



COUNTY OF WASHINGTON, VIRGINIA

COUNTY GOVERNMENT CENTER BUILDING
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210

TAMMY STURGILL, CPA
DIRECTOR OF BUDGET & FINANCE

DEPARTMENT OF BUDGET & FINANCE

April 13, 2022

To whom it may concern:

Washington County, Virginia is accepting sealed PROPOSALS from qualified firms for Emergency Medical Services (EMS) Billing and Revenue Recovery Services.

The Request for Proposal packet, containing instructions and specifications, is attached for your use.

Sealed PROPOSALS must be received no later than: 3:00 pm on May 3, 2022

Proposals should be made using the proposal forms provided with the Request for Proposal package and directed to **Department of Budget and Finance; Washington County Government Center Building; 1 Government Center Place, Suite A; Abingdon, Virginia 24210**. Five copies of the Proposal must be submitted in a sealed package marked on the outside with the Provider's name and address, and clearly marked: **"EMS Billing and Revenue Recovery Services"**. No faxed proposals or electronic media responses will be accepted. Proposals must be signed in ink by an official authorized to bind the Provider. Proposals received after the deadline, postmarks notwithstanding, shall be rejected. The County of Washington reserves the right to reject any or all proposals.

Questions to clarify the Request, instructions, specifications, or any solicitation document should be submitted by email no later than five (5) working days before the due date to: **tcopenhaver@washcova.com**. The email inquiry should be identified with a subject line of: **"Question Regarding EMS Billing and Revenue Recovery Services"**.

Sincerely,

Tammy Sturgill
Director of Budget & Finance

For posting and legal advertisement:

**REQUEST FOR PROPOSALS
EMERGENCY MEDICAL SERVICES (EMS) AND REVENUE RECOVERY SERVICES
FOR WASHINGTON COUNTY, VIRGINIA**

The County of Washington, Virginia is currently accepting proposals from qualified firms for Emergency Medical Services (EMS) and Revenue Recovery Services. A request for proposal package containing instructions, qualifications, and specifications may be obtained by contacting the Department of Budget & Finance at 1 Government Center Place, Suite A; Abingdon, Virginia 24210; or phone 276-525-1310.

Sealed proposals will be accepted until **3:00 PM on May 3, 2022**. Proposals must be made using specified proposal forms, and may be mailed or delivered to the address above for the Department of Budget & Finance. Proposals received after the deadline, postmarks notwithstanding, shall be rejected. The County of Washington reserves the right to reject any or all proposals.

WASHINGTON COUNTY, VIRGINIA
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210

**REQUEST FOR PROPOSALS
EMERGENCY MEDICAL SERVICES (EMS) AND REVENUE RECOVERY SERVICES
FOR WASHINGTON COUNTY, VIRGINIA**

April 13, 2022

PROPOSALS WILL BE RECEIVED UNTIL:

3:00 pm on May 3, 2022

PROPOSALS ARE TO BE MAILED OR DELIVERED DIRECTLY TO:

WASHINGTON COUNTY, VIRGINIA, DEPARTMENT OF BUDGET & FINANCE
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210
(276) 525-1310

Five copies of the Proposal must be submitted using the specified Proposal Form in a sealed package marked on the outside with the Provider's name and address, and clearly marked:

"EMS BILLING AND REVENUE RECOVERY SERVICES".

**REQUEST FOR PROPOSALS
EMERGENCY MEDICAL SERVICES (EMS) BILLING AND REVENUE RECOVERY SERVICES
FOR WASHINGTON COUNTY, VIRGINIA**

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**REQUEST FOR PROPOSALS
EMERGENCY MEDICAL SERVICES (EMS) BILLING AND REVENUE RECOVERY SERVICES
FOR WASHINGTON COUNTY, VIRGINIA**

I. PURPOSE:

The County requests competitive negotiable proposals for professional emergency services billing and collection (revenue recovery) services for a one-year contract with option to renew for up to four additional one-year terms. The services shall include but are not limited to: routine billings for EMS transport, follow-up to residents and non-residents (customers), and claim submission to Medicaid, Medicare, insurance companies, and other designated third parties.

The County is looking for a reputable, qualified billing company with experience and knowledge of the EMS field and an ability to conduct all activities on the County's behalf with the greatest attention paid to compliance and business ethics. Offerors are advised that the County will look to rely in part upon the professional judgment, knowledge, experience, and expertise of the firms with respect to the rules, laws, regulations, and policies that govern billing and reimbursement of health care services.

Vendor firms and their personnel must have a minimum of three years of ambulance operations data processing experience in the ambulance transport and fee collection industry and systems management interaction and security experience in the ambulance transport and fee collection industry. They must also have a demonstrable record of high achievement in accounts receivable collections, staff experienced in health care collections and collection activities servicing municipal EMS agencies, a thorough knowledge of State and Federal regulations and laws pertaining to ambulance billing and collections, including but not limited to: HIPAA, the Fair Debt Collections Act, and the Americans with Disabilities Act (ADA), and a thorough knowledge of Federal Medicaid and Medicare policies and procedures pertaining to ambulance transport reimbursement.

II. PROJECT OVERVIEW

Washington County is a county in southwestern Virginia, 566 square miles in size. A population of approximately 55,000 is spread across the County, which includes three towns, as well as Emory and Henry College and Virginia Highlands Community College. The County includes multiple community sporting fields/complexes as well as multiple hiking trails. There are currently 6 different EMS agencies serving Washington County. A county-wide agency is being created to have primary response territory, as well as aid with gaps in coverage resulting in this Request for Proposal. Although small in start-up, this agency (and billing) will grow as agencies and response area is inherited by default.

Phasing Plan:

Phase I	Immediate need, response area population is approximately 445 (with additional mutual aid)
Phase II	Projected implementation of 6-12 months, response area population of approximately 2405 (with additional mutual aid)
Phase III	Projected implementation of 12-24 months, response area population of approximately 5465 (with additional mutual aid)
Phase IV	Implementation to be determined, response area population of approximately 31,175 (with additional mutual aid)

III. INSTRUCTIONS TO OFFERORS: PROPOSAL SUBMITTAL, QUESTIONS, AND AWARD

A. Identification of proposal envelope

Five copies of the proposal shall be submitted to County in a sealed envelope marked with the following information:

1. Offeror's name and address; and
2. "EMS Billing and Revenue Recovery Services"

B. Deadline for County receipt

Proposals must be received by the County no later than the due date and time specified on the cover sheet to this Solicitation. Proposals received after the due date and time, postmark notwithstanding, shall be rejected.

C. Rejection if proposal in improper form

Offeror's failure to submit a proposal on the Proposal form provided with this Solicitation and with all information required by this Solicitation shall be a cause for rejection of the proposal. Modification of or additions to any portion of the proposal form may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, the County may, in its sole discretion, request that Offeror withdraw or modify non-responsive portions of a proposal that do not affect quality, quantity, price, or delivery.

No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed on behalf of the Offeror.

D. Questions and modification

Questions to clarify this Solicitation shall not be received or answered by telephone or in-person. Questions shall be submitted by email no later than five working days before the due date to: tcopenhaver@washcova.com. The email must identify in the subject line: “**Question Regarding EMS Billing and Revenue Recovery Services Proposal**”. Answers to all questions will be sent by email to all Offerors of whom the County is aware have interest in this Solicitation. Revisions may be made only by addendum issued by the County.

E. Optional pre-bid conference

Not applicable.

F. Inspection of job site

Not applicable.

G. Period allowed for County acceptance of proposal

Any proposal resulting from this solicitation shall be valid for 90 days after the proposal submittal deadline. At the end of the 90-day period, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

H. Interview

Prior to making an award pursuant to this solicitation, the County reserves the right to require Offeror to interview with a County review committee to determine whether Offeror is fully qualified to provide the goods and services as set forth herein. The interview is intended to show that Offeror is fully qualified, that Offeror’s services will be provided in a completely satisfactory manner, and that Offeror is competent to meet or exceed the performance specifications. Failure by an Offeror to comply promptly with a request for interview may result in its proposal being rejected.

I. Award

The County will follow procedures for competitive negotiation as set forth in Virginia Code § 2.2-4302.2. Unless all proposals are canceled or rejected, the County will select for negotiation two or more Offerors that the County determines to be fully qualified and best suited among those submitting proposals on the basis of factors specified in this solicitation, including price. Negotiations may include modifications of the proposal price and of the specifications to be included. Price shall be considered, but need not be the sole or primary determining factor. The County shall initiate negotiations by written notice to the selected

Offeror. The times, places, and manner of negotiating shall be agreed to by the County and the selected Offeror. Failure by an Offeror to comply promptly with a request to schedule negotiations may result in its proposal being rejected. After negotiations have been conducted with each Offeror so selected, the County will select the Offeror which, in its opinion, has made the best proposal and provides the best value, and will award the contract to that Offeror. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The County reserves the right to reject any and all proposals in whole or in part, to waive any informality, to negotiate the proposal price, and to modify the specifications prior to making an award.

J. Announcement of Award

Following the announcement of the decision to award a contract as a result of this solicitation, the County will publicly post such notice on the County website at washcova.com on the Board of Supervisors' web page in the meeting agenda public packet.

K. Oral Presentation

Offerors who submit a proposal in response to the solicitation may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the Offeror to clarify and elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

L. Evaluation Criteria

Proposals shall be evaluated by a County selection committee using the following criteria:

	Criteria	Point Value
1.	Project Understanding & Methodology	15
2.	Offeror and Staff Experience	15
3.	Compliance Program	15
4.	Security and Disaster Recovery Plan	25
5.	Cost/Fee Proposal	30
	Total	100

M. Performance bond and payment bond

Not applicable.

N. Applicable laws and courts

This solicitation and any resulting contract shall be governed in all respects by the law of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the court of appropriate jurisdiction in Washington County, Virginia. Offeror shall comply with all applicable federal, state and local laws, rules and regulations.

O. Ethics in public contracting

By submitting their proposal, Offeror certifies that its proposals are made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with the proposal, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

P. Debarment status

By participating in this procurement, Offeror certifies that it is not currently debarred by the Commonwealth of Virginia or County of Washington, Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Offeror further certifies that they are not debarred from filling any order or accepting any resulting order, or that it is not an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or County of Washington, Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

Q. Investigation of qualifications of contractor

Offeror agrees to cooperate with such reasonable investigation as the County deems proper and necessary to determine the ability of Offeror to satisfy the terms of any contract that may be awarded pursuant to this Solicitation. Investigation may include inspection of Offeror's physical facilities prior to award to satisfy questions regarding Offeror's capabilities. Further, the County reserves the right to reject any bid if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to fulfill the obligations of the contract.

R. Testing and inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

S. Additional users/cooperative procurement

This procurement is conducted on behalf of other public bodies in accordance with Section 2.2-4304 of the Code of Virginia, which provides that a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies. Except for contracts for architectural and engineering services and most construction contracts, if agreed to by the selected Contractor, other public bodies may utilize the contract awarded pursuant to this Solicitation, if any. The selected Contractor shall deal directly with any public body it authorizes to use the contract. The County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transaction between the selected Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages, or injury resulting to any other party from use of a contract awarded to another public body pursuant to this Solicitation, if any. The County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the selected Contractor may conduct such notification.

T. Attachments

By submitting a proposal in response to this Solicitation, Offeror agrees to the terms and conditions stated in its attachments, including its Scope of Services or Scope of Work, Specifications, Special Terms and Conditions, and General Terms and Conditions. In such attachments, "Contractor" shall mean the Offeror that is awarded a contract pursuant to this Solicitation, if awarded; headings are for general reference purposes only and shall have no effect on Contract interpretation; pronouns shall include masculine, feminine, or non-gender specific regardless of the pronoun used; and references to "day" or "days" shall mean calendar day or days unless specified otherwise. Any additional terms and conditions or amendment of terms and conditions included in attachments that are negotiated by the parties to the Contract must be stated in writing in the final Contract.

Attachment 1 – SCOPE OF SERVICES

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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SCOPE OF SERVICES

The Contractor shall be responsible for providing and hosting a comprehensive billing and collection system in compliance with all requirements of Medicare, Medicaid, CHAMPUS, other governmental insurance programs, and commercial insurance companies (collectively referred to as insurance providers).

Note: Alternate methods of service delivery agreed upon by the County, if any, shall be detailed in the resulting Contract. Otherwise, all mandatory provisions of this Scope of Services shall govern service delivery and performance by the Contractor.

Medical Billing and Services:

1. Preparation for Billing

Contractor shall obtain all approvals and reviews by insurance providers, including government entities, Medicare, Medicaid, Black Lung, and any other insurance companies that require a partnership along with obtaining the National Provider Identifier (NPI) designation that are necessary for the purpose of establishing fee amounts. The Contractor shall advise the County of any measures, including those relating to arrangements with volunteer service providers that are necessary prior to initiation of billing and shall perform all necessary pre-billing functions, including the training described below.

2. Pre-hospital Patient Care Report (PPCR) Processing

Contractor shall provide all labor, material and equipment, required to gather all essential information for generating and processing all PPCR’s relating to transport services. Contractor shall provide appropriate training by qualified instructors and all training materials to ensure that all personnel designated by the County to be involved in the billing process have the necessary skills, knowledge, and abilities to prepare the PPCR accurately and in compliance with all requirements. The training shall be provided at mutually agreeable times. County will provide facilities and office supplies for the training. All training shall be conducted at a location designated by County. Contractor shall coordinate training dates and times with the Emergency Management Coordinator. Contractor shall be responsible for providing County with the latest changes and modifications of the PPCR format and requirements, as required by the applicable insurance providers or as mandated by state and federal regulations, and for providing training throughout the term of the Contract for new personnel, for personnel needing retraining, and as needed due to changes in requirements, forms or procedures. Contractor shall have software that is compatible with any software program currently in use by the County for purposes related to PPCR Processing and training.

3. Proper Patient Care/Medical Necessity Documentation

Contractor shall ensure, to the greatest extent possible, proper documentation of medical care rendered and medical necessity for all PPCR’s. The Contractor, no less than quarterly, shall provide to the County written reports on accuracy and efficiency, which shall also identify areas where the County can improve documentation and shall also make recommendations as to methods of improvement. Contractor shall also ensure that all patients are provided necessary notices of their rights and responsibilities under applicable laws (e.g., Notice to Beneficiaries with respect to Medicare patients).



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4. Verification and Missing Information Follow-up

Contractor shall provide all labor, materials, and equipment for verification of PPCR information and collection of any field data. Contractor shall gather missing patient information by, but not limited to, the following: searching the insurance provider's databases for previous patient information if and as permitted, searching the Contractor's billing database, contacting the medical facility, or by direct patient, family member or responsible party contact. When contact is made with the appropriate party, the Contractor shall verify and correct all patient information.

5. Data Entry and Claim Submission

The Contractor is solely responsible for all data entry functions. The Contractor data entry personnel shall perform these functions and shall provide for accessibility by the County to the database. Functions performed at the data entry level shall include:

- Automatic/demand claims processing with second request filing.
- Validation and editing of all data fields that are applicable to, but not limited to, the following insurance claim forms:
 - Anthem
 - Medicare
 - Medicaid
 - Tri-care
 - CMS forms for all commercial insurance carriers
 - Electronic Claims filing to the following:
 - Blue Cross and Blue Shield
 - Medicare
 - Medicaid
 - Other applicable carriers including commercial insurance carriers
 - Electronic Medicare and Medicaid remittance payment posting.

6. Customer Service

Contractor shall maintain trained, properly qualified customer service representatives who shall be available to respond to customer inquiries regarding patient account information, at a minimum, Monday through Friday 8:30 AM through 5:00 PM prevailing time and may exclude state and federal holidays. The Contractor shall assure that calls are answered within a reasonable timeframe, consistent with any specific Contract provisions. Contractor shall provide either a local telephone number or a toll-free telephone number for customer service inquiries.



Attachment 1 – SCOPE OF SERVICES

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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7. Privacy; Accounts Receivable and Transaction Posting

During contract negotiations a mutually agreeable method will be established and will be incorporated in the resulting contract for receiving and posting payments. All data entry and posting of payments shall be accomplished by the Contractor. Contractor shall direct in its invoices that payment shall be mailed to the Contractor. Contractor shall ensure that all funds received, whether through electronic funds transfer (EFT's), paper checks or drafts, cash or any other method, shall be deposited directly into a secure bank account. Contractor shall post payments to the customer accounts in a timely manner and shall provide to the County weekly reconciliation reports of the billings and payments received.

a) Contractor, at a minimum, shall maintain the following information in an electronic format for inquiry into patient accounts. Contractor shall take all actions necessary to provide for secure accessibility to its database by authorized County personnel. Contractor shall provide electronic media including all raw data and the following information available to the County by query:

1. The patient's account receivable report including:

- User defined data range
- Beginning and ending accounts receivable balance by summary
- Charges
- Payments by responsible parties
- Adjustments
- Net total
- Incident number for received monies per transaction

2. A revenue analysis report, which shall provide current month and year-to-date collection information for each responsible party.

3. A payment analysis report by responsible party which details reimbursement history by procedure and/or by patient account.

4. An insurance follow-up written report by individual carrier for any outstanding and/or pending patient claims.

5. The Contractor's database shall allow printing of all files in either alphabetic or numeric order.

6. The Contractor's database shall allow printing of reports by query by designated employees through locality-operated personal computers connected to the Contractor's database system

b) Contractor shall post to each patient account all payments, adjustments, refunds/credits and re-submission of insurance provider claims. Contractor shall correct all patient information when patient information is found to be incorrect. Contractor shall provide secure electronic access to its database for



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Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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the County’s authorized personnel to access the data listed above as well as the following patient information.

Patient account inquiry of all data entry, charges for services provider, accounts receivable postings, payments refunds/credits and any account adjustments, including, but not limited to the following:

- Ability to “print” the computer screen displaying patient information
- Ability to “line item” access all patient accounts, account histories, including, but not limited to, payments, refunds/credits, adjustments and re-submissions of provider claims
- Ability to attach incident number of the incident with the monies received on this account.

c) Contractor shall provide to the County within ten calendar days of County request, or such other time as agreed by the parties, printed reports of the information detailed above.

d) Contractor data shall allow County to query all patient accounts by responsible party and patient names and addresses, patient’s social security number and patient’s insurance information. Both the Contractor and the County shall have the ability to update/correct patient information.

8. Rejection Follow-up

Contractor shall follow-up on each claim rejected by an insurance provider. Contractor shall contact insurance providers by telephone, mail, email, or facsimile in order to resolve each rejected claim. The Contractor shall furnish insurance providers, to the greatest extent possible, all requested patient information, medical information, and medical documentation including the re-submission of the rejected claim. Contractor shall prepare and deliver to the County a written report of all rejected claims detailing the reason for rejection and shall provide documentation on each claim resubmitted, all on a weekly basis, or as otherwise required by the County. This written report shall reference the incident numbers of the claims in question.

9. Forms, anti-harassment, and compliance

Contractor shall obtain prior written approval from County of all written forms to be used for customer billing and follow-up. In all cases, Contractor shall be responsible for preparing and mailing all invoices and overdue notices. All notices, invoices, and correspondence must be in a form pre-approved by the County and must comply with the provisions of the Fair Debt Collection Act, regulations relating to Medicare and Medicaid and any other applicable laws and regulations. Any collection efforts undertaken by the Contractor must be conducted in compliance with all applicable laws and regulations. **The Contractor shall not harass or threaten persons during the collection process and will assure that only reasonable methods are used in the collection process. Contractor’s use of improper collection methods or inappropriate treatment of debtors shall constitute reason for termination of the Contract for cause at the sole discretion of the County.**

10. Uncollectible Accounts

Generally, Contractor shall maintain accounts and actively pursue collections for a period not to exceed 180 days after the last collection action. Contractor shall not hold any account beyond this 180-day time frame unless the County provides its written permission otherwise. After expiration of the 180 days or other time period as agreed



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Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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by County, Contractor shall forward to the County all documents and data on such uncollectible accounts with a request to write off or adjust the accounts and stating the justification for such action. If the Contractor determines that an account is uncollectible or requires adjustment prior to expiration of the 180-day cut off, Contractor shall return to the County all documents and data on such accounts and state the justification for its recommended action prior to expiration of the standard 180-day period.

The County will provide to Contractor a written determination on a case-by-case basis for those accounts determined to be uncollectible or adjusted.

The County reserves the right to recall accounts from the Contractor if the Contractor has failed to file proper insurance or to follow up on outstanding insurance claims.

11. Undeliverable Bills

If the bill is returned to the Contractor as undeliverable by the U.S. Post Office, the Contractor shall make attempts to correct the address and repeat the initial billing cycle. If no correction is possible, the account must be categorized as an “undeliverable” account and returned to the County for address assessment.

12. Financial Hardship Waiver

If the bill is returned to the Contractor with a request for financial hardship waiver of the charge, the Contractor shall forward the request for waiver to the County for disposition. The Contractor shall send no further bills to the customer until the County has responded to the Contractor on the disposition of the waiver request. If the County approves the waiver, the account shall remain in the waived charge category. If the County denies the waiver, Contractor shall return the account to the appropriate billable category.

13. Billing Process

Contractor shall provide a secure automated electronic billing system. The software system shall be divided into three procedural segments for discussion and clarification: Front-End Billing, Middle Billing and Back-End Billing. Descriptions of the processes contained in this Scope of Services do not supersede any regulatory requirements in effect at the time of billing and shall be modified as necessary, with notice to the County, to maintain compliance.

a. Contractor shall provide all responsible parties with an automatic or on-demand invoice. Invoice processing shall include four (4) billing cycles on the following schedule until payment is received, collections process initiated, or the County determines the invoice to be uncollectible, as applicable. If payment is received from insurance provider but additional payment is required for amounts not covered by insurance, Contractor will commence a second series of invoices to patient or other responsible party in accordance with the same schedule except timing will commence based on date of receipt of payment from insurance provider instead of based on date of service.

- Ten days after date of service – first invoice;
- Thirty days after date of service – second invoice;
- Sixty days after date of service – statement of account, past due notice, and pre-collection warning notice; and



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- Ninety days after date of service – statement of account; final past due notice; and notice of submittal to collections.

b. Contractor shall follow-up on unpaid patient accounts older than 30 days to ascertain the accuracy and availability of insurance information.

c. Contractor shall file claims with all insurance providers for all emergency transports. The patient will be responsible for amounts not covered by insurance as allowed by applicable law. Contractor shall notify all patients with insurance when a claim has been filed. Contractor shall mail subsequent bills to the patient advising of the amount paid by insurance and requesting payment of any co-pay, deductible or balance, as applicable. Patients without insurance will be billed directly for the total amount due for services rendered.

d. Contractor shall describe in its proposal the procedure for handling complaints and inquiries from patients regarding the billing process, and for collection of delinquent accounts. Account settlements shall be negotiated only after authorization from a designated County representative. Any requests to write-off or adjust a bill must be forwarded to designated County representative. If a patient indicates they are receiving financial assistance (e.g., aid to dependent children, unemployment compensation), the Contractor shall mail a “Release of Information” form to the patient for signature so that necessary information can be obtained to assist in the indigency determination. The County on a case-by-case basis according to pre-established criteria will determine indigence and ability to pay. The Contractor shall not be authorized to write-off or adjust patient accounts. During the pendency of the County’s determination of inability to pay, Contractor shall not pursue further billing or collection activity.

14. Front-End Billing Process

The County will provide to the Contractor completed PPCR’s with all available medical documentation and patient information at the time of patient care or as soon as possible thereafter. The completed copy of the PPCR will be delivered to the Contractor electronically, by paper, or as determined necessary by the County. The Contractor shall be responsible for all pre-billing review, verification for proper documentation, insurance information, appropriate patient signatures and data entry from the PPCR. The Contractor-provided collection and billing software system shall provide any of the aforementioned items that are missing, if available in the database. The software shall be compliant and compatible with the Virginia OEMS reporting software to prevent duplication of entry of County responders and staff. The Contractor shall remain responsible and is required to perform all required research and incorporate all required information into the PPCR to the greatest extent possible. The Contractor shall provide the required information from the PPCR to the appropriate parties in both electronic and printed media as required.

15. Middle Billing Process

The Contractor shall receive and keep on file an Explanation of Benefits (EOB) and all documents associated with the billing process, which shall include, without limitation, documentation of all insurance providers. The Contractor shall immediately post payments to the appropriate patient accounts, updating insurance information on individual patient accounts, insurance claim processing and general patient account notations. Contractor shall respond to all inquiries and resolve responsible party denials and rejections. Contractor shall contact the appropriate responsible party for the resolution, correction, and re-submission of any patient billing. If the bill can



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be handled verbally, the billing record shall be amended and the bill submitted for payment to the responsible party. If the responsible party requires re-submission of the billing, the Contractor shall amend the billing information and resubmit the billing to the appropriate responsible party for processing. In the event the billing is denied for any reason, except failure to bill in a timely fashion, the bill will become the financial responsibility of the patient or other responsible party and billed accordingly. If failure to bill in a timely manner caused by the Contractor results in a claim rejection by an insurance provider, the Contractor shall pay the amount of the bill and any related administrative costs. The Contractor shall be responsible for all responsible party mail and correspondence returned or rejected by the postal services. The Contractor shall research, correct, and resubmit all mail and correspondence to the proper responsible party in the event of returned or rejected mailings. The Contractor shall also provide all required office supplies and postage.

16. Back-End Billing Process

The Contractor shall be responsible for mailing all written notices to the responsible parties in accordance with the procedures and requirements set forth above. The Contractor shall provide reports to the County, of all accounts remaining unpaid sorted by length of delinquency, upon request. The County will review all delinquencies and determine which billings will be the subject of further collection action. The Contractor shall provide all information required by the County for collection, including responsible party information, and shall cooperate with the County as necessary in the collection process.

17. Patient Refunds

On a weekly basis, Contractor shall deliver to the County a report of all billings that reflect an overpayment. Contractor shall process refunds in accordance with procedure pre-approved by the County. The Contractor shall not knowingly bill parties for any amount they are not legally obligated to pay.

18. Background Checks

The Contractor shall perform background checks on all employees and agents of the Contractor who shall perform services under this Scope of Services. At a minimum, the background checking process must include criminal history checks and checks against the "List of Excluded Individuals and Entities" (LEIE), maintained by the Office of the Inspector General (OIG), United States Department of HHS (<https://oig.hhs.gov>). The Contractor, at the inception of the contract and throughout the term of the contract, must ensure that no individuals with criminal convictions (other than traffic violations) or who appear on the LEIE perform any services under the contract with the County. The Contractor must immediately report to the County in writing if it becomes aware that any of its employees or agents performing services under the contract have been convicted of a crime (other than a traffic violation) or have been placed on the LEIE.

Contractor's execution of a Contract for performance of this Scope of Services shall constitute Contractor's certification that it has completed background checks as set forth in this section on all employees and proposed agents performing services on behalf of the County. Once awarded, Contractor shall, no less frequently than once per year during the contract term, furnish to the County a written certification of compliance with the terms of this section.



Attachment 1 – SCOPE OF SERVICES

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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Data Access and Reporting Requirements

19. County access to data

The Contractor shall provide the County secure access to statistical reports by methods prescribed by the County. The Contractor shall provide the County access to the Contractor's billing information system at a minimum of: Monday through Friday, 8:00 AM through 6:00 PM prevailing local time. Contractor shall coordinate with the County's software vendors for exchange of all data, and shall make data available in either secure electronic or paper form as required by the County.

20. Weekly reports

On a weekly basis, or as otherwise required by the County, Contractor shall provide written reports with reference to the incident numbers of the claims reported for the following:

- Reconciliation of billings and payments received.
- Rejected claims detailing the reason for rejection with documentation on each claim resubmitted.
- Overpayments and refund report detailing the reason for overpayment/overbilling.

21. Required statistical reporting

On a frequency as determined by the County, Contractor shall provide to County statistical reports that include raw data and the following:

- Incidents by type of call
- Incidents by chief complaint
- Incidents by response unit
- Incidents by zip code
- Total incidents by city and state of residence
- Response by age group
- Response by day of the week
- Response by transport type
- Response by level of care
- Response by pulse on arrival at a destination
- Cardiac arrest resuscitation
- Average en-route time by response unit
- Average time on a scene by response unit



Attachment 1 – SCOPE OF SERVICES

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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- Mutual aid responses by the agencies to other localities
- Number of responses
- Average en-route time
- Average arrival time
- Average on scene time
- Average committed time
- Average time at hospital
- By technician, procedures IV attempts and failures
- By technician, drugs administered
- By technician, procedures performed, attempts and starts
- Specialized (CUSTOM) reports upon request in a timely fashion
- Complete responsible party billing information

22. Annual Reports for Audit

The Contractor shall provide to the County the following reports for the County's annual audit for each fiscal year, which is the twelve months beginning on July 1 through June 30 of the following calendar year:

- a. Estimated Collections. This report shall be provided in Excel or a similar format and shall include all payments that were outstanding at fiscal year end (June 30th) and that were collected within the 45 days following fiscal year end (between July 1st and August 15th) of the fiscal year being audited.
- b. Billings for Fiscal Year. This report should provide the total billings for the fiscal year being audited.
- c. Accounts Written Off or Adjusted. This report shall provide the accounts that are deemed uncollectible and written off or an adjustment made as of fiscal year end (June 30th) for the fiscal year being audited.
- d. Net Collections in both Detailed and Summary format for the fiscal year. This report shall include the customer name, date of service/trip date, trip number, run number, check number, deposit date, and credit amount for all collections within the fiscal year being reported.
- e. SSAE 18 Report. This report should be a SOC 1 Type 2 report.

23. Security and Disaster Recovery Plan

Contractor shall maintain a written security and disaster recovery plan. The plan must include specific and detailed information regarding encryption of electronic data or otherwise securing data during transmission. These methods shall be able to preserve the integrity of applications and data and shall provide immediate system and data recovery with minimal downtime to the application. The system shall include:

- Software Crash Tolerance. Server and client software shall maintain its integrity in case of power failures and abrupt shutdowns.



Attachment 1 – SCOPE OF SERVICES

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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- Restart/Recovery. The system shall be capable of restart and recovery after system failure with no loss of data or software components.
- File Protection. This feature shall provide the capability to limit the types of operations (e.g. read, write, delete) that can be performed by individual users on given data or program files.
- Integrity Checking Features. The system shall provide the capability of identifying the existence of program and/or system discrepancies.
- Hardware Redundancy. Implementing backup drives and Raid configuration for database, application, and network servers.

24. Contractor's Fees

Contractor's fees will be paid on a monthly basis and will be based on a fixed percentage of all collections (net of refunds) received from all responsible parties and insurance providers as a direct result of the Contractor's services. Offeror shall include all fees, costs and expenses in the percentage of collection fee, and the County shall not be charged any additional fees, costs or expenses outside the percentage fee for performance of the Contract. Accounts turned over to the County for additional collection efforts as deemed appropriate by the County will not be included in determining the Contractor's fee.



Attachment 2 – SPECIAL TERMS AND CONDITIONS

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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1. Term of Contract. Contract shall be for a term of one year, with option to extend the term for four additional one-year terms.
2. Compliance. Contractor shall comply strictly with all Federal, State, and local laws, especially those regulations pertaining to Medicare, Medicaid, and the release of information contained in the Pre-Hospital Patient Care Reports (PPCR's).

Contractor shall conduct all billing and collection efforts in compliance with all appropriate federal, state, and local rules and regulations governing health related collections. Contractor shall maintain compliance with all applicable federal and state requirements as they relate to the process of billing, reimbursement, and collection. Contractor must, at the commencement of the contract, have a compliance program in place that satisfies the standards and the practices set forth in the "Compliance Program Guidance for Third Party Medical Billing Companies," published by the OIG, United States Department of Health and Human Services (HHS) in the Federal Register, December 18, 1998 (63 FR 70138) (<https://oig.hhs.gov/compliance/compliance-guidance/index.asp>), and the Contractor shall furnish satisfactory proof of such compliance program to the County upon request.

All notices, invoices, and letters must comply with the provisions of the Fair Debt Collection Act and any other applicable laws and regulations. Any collection efforts undertaken on behalf of the County require a business demeanor in dealing with assigned accounts. The County will not tolerate debtor harassment, improper, or unreasonable conduct by the selected Contractor in the billing or collection process. The County will not tolerate harassment of a customer in any form or manner. If the County determines that a customer is being unduly harassed, the County reserves the right to terminate the contract immediately.

Contractor must comply strictly with all relevant federal, state, and local laws and regulations pertaining to Medicare, Medicaid, and the release of the information contained in reports. All information-processing practices shall meet applicable standards for the Health Insurance Portability and Accountability Act (HIPAA). The Contractor shall be able to provide documentation of HIPAA compliance throughout the entire contract term, at a minimum, annually at contract renewal, and by request of the County at any time during the contract period. Failure to maintain HIPAA compliance will be justification for immediate termination of the contract at no cost to the County.

3. Denial of Claims. Contractor shall be responsible to appeal denied claims on the County's behalf at the County's direction or where the claim, in the Contractor's judgment, meets applicable payment criteria under the rules applicable to the particular payer. In the case of Medicare claims, the Contractor shall be responsible to appeal claims to the re-determination and "fair-hearing" level, but not to the Administrative Law Judge (ALJ) level or above. In the case of commercial insurance or managed care accounts, the Contractor shall be responsible for pursuing such denied claims to final, internal grievance level with the insurer or managed care plan. In no event shall Contractor be responsible to, nor shall the Contractor initiate, any litigation in any civil or administrative venue on behalf of or in the name of the County.
4. Policy and Procedural Changes. The County shall consult with the Contractor to establish or change policies and procedures at any time and without additional cost, for the following:
 - Clinical documentation
 - Special situation adjustments and authority
 - Write-Offs



Attachment 2 – SPECIAL TERMS AND CONDITIONS

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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- Financial hardship documentation process
- Discounts
- Payment plans
- Acceptance of credit card payments
- Compliance activities
- Medical record management
- Quality improvement policies
- HIPAA compliance standards

5. Data Access and Ownership of Data. The County must be able to have access and to query all patient accounts by responsible parties, address, patient social security number and the patient's insurance information. All data collected on behalf of the County is owned by the County.
6. Audit. The Contractor shall maintain books, records, and documents of all costs and data in support of the services provided. The County or its authorized representative shall have the right to audit the books, records, and documents of the Contractor under the following conditions:
- a. If the contract terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs.
 - b. In the event of a disagreement between the Contractor and the County on the amount due to the Contractor under the terms of this contract.
 - c. To check or substantiate any amounts invoiced or paid that are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract, and if it becomes necessary to determine the County's rights and the Contractor's obligations under the contract or to ascertain facts relative to any claims against the Contractor that may result in a charge against the County.

Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the County for a period of six years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all books, records, documents, and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

The County's right to audit the preservation of records shall terminate at the end of the six years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require the same to be inserted by all lower tier subcontractors in their subcontracts, for any portions of the work.

Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to ensure the County's rights hereunder, the Contractor shall be liable to the County for all costs, expenses, and attorney's fees which the County may incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to the County from said persons under this clause. Such audit may be conducted by the County or its authorized representative.

7. Certification of Internal Controls. The Contractor shall have clearly delineated processes and procedures for internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on County interests or to the privacy of which individuals are entitled, when such sensitive data or processes are related to goods and/or



Attachment 2 – SPECIAL TERMS AND CONDITIONS

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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services provided pursuant to this agreement.

Contractor shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation the American Institute of Certified Public Accountants (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the Contractor's internal controls. The most recent version of the report shall be provided to the purchasing office upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Contractor must invoke the protection of Code of Virginia, 2.2-4342(F), in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

If deficiencies in the Contractor's internal control processes and procedures are described in the most recent version of the report, the Contractor shall automatically submit the report to the Director of Budget & Finance within a timely manner and shall describe the corrective actions to be put into place by the Contractor to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the County to make a determination of breach of contract.

The Contractor's obligation for certification of internal controls shall survive and continue after completion of this agreement unless the Contractor certifies the destruction of the sensitive data at the end of the contract term.

8. Licenses and Permits. The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for proper execution and completion of the work which are legally required prior to and during the work, including software licenses or intellectual property permissions, unless otherwise specified by the County.
9. Additional Services. The County may add to the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposal as mutually agreed to at a price mutually agreed upon.
10. Confidentiality. The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to Washington County. Therefore, except as required by law, the Contractor agrees that its employees will not:
 - a. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this contract.
 - b. Access or attempt to access information beyond their stated authorization.
 - c. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this contract that is proprietary or confidential. Disclosure of information includes, but is not limited to: verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in contract termination.



Attachment 2 – SPECIAL TERMS AND CONDITIONS

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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The Contractor further understands that information and data obtained during the performance of this contract shall be considered confidential, during and following the term of this contract, and will not be divulged without the Director of Budget & Finance’s written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

11. Additional Users/Cooperative Procurement.

This procurement is conducted on behalf of other public bodies in accordance with Section 2.2-4304 of the Code of Virginia, which provides that a public body may purchase from another public body’s contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies. Except for contracts for architectural and engineering services and most construction contracts, if agreed to by the selected Contractor, other public bodies may utilize this contract. Contractor shall deal directly with such other public body for formation and implementation of such contract. The County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transaction between the selected Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages, or injury resulting to any other party from use of this Contract by another public body. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the selected Contractor may conduct such notification.

12. Subcontractors.

a. Contractor shall:

1. Pay its subcontractor(s) within seven (7) days of Contractor’s receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
2. Notify the County and the subcontractor(s), in writing, of Contractor’s intention to withhold payment and the reason for such withholding.

b. Contractor shall pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (a)(2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.



Attachment 3 – GENERAL TERMS AND CONDITIONS

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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Payment

1. Form of payment. All invoices shall be directed to the payment address shown on the purchase order/contract. All invoices shall show the County purchase order number and the Contractor's federal employer identification number.
2. Timing of payment. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after the invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.

Tax exemptions

3. Tax exemption. The County is exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request.
4. Direct purchase. Not applicable

Contractor Qualifications & Performance

5. Contractor licensure. Contractor shall maintain current permits, certifications, and licensure as required to perform the services required by this Contract.
6. Independent contractor. The selected contractor is an independent contractor and shall not be deemed the agent of the County for any purpose whatsoever. No contractor's employee or sub-contractor shall hold himself out as an employee of the County and none shall have power or authority to bind or obligate the County in any manner. Contractor shall be liable for and pay all taxes required by local, state, or federal governments or any other taxes and permits required by law. Contractor shall adhere to any and all regulations and stipulations governing the operation and work of such contractor for the duration of this contract. The County shall in no manner be held liable for the Contractor's disregard for required work related regulations.
7. No subcontract or assignment. No portion of the work to be performed pursuant to this Contract shall be subcontracted or assigned without the written consent of the County.
8. Contract performance. Not applicable.
9. Asbestos. Not applicable.
10. Repair of damage. Not applicable.
11. Final Inspection. Not applicable.
12. Record retention and audit. Contractor shall retain all books, records, and other documents relative to this contract for six years after final payment, or until audited by the County or its authorized agent, whichever is sooner.
13. Indemnification. Contractor shall indemnify and hold harmless the County against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property or other liability resulting from



Attachment 3 – GENERAL TERMS AND CONDITIONS

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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or in any manner arising out of or in connection with the project and Contractor’s performance of the work under this contract.

14. Insurance requirement. Contractor shall maintain insurance to meet the minimum requirements specified below, including contractual liability as stated in these General Terms and Conditions. Contractor shall deliver to the County a Certificate of Insurance from carriers acceptable to the County specifying such limits. The Certificate shall show the County of Washington named as an additional insured for Comprehensive General and Auto Liability. In addition, the insurer shall give the County 30-days advance notice of its decision to cancel coverage, which shall be grounds for County termination of contract.

Liability Insurance Coverage requirements:

Worker’s Compensation and Employer’s Liability

- Coverage A - Statutory Requirements
- Coverage B - \$100,000 Per Occurrence
- Coverage C - \$100,000/\$100,000 Accident and/or Disease
- All States Endorsement

Automobile Liability, including Owned, Non-Owned, and Hired Car Coverage Limits of Liability
Combined Single Limit \$1,000,000

Comprehensive General Liability Limits of Liability:
Per Occurrence \$1,000,000
In Aggregate \$2,000,000

Including:

- A. Completed Operations/Products
- B. Contractual Liability for Specified Agreement
- C. Personal Injury and Advertising Injury
- D. Bodily Injury and Broad Form Property Damage

Professional Liability:

Per Occurrence \$1,000,000
In Aggregate \$2,000,000

15. Insurance discretion of County. If the insurance coverage and limits stated herein cannot be provided, the County Director of Department of Budget and Finance, in such Director’s sole discretion, may approve such other insurance coverage or limits that the County Director of Department of Budget and Finance deems acceptable.



Attachment 3 – GENERAL TERMS AND CONDITIONS

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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County constitutional limitation

16. Constitutional limitation. The County obligations pursuant to this Contract are moral obligations subject to the limitations of the constitution and law of the Commonwealth of Virginia, subject to annual appropriation by the Board, and non-appropriation shall not constitute grounds for recovery against the County. The covenants of the County as stated herein shall not be interpreted to establish any pledge, security interest, lien, or other encumbrance of the full faith and credit or property of the County. State law and constitution prohibit Washington County from expenditure of funds unless appropriated by the Washington County Board of Supervisors and from obligating funds beyond the current fiscal year (July 1 – June 30). Therefore, notwithstanding any provision in this contract to the contrary, if the Washington County Board of Supervisors does not appropriate funds for the continuance of this contract in any future fiscal year, this contract and all obligations hereunder shall automatically terminate upon depletion of the currently appropriated funds, without penalty to the County.

Contract

17. Non-waiver of rights. No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by the County to act on or to assert any right hereunder does not constitute a waiver of such right.
18. Binding effect. This Contract shall be binding upon all heirs, successors, and/or assigns to any of the parties to this Contract, subject to limitations of law for the County as stated herein.
19. Modification and assignment. This Contract may be modified or assigned only by written agreement signed by all parties hereto.
20. Change orders. Any change in the scope of work to be performed, materials to be used, price of project, schedule for completion, or other aspect of performance of the contract shall require a written modification of the contract, which shall be called a Change Order. Unless it is not feasible to do so, Change Orders shall be prepared using the County-provided form for Change Orders. BEFORE proceeding with any additional work or variations in specified materials, Contractor shall obtain a written Change Order signed by both parties to the contract or, at minimum, email authorization from the County. The only persons authorized to sign a Change Order on behalf of the County or to provide email authorization for a Change Order shall be the Project Manager as specified in the Contract and the County Administrator. The County shall not pay any additional expense incurred by Contractor based on an oral-only change agreement. The Change Order shall be come effective only after it has been signed on behalf of both parties to the Contract by the authorized representatives, or if authorized by email, clearly transmitted by emails between such authorized representatives that address all matters that are covered by the Change Order form and that communicate both parties' agreement. Both parties to the contract agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order.
21. Sovereign immunity. Nothing in this Contract shall be construed as an express or implied waiver of the County's sovereign or Eleventh Amendment immunity, as a political subdivision of the Commonwealth.



Attachment 3 – GENERAL TERMS AND CONDITIONS

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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22. Governing laws. This Contract shall be governed by the laws of the Commonwealth of Virginia. In the event of dispute, the affected party shall provide written notice of dispute to all other parties. The parties shall make all reasonable efforts to resolve differences by negotiation. However, in the event that a resolution by negotiation is not reached within a reasonable time, the parties may proceed to mediation or litigation. Claims against the County for damages shall proceed as required by Title 15.2, Chapter 12, Article 4 of the Code of Virginia (1950, as amended).
23. Litigation venue. Venue for litigation shall be in the Circuit Court of the County of Washington, Virginia. All parties to this Contract have standing to enforce any covenants, terms, provisions, and contracts set forth herein.
24. Complete agreement. This Contract sets forth all of the promises, contracts, conditions, and understandings between the parties respecting the subject matter hereof and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and contracts between parties concerning such subject matter.
25. Severance clause. If any provision of this Contract shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, the remainder of this Contract shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Counterparts and electronic signature. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures or signed copies sent by portable document format (PDF) shall be deemed originals.
27. Survival. Contract provisions regarding indemnification and recovery of damages for deficient contract performance shall survive the completion or earlier termination of the contract.

Disputes, failure to perform, termination

28. Failure to deliver. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
29. Termination of contract:
 - a. County or Contractor may terminate this Contract for convenience upon giving the other party 30 calendar days prior written notice. County shall within 30 calendar days after the date of termination pay Contractor for all services rendered and all costs incurred up to the date of termination in accordance with the applicable fee schedule.
 - b. County may terminate the Contract for cause subject to the following provisions. Prior to termination of the contract, the County shall give Contractor ten calendar days prior written notice, during which Contractor may rectify the cause of the termination. County may postpone the effective date of the termination, at its sole discretion. If rectified to the satisfaction of the County within said ten days or such other time as allowed by County, County may rescind the notice of termination. If it does not, then the County may immediately terminate the contract for cause by giving written notice to the Contractor.



Attachment 3 – GENERAL TERMS AND CONDITIONS

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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- c. Written notice of termination, whether initial or given after a period of postponement, may be served upon the Contractor by U.S. mail or any other means at Contractor's last known place of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three business days, by posting the notice at the job site. Contractor's failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
30. Termination for cause. Without limitation, the following are bases for termination for cause, County may terminate the contract in the event Contractor fails to remain in compliance with applicable requirements for permitting, insurance, registration to do business in the Commonwealth of Virginia for the purposes required by the contract.
31. Immediate termination. In the event of Contractor conduct that exhibits reckless disregard for the consequences of its conduct and its performance of services pursuant to this Contract, County, at its sole discretion, may immediately terminate the Contract upon delivery of written notice to Contractor. Delivery of written notice shall mean placement of notice of termination into U.S. mail for delivery to Contractor's last known address or personal delivery to Contractor, whichever occurs first. Additionally, in the event of voluntary or involuntary action that results in either the Contractor coming under the jurisdiction of federal bankruptcy court or assignment to a receivership, the County shall have sole discretion to terminate this contract immediately.

Compliance with laws

32. No illegal aliens. Contractors certify that they do not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
33. Drug-free workplace.
 - a. Contractor acknowledges and certifies that it understands that the following acts by Contractor, its employees, and/or agents performing services on County property are prohibited: (i) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and (ii) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
 - b. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the County in addition to any criminal penalties that may result from the conduct.
34. Federal and state laws. Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964 (as amended), the Americans With Disabilities Act (as amended), the Virginia Human Rights Act, and the Virginians with Disabilities Act. The County does not discriminate against faith-based organizations as defined by Virginia Code § 2.2-4343.1. If Contractor is a faith-based organization as defined by Virginia Code § 2.2-4343.1, Contractor (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to this Contract on the basis of the recipient's religion, religious belief, or refusal to participate in a religious practice or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and (ii) shall be subject to the same rules as other organizations that



Attachment 3 – GENERAL TERMS AND CONDITIONS

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. Nothing in clause (ii) shall be construed to supersede or otherwise override any other applicable state law.

35. In accordance with Virginia Code § 2.2-4311, in every contract over \$10,000.00, the Contractor agrees as follows:
- a. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
36. The requirements of the General and Special Terms and Conditions are a material parts of the contract. If the Contractor violates any provision therein, the County may terminate the contract. Violation also may result in debarment from future contracting regardless of whether the specific contract is terminated.



Attachment 4 – PROPOSAL QUESTIONNAIRE

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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PROPOSAL QUESTIONNAIRE

The undersigned, as Offeror, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person or Offeror herein mentioned has any interest in this proposal; that this is made without connection with any other person or company or parties making a proposal; and that it is in all respects fair and in good faith without collusion or fraud.

Offeror further declares that they have examined the specifications of the materials and services and informed themselves fully in regard to all the conditions pertaining to the materials and services; that they have examined the specifications relative thereto, and have read all terms and conditions furnished prior to the submittal of the proposal; that they have satisfied themselves relative to the materials and service to be provided.

Offeror agrees, if this proposal is accepted, to furnish all necessary materials and services in accordance with this proposal necessary to complete the Contract In full and complete accordance with the shown, noted, described, and reasonably implied requirements of the Request for Proposal attached hereto to the full and entire satisfaction of Washington County, with the definite understanding that no money will be allowed for extra work except as set forth in the attached Request for Proposal and any contract that may result from such submitted Proposal. The statement on this cover sheet shall apply to each element of each proposal submitted to the County.

AGREED, _____
(Signature of Authorized Person)

Signatory's Name (Printed): _____

OFFEROR'S NAME (Business Entity): _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____



Attachment 4 – PROPOSAL QUESTIONNAIRE

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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Please provide responses to the requests for information stated below. A response to each item, below, is mandatory. Your responses should be itemized in accordance with the requests for information stated below and you may attach additional pages or materials as referenced in your responses.

The proposal shall provide information necessary for the County to evaluate the qualifications, experience, and expertise of the Offeror to perform the requested Emergency Medical Services (EMS) Billing and Revenue Recovery Services. The Offeror is to make a written proposal that presents an understanding of the work to be performed. Proposals should be as thorough and as detailed as possible but written clearly and concisely so that the County may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal.

Project Understanding & Methodology

1. Briefly describe the understanding of the Scope of Services to be accomplished and describe the proposed approach to providing the required services. Explain how the project will be organized and the steps anticipated.
2. Clearly state your ability to meet or exceed the requested services, specifically to describe the following:
 - a. EMS Billing Process Functionality. Describe in detail how the proposed solution will meet the needs of the County as outlined in the Scope of Services. Include the proposed processes for receipt, transmission and deposit of patient payments, the proposed process for making refunds, schedule of all tasks required to initiate billing, and any software proposed to use in the billing system, including software proposed for County use and any associated licensing and maintenance agreements.
 - b. Reporting Capabilities. Provide information regarding reporting capabilities of the proposed solution. Can the proposed solution create all desired reports indicated in the Scope of Services? If not, what are the solution's report-related shortcomings? Please provide samples of reports that can be generated.
 - c. Sample Billing Statements. Provide sample billing statements, notices, and/or letters that would be proposed for use by the Contractor when providing the requested services.
 - d. Training/Start-up Plan. Offerors shall outline a start-up plan to include a timeline of events to occur from the "kick-off" meeting to full go-live implementation.
 - e. Customer Service. Provide information on the policies and procedures for assisting customers/insurance companies when questions or concerns are received via telephone or email. Include the timing of telephone and email responses to inquiries.
3. If Offeror proposes to use procedures or methods of service delivery and pricing that would result in more cost effective or otherwise advantageous provision of services than those set out in the Solicitation's Scope of Services, describe and identify those alternatives. The County may consider such alternatives in the process of review of proposals and Contract negotiation.
4. Describe your experience with subscription program administration. The County is currently not planning on utilizing a subscription program but may want to consider it in the future.

Offeror and Staff Experience

1. Describe the Offeror's background and experience in the field of EMS billing and revenue recovery. Include a brief statement of the Offeror's professional competence, technical capabilities and



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qualifications. In particular, describe such services provided to governmental entities of a similar size and scope of services.

2. Indicate who the project manager will be and those key individuals with a role in the project and include a project team organization chart.
3. For each key individual involved, emphasize their role on the proposed project, their corporate affiliation, and include a resume detailing related experience in working with similar contracts and local government. Include their educational background and experience as directly related to their assigned duties under the proposed contract.
4. Indicate whether Offeror has had any contracts terminated for convenience or for cause in the last five years and if so, describe the nature and the circumstances for each contract so terminated.
5. Provide a list of any pending or resolved lawsuits or litigation in which the Offeror was involved during the past five years. If the Offeror has not been involved in any lawsuits, please indicate so.
6. Provide three references on Attachment 5, References, that the County may contact for which similar services were provided and give dates when the services were provided. The references should be for contracts similar in size and scope and preferably located in the Commonwealth of Virginia. The County reserves the right to contact references in addition to those furnished by the Offeror.
7. Describe Offeror's policy and procedure for conduct of criminal background checks on its employees and agents who would perform services pursuant to a contract awarded under this Solicitation. Respond to the Scope of Services requirement that no proposals shall be considered from Offerors who are themselves excluded individuals or entities according to the "List of Excluded Individuals and Entities" (LEIE), maintained by the Office of the Inspector General (OIG), United States Department of HHS (<https://oig.hhs.gov>).

Compliance Program

1. Describe and discuss the Offeror's compliance program and how the program meets or exceeds the requirements of CMS and HIPAA. Provide a copy of its compliance programs both for CMS and HIPAA.
2. Provide a written copy of all "Red Flag" policies and procedures.
3. Provide a Statement of Auditing Standards No. 70 (SAS 70) Independent Service Auditor's Report completed by an independent auditing contractor within the past twenty-four (24) months. The income statement and balance sheet associated with the audit must also be furnished.
4. Outline the importance of complying with Medicare/Medicaid policies, procedures, and directives. Include a listing of past or present penalties or findings (if any) and their resolution. If the Offeror has no penalties or findings, please indicate such.
5. Please confirm that, to the best of their knowledge, that they are not presently the subject of any Federal or State investigation involving fraudulent or abusive billing practices, and if such investigations are ongoing or have occurred within the past five (5) years, the Offeror shall provide the nature and outcome of such investigations in the proposal.

Security and Disaster Recovery Plan

1. Describe and discuss the Offeror's security and disaster recovery plan and specify how it complies with Attachment 1, Scope of Work, paragraph 23 requirements.
2. Describe and discuss the Offeror's method of securing data and for providing secure access to data including patient information and statistical reports.



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Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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Cost/Fee Proposal and Collection Rate

1. Provide a cost/fee proposal for County payment to Contractor of a fixed percentage of all collections (net of refunds) received from all responsible parties and insurance providers as a direct result of the Contractor's services. Offeror shall include all fees, costs and expenses in the percentage of collection fee, and the County shall not be charged any additional fees, costs or expenses outside the percentage fee for performance of the Contract. Accounts turned over to the County for additional collection efforts as deemed appropriate by the County will not be included in determining the Contractor's fee.
2. Provide your average collection success rate with comparable localities. Provide your best collection rate and worst collection rate for comparable localities. Explain why these collection rates occur.



Attachment 5 – REFERENCES

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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References for _____

Name of Offeror

Offeror shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, name of the contact person, email address and telephone number.

1. ORGANIZATION	_____
ADDRESS	_____
CITY, STATE, ZIP	_____
CONTACT PERSON	_____
TELEPHONE NO.	(____)_____ Email address: _____
SERVICE DATES	_____
2. ORGANIZATION	_____
ADDRESS	_____
CITY, STATE, ZIP	_____
CONTACT PERSON	_____
TELEPHONE NO.	(____)_____ Email address: _____
SERVICE DATES	_____
3. ORGANIZATION	_____
ADDRESS	_____
CITY, STATE, ZIP	_____
CONTACT PERSON	_____
TELEPHONE NO.	(____)_____ Email address: _____
SERVICE DATES	_____

This form is required to be submitted to be considered a Qualified Offeror for this solicitation.



Attachment 6 PROPRIETARY/CONFIDENTIAL INFORMATION

Emergency Medical Services (EMS) Billing and Revenue Recovery Services

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Trade secrets or proprietary information submitted by a bidder/offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder/offeror must invoke the protections of 2.2-4342(f) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the bid/proposal in which it is contained and the page numbers, and state reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. In addition, a summary of proprietary information to be withheld shall be submitted on this form. A bidder/offeror may not designate as trade secrets or proprietary information (a) an entire bid or proposal; (b) any portion of a bid or proposal that does not contain trade secrets or proprietary information; or (c) line item prices or total bid or proposal prices.

If non-disclosure is invoked, the bidder/offeror must provide the County, in addition to the number of copies elsewhere in this Solicitation, one copy of the bid/proposal with proprietary/confidential information redacted so that the County may provide it to the public for review.

Description of the data or other materials that are requested to be withheld from public disclosure	Page #(s) and Line #(s) &/or Section #(s) where located	State your reason(s) why withholding from public disclosure is necessary

You may attach additional copies of this page as necessary.

