



Shelby County Tennessee

Mark H. Luttrell, Jr. Mayor

Request for Proposal **Shelby County Government** **Purchasing Department**

160 N. Main, Suite 900
Memphis, TN 38103

Issued: September 16, 2016

Due: October 7, 2016 no later than 3:00 P.M. (Central Standard Time)

RFP #17-009-14

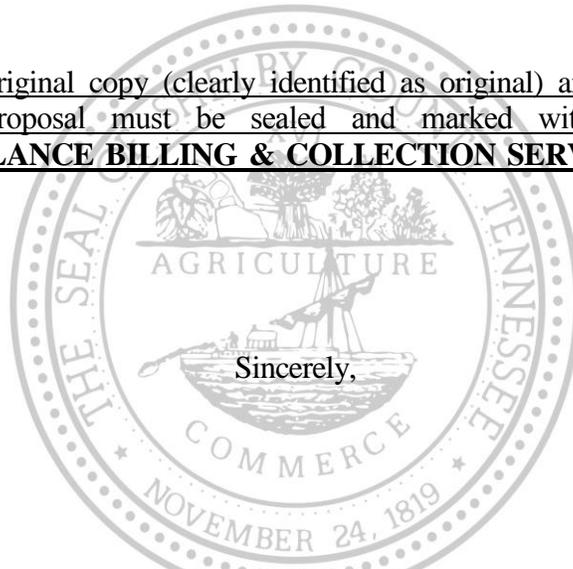
Ambulance Billing & Collection Services **Shelby County Public Works Division**

Shelby County Government is soliciting proposals on a competitive basis from interested and qualified entities to provide Ambulance Billing and Collection Services as well as additional associated support services, as specified in the Request for Proposal (RFP). Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 3:00 p.m. on Monday, October 10, 2016.** Proposals should be addressed to:

Robert S. Brenner, Buyer
Shelby County Government
Purchasing Department
160 N. Main St., Suite 900
Memphis, TN 38103

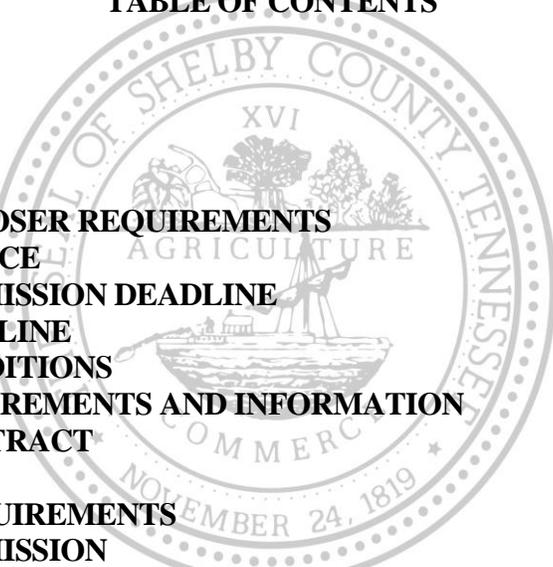
The package containing an original copy (clearly identified as original) and five (5) copies and one (1) electronic copy of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, AMBULANCE BILLING & COLLECTION SERVICES, RFP #17-009-14 noted on the outside.



Sincerely,

Robert S. Brenner, Buyer
Shelby County Government
Purchasing Department

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- The seal of Shelby County, Tennessee, is a circular emblem. It features a central illustration of a boat on water, with a plow and a sheaf of wheat above it. The text "SHELBY COUNTY TENNESSEE" is written around the top inner edge, and "AGRICULTURE" and "COMMERCE" are written across the center. The date "NOVEMBER 24, 1819" is at the bottom. The Roman numeral "XVI" is positioned above the central scene.
- I. INTRODUCTION
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Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

Please download all of the additional information and attachments that accompany this RFP.

EXHIBIT "A" FINANCIAL PROPOSAL FORM

EXHIBIT "B" CONTRACTOR INFORMATION & REFERENCES



I. INTRODUCTION

Shelby County Government (the “County”) is seeking proposals from interested and qualified entities provide Ambulance Billing and Collection Service within the unincorporated areas of the County and the municipalities of Lakeland, Arlington and Millington, as well as additional associated support services, (the “Services”). This Request for Proposal (“RFP”) is being released to invite interested and qualified companies to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms proposer and contractor are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Have a minimum of five (5) years experience providing the requested services.
2. Have sufficient, competent and skilled staff with experience in performing services.
3. Have all appropriate licenses and certifications required in the State of Tennessee to perform the services and procure all permits, pay all charges, taxes and fees.
4. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, know as the “Tennessee Lawful Employment Act” (effective date of 1/01/12). Proof and documentation of employment eligibility must be included with the proposal.
5. **Apply** and **qualify** for a vendor number and an Equal Opportunity Compliance (EOC) certification number through our EOC Administration (*see the details outlined in Section VII General Requirement / e. Selection Criteria*) **prior to submitting your response**.
6. Adhere to all Title VI requirements and provide proof/documentation if necessary.
7. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).
8. Provide audited financial statements for the last three (3) complete years. If not available then proof of financial stability satisfactory to Shelby County.
9. Must complete Exhibits A and B as a part of the RFP response.

FIRMS QUALIFICATIONS / MINIMUM REQUIREMENTS

- A. Proposers shall provide a description of the firm, including the size, range of activities, strength, stability, experience, honors, awards, recognitions, etc.
- B. Complete **Exhibit B** - Qualifications/References for similar work in this portion of the proposal to identify a minimum of five references. The County requires a minimum of five (5) references to be submitted, of which, at least one reference shall be of a billing account in Tennessee, in accordance with the minimum qualification requirement identified in section III.3.
- C. Submit proof and ability to have an operational billing system that can work/interface with the ESO Solutions EPCR software.

- D. Submit qualifications of the proposed team members, including experience and years with the firm.
- E. For each person assigned to the County's account, detail their responsibilities and job tasks performed relevant to the scope of services required herein, including report development.
- F. Identify the project manager - main account contact that would be assigned to the County's account.
- G. Identify if any sub-consultants will be used as part of the team and benefit of using the sub-consultant.
- H. Detail the team's payment proficiency in TENNESSEE Medicare and Medicaid as it relates to medical transport billing services. Include specific training, tools, use of Compliance Officer, etc.

Please Note: *As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an "Equal Opportunity Compliance" certification number.*

You can access the online applications to receive the numbers indicated above at www.shelbycountyttn.gov. To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Conducting Business with Shelby County". The "Vendor Registration" link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. *(Applications for a vendor number are accepted online only.)*

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links "Department", "E" for the Equal Opportunity Compliance and "Contract Compliance Program". The "Contract Compliance Packet" link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

If you have any questions regarding the application, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.

Note: *Because of the length of time it takes to receive an EOC number, vendors who submit their applications prior to the RFP due date proposals will be accepted pending EOC approval of their application.*

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Robert S. (Bob) Brenner
Shelby County Government
160 N. Main St. Suite 900
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Bob Brenner in writing bob.brenner@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Friday, September 30th by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County's website at www.shelbycountyttn.gov within 48 hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **October 10, 2016 @ 3:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified.

Request for Proposals Released	Friday, September 16, 2016
Proposal Due Date	Monday, October 10, 2016 by 3:00 pm (CST)
Notification of Award	November, 2016
Services to Commence	Immediately upon execution of the contract

The County may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

a. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all proposers, in writing, if the County rejects all proposals.

b. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

c. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the proposer's responsibility to ensure that its proposals arrive on or before the specified time.

d. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

e. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

f. Proposal Validity

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

g. Disclosure of Proposal Contents

Proposer understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. *All proposals and other materials submitted become the property of Shelby County Government.*

h. LOSB

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten percent (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
- (v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
- (vi) Failure by a supplier or proposer to include locally owned small business subcontractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or proposer can show documented evidence of good cause why none were included.
- (vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.
- (viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.
- (ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and one-half percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent (50%) subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

VII. GENERAL REQUIREMENTS

a. Background

The contract coverage area includes approximately 381 square miles and a population of approximately 150,000 people. The majority area is serviced by Shelby County Fire Department (9

fire stations). The remaining area is serviced by Arlington Fire Department (1 fire station) and Millington Fire Department (2 fire stations). The Shelby County Fire Department is a full service agency that provides fire suppression, emergency medical services, public fire and safety education, hazardous materials response, technical rescue services, fire code compliance, and fire prevention activities. The Shelby County Fire Department consists of 139 full-time fire fighters and 30 support/administrative personnel. The full-time fire fighters work a rotating 24-hour shift out of 9 fire stations with a minimum staffing of 38 personnel on duty each day. Each on-duty company can provide Advance Life Support medical services and a Battalion Chief supervises each shift.

Historically, EMS patient treatment and transport has been provided by a third-party contractor (currently American Medical Response, Inc.). The current system receives approximately 10,000 to 15,000 calls per year. Between 65 and 70 percent of patients are transported to area hospitals. There are twelve (12) medical hospitals; one is a level one trauma center, and one is a comprehensive children's hospital. The total EMS calls for service per entity for 2015 are as follows:

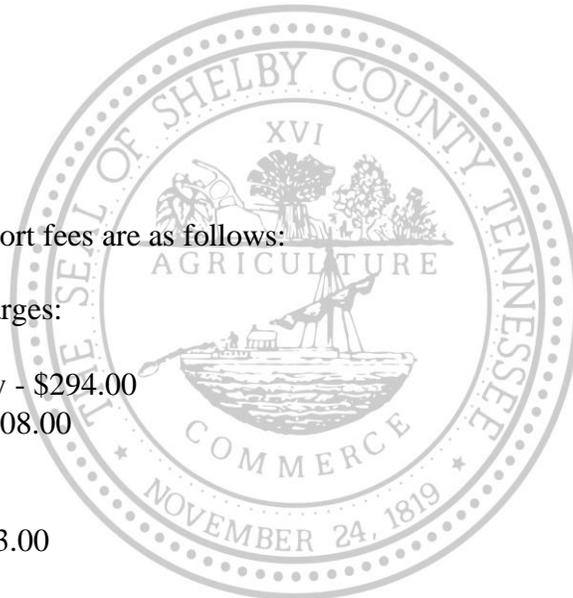
Unincorporated Shelby County – 6,766
Arlington – 633
Lakeland- 759
Millington – 1859

Total – 10,017

Current treatment and transport fees are as follows:

Level of Care Transport Charges:

BLS Non-Emergency - \$294.00
BLS Emergency - \$908.00
ALS 1 - \$423.00
ALS 2 - \$930.00
Loaded Mileage - \$13.00



b. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will work well with the County in the performance of the services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

The County requests proposals under the following general scope:

1. Invoice Patient, or other third party, responsible for payment of services rendered in accordance with time frames stated here in. Rates charged shall be subject to change at the County's discretion at any time throughout the term of the agreement. The County agrees to notify the successful vendor at least seven (7) days prior to any rate change.
2. Provide the Shelby County Fire Department all monthly reports as stated herein. A listing of the required reports is identified in section IX.C, Work Products Required.

3. Provide a toll free telephone number for patients with the CONTRACTOR'S own facilities and workforce. The CONTRACTOR shall provide a designated liaison for patient/payer concerns. The CONTRACTOR shall conduct all written and verbal communication in the most professional manner. The CONTRACTOR shall never, in any way, represent them in a way that might be interpreted as intimidating or threatening.
4. Perform specific services with the principal goal of recovering the maximum amount of fees in the shortest possible time frame and recover the largest total amount with minimized cost to recover.
5. Insure a segregation of duties, whereby the same individual must not be able to enter billing information, adjust billings, post payments, nor deposit funds; and maintain the necessary levels of security in their automated billing system to protect the County from loss.

c. Project Time Frame

The initial contract term will begin immediately upon execution of the contract through June 30, 2021 with the option to renew for one (1) additional one year period beginning July 1, 2021 through June 30, 2022, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal period will be upon mutual written consent of both parties. The Contractor must be prepared to begin immediately upon receipt of a Notice to Proceed

d. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the proposer's books relative to the Accounts.

e. Selection Criteria

Each response will be evaluated on the criteria outlined in Section XII of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-222-1100 to obtain the necessary documents and to ask any questions that you may have regarding this information.

f. Additional Information and References

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) current, or former clients who have been terminated in the last five (5) years, should be included on this list.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

IX. PURPOSE

To select the best-qualified proposer (hereinafter referred to as “Contractor”) and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

Services Required

The following requirements are the minimum specifications the County will require. Any deviations or exceptions are to be identified in the CONTRACTOR’S response.

A. CONTRACTOR RESPONSIBILITIES

1. Maintain on a computer system, all invoices, transaction records, billing activities and financial reports. The computer system shall be equipped with a redundant, separate, and reliable backup system that will ensure complete record recovery in the event of a computer system failure regardless of cause.
2. Provide billing and accounts receivable management services to the County for emergency medical transportation services rendered by the County. File required documentation and agreements with payers (e.g. Medicare, Medicaid, private insurance companies). Keep the County apprised of important changes to industry regulations. Ensure knowledge of all major insurance plans and ensure that every billable claim is pursued. Bill the transported individual, Medicare, Medicaid, private insurance companies or other appropriate third party payers for services provided by the County. The CONTRACTOR shall be responsible for the invoicing, collection, generation of any and all insurance forms and filings, record maintenance and reports and postage for the mailing of all said invoices, and forms. CONTRACTOR shall have an efficient method for processing and reporting payments made by credit card. Proposal response must clearly detail how credit card payments are processed, including ability to process at CONTRACTOR’S facility.
3. Provide patients with a comprehensive statement/invoice, HIPAA form and a courtesy return payment envelope. The front of the statement shall describe all charges and payments. The reverse side of the statement shall have clearly marked entry blocks for information needed to file insurance claims.
4. The CONTRACTOR will be required to mail monthly invoices or statements for each account with an outstanding balance until the account is satisfied or turned over to a collection

agency of the County's choosing, including pre-collection and collection notices. **All responses to this RFP are to detail methods and frequency that documents are mailed (identify types of documents and frequency).**

5. Agree to make every effort to locate and correct any incorrect billing address or insurance data for billable patients. The CONTRACTOR shall establish arrangements with hospitals to obtain/verify patient insurance and contact information. The CONTRACTOR shall contact the US Post Office's National Change of Address (NCOA) files or other similar services to obtain the correct billing addresses and phone numbers for patients that have left the area, or whom have invalid information.
6. Provide the County with information to allow for alternate collection methods or write-off of uncollected receivables at the discretion of the County no sooner than 12 months from date of initial billing. The CONTRACTOR shall establish with the County, a program for collections, including summary reporting for insurance short pays.
7. Comply with all applicable Federal, State, and local laws as they apply to the services being provided.
8. Agree to negotiate and arrange modified payment schedules for those individuals unable to pay the full amount when billed in accordance with County policy which may be amended by the County during the duration of the contract.
9. Provide professional assistance to the County in evaluating billing and collection policies and fee schedules from time to time.
10. Provide timely information regarding new or proposed regulations affecting billing for ambulance transports.
11. Analyze credit balance overpayments, process refund requests and provision of refund request to the County.
12. Have authorization to sign, on behalf of the County, the following types of standard forms and *correspondence*, as designated and *approved* by the County's Finance Director: *probate* filings, letters to patients or their representative verifying that an account is paid in full, forms verifying the tax exempt status of the County, and insurance filings and related forms. The CONTRACTOR acknowledges and agrees that it has no authority to sign any documents that impose any liability on the County or legally binds the County to third parties.
13. Provide required records to an independent auditor of the County's choosing for annual audits of the billing and collection records, of which the Contractor shall provide up to fifteen hundred and 00/100 dollars (\$1,500.00) of the cost, or the Contractor will provide the required records to be reviewed by the County's auditor to perform the audit at County's expense. The County shall notify the Contractor in writing of method selected to complete audit.
14. Agree to provide and furnish all material and personnel required for the performance of the

agreement. No subcontracting of services may be performed without approval by the County. The Contractor is to provide and maintain a secure FTP site for the County to access reports as identified herein in accordance with HIPAA rules and regulations. On an annual basis, the Contractor shall complete and submit an SAS 70 Audit to the County. An account representative shall be assigned to the County's account for inquiries from the County.

15. Depending upon the pay method selected by the County, establish a "Pay to Address" for patient's to submit payments and electronically distribute funds to the County on a timeframe agreeable to both parties. The Contractor shall deduct their established, and agreed upon, collection fees prior to the distribution of funds to the County.

B. COUNTY RESPONSIBILITIES

1. Provide the Contractor with patient encounter information on a timely basis and in sufficient detail to support diagnosis and procedure coding. Where practical, the County will also provide patient demographic information necessary for accurate patient identification including name, address, and social security number, date of birth and telephone number. Where practical, the County will also obtain and provide the Contractor with the patient's health insurance, auto insurance, or other insurance information.
2. Provide an electronic file transmission via a software product for each EMS transport. EMS staff will, where practical, attempt to obtain patient billing and insurance coverage information, either on the scene or at the hospital to which the patient is transported, to obtain a medical release of records information signature from the patient, if practical, or from the receiving facility and to provide copies of such information for billing purposes. PLEASE NOTE: The County is responsible to provide the transmission; the Contractor will be responsible for cost incurred to receive the transmission in an acceptable format.
3. The County will comply with all Federal, State and local laws, rules and regulations as applicable to the services being contracted for.
4. Provide the Contractor with the County's approved billing policies and procedures, including fee schedules and collection protocols as stated herein. Any changes to these policies and procedures will be provided in writing and delivered to the Contractor. The County will be responsible for engaging any third party collection service for uncollectible accounts after the Contractor has exhausted its collection efforts. The Contractor is to follow the County's policy guidelines which may be modified by the County.
5. Be responsible for the review and approval for all write-offs and refunds. For refunds, the County shall be responsible for generating the required check for payment.

C. WORK PRODUCTS REQUIRED

A sample of each report is to be submitted with each RFP and labeled accordingly. All reports are required on monthly basis, unless stated otherwise.

1. Aged Receivable Report - This monthly report will have outstanding invoices sorted by date of service with a summary page showing subtotals for invoices outstanding 30 days and less, 31-60 days, 61-90 days, 91-120 days, 121-180 days, over 181 days and a grand total of all outstanding invoices.
2. Monthly Invoices - Invoices shall detail and how the charges were calculated and reconciled to payment received. The Contractor is responsible for the monthly reconciliation of payment applied to payments received. The Contractor will provide the County with detail of monthly payments received, including Credit Card Transaction data.
3. Refund Documentation - Supporting documentation shall be included with all refund requests. This report should include a summary page, as an excel file, along with the supporting documentation. Submittal shall be on a monthly basis via electronic transmittal or by FedEx.
4. Any mutually agreed upon additional reports as may be required.
5. Management Reports - Reports to be provided to the County to show management and financial information. At a minimum, the following reports are required.
6. Collection Statistics

A monthly summary report showing the current collection rate by payer type (Medicaid, Medicare/TennCare, private insurance, self-pay) for each of the past twelve preceding months. This report shall show total billed, adjustments, payments, balance outstanding for each of the above payer types listed. The detail report supporting the summary report may be requested on an as needed basis by the County.

To support that the Contractor is meeting minimum performance standards regarding collection rates, the following or similar report is required on a monthly basis:

Gross billings by date of incident (transport) month and the related collections to date. Gross billings should not be reduced for returned mail, bad debts, or authorized write-offs. The required format would have a minimum of four columns as follows:

- 1.1 Transport month
- 1.2 Gross billed in transport month
- 1.3 Total collected in transport month
- 1.4 Percent collected

D. PERFORMANCE STANDARDS

The following Performance Standards will be used by the County to establish the acceptability of the services provided by the Contractor. Failure to meet may result in cancellation of the agreement.

1. **Average Net Collection Rate.** The benchmark for Average Net Collection Rate is measured as total collections for accounts as a percent of amount billed as measured twelve (12) months from date of service.

2. **Collection Cycle.** The Average Net Collection Rate for each month's billings shall meet or exceed seventy five percent (75%) or more of the Average Net Collection Rate benchmark measured twelve (12) months from date of service. Each bidder will provide an estimated minimum net collection.
3. A report on all performance standards will be provided by the Contractor on a quarterly basis with each report due within 15 days after the quarterly reporting period. Failure to meet or exceed any or all of the performance standards for two (2) consecutive quarterly reports or for two (2) reports of the last four (4) will be considered grounds for termination of the agreement, at the sole discretion of the County. All time periods shall be measured from the date transports are entered into the billing system.

In addition to the performance standards designated above, Contractor will also be evaluated by County staff on a regular basis regarding the quality of daily service, the timeliness of data exchange and the Contractor's response to inquiries from County staff, which shall include:

4. Response to any County inquiries or questions within two (2) business days.
5. The CONTRACTOR'S response to an emergency request for information within four (4) business hours.
6. Receipt of all required reports by the fifteenth (15) calendar day of the subsequent month.

For the purpose of this Request for Proposal, the following definitions apply to this section related to performance standards:

7. Transport month means month in which patient is transported for any given incident.
8. Gross Amount Billed means amount initially billed for the accumulation of charges for all services provided for a given incident, before any adjustments or write-offs.
9. Net Collection Rate means Receipts/Gross Amount Billed (minus adjustments for allowances and unbillables.)
10. Historical Collection Rates means collection rates defined in (C) for transport months, twelve months or more past incident month. For instance; "*Historical Collection Rate*" means (Receipts minus adjustments)/Gross Amount Billed for accounts nine months or older.
4. Transport Fee means the County approved amount for charge of specific transport services provided to patients for all incidents billed.

E. SELECTION CRITERIA:

It is the intent of the County to award the contract for this project to the Contractor that best meets the specifications and anticipates the future needs of the County concerning the project and that is most responsive to every aspect of this RFP. The evaluation factors that will be used in the selection process are set forth in this document. Proposals will be evaluated based on information provided in the Proposal's submittal.

Proposer must respond and comply with all of the above services. The Proposer may not submit a proposal for services not listed in the above request.

X. CONTRACT REQUIREMENTS

The successful Contractor will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

a. General Requirements

1. Control. All services by the Contractor will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Contractor's Personnel. The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Contractor. The Contractor further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the County. The Contractor will be an independent Contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Contractor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means that the Contractor will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Contractor has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Contractor for services performed shall be on the Contractor's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) The Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- (ii) The Contractor has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.

(iii) The Contractor has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Contractor's assets.

(b) The County may terminate the Contract upon seven (7) days written notice by the County or its authorized agent to the Contractor for Contractor's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor and the County may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or sub-contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Contractor covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. The Contractor will not engage on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Contractor for a period of one year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Contractor's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Contractor shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA).

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful,

invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation Of Other Documents. (a) Contractor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of Contractor, thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Contractor shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Contractor, Contractor understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Contractor due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Contractor warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Contractor shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Contractor warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Contractor shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Contractor under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.

A. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities For Claims And Liabilities. (a) Contractor shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Contractor its sub-contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Contractor or its sub-contractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Contractor as a result of or relating to obligations under this Contract.

(e) The Contractor shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 900, Memphis, TN 38103, of any claim or suit made or filed against the Contractor or its sub-contractors regarding any matter resulting from or relating to Contractor's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof. .

(f) Contractor shall immediately notify Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 900, Memphis, TN 38103 of cancellation or changes in any of the insurance coverage required.

2. Insurance Requirements. The Contractor will provide evidence of the following insurance coverage:

The Contractor shall maintain through the life of the contract, insurance from insurance companies rated A- X or better by A.M. Best with limits of no less than shown below:

(a) ***Commercial General Liability Insurance*** - \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$5,000,000 General Aggregate/\$1,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. Policy shall include waiver of subrogation in favor of the County. The insurance shall include coverage for the following:

- (i) Premises/Operations
- (ii) Explosion, Collapse, & Underground Property Coverage, if applicable
- (iii) Products/Completed Operations
- (iv) Contractual
- (v) Independent Contractors
- (vi) Broad Form Property Damage
- (vii) Personal Injury and Advertising Liability

(b) ***Business Automobile Liability Insurance*** - \$2,000,000 single limit each accident for bodily injury and property damage. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. Coverage is to be provided on all:

- (i) Owned/Leased Autos
- (ii) Non-Owned Autos
- (iii) Hired Autos

- (c) **Workers Compensation and Employers' Liability Insurance** – Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers' Liability Coverage is \$1,000,000 per accident. The Contractor waives its right of subrogation against Shelby County for any and all workers' compensation claims.
- (d) **Ambulance Service Providers Professional or Malpractice Liability / Errors & Omissions Insurance** - \$2,000,000 per claim or occurrence/\$5,000,000 annual aggregate. Coverage is to include all employees of the Contractor. If coverage is written on a claims-made form, in event of cancellation or non-renewal the Contractor must obtain replacement coverage with a retroactive date to provide continuous coverage, or purchase an Extended Reporting Endorsement to provide coverage for any claims made through the statute of limitations and provide copy to the County.
- (e) **Umbrella Liability Coverage – including malpractice/professional liability** - \$10,000,000 each occurrence/\$10,000,000 aggregate. Certificate to indicate if coverage is written on claims-made or occurrence basis. If coverage is written on a claims-made form, in event of cancellation or non-renewal the Contractor must obtain replacement coverage with a retroactive date to provide continuous coverage, or purchase an Extended Reporting Endorsement to provide coverage for any claims made through the statute of limitations and provide copy to the County. Coverage is to include employees and name Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds.
- (f) **Performance Bond** – The successful contractor must supply a Performance Bond in the amount of 100% of the annual contract price for each year that the contract is in effect. The County reserves the right to reduce the bonding requirements. Bond reduction will occur only at contract renewal time and is based upon satisfactory contract performance, as determined by the County in its sole discretion.
- (g) **Irrevocable Letter of Credit** – The Contractor must provide with its proposal a \$1,000,000 irrevocable letter of credit. The letter of credit shall be maintained during the life of the Contract. If any Contractor is unable to comply with the provisions of this requirement, it must specify its reasons in its response to the RFP.

All policies will provide for ninety (90) days written notice to the Contractor and Shelby County of cancellation of coverage provided. Ten (10) days notice applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Contractor will provide immediate notice to Shelby County. Failure to maintain any of the required coverage may result in breach of the Contract.

All insurance policies maintained by the Contractor shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

In the event the Contractor self-insures any of the exposures above or carries a deductible or self-insured retention in excess of \$100,000 per claim or loss, acceptance of the self-insured status or deductible or retention will be dependent upon review of the Contractor's financial records by the County's Administrator of Finance or his/her designee

B. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the County, to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI. PROPOSAL SUBMISSION

A. GENERAL

1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 3:00 pm (CST) on October 10, 2016, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 900, Memphis, TN 38103.**
5. Proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. PROPOSAL PRESENTATION

1. One (1) original copy (clearly identified as original) and five (5) copies and (1) CD of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "**CONFIDENTIAL, AMBULANCE BILLING & COLLECTION SERVICE, RFP #17-009-14**" with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after the due date and time. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals.

C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **Please download the attachment to this document.** The Proposal Response Sheet (*required document*) should be the first page of your written response.

1. Cover Page – Submit on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Comprehensive Response (Minimum Requirements and Services Required)
 - a. Outline of how respondent can meet or exceed the minimum requirements.
 - b. Detail of how the respondent is qualified to provide the services required.
 - c. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).
3. Cost and Fees
 - a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).
 - b. Explain any assumptions or constraints in a price proposal to perform the services.
 - c. Explain any additional charges or fees in the proposal.

- d. Provide an itemized fee schedule listing the cost for each of the services described below to the citizens of Shelby County, Tennessee.
 - i. Basic Life Support Non-Emergency Transport
 - ii. Basic Life Support Emergency Transport
 - iii. Advanced Life Support Non-Emergency Transport
 - iv. Advanced Life Support Emergency Level 1 Transport
 - v. Advanced Life Support Emergency Level 2 Transport
 - vi. Mileage Rate Charged – (From The Emergency Scene to Emergency Room)
 - vii. Refusal of Transport or Services (Non-Transport)
 - viii. All other additional fees and expenses charged. These are charges for all additional items such as Pulse Oximetry, EKG, Medications, CPAP, etc., which may be charged during a transport of either an emergency or non-emergency request

4. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the proposer to show the proposer's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the proposer included in the Proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the proposer, including the respondent's background and mission statement, the length of time the proposer has been in business, a description of the proposer's organizational structure and a description of the proposer's customer make-up;
- b. A statement of how long the proposer has provided services similar to the Services requested herein;
- c. A general description of the proposer's experience and background in providing services similar to the Services requested herein;
- d. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.
- e. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.

5. References

References of the proposer, including at least five (5) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number. **Reference Exhibit B.**

6. Additional Information

- a. A description of any other resources available to the proposer that will be useful in providing the Services;
- b. A description of the methods used by the proposer to measure the satisfaction of its client.
- c. Any other relevant information about the capabilities of the proposer deemed to be material.

XII. PROPOSAL EVALUATION AND SELECTION

A. EVALUATION PROCESS

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review- Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the proposers. The proposals will be evaluated by the county in accordance with the criteria itemized below.
 - a. Project Design: Includes the overall program design, development and initiation. Intended methods to maximize collections, system adaptability and expandability to meet the county needs will also be considered. Technical support, instruction and training on the use of software will also be considered.
 - b. Experience of Staff and Firm - The successful firm should have the necessary experience, organization and technical skill in the billing and collection for EMS transport services. Experiences with similar projects and municipalities will be a factor in selecting the successful firm.
 - c. Revenue and Collection Proposal - The county will consider the proposer's projected collections, revenues, and cash flow return to the county based upon the information provided to proposer.
 - d. Fee for Service - Proposer's determination of fees, whether a fixed percentage of collections or a flat fee, should be clearly stated in the proposal.

3. Oral Presentation.

The Shelby County Government reserves the right to interview, or require an oral presentation from, any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to clarify or elaborate on its qualifications without restating the proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. Proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.

**EXHIBIT A
FINANCIAL PROPOSAL FORM**

The following proposal is hereby submitted for providing the ambulance services as specified in the accompanying Specifications. All exceptions to the Specifications are clearly indicated below or as an attachment in the Proposal submittal. Contractor hereby submits all information and a document (s) required for the RFP and proposes to provide all required services to the County for the price indicated under the following scenario below:

The checks are deposited into a "client" account and funds are transferred electronically weekly to a City identified account. Statements are provided to reflect the patients, money collected, billing fees, and money deposited into the City's account. This information is also available daily through the billing company's secure web portal.

Proposer's fee's for the services to be provided: _____ %*

- * Fee to be a percentage of the actual dollars collected during the previous month plus any additional per unit itemized charges
- * To be all inclusive, including but not limited to credit card fees, postage, printing and supplies
- * Fees will also be in place for Extension years

Describe any Exceptions to the RFP: _____

Signature

Print Name & Title

Company Name

Company Address

Telephone Number

E-Mail Address



**EXHIBIT B
CONTRACTOR INFORMATION &
REFERENCES**

As part of the County's selection of a qualified vendor for ambulance billing services, all contractors must provide information about their business indicating that they have reasonable industry experience and adequate resources to perform the services under this contract.

At a minimum, the Contractor must provide the following information and five (5) references for similar contracts or services performed as specified in this document. Additional information about the contractor's experience, background or resources can be provided as an attachment to the submitted proposal materials.

Legal Name of Company: _____

Street/Mailing Address: _____

Type of Entity (corp., LLC): _____ State Est.: _____

Dun & Bradstreet Number: _____

Main Telephone No.: _____ Main Facsimile No.: _____

Number of continuous years in _____ business: _____

Number of Employees: Full-Time: _____ Seasonal/Part-time: _____

Type(s) of ambulance billing software used: _____

Name & Location of local Office Facility: _____

Account Contact/Representative Information
