



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

January 25, 2022

Subject: Request for Proposals #2054-P: EMS Billing Services

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a proposal for EMS Billing Services, in accordance with the specifications and information contained herein.

Questions concerning this request for proposals should be addressed to Natasha Duggan in writing via email to nduggan@fayettecountyga.gov or fax to (770) 719-5534. **Questions will be accepted until 3:00 p.m., Friday, February 11, 2022.**

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214

Request for Proposals #2054-P
Request for Proposals Name: *EMS Billing Services*

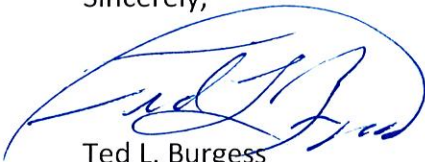
Your envelope must be sealed and should show your company's name and address.

Proposals will be received at the above address until 3:00 p.m., Friday, February 18, 2022, in the Purchasing Department, Suite 204. Proposals will be opened at that time, and the names of the responding companies will be read.

Proposals must be signed to be considered. Late proposals, faxed proposals, or emailed proposals cannot be considered.

If you download this Request for Proposals from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", is written over a large, light blue oval shape.

Ted L. Burgess
Director of Purchasing

Attachment

GENERAL TERMS AND CONDITIONS
RFP #2054-P EMS Billing Services

1. **Definitions:** The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful offeror." The term "county" shall mean Fayette County, Georgia.
2. **Preparation of Offers:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the successful offeror and the county. The offeror should take care to answer all questions and provide all requested information.

3. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The offeror's company name,
 - b. The Request for Proposals (RFP) number, which is **2054-P** and
 - c. The RFP Name, which is **EMS Billing Services**.

Price schedules shall be placed in an additional opaque sealed envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal.

Mail or deliver one (1) original, unbound proposal, signed in ink by a company official authorized to make a legal and binding offer, and a proposal copy (no pricing on flash drive) on one flash drive to:

Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214

Request for Proposals #2054-P
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4. **Timely Receipt:** Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the county.
5. **Open Offer:** The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening unless this timeframe is specifically excepted to in your offer.

6. **Corrections or Withdrawals:** The offeror may correct a mistake or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing. In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

The county reserves the right to waive any defect or irregularity in any proposal received.

7. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).
8. **References:** Offerors shall submit with proposals a list of five (5) jobs the offeror has done, three of which shall be from fire-based EMS agencies, that are of the same or similar nature to the work described herein. For each job listed include the size of their service, a contact person, mailing address, valid telephone number, and the dates of service of the form provided.
9. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

10. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the county. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award. The county reserves the right to obtain clarification or additional information from any firm regarding its proposal. The county reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the owners. The county further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
11. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals and is in all respects fair and without collusion or fraud.
12. **Ability To Perform:** The offeror may be required, upon request, to provide to the satisfaction of the county that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the county, the county may reject the offer.
13. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed.
14. **Term of Contract:** The initial term of this agreement shall begin upon issuance of a Notice to Proceed and continue through June 30, 2025. Thereafter, the contract shall automatically renew for two additional, consecutive, one-year terms, each commencing on the anniversary of execution unless the County takes positive action to terminate the agreement by providing written notice of termination 90 days prior to automatic termination. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
15. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
16. **Payment Terms:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the awarded contract, and both parties must agree on such deviation.
17. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.

18. **Indemnification:** The contractor shall indemnify and save the county and all its officer, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed by or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such damages, losses, or expenses, but only to the extent such damages, costs and expenses are adjudicated to have been caused by or resulted from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.
19. **Non-Assignment:** Assignment of any contract resulting from this request for proposals will not be authorized, except with express written authorization from the county.
20. **Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
- **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - **Worker's Compensation:** Workers Compensation as required by Georgia statute.
 - **Cyber Liability Insurance:** \$2,000,000 per occurrence *If there is exposure to loss of stored data, theft of data, disruption of networks, or disclosure of private information.*

Before a contract is executed with the successful offeror, the successful offeror shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract but must be provided prior to execution of the contract document by both parties. Certificates shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

21. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
22. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.

23. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
24. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

**Request for Proposals
#2054-P: EMS Billing Services**

Objective

Fayette County, Georgia is soliciting proposals for EMS Billing Services. The initial term of this agreement will be through June 30, 2025. Upon completion of the initial contract term, the contract shall automatically renew for two additional, consecutive, one-year terms, unless specification is taken to terminate, as specified in the Terms and Conditions 14, 21, and 22.

Introduction

The County is soliciting proposals for a contract with a highly qualified provider for EMS Billing Services. Unless otherwise stated, all specifications listed are minimum requirements. Proposals must provide all services related to EMS billing.

The Request for Proposal and the proposal of the successful firm will be the basis for the EMS Billing Contract.

The County requires a provider with significant EMS billing experience and expects face-to-face meetings when necessary or desired.

Background

The County's Fiscal year is July 1st through June 30th of the following year. We currently utilize Image Trend Elite for the Electronic Patient Care Report (ePCR).

In calendar year 2021, EMS encountered 5,611 patients receiving billable services. Our rate structure and mileage charges are as follows:

- BLS and BLSE: \$550 – 486 instances in CY2021
- ALS1: \$625 – 4,890 instances in CY2021
- ALS2: \$650 – 118 instances in CY2021
- SCT: \$800 – instance in CY2021
- Treat & No Transport: \$125 – 61 instances in CY2021
- Mileage: \$8.25/mile
- CY2021 billed charges - \$3,763,059.91

Scope of Services

The selected vendor is required to provide all necessary ambulance billing services meeting the following requirements:

- The Contractor shall currently have or obtain a software interface with the County's EMS ePCR company (ImageTrend) and must demonstrate successful data transfer to the respondent's billing software
- Contractor shall describe the process for evaluating and addressing outstanding accounts receivable from previous years.
- Contractor shall be able to process credit card payments without assessing the County any fees (fee may be added to consumer payment side).
- Contractor shall utilize certified medical coders in its processes.
- Contractor shall submit claims reliably within 72-hours of the call being processed through the County's quality assurance review process.
- The contractor shall demonstrate the ability to generate and manage billing for a minimum of 6,000 calls per year.
- The system will be HIPAA compliant meeting all State and Federal confidentiality, security, and transaction coding requirements.
- The contractor shall provide support during normal business hours by phone.
- The contractor shall allow agency access to patient account status, filing dates, insurance payment data information in real time online access.
- The contractor shall allow, with a seven (7) day notice, the agency to conduct a complete on-site financial/process review audit.
- The contractor shall participate in the County's annual fiscal year audit.
- The contractor shall demonstrate acceptable internal audit processes and standards.
- The contractor shall conduct an 18-month retrospective analysis of billables to determine if any additional monies may be captured.
- The contractor shall agree to subtract refunds from charges at the billed percentage.

Reporting

Detailed reports are required to monitor billing and collection progress. A sample of reporting examples should be submitted with your proposal. Reports shall include, but are not limited to:

- A monthly report showing all transports billed. The report shall include date of service, incident number, patient name, origin, destination, service level, mileage and gross charges.
- A monthly report showing aged accounts receivable sorted by category (Medicare, Medicaid, insurance and private pay) and payer. The report should show accounts receivable at 30, 60, 90, and 120 days. The report should also show the last date of activity on the account and where the next dollar payment is expected from.
- A monthly report of payments received.
- A monthly report of all refunds processed during the month.

- A monthly report of all accounts referred back to the County for referral to delinquent debt collection services contractor or write off.
- A monthly report of all account denials categorized by payer and reason.

Proposal Response Requirements

The County's evaluation of proposals will include considerations such as, but not limited to, all products' reliability and ease of use, reference checks, experience with Fire-based agencies, and all Federal and State compliance issues. In order to be considered responsive, proposals shall include such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and aspects of this contract in a competent and expeditious manner.

Proposals must include the following information in the order shown:

1. **Cover Page:** Include the Request for Proposal number (#2054-P) and title (*EMS Billing Services*). Also include your firm's name, address, telephone number, fax number, and email address.
2. **Table of Contents**
3. **Required Documents:**
 - a. Company Information Page (*form provided*)
 - b. Contractors Affidavit (*form provided*)
 - c. References (*form provided*)
 - d. Exceptions (*form provided*)
 - e. Signed addenda, if any are issued

Note: Pricing forms shall be submitted in a separate, sealed envelope, as provided in the Terms and Conditions section of this RFP.

4. **Firm's Background:** Provide a brief profile of your company to include, but not limited to personnel, years involved in the industry, other areas of expertise and other EMS provider customers while detailing the size of their service. Please comment on any characteristics of your organization at that are considered unique or exemplary within the industry, or that differentiate you from your competition and could add value for the county.

Provide your specific experience in billing EMS fees and include any information on billing for other similar-sized governmental agencies. Include your length of time in the EMS billing business and specific knowledge related to Georgia-based EMS billing and electronic patient records.

Please provide copies of your standard reports and detail the frequency that you provide them to your clients.

5. EMS Billing Experience, Expertise, and Processes:

- a. Describe how you currently submit claims electronically to Medicare, Medicaid, and major private insurance companies.
- b. How many patient bills are generated by your company each year for the last three (3) years?
- c. What is your median turnaround time to process a bill for Medicare, Medicaid, self-pay, and private insurance?
- d. Describe your process for evaluating and addressing outstanding accounts receivables from previous years, and anticipated outcomes and typical best practice results from your process.
- e. What methods do you use to communicate with provider? Can custom reports be created based on specific criteria? If a custom report is requested, how quickly can it be addressed, and will there be an additional charge?
- f. Do you utilize a process to stay current on Medicare/Medicaid changes?
- g. Do you utilize a process to keep the operating systems current/updated?
- h. Describe the County's capabilities to see financial data in real-time, including the ability to allow the County access to patient account status and other similar information in real-time online access.
- i. Explain the process if an ePCR is missing information, such as, patient's demographics, signature, insurance, MOT, PCS, hospital face sheet or other related information needed to submit a bill.
- j. List the certifications that are required for insurance coders in your company.
- k. What are your hours of operation? Do you provide bilingual customer service agents?
- l. How many account representatives, coders, and/or supervisors will be assigned specifically to Fayette County EMS accounts?
- m. Will your company manage the request for records by a lawyer, court or a private citizen?
- n. Describe the process for remitting collections to the County and state the typical monthly schedule for remitting those collections.
- o. Are you willing to work with the County's existing EMS debt collection agency, Diversified Adjustments?
- p. Describe how customer payments are received, and how refunds are to be handled.
- q. Describe any network/internet connectivity and bandwidth requirements including any special software requirements.

6. **Schedule:** Provide a schedule that demonstrates your ability to meet the County's schedule for implementation in accordance with the anticipated timeline included in this RFP.

7. **References:** A minimum of five (5) references must be submitted with your proposal. Three (3) of these references shall be from fire-based EMS agencies.
8. **Unique Features:** Factors that differentiate you from your competition that provide added value to the County.
9. **Fees, Rates, and Other Charges:** Fayette County desires a fee structure based upon a percentage of received funds payable on a monthly basis. Please clearly outline the percentage basis for payment based on revenues. Additional fees for services, if applicable, must be clearly delineated on the proposal. As the County cannot accommodate fees associated with credit card processing, all charges associated with the acceptance of a credit card must be assigned to the consumer. Please include details for the pricing model offered, as well as a projection of revenue generated for five (5) calendar years and provide basis and assumptions.

Evaluation Criteria

Award will be made to the responsible firm whose proposal is most advantageous to the County, with technical merit, price, and other factors considered. An evaluation committee will evaluate and score proposals.

Technical Merit

Evaluation scores will be based 70% on the technical merit of the proposal, using the following criteria, and maximum number of points earnable. Additional information about each criterion is shown in items 4 – 8 in the *Proposal Response Requirements* above.

<u>Criteria</u>	<u>Max points</u>
Background	5
EMS Billing Services	40
Ability to meet schedule	5
References	15
Unique Features	<u>5</u>
Total Maximum Points – Technical Merit	70

Price

The remaining 30% of the evaluation scores will be determined by your proposed prices, as compared to other responding entities. Proposed prices will be assigned points earned through the use of a “variance” weighted method. The lowest offered price will earn the maximum number of points for the pricing portion of the score. Other proposals’ price scores will be calculated based on the variance of their prices from the lowest offered price.

Presentations

Fayette County may, at its discretion, choose one or more of the best-scoring companies to make in-person presentations. If more than one company makes a presentation, the evaluation committee will evaluate the presentations, and add up to a maximum of 30 additional points for each company that makes a presentation.

Anticipated Timeline

The following is an estimated timeline leading to an executed contract:

- Issue the Request for Proposals 1/24/2022
- Deadline for proposal submission 2/18/2022
- Presentations, if required 3/3/2022
- Board of Commissioners' consideration for contract award 3/24/2022
- Contract executed, and Notice to Proceed issued 4/15/2022

EXCEPTIONS TO SPECIFICATIONS

RFP #2054-P: EMS Billing Services

Please list below any exceptions or clarifications to the specifications of this bid. Explain any exceptions in full.

[illegible]

COMPANY NAME: _____

REFERENCES
RFP #2054-P: EMS Billing Services

Please list five (5) references for current or recent customers who can verify the quality of service your company provides. Three (3) of these references shall be from fire-based EMS agencies. Projects of similar size and scope are preferable.

Reference One:

Fire based EMS Agency _____

City & State _____

Contact Person and Title _____

Phone _____ Email _____

Approximate date & size of their service: _____

Reference Two:

Fire based EMS Agency _____

City & State _____

Contact Person and Title _____

Phone _____ Email _____

Approximate date & size of their service: _____

Reference Three:

Fire based EMS Agency _____

City & State _____

Contact Person and Title _____

Phone _____ Email _____

Approximate date & size of their service: _____

COMPANY NAME _____

REFERENCES - continued
RFP #2054-P: EMS Billing Services

Reference Four:

Government/Company Name _____

City & State _____

Contact Person and Title _____

Phone _____ Email _____

Approximate date & size of their service: _____

Reference Five:

Government/Company Name _____

City & State _____

Contact Person and Title _____

Phone _____ Email _____

Approximate date & size of their service: _____

COMPANY NAME _____

COMPANY INFORMATION
RFP #2054-P: EMS Billing Services

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

Email Address: _____

Phone Number: _____ Fax Number: _____

PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cellular Number: _____

Email Address: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

2054-P: EMS Billing Services
Name of Project

Fayette County, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____