

CITY OF WEBSTER FIRE DEPARTMENT



REQUEST FOR PROPOSAL RFP 24-06

EMERGENCY MEDICAL SERVICE AND FIRE BILLING COLLECTIONS

DUE DATE: September 25, 2024 – 2:00 p.m.

City of Webster
101 Pennsylvania Avenue
Webster, Tx 77598
281-332-1826

SECTION I – CALENDAR FOR EMS BILLING SERVICES CONTRACT	3
SECTION II – INTRODUCTION AND RFP TERMS AND CONDITIONS	3
SECTION III – DEFINITIONS,	4
SECTION IV - TECHNICAL SPECIFICATIONS	4
GENERAL INFORMATION.....	4
<i>Background</i>	4
SCOPE OF WORK	5
<i>Billing and Collections</i>	6
<i>ePCR Requirements</i>	9
<i>Reports</i>	9
<i>ASPP Preparation and Submittal</i>	10
<i>Additional Requirements</i>	10
SECTION V – Terms and Conditions.....	12
<i>Contract Term</i>	12
<i>Electronic Documents</i>	12
<i>Receipt of RFPs</i>	12
<i>Questions and Inquiries</i>	12
<i>City Prerogative to Accept/Reject RFPs</i>	13
<i>Certification</i>	13
<i>Agreement</i>	13
<i>Communication</i>	13
<i>Company Ownership/Management</i>	13
<i>Disclosure</i>	13
<i>Award of the Contract</i>	13
<i>Addenda</i>	14
<i>False or Misleading Statements</i>	14
<i>Clarification of RFP</i>	14
<i>Responsiveness</i>	14
<i>Rejection of RFP</i>	14
<i>Indemnification</i>	15
<i>Release</i>	15
FORMAT REQUIREMENT	15
TAB A Qualifications and experience.....	15
TAB B Procedures	16
TAB C Reporting	17
TAB D Rates and expenses.....	17
TAB E References.....	17
TAB F Certification page.....	17
SECTION VI – EVALUATION FACTORS	17
APPENDIX A – CERTIFICATE OF INTERESTED PARTIES	19

SECTION I – CALENDAR FOR EMERGENCY MEDICAL SERVICE AND FIRE BILLING SERVICES CONTRACT

1 st Advertisement for RFP	September 4, 2024
2 nd Advertisement for RFP	September 11, 2024
Submit RFP / Due Date	September 25, 2024 – 2:00 p.m.
RFP Committee Review	October 2, 2024
Tentative Award of Contract	October 15, 2024
Contract Start Date	October 16, 2024

SECTION II – INTRODUCTION

The City of Webster is soliciting RFP(s) from Emergency Medical Service (EMS) and Fire billing Contractors who are interested and qualified to provide the required product and services as indicated herein. It is the intent of the City of Webster to select a single provider to provide all the services outlined in this request. RFPs will be evaluated utilizing the criteria herein.

Submissions should include one (5) original copy and (1) electronic copy of the complete RFP response. The electronic copy MUST be combined as a single file. The RFP should be returned in a sealed envelope bearing the following information on the outside of the submittal envelope: the name and address of the respondent, as well as “City of Webster RFP EMS and Fire Billing and Collections.”

Response packages will be accepted until and should be addressed to:

City of Webster, Texas
Michael Muscarello
City Secretary
101 Pennsylvania Avenue
Webster, Tx 77598
281-316-4144

SECTION III – DEFINITIONS

To simplify the language throughout this request for proposal, the following definitions shall apply:

CITY OF WEBSTER – Same as City.

CITY COUNCIL – The elected officials of the City of Webster, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City 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.

CITY – The government of the City of Webster, Texas.

CONTRACTOR OR FIRM – The successful offeror of this request.

ePCR – Electronic Patient Care Report, 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

In 2010 Webster’s medical center accommodates a service area population that exceeds more than 1.5 M patients annually. This number has increased as new major medical facilities and attractions have continued to be constructed in Webster. Webster is in the Houston metropolitan area and is approximately 6.7 miles in size. IH45 and SH3 run north and south through the City with NASA Parkway and Bay Area Blvd being major thoroughfares running east to west. NASA Parkway and the NASA Bypass provide commuter’s access from IH45 to NASA and the Johnson Space Center.

The Webster Fire Department is creating a City funded EMS Department. The fire department is also providing Advanced Life Support (ALS) First Responder services to enhance the EMS program. The Fire Department has a goal of responding to all life-threatening calls within 5 minutes 59 seconds 90% of the time. The City does not guarantee future demands for service will be directly correlated to the historical data provided for ambulance service. Historical data on past volumes of business within the city are presented to provide Respondents with a frame of reference for preparing their proposals. For the year 2022 and 2023 the City’s contracted EMS provider reported 2,787 and 2,815 EMS calls respectively. The Fire Department has estimated approximately 3,192 EMS calls for 2024. Webster Fire Department EMS provides Mobile Intensive Care and Advanced Life Support services to include treatment and transport of clients

to area hospitals. The Department utilizes 2 ambulances for patient transport. The Department transports to multiple area hospitals. The Webster Fire Department responded to 1,958 fire service calls in 2022 and 2,101 in 2023.

Ambulance service and billing for the City of Webster is currently contracted.

The approximate payer mix is:

- Medicare 42.26%
- Self-Pay Pay 25.84%
- Commercial 41%
- Medicaid 10.61%
- Other 4.80%

Fee Schedule

The billing rates will be determined by City Council by city ordinance. The rates will be determined by industry standards that are reasonable and customary. The rates may be adjusted by approval from City Council.

SCOPE OF WORK

- The chosen contractor must have the ability to electronically submit claims to Medicaid, Medicare and third-party payers. This includes expertise in unique coding and claims processes utilized by the medical insurance industry with certified coders and staff personnel with EMS certifications or field experience.
- Personnel devoted to this collection effort shall be competent, qualified, experienced and must demonstrate familiarity with Texas- specific rules and regulations and show a minimum of 50 Texas EMS clients.
- The successful proposing firm will be a member of American Collectors Association International and the Texas Ambulance Association.
- During the term of the contract, the successful proposing contractor shall provide, pay for, and maintain General Liability Errors & Omissions insurance in the amount of \$1,000,000.00.
- In addition, contractor shall obtain and file with City of Webster a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the owner, City of Webster, as an additional insured on the required coverage.
- During the term of the contract, the successful proposing contractor shall maintain a Third-Party Debt Collectors Bond in the amount of \$10,000.00.
- The Contractor shall respond to all requests and inquiries, either written or verbal, in a courteous and timely manner, not to exceed five (5) business days.

- The contract firm shall have a point of contact representative for account management located in Texas to facilitate the operations with the City of Webster on a personal basis. Must possess a brick and mortar in Texas with a bonified physical address not PO Box.
- The contracted firm shall provide Webster with monthly aging reports reflecting the status of all accounts that are currently active and the contractor's collection results.
- Given reasonable notification, the contractor agrees to allow free and open inspection by Webster or its designee of contractor's equipment and records for, the purpose of ensuring continuing compliance with the terms of the Agreement and all applicable laws, rules and regulations.
- Fees shall be proposed as percentages of actual collections. Fees shall be expressed as a percentage of actual collections. Webster desires the awarded bidder to deduct the fee prior to remittance. Payments shall be accompanied by detailed reporting documenting amounts paid.
- Every effort shall be made to pass the cost to the claim payor, patient before the credit card rate is passed to the City.
- The contracted firm must be able to gain access to and must have a documented, long-term relationship with ESO billing software and ESO Healthcare Connective Solution website.
- The contracted firm shall have an online web portal for Webster to run reports and complete patient inquiries.
- All claim information must undergo human review (not solely computer-based) prior to submission and during any follow-up or appeals.
- The contracted firm should help in establishing payor relationships.
- The contracted firm shall provide annual client training to keep Webster informed about regulatory changes and evolving industry best practices.
- The contracted firm must provide in-house fire billing and shall not rely on third-party subcontractors.

Billing and Collections

The Contractor will be responsible for providing billing, accounts receivable and delinquent account collection services for the City's Emergency Medical Services (EMS) and Fire Department. The City of Webster may submit to the Contractor all unbilled ambulance calls with a date of service of October 16, 2024 (***anticipated contract "start" date***) and later. The Contractor shall invoice all ambulance calls submitted by the City from that date forward.

The Contractor will review current EMS and Fire billing activities and rate schedules and make recommendations to City on any rate adjustments that may be necessary.

The Contractor will use professionally trained and fully compliant coders to manually

review and code all run reports.

The Contractor shall file initial client billings and customer insurance claims within seven (7) working days from receipt of transport information from Webster Fire Department. The Contractor shall not have the right to refuse to bill and collect any EMS or Fire fee.

Information for ambulance or fire billing is often gathered under urgent conditions and may be incomplete. The Contractor shall obtain any missing data necessary for billing through telephone or e-mail queries from the appropriate source; the ePCR provider, WFD, the receiving hospital, or the patient. (Using the postal mail system for such inquiries is discouraged and only viable if telephone contact numbers are unavailable.)

The Contractor shall provide a proposed billing and collection procedure including sample bills, letters, notices, language and timelines. The successful Contractor shall work with the City to formalize and implement City authorized billing and collection protocol.

The Contractor shall be responsible for rebilling the insurance company for its portion of a bill if the claim is not paid in accordance with the City's terms. If correspondence with the insurance company is required, a copy of the correspondence should be sent to the customer.

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

The Contractor shall agree to implement new fee schedules from time to time as directed by the City.

The Contractor will suspend the billing and collection efforts on any EMS or Fire fee upon written notice via email to do so by the Chief or his designee and write off the balance of an account.

The Contractor will be required to bill the patient's secondary and tertiary insurance carriers (if applicable).

The Contractor must be fully compliant with all rules related to all forms of medical billing. Contractor must also provide proof of a compliance program adhering to proper billing guidelines, contractor shall provide a copy of the companies' policies and procedures, contractor 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 Contractor shall provide proof of an audit program that satisfies the rules established by Centers for Medicare and Medicaid services (CMS).

The Contractor will be responsible for timely submittals to Insurance Companies, Medicare, and Medicaid. If the Contractor fails to bill Insurance Companies, Medicare and Medicaid in a timely manner which leads to lost collections, the Contractor may be held liable for reimbursement to the City for the amount of the lost collections.

The Contractor shall be equipped with computer operations to receive and send data

electronically. The Contractor shall have the capability of electronically transmitting claims to Medicare. The contractor will indicate if they are filing electronically for any service at this time and how other types of insurance filing will be handled.

The Contractor shall work with the City 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.

The Contractor shall use the National Provider Identification (NPI) number for Webster Fire Department EMS.

The Contractor will work with the City of Webster to ensure that all requirements of HIPAA are met. The Contractor will distribute Privacy Notices, in the form required by the city, to all EMS customers.

The Contractor will be required to collect the patient's signature in cases where the City's EMS personnel were unable to obtain the patient's signature during transport. The record of this signature shall be maintained by the Contractor for review by Medicare and City auditors. The Contractor shall make and document no less than two attempts to obtain the patient's signature.

The Contractor must make every effort possible to make collection within 180 days of initial billing without jeopardizing the goodwill of the City.

The Contractor 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 Contractor. Any patient making prompt, regular installment payments shall not be turned over to a collection agency. If a hardship case is brought to the attention of the Contractor or the Chief of the Webster Fire Department, the fee of a patient may be lowered if agreed to by the Chief of the Webster Fire Department by an amount of 30% and the patient placed on a payment plan of no less than \$50.00 per month.

As part of the collection of accounts receivable, the Contractor 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.

The City recognizes that under Medicare guidelines, the City 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.

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

The Contractor 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.

The Contractor will post the payments to the patient accounts within five (5) working days

from receipt of information.

ePCR Requirements

The ePCR provider will be the company known as ESO Solutions. The Contractor shall be compatible with, have a professional relationship with and support the ESO ePCR platform. All contract negotiations between the City of Webster and the Contractor shall include and cover all costs and fees associated with ESO as the ePCR provider. The proposal will include all startup costs and related implementation costs with the proposal.

The Contractor must submit a detailed description of their compatibility with ESO to include:

1. Demand reports
2. Software support details
3. Implementation timeline
4. Ability to work with and any experience working with ESO

The City reserves the right for additional information as needed.

The City of Webster will execute the necessary Master Service License Agreement (MSLA) with ESO Solutions, and the Contractor will be responsible to contact ESO Solutions and execute the necessary Services Provided Agreement (SPA) contract to provide the ePCR that will satisfy this RFP.

Reports

The Contractor shall be required to submit monthly reports no later than the 6th day of each month for the preceding month. The City reserves the right to request additional reports at any time.

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 City's fiscal year begins October 1st and ends September 30th. On a fiscal year basis, the Contractor 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 the Contractor)
- 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

ASPP Preparation and Submittal

The Contractor will prepare and submit all reporting necessary to successfully claim available funds through the Ambulance Supplemental Payment Program. Submission of the forms needed to claim all available funds shall be submitted to the State of Texas Health and Human Services (HHSC) department under the direction of the Contractor or a third-party contractor representing the Contractor. Such documentation may include but not be limited to Cost reports, Cost Settlement reports, and any future changes that would make the City of Webster 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 the City of Webster. This team is typically a contracted third party hired by the Contractor.

Additional Requirements

- The Contractor may be asked to address the City Council and respond to their questions.
- The Contractor shall maintain records as required by Medicare, Medicaid and all other applicable government agencies and/or regulations.
- The contractor must have principles offices in Texas.
- The Contractor will designate a single point of contact for handling the City's account. The client representative must also be located in Texas.
- Upon request, the Contractor shall make available to the City's internal and/or external auditors all records that pertain to the City's business.

- The Contractor will be required, upon notice, to allow the City and its authorized agents the right to audit, inspect and copy all such records and documentation as often as the City 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 City. The City shall retain ownership of all such records.
- The Contractor will be expected to adhere to generally accepted accounting principles in order to ensure the establishment of an efficient billing, collection and recording system that is easily understood and audited.
- The Contractor will keep and maintain adequate records of work, information, expenses, costs, invoices, materials provided, and services performed pertaining to the City's Fire and EMS ambulance and transport billing. These records shall be maintained for 10 years and patients that are under 18 at the time of treatment shall be maintained until the patient reaches 21 or for seven years from the date of last treatment, whichever is longer. This is straight from *Texas Administrative code, rule 157.11*.
- The Contractor 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 Contractor must be able to handle customer inquiries Monday through Friday, 9:00am – 5:00pm at a minimum (excluding holidays). The Contractor shall also provide avenues of communication for non- English-speaking individuals.
- All written or verbal communications between the Contractor, the EMS customer (patient or legal guardian) and insurance representatives will be conducted in a professional and courteous manner.
- The Contractor will, at all times, maintain a professional and courteous working relationship with the City of Webster departments and divisions.
- On an as-needed basis, the Contractor will be expected to meet with Webster Fire Department. Meetings will be held on-site or at a mutually agreeable alternate location. The Contractor will be responsible for any expenses incurred to attend these meetings.
- The Contractor shall be responsible for 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 Webster Fire Dept. personnel are trained regarding documentation, charges, applicable health care laws and regulations as they relate to the billing process.
- The Contractor will be responsible for informing Webster Fire Department of any information that is deemed pertinent to ambulance billing (i.e., Medicare and Medicaid billing changes).
- The Contractor must provide the City 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 City personnel to view individual account activity as well as aggregate financial data.

- All computer data/information concerning work performed under this RFP; including, but not limited to, patient information and balances due; shall always remain the property of the City of Webster. Further, the Contractor must agree to surrender any and all information concerning work performed under this RFP (written and electronic format) within thirty (30) days of the termination of this contract. The contractor will also provide the City with final reports and statistics, including all data requested by the City at that time, within thirty (30) days after the contract ends, The City may agree to extend this time period to accommodate the final billing.
- 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

Contact Term

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.

Electronic Documents

Requesting contractor firms may be supplied with the original documents in electronic form to aid in the preparation of RFP(s). By accepting these electronic documents, Firms agree not to edit or change the language or format of these documents. Submission of an RFP by Firms signifies full agreement with this requirement.

Receipt of RFPs

The submitted RFP(s) must be received by the City Secretary prior to the time and date specified. The mere fact that the RFP was dispatched will not be considered; the Firm must ensure that the RFP is actually delivered, and time stamped.

Regardless of cause, late qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the Firm’s sole risk to assure delivery at the designated office by the designated time. Late qualifications will not be opened and may be returned to the Firm at the expense of the Firm or destroyed if requested.

Questions and Inquiries

Questions and inquiries regarding the RFP should be directed to:

Michael Muscarello, City Secretary, at 281-316-4144.

Questions should be submitted in writing no later than seven (7) days prior to the specified due date of the RFP, and may be submitted to mmuscarello@cityofwebster.com

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.

City Prerogative to Accept/Reject RFPs

The City 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 request for RFP if found in the best interest of the City. All RFPs become the property of the City of Webster.

There is no express or implied obligation for the City of Webster to reimburse responding Firms for any expenses incurred in preparing RFPs in response to this request and City of Webster will not reimburse responding Firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Certification

RFPs must be submitted with a completed copy of Attachment A located at the end of this RFP request.

Agreement

Submittals should include any vendor proposed, or required, agreements and contracts regarding this RFP.

Communication

Prospective vendors shall communicate only with the staff identified herein during the entire RFP process (from this solicitation to award). The City shall not be responsible for any verbal or non-verbal communication between a potential bidder and any other employees of the City; 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 City of Webster will be considered.

Company Ownership/Management

Should there be a change in the awarded vendor ownership or management, the contract may be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

Disclosure

At the public opening, there will be no disclosure of contents to competing Firms, and all RFPs will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as proprietary, all RFPs will be open for public inspection after the contract award.

Award of the Contract

The award of the contract shall be made to the responsible contractor whose RFP is determined to be the best offer, taking into consideration the relative importance of the factors set forth in this request for RFP.

The contents of the RFP of the successful bidder will become, at our option, a contractual

obligation if a contract ensues. Failure of the successful bidder to accept this obligation may result in cancellation of the award.

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. The City of Webster reserves the right to terminate the selection process at any time and to reject any or all RFPs.

The City of Webster reserves the right to accept the RFP that is, in its judgment, the best and most favorable to the interests of the City of Webster 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.

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.

False or Misleading Statements

If, in our opinion, an RFP contains false or misleading statements or references that do not support a function, attribute, capability, or condition as contended by the vendor, the entire RFP may be rejected at the discretion of the City.

Clarification of RFP

We reserve 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.

Responsiveness

RFPs should respond to all requirements of this RFP to the maximum extent possible. Vendors are asked 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.

Rejection of RFP

RFPs that are not prepared in accordance with these instructions to vendors may be rejected /disqualified. If not rejected, the City of Webster may demand correction of any deficiency and accept the corrected RFP upon compliance with these instructions to proposing vendors.

Indemnification and Release

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

Indemnification

It is further agreed that the Contractor (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 Contractor 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 Contractor, or any third party.

Release

The Contractor 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 Contractor'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 City, any other party released hereunder, the Contractor, or any third party.

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 the City of Webster. 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 City of Webster. The requirements stated do not preclude Offerors herein from furnishing additional reports, functions, and costs as deemed appropriate.

To facilitate the review of the responses, Contractor shall follow the described RFP format. Organizing the information within each tab in the order listed below will be appreciated.

TAB A Qualifications and experience

1. Briefly introduce your Firm, providing a summary of the administration, organization and staffing of your Firm, including multiple offices, if applicable.
2. List the contact person for your Firm.
3. If your Firm has multiple office locations, specify which location you propose to service our account.
4. 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.
5. Discuss your staff's training.

6. List the Firm's professional relationships involving the City or any of its component units 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 fire and ambulance billing and collections services.
7. If applicable, provide an affirmative statement that your Firm is independent of the City and all of the component units of the City.
8. 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.
9. Provide documentation to demonstrate familiarity with Texas-specific rules and regulations and show a minimum of 50 EMS clients in Texas.

TAB B Procedures

The contractor 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, Self-Pay and Fire billing.
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 the 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 the City of Webster.
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 City had incorrect insurance information.
8. Discuss procedures for remitting patient run reports to your Firm.
9. Discuss procedures for handling invoices returned due to bad addresses.
10. 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.
11. What assurance can you offer the City of Webster that all runs submitted to your Firm will be billed in a timely manner?
12. 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?
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 collections.
17. How will your entity handle, process, and manage the request for medical records for: law firms, courts, investigators, etc.
18. The Contractor will provide evidence and examples of past preparations that have been made for other anonymous clients of the Contractor and the awards received and fees associated with these ASPP claims.
19. Explain how your firm may assist the City with renewal of CMS certification.
20. Optional or additional information.

TAB C Reporting

1. List all standard reports available
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, txt, pdf, etc.) available for unloading reports

TAB D Rates and expenses

Please include details of the pricing model offered as well as a projection of revenue generated over 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 City's Standard Form of Agreement.

SECTION VI – EVALUATION FACTORS

The City of Webster will review all RFPs to determine compliance with the requirements as specified in the RFP. Only RFPs which, in the opinion of the Selection Committee, meet the requirements of the RFP will be further evaluated. RFPs that pass the preliminary review will be evaluated on how well the RFP meets the needs of the City of Webster as described in the Firm's response to each requirement listed in the RFP. The Selection Committee will review all written RFPs that meet the minimum requirements and will select what it deems to be the top two to four RFPs 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 RFPs. After receipt of RFPs, the City of Webster will use the following criteria in the selection process:

- 30% - Bidder's ability to satisfy TABs B&C, including but not limited to Procedures and Reports

- 30% - Bidder's ability to fulfill requested items in the RFP not covered in the "TAB" sections including but not limited to ASPP preparation, ESO integration, Billing and Collection, as examples
- 20% - Rates and Expenses
- 10% - Qualifications and experience
- 10% - References: Feedback by current customers

APPENDIX A CERTIFICATE OF INTERESTED PARTIES

ATTENTION VENDORS DOING BUSINESS WITH THE CITY OF WEBSTER

Certificate of Interested Parties

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code and applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

With regards to City of Webster purchases, a vendor that is awarded a contract or purchase that is greater than \$50,000 is required to electronically create a Form 1295 through the Texas Ethics Commission website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed and notarized copy of the form to the City. A contract, including City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

Thank you for your cooperation.

Michael Muscarello
City Secretary
101 Pennsylvania Avenue
Webster, Tx 77598
281-316-4144
mmuscarello@cityofwebster.com