing rapid growth, voted by ConsumerAffairs to be the 15th fastest-growing city in the U.S. Residents of League City enjoy nationally recognized schools, numerous parks, excellent public safety, recreational facilities, access to entertainment, and a unique heritage. The City is governed by a Council/Manager form of government and municipal services are provided by 670 full-time equivalents and ~100 part-time/seasonal hires. The City Council is an elected body consisting of the Mayor and seven Council Members. The City Manager, John Baumgartner, is responsible for all functions of city government. The organization is divided into functional departments and divisions reporting to the City Manager, and two (2) Assistant City Managers. The City is a CDBG entitlement community that receives federal funding from the Department of Housing and Urban Development.

II. Instructions to Proposers**A. General**

This section outlines specific instructions for proposal submissions. Proposers not adhering to these instructions may be disqualified without further consideration. The City shall have the right to cancel any or all items without obligation if delivery is not made on or before the time specified.

1. At the public opening, there will be no disclosure of contents to competing firms. All proposals become the property of the City of League City. Proposers can attend the opening in-person at the address below:

City Hall
300 West Walker Street
League City, TX 77573

- Receipt of Proposals and Opening Sign-In Sheet will be uploaded to the City Website within 48 hours after proposal opening.
2. The City of League City requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To expedite the review of the responses, Firms shall follow the described proposal format. Failure to arrange the proposal as requested may result

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in the disqualification of the proposal. It is requested that proposals be limited to no more than 25 pages, excluding cover page, resumes, sample documents and attachment A forms. Proposals shall have 1” margins and be single-sided, single spaced, using Times New Roman 12-point font. All pages of the proposal must be numbered, and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal. Preferred binding is paper clip, binder clip or three-ring binder.

B. Proposal Submission

The City will receive proposals electronically through Public Purchase or as hard copies delivered to the Purchasing Department.

1. Public Purchase - Electronic Submission

Proposals can be received electronically through www.publicpurchase.com. Instructions for Public Purchase can be found on Attachment B. Please be advised it can take up to 24 hours for an account to become active with Public Purchase. If you need any assistance with the process, you can contact Public Purchase at support@publicpurchase.com.

2. Delivery or Mail - Hard Copies

Hard copy proposals can be submitted with one (1) marked original, one (1) marked copy and one (1) electronic copy (flash drive) properly labeled and clearly marked with the RFP number and description. Hard copies should be delivered to:

City of League City
Purchasing Department
City Hall
300 West Walker
League City, TX 77573
Monday - Thursday 7:30 am to 5:30 pm
Friday: 7:30 am to 12:00 pm

Proposals sent via courier must be sealed in a separate envelope inside of the mailer.

Mark envelope/package : 24-043 Primary EMS Billing & Collections

C. Proposal Timeline

The Proposer selection process will follow the timeline shown below.

Request for Proposals Issued:	July 12, 2024
Deadline for Submitting Questions:	July 30, 2024, 5:30pm
Proposal Submission Deadline:	August 13, 2024, 10:00 a.m.
Anticipated Contract Start Date:	October 1, 2024

III. Scope of Work
A. General

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The City's Fire Department - EMS Division has been an Advanced Life Support (ALS) EMS service for over 35 years. The department managed billing and collection of fees in-house from 1984 through 1994. Since 1994, the billing and collection of fees has been outsourced to a third-party EMS Billing company, with Wittman Enterprises being the provider since 2014. The City currently has Seven (7) total Mobile Intensive Care Units (MICU), with five (5) units deployed as front-line response. Additional units will be added in the future to meet the increasing call and transport volume.

2024 EMS base rates adopted January 1, 2024 are as follows:

1. Basic Life Support (BLS) \$1,700.00
2. Advanced Life Support 1E(ALS-1E) \$1,800.00,
3. Advanced Life Support 2 (ALS 2) \$2,000.00
4. Treatment/No Transport \$375.00
5. Mileage \$21.00 per mile

The City does currently bill for medical supplies used (i.e. medications) and advanced procedures in addition to the base rates listed. The additional charges are updated annually based on current medical supply contract costs. The list of these additional charges will be provided after the bid is awarded.

The EMS averages Four Hundred Sixty (460) billable calls per month, Five Thousand Five Hundred Twenty (5,520) annually.

The City does not differentiate between resident and non-resident calls for service.

Primary Hospitals transported to are UTMB Victory Lakes, UTMB Clear Lake, HCA Clear Lake, Methodist Clear Lake, and Memorial Hermann Southeast. Other locations can include other Houston or Galveston area hospitals and free-standing emergency rooms. Average loaded miles billed is seven (7).

The City currently utilizes ESO Solutions for our ePCR platform. We are **not** considering other options. The City owns and maintains our ePCR system which includes our hardware, software, and annual software license cost.

CALL TYPE BREAKDOWN

	FY 22	FY 23
BLS 1E	17%	21%
ALS 1E	61%	59%
ALS 2	3%	2%
Assessment (Treat/No Transport)	19%	18%

PAYOR MIX for TRANSPORTS

	FY 22	FY 23
Medicare	59%	57%
Medicaid	5%	5%
Private Insurance	15%	16%
Private Pay	21%	22%

PAYOR MIX for NON-TRANSPORTS

	FY 22	FY 23
Medicare	3%	5%

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Medicaid	0%	0%
Private Insurance	20%	21%
Private Pay	77%	74%

BILLINGS AND REVENUE

	FY 22	FY 23
Gross Billings	\$ 5,426,065.00	\$ 5,438,868.00
Net Billings	\$ 3,581,187.00	\$ 3,638,925.00
Revenue	\$ 2,145,906.00	\$ 2,036,214.00

**FY 22 and FY23 numbers are based on prior billing rates.

B. Requirements

The successful Proposer will:

1. Provide a continual review of Medicare, Medicaid, and insurance company policies, procedures, and changes to immediately incorporate new requirements or changes into the collection effort while making appropriate recommendations to the EMS Chief or his designee to maximize recoveries for the City.
2. Bill the City a flat fee per billable call, not a percentage of net collected.
3. Meet with the EMS Chief or his designee at least annually to review reports, performance, recommendations, and any other important information.
4. Adhere to and implement current privacy standards of Health Insurance Portability and Accountability Act (HIPAA) requirements; follow national electronic data interchange (EDI) standards; and use national standard codes, such as: Healthcare Common Procedural Coding System (HCPCS), Current Procedural Terminology (CPT), and Current Dental Terminology (CDT).
5. Provide training for key EMS personnel at the City EMS facility or at the Proposer's facility. Training should cover topics such as Medicare updates and documentation.
6. Follow provisions of the Affordable Healthcare Act.

a. Billing

The successful Proposer will:

1. Ensure that the personnel handling the City of League City will be certified in ambulance coding.
2. Respond to the City's request for billing changes within forty-eight (48) hours.
3. Send refund requests to the EMS Chief or his designee in a timely manner. The City will send the issued refund check number to the Proposer, who will post it to the patient's account. The City will mail the refund directly to the recipient.
4. Be responsible for obtaining missing data necessary for billing from either the receiving hospital or from the patient by use of the HDE (Health Data Exchange), telephone, or in person. Using the U.S. Postal Service for such inquiries is discouraged and only viable if telephone contact numbers are unavailable. Medics do make attempts to obtain patient information (name, DOB, SSN, address, phone) from the patient or family member. Unless the hospital is active with the Health Data Exchange program, attempts are also made to obtain a hospital demographic sheet prior to leaving the hospital or at minimum, the patients hospital ID#.

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5. Mail bills within forty-eight (48) hours after the City's EMS department has submitted the patient record to the billing service and will send monthly follow-up bills.
6. Provide, receive, and process in a timely manner all insurance claim information submitted by patients and meet all deadline submission requirements of all insurance providers. All penalties for late submission will be paid by the Proposer. Functions will include assisting patients with claim preparation, proper assignment of claim, correction, re-filing of rejected claims and prompt refunding of duplicate payments and overpayments.

b. Collections

The successful Proposer will:

1. Negotiate payment options for patients according to the Medicare allowable, including a monthly payment plan when the patient is unable to make payment in full.
2. Provide a P.O. Box for all payments to be received and will receive and post the payments to the patient accounts. The payments will be directly deposited into a designated account set up and controlled by the City. Other options will be evaluated and approved by the City. The City will not utilize a lockbox.
3. Any checks received must be deposited weekly, at minimum. A copy of the deposit receipt must be submitted to the City for reconciliation and include total amount of the deposit and a list of individual checks.
4. The City will immediately notify the Proposer if a payment is returned as insufficient funds, so the biller may adjust the patient's account appropriately.
5. Supply a listing of delinquent accounts to the EMS Chief or his designee, via electronic format, that have not responded to the collection efforts as the accounts are going into the fifth month of billing. The listing will be in MS Excel Format. The Information will include documentation of the collection efforts on each account that will automatically be sent to the City's designated Collection Agency by the sixth (6th) month of billing if no response is received from the patient after the fifth (5th) month.

c. Operations

1. If the payor (Medicare, Medicaid) utilizes electronic funds transfer, the City will provide a bank account to which the City alone will have signature authority. The City will scan and send an electronic copy of the deposit to the successful Proposer daily so that payments can be posted daily to the patient's account, if necessary.
2. Will respond to and resolve all EMS transports/patient inquiries and complaints regarding the billing and collection of EMS fees.
 - a. Will meet the City's response criteria of contacting the patient within one (1) working day to acknowledge that the case is being reviewed and will follow-up once per week with a phone call until resolution.
3. If, in the EMS Chief's determination, the selected Proposer is not interacting in a positive and polite manner with citizens:
 - a. Must take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of contract.
4. Must provide monthly reconciliation of number of transports processed versus those received. The listing will be in MS Excel Format.

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5. The Proposer will have the billing completed for any given month by the 15th of the following month.

e. Reporting

All reports will be in MS Excel. All common data listed in reports should balance from one report to another. Detailed reports of individual accounts or transactions that support the above data should be available upon request for such purpose as audits on the proposer's account, business practices and operational compliance. The Proposer's willingness and flexibility to develop reports not specified will be a consideration in evaluating the proposal. Below is a list of the minimum requirements:

1. Accounts Receivables, including:
 - a. The beginning balance: all EMS charges billed; payments received; any adjustments; and the ending accounts receivable balance.
 - b. Aged Trial Balance of outstanding EMS accounts.
 - c. Summarized, historical report of the selected Proposer's performance, including: The number of runs billed; EMS fees billed and collected; the patient category, i.e., self-pay, private insurance, Medicare, Medicaid; and the collection rate, both gross and net.
 - d. Summary of refunds for overpayment.
 - e. Detailed report of all charge adjustments.
 - f. Summary of bad debt and non-allowable write-offs.

2. The successful Proposer will gather, extract, and transmit data to satisfy the reporting requirements of the City's EMS Department to the Texas Trauma Registry and the Texas Department of State Health Services.

f. Technical

The City's EMS Department uses the ESO Technology Solutions ePCR. The Proposer's Operating system must have the following to be compatible with the City of League City's EMS ePCR system:

1. Operate on any 32-bit Windows operating systems.
2. Use a Microsoft SQL-based Management system.
3. Operate on non-proprietary IBM compatible PCs.
4. Thin client technology (e.g., MS Terminal, Citrix).
5. Not prohibit the use of other programs on PC stations (e.g., MS Word, WinFax).
6. Incorporate standard Windows functionality such as menus, button bars and right-click context menus to perform common functions.
7. Support multiple displays and have the ability to center dialogs on a single display such that dialogs are not cut between monitors.

g. General

The successful Proposer must have the ability to:

1. Complete an audit trail for all transactions with date, time, and user.
2. Post payments as a batch or individual payments.

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3. Classify clients in groups, set expiration dates, and to report on groups (e.g., HMOs members, nursing home patients).
4. Store physicians National Provider Identifier (NPI), Unique Physician Identification Number (UPIN), insurance and license information.
5. Print invoices by patient, payor, or user preference.
6. Set up time payment accounts.
7. Assign accounts to users by payor for collection.
8. Automatically write off account balances as defined by payor once account reaches predefined balance.
9. Accept assignment by payor or individual account.
10. Easily modify/edit a customer or trip by user.
 11. Accept all electronic remittance advices in ANSI 835 format.
12. Submit claims electronically to Medicare, Medicaid and private insurance using ANSI 837 format.
13. Default charges and credits by call type.
14. Use a clearing house for submission of claims (e.g., Novitas, Gateway EDI).
15. Integrate with field data collection devices (e.g., ESO tablet ePCR).
16. Have unlimited payors per customer.
17. Provide internal set up and tracking of Healthcare Common Procedural Coding System (HCPCS) and International Classification of Diseases, 10th Revision (ICD-10) codes.
18. Define schedules by payor (e.g., Medicare, Medicaid, private insurance).
19. Define the collection process, with ability to generate all appropriate letters and notices.
20. Verify the process for payor specific requirements as a pre-billing process.
21. Define security for each user, by System Administrator.
22. Allow for transfer of data using comma delimited ASCII files (e.g., transfer of patient data to Collection Agency).
23. Provide for a permanent and temporary address for the patient.
24. Record the treating and referring physician.
25. Monitor employee productivity through reports.
26. Provide End of Period Reports and the ability to reproduce reports at user discretion.
27. Scan documents (e.g., run reports, Medicare signatures).
28. Store charges and credits with effective dates, and system capability of using correct data by date of service (e.g., Inflation Indexed Charge (IIC) increase from Medicare).
29. Run reports automatically at user discretion.
30. Store certification number (e.g., Medicaid approval number for non-emergency trips).
31. Provide quick reference for last service date and last statement date.
32. Default primary and secondary schedules by payor (e.g., Medicare, Medicaid).
33. Identify user for duplicate social numbers and payors.
34. Identify how a patient is admitted.
35. Bill multiple companies.
36. Track deductibles that were applied towards a payment.

37. Track check number, check date, receipt number, and deposit date when posting payments and credits.

h. Functional

The successful Proposer must be able to:

1. Post credits by line-item charge.
2. Allow for single print of bills and receipts on demand.
3. The ability to edit line-item charges.
4. Ability to quickly reference patient status; number of trips; balance of each trip.
5. Ability to place accounts automatically in a collection schedule for review.
6. Ability to reference contact name and phone number by payor.
7. Print invoices by patient, payor, or user preference.
8. Show aging of accounts by user preference (e.g., trip date, pay date, bill date).
9. Provide default notes for ease of data entry (e.g., patient bedridden).
10. Recall a batch and reproduce if necessary (e.g., batch not received by Medicare, printer jam).
11. Search for patient by name, payor, social security number, call number, date of service, responsible party, legal representative.
12. Provide on-line help with search capabilities.
13. Schedule phone calls by user for collection and/or information purposes.
14. Define charges, credits, and adjustments.
15. Record and report on statistical information (e.g., procedures, medications, patient history).
16. Provide a choice of forms for use (e.g., private bills, self-mailers and invoices).
17. Provide a area for call notes and collection notes.
18. Ability to automatically provide date, time and user when entering notes.
19. Ability to provide facility name, departments, and callers (e.g., Methodist Hospital, Surgical Floor, Jane Smith, Social Worker).
20. Ability to print forms by payor, date range and ability to test a form prior to printing a batch.
21. Ability to track total charges, expected amounts and cost amounts for full billing and reporting of these items.

i. System Reporting

The successful Proposer must:

1. Have the ability to interface with a standard Windows reporting package (e.g., Crystal Reports).
2. Provide a data dictionary for database fields so that users need not know the field and tables layout to report on data elements.
3. Have the ability to allow for the cloning of standard reports for use as report templates.
4. Allow for the capture of report scripts for automated report launching.
5. Provide a number of standard reports with a minimum of the following:
 - a. Aging Summary
 - b. Charge Detail

- c. Credit Detail (including cash and adjustments)
- d. Call
- e. User Activity
- f. Aging with Detail
- g. Credit Summary
- h. Charge Summary
- i. End of Period reports and ability to reproduce reports at user discretion
- j. Detail Accounts Receivable at month end

j. Support

The successful Proposer will have emergency support available twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

- 1. The successful Proposer must provide a list of:
 - a. The hours of general support.
 - b. The response time for emergency support.
 - c. The cost of contracted support.
 - d. The remote dial-in requirements.
 - e. The availability of internet or e-mail support.
 - f. Specific point of contact for all IT concerns.
 - g. Specific primary and back-up point of contact for all contract-related concerns.

Proposal and Evaluation Format

Proposer's submission package shall consist of the following:

- 1. Completed Proposal Cover Sheet (Attachment A)
- 2. Tab A - Firm's experience and qualifications of the personnel assigned to provide the services listed under Scope of Work
- 3. Tab B - General Overview and Scope of Services
- 4. Tab C - Patient Portal and Client Portal with report ability
- 5. Tab D - Proposed Fees and Expenses
- 6. Tab E - Implementation Schedule
- 7. Tab F - Forms (Attachment A)
- 8. Tab G - Addenda, if applicable

A. Proposal Format

By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

The vendor requirements outlined in each section of the scope of work need to be addressed directly in the vendor's proposal, specifying how the responding vendor is best able to achieve these requirements.

- 1. TAB A - Qualifications and Experience

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- a) Briefly introduce your firm, providing a summary of the administration, organization, and staffing of your firm, including multiple offices, if applicable.
- b) Describe the experience of the firm 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.
- c) Discuss your staff's training.
- d) List the firm's professional relationships involving the City for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed ambulance billing and collections services.
- e) If applicable, provide an affirmative statement that your firm is independent of the City and all of the component units of the City.
- f) Provide a statement that the firm 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.

2. TAB B - Firm's General Overview and Scope of Services

- a) Describe the steps taken when billing a customer, including the specific procedures for Medicare, Medicaid, Private Insurance and Self Pay.
- b) Discuss the average time necessary to bill and collect from the various agencies.
- c) 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?
- d) How often do you remit invoices to ambulance customers and how long do you typically pursue payment?
- e) Describe how you will ensure that you have correct and complete insurance information for each customer.
- f) Provide suggestions for increasing the collection rate for the City of League City.
- g) 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 City had incorrect insurance information.
- h) Discuss procedures for remitting patient run reports to your firm.
- i) Discuss procedures for handling invoices returned due to bad addresses.
- j) Describe your billing system. Include whether the City will have online access to the system for informational purposes, the audit trail, notes, and information available.
- k) What assurance can you offer the City of League City that all runs submitted to your firm will be billed in a timely manner?
- l) If it is discovered that a run was submitted to you in a timely manner, but your firm did not bill in a timely manner, billed incorrectly or was not billed at all, how will you correct this?

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- m) Does your system maintain data on all insurance carriers (primary, secondary, tertiary, etc.) or only on the primary carrier?
- n) 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?
- o) Discuss procedures for Medicare and other write-offs.
- p) Discuss procedures for remitting delinquent accounts to collections.
- q) Discuss their management of denials, Medicare in particular.
- r) Discuss their success rate on 1st pass.
- s) Discuss their success rate on appeals.
- t) Optional or additional information.

3. TAB C - Patient Portal and Client Portal with report ability

- a) List all standard reports available.
- b) Detail any applicable charges for custom reporting.
- c) Provide samples of reports 1) monthly, 2) quarterly, 3) yearly.
- d) Describe statistical information available.
- e) List all report computer file formats (xls, txt, pdf, etc.) available for unloading reports.
- f) Discuss the ability to build monthly billing/collection reports to our specifications in excel format, not just utilizing a canned report that we are not able to manipulate.
- g) Discuss the ability provide annual revenue projections based on current fee schedules and proposed/upcoming changes.
- h) Discuss the ability to track and provide us with a monthly analysis of the rejected claims and low reimbursements and provide tips to prevent future denials.

4. TAB D - Proposed Fees and Expenses

- a) Provide a proposed fee schedule.
- b) Briefly describe billing software.
- c) Sample invoices.
- d) Sample notices.
- e) Sample letters.

5. TAB E - Implementation Schedule

- a) Breakdown the timeline of the setup, including set up with Medicare and Medicaid.

6. TAB F - Forms

Provide a completed copy of forms included in Attachment A: Conflict of Interest Questionnaire, Public Information Act, and HB 89 Acknowledgment. The Purchasing Department is happy to answer any questions you may have regarding the required forms.

7. TAB G - Addenda, if applicable

The Proposal Cover Sheet requires acknowledgement of all addenda. Attach

copies of those addenda.

B. Proposal Evaluation Process

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all submitted responses. Evaluation ratings will be on a 100-point scale and the highest scoring Proposers may be invited to attend an interview, at the Proposer’s own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying the proposal received and will not represent any decision on the part of the evaluation committee as to the selection of a successful Proposer.

The City’s process is as follows:

1. City staff shall recommend an evaluation committee which will be used to evaluate all proposals. During the evaluation process, Proposers may be asked for additional information or clarification of proposal as needed. The City will evaluate all proposals based on the following criteria:

Criteria	Points
TAB A - Experience and Qualifications	15
TAB B - Firm’s General Overview and Scope of Services	20
TAB C - Patient Portal and Client Portal with report ability	20
TAB D - Proposed Fees and Expenses	30
TAB E - Implementation Schedule	15
Total	100

2. Once proposals are scored and finalists determined, the evaluation committee will decide whether interviews should be conducted. For interviews, each evaluation team member will award up to 30 points for the Proposer’s oral presentation and can amend proposal scores based on the interview. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalists shall pay their own costs incurred in preparing for, traveling to, and attending interviews.
3. Proposal and interview scores will be combined, and the highest scoring proposal identified. The City will begin contract negotiations with that Proposer.
4. Should negotiations be unsuccessful, the City shall enter negotiations with the next-highest-ranked Proposer. The process shall continue until an agreement is reached with a qualified vendor.
5. The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract. The City Council must approve all awarded contracts.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City’s judgement as to the appropriateness of an award to the best evaluated proposer. The information may be

applied to proposal evaluation process results.

Contract Terms and Conditions

A. General

This will be a **three (3)** year contract, with **two (2)** one-year renewal terms available upon the mutual agreement of the parties with **no more** than a 3% escalation factor per renewal. The renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion. The City reserves the right to make a single or multiple awards, whichever are in the best value to the City to accomplish all services outlined in this proposal.

B. Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

C. Release

It is understood that any resulting contract executed will contain the following language: The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, 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 firm'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 insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

TERMS AND CONDITIONS:

MULTIPLE CONTRACTORS: The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

QUANTITIES: The quantities indicated are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

TAX EXEMPTION: The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

EVALUATION PROCESS: It is the City's intent to enter into a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, City of League City will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter into contract negotiations.

COSTS TO SUBMIT: The City of League City will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS: Proposer shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.

- (1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance protecting Proposer against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person,

Primary EMS Billing & Collections

\$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage
\$1,000,000.00 per each occurrence;

- (4) Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of League City Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <https://www.leaguecitytx.gov/bids.aspx>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. City of League City is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Purchasing Department's desk at City Hall, 300 West Walker Street, League City, Texas, 77573 shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution).

Primary EMS Billing & Collections

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code).

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Galveston County, Texas.

CONFLICT OF INTEREST: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of League City. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents. Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of League City, including affiliations and business and financial relationships such persons may have with City of League City officers. By doing business or seeking to do business with the City of League City, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

PURCHASE ORDER: City of League City may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of League City will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of League City designated location) are to be included in the proposal price.

INVOICES: Invoices must be itemized, and purchase order number must be referenced on original invoice. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the proposer for correction. Invoices submitted for payment shall be e-mailed to: City of League City, Accounts Payable at, accountspayable@leaguecitytx.gov. Invoices can be mailed to Attn: Accounts Payable, to the address: 300 W. Walker St., League City, TX 77573. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect City of League City from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of League City reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of League City may have in law or equity. Respondent, in submitting this proposal, agrees that City of League City shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE: Any notice provided by this RFP or required by law to be given to the successful respondent by City of League City shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in League City, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of League City.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of League City.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a **Certificate of Interested Parties (Form 1295)** at the time the signed contract is submitted to the City. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with

the Texas Ethics Commission using the online filing application located at:<https://www.ethics.state.tx.us/File/>

Prohibition on Contracts with Companies Boycotting Israel: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel, and requiring contract terms that state that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of League City from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

Prohibition on Contracts with Certain Entities: Beginning September 1, 2017, a municipality may not enter into a contract with a company that does business with Iran, Sudan, or known terrorist organizations, and contracts must contain language to that effect. The Texas Comptroller maintains a list of companies known to do business with Iran, Sudan or known terrorist organizations. Inclusion on this list will prevent the City of League City from entering into a contract with that vendor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

Prohibition on Contracts with Companies Boycotting Oil Companies: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies who boycott oil companies and requiring contract terms that state that the vendor does not boycott oil companies and will not boycott oil companies during the term of the contract.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies that discriminate against firearms and ammunition industries and requiring contract terms that state that the vendor does not discriminate against firearms and ammunition industries and will not discriminate against ammunition industries during the term of the contract.