

April 22, 2011

Williamson County Purchasing Department Attn: Kerstin Hancock 301 SE Inner Loop – Suite 106 Georgetown, TX 78626

RE: Renewal – Billing Services for Williamson County EMS 10WCAP124

Ms. Hancock:

This letter is to inform Williamson County that DM Medical Billings wishes to renew our current Billing Services contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,

Chuck McSweeney

Director of Business Development

c. Amy Gifford, VP of Operations



WILLIAMSON COUNTY PURCHASING DEPARTMENT 301 SE INNER LOOP – SUITE 106 GEORGETOWN, TEXAS 78626

http://www.wilco.org/purchasing

November 18, 2009

DM Medical Billings Charles McSweeney 20 E. Taunton Road, Suite 500 Berlin, New Jersey 08009

RE: Proposal/Contract # 10WCAP124- Billing Services for Williamson County EMS

Dear Mr. McSweeney,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for EMS Billing Services to your company for the contract period November 17, 2009 through September 30, 2010. Your contract number is 10WCAP124.

The award information is located on our County web site at the following link: http://www.wilco.org/purchasing. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock Purchasing Specialist Williamson County

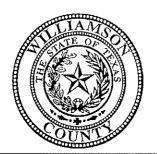
WILLIAMSON COUNTY BID FORM

WILLIAMSON COUNTY EMS BILLING SERVICE PROPOSAL NUMBER: 10WCAP124

NAME OF PROPOSER: DM MEDICAL BILLINGS
Mailing Address: 20 E. Taunton Boan, Suite 500
city: Berlin State: NJ zip: 0800 9
Email Address: MULMICSWEENRY @ VEYIZON. net
Telephone: (800) 975 3715 Ext 154 Fax: (856) 768 - 2739
By signing this form: The bidder confirms that he/she has read the entire document and agrees to the terms herein. The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements
The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).
Mul Mu Mullus Date of PROPOSAL: Mix Mull 9 Signature of Person Authorized to Sign Proposal
Printed Name and Title of Marks Mc Swency - Director Business Development

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL



WILLIAMSON COUNTY PURCHASING DEPARTMENT 301 SE INNER LOOP - SUITE 106 GEORGETOWN, TEXAS 78626

http://wcportals.wilco.org/Procurement/

REQUEST FOR PROPOSAL

WILLIAMSON COUNTY EMS BILLING SERVICES PROPOSAL NUMBER: 10WCPA124

PROPOSALS MUST BE RECEIVED ON OR BEFORE: JUNE 17, 2009 - 3:00PM

PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: JUNE 17, 2009 - 3:30PM

PROPOSAL SUBMISSION

<u>DEADLINE</u>: Proposals must be received in the Purchasing Department on or before 3:00 pm on Wednesday, June 17, 2009. Proposals will be publicly acknowledged at 3:30 pm or soon thereafter in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop — Suite 106, Georgetown, Texas.

METHODS: Sealed Proposals may be hand-delivered or mailed to the Williamson County Purchasing Department, Attn: Barry Becker, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.

<u>FAX/EMAIL</u>: Facsimile and electronic mail transmittals will not be accepted.

PROPOSAL REQUIREMENTS

SUBMITTAL: DUPLICATE: Proposals are to be submitted in duplicate (1 original complete Proposal set and 1 copy of the Proposal set). The Proposal sets should be marked "original" or "copy". A "Proposal set" consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation. All copies should have the same attachments as the original.

SEALED: All Proposals must be returned in a sealed envelope. Firm's name, address, proposal name, number, opening date and time should be clearly marked on the outside of the envelope. If an overnight delivery service is used, the Firm's name, address, proposal name, number, opening date and time should be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County requires proposer to supply with this proposal, a list of at least three (3)

references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

<u>LEGIBLITY</u>: Proposals must be legible and of a quality that can be reproduced.

<u>FORMS</u>: All proposals should be submitted on the forms provided in this Proposal document. Changes to proposal forms made by proposers may disqualify the proposal. Proposals cannot be altered or amended after submission deadline.

<u>LATE PROPOSAL</u>: Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for delay of mail, courier service, etc.

RESPONSIBILITY: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:

- have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

AWARD

<u>THIRTY DAYS</u>: Awards should be made approximately thirty (30) days after the proposal opening date. Results may be obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: No more than one proposal will be awarded for any item, single department or area. Proposals may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in this proposal request, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

<u>CONTRACT</u>: This proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful proposer and Williamson County.

The successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

CONTRACT ADMINISTRATION: Under this contract, Kenny Schnell, Emergency Medical Services Director, will be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful proposer.

CONTRACT PERIOD(S): The Initial Contract Period is Date of Award through September 30, 2010. Possible extensions for maintenance include:

October 1, 2010 through September 30, 2011 October 1, 2011 through September 30, 2012

CONTRACT EXTENSIONS: At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-nine (39) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the

Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

PROPOSAL CONTACTS

PURCHASING CONTACT:

Barry Becker 301 SE Inner Loop – Suite 106 Georgetown, TX 78626 (512) 943-1607 barrybecker@wilco.org

TECHNICAL CONTACT:

Ed Gomez Logistics Commander P.O. Box 873 Georgetown, TX 78627 (512) 943-1883 egomez@wilco.org

MISCELLANEOUS

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Request for Proposal. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

<u>FIRM PRICING</u>: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of proposal opening for a fixed period of time. Unless the proposal expressly states otherwise, this period shall be until the end of the initial contract period. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best proposal.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate — the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.

<u>FUNDING</u>: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court.

<u>SALES TAX</u>: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

<u>DELIVERY</u>: The delivery time and location for the commodity and/or service covered by this Proposal shall be as stated in the various Proposal packages.

<u>PURCHASE ORDER</u>: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful Proposer for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

<u>PAYMENT</u>: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number(3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna McKitrick, 943-1558 or Kathy Blankenship, 943-1557.

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

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: http://wcportals.wilco.org/Interest_Conflict/index.html

ETHICS: The proposer shall not accept or offer gifts or anything of value nor enter into any business

arrangement with any employee, official or agent of Williamson County.

<u>DOCUMENTATION</u>: Proposer shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the proposer in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this Proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

WORKERS' COMPENSATION

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the proposer provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Division of Workers' Compensation requirements.

Background

Williamson County Emergency Medical Services is a County wide 911 emergency ambulance service providing care to all the unincorporated areas and incorporated cities of Williamson County. The department, established in 1975, responds to all emergency 911 calls as well as emergent and non emergent intra-facilities transfers. EMS also provides continuing Emergency Medical Training for paramedics as well as affiliated first responder organizations personnel. Williamson County has a population of 360,000 and handles an estimated annual call volume of 26,000. EMS plans for an average call volume increase of 3% annually. EMS currently operates 15 ground mobile intensive care units utilizing emsCharts Inc. as an electronic patient care record management system.

Williamson County is located in central Texas, and is bordered on the south by Travis County and Austin which is the Capital of Texas. Williamson County is currently the 11th fastest growing county in the nation. The housing market and population influx has remained unchanged despite the significant decline in the current economy.

Purpose

Williamson County Emergency Medical Services is seeking a contracted EMS billing service (the Respondent) to provide all necessary ambulance billing services for Williamson County. Below are the top priority objectives of this project.

- The respondent must currently have a software interface with emsCharts, Inc. and must have significant experience and knowledge of the data transfer with the respondent's billing software.
- The respondent will be required to generate and manage billing for a minimum of 20,000 calls a year.
- The system will be HIPAA and Red Flag compliant meeting all State and Federal confidentiality, security, and transaction coding requirements.
- The respondent must have an acceptable and proven back-up/redundancy system.
- The respondent must provide support during normal business hours by phone and/or online.
- Ability to allow Williamson County EMS and Williamson County Auditors access to patient account status, account notes, filing dates, insurance payment data information in real time online access.
- The respondent must be prepared with a seven (7) day notice to allow Williamson County to conduct a complete on site financial / process review audit.

Respondent Qualifications

The questions below are in regard to the Respondent's qualifications required for this project by Williamson County EMS (WCEMS). Respondents must answer every question with details; the response will be included in the scoring. Answers may be answered under each question (preferred) or a separate document can be created, please include number of question for reference.

Qualifications

- Does your current billing software currently interface with emsCharts, Inc.?

 <Answer>
- 2. How long have you used the software interface with emsCharts, Inc.?
- 3. Provide the details of the billing software platform you currently use, to include modifications needed to interface with emsCharts, Inc., timeline and frequency of needed updates.

 <Answer>
- 4. Do you currently submit claims electronically to Medicare, Medicaid, Major private insurance companies?
- <Answer>
- 5. What is your turnaround time to process a bill for Medicare/Meidcaid, Self-pay and Private pay.
- 6. Do you have the ability to process bills electronically with itemized billing? <Answer>
- 7. Describe your process to stay up to date on Medicare/Medicaid changes and how is this information communicated to the provider.

 <Answer>
- 8. Describe the capabilities to see financial data in real time.
- <Answer>
- Describe the ability to allow WCEMS access to patient account status, account notes, filing dates, insurance payments data and other similar information in real time online access.
- 10. How many bills are generated by your company a year? What is the call volume for the largest service that you bill for?
- <Answer>
- 11. How are you currently compliant with HIPAA, and Red Flag rules?
- <Answer>
- 12. Describe your policy and commitment toward superior customer and Respondent service, including training and evaluation of all employees performance in this important facet of their job. <Answer>
- 13. Do you provide support during normal business hours by phone and/or online? <Answer>
- 14. Explain your process for back-up and redundancy for data on your servers. <Answer>
- 15. Explain the different options available for collecting payments (lock box, personal checks, electronic payments).
- <Answer>
- 16. Describe the IT support you receive to maintain your servers and billing software.
- <Answer>
- 17. Explain how patients will call to obtain information about their bill.
- <Answer>
- 18. Describe the process you use to itemize a bill.
- <Answer>
- 19. Provide a sample of an itemized bill.
- <Answer>
- 20. Explain the minimum information needed on the electronic patient care report (ePCR) to submit a bill.
- <Answer>
- 21. Explain when you will need access to the patient's signature.
- <Answer>
- 22. Explain when you will need access to Memorandum of Transfer, Physician Certification Statement and/or other related documents.
- <Answer>
- 23. What is your timeline to submit a bill for payment?
- <Answer>
- 24. How do you handle any discrepancies noted in a ePCR?

<Answer>

25. Explain the process if an ePCR is missing information such as patient's demographics, Insurance, MOT, PCS, hospital face sheet and other related information needed to submit a bill. <Answer>

26. Are you able to skip trace missing information on a ePCR?

<Answer>

27. Explain the process for obtaining a working relationship with hospitals and insurance companies.

<Answer>

28. Describe the details of the surety bond you will provide such as; Professional Liability, Errors & Omissions & Workers Compensation Insurance.

<Answer>

29. Describe the policies and commitments you have in place to comply with all federal and state laws governing insurance to include workers compensation laws.

<Answer>

30. Describe your internal and external audit process, have you received certification under a SAS 70 (Statement of Auditing Standard 70) review process?

<Answer>

31. Provide an explanation of the start-up process for new clients; to include timeline, information needed by Respondent and other necessary information.

<Answer>

32. Describe the ability for WCEMS to have immediate access to patient account information such as dates of statements mailed, dates payments received and posted, aged receivable reports (30, 60, 90 days...etc.) and/or similar information.

<Answer>

33. Describe the training and certifications that are required for insurance coders in your company.

<Answer>

34. What form of communication will be utilized between our office and yours in the event we have a patient call with questions about their account? (Telephone, email, live chat) <Answer>

35. In regards to question above, do you provide the ability to have a phone conference with all parties involved?

<Answer>

36. In the event we have to leave a message or send an email, what is the timeframe we can expect a reply?

<Answer>

37. Will we have an account representative assigned exclusively to WCEMS? <Answer>

38. Describe the process used when your office is given a request for records by a lawyer or private citizen? To include any fees, authorizations, turnaround time and requirements.
<Answer>

39. Describe the process for negotiation from attorneys for a reduction, will they be referred to WCEMS or do you handle this.

<Answer>

40. Has your company ever been investigated and found guilty in a fraud or abuse case? If yes, what was the outcome?

<Answer>

41. Have you provided billing services for a company that has been found guilty in a fraud or abuse case? If yes, what was the outcome?

<Answer>

42. How often do you send statements to the patient in regards to their account status? <Answer>

- 43. Describe your plans for termination if either party elects to end the agreement.

 Answer>
- 44. Describe any future additional features or functionality of service.

 <Answer>
- 43. Provide a projection of revenue generated for a year using the following information.
 - Williamson County EMS sees approximately 22,000 patients a year

Dead at Scene	258	1.18%
MVC Patient Refusal	2640	12.10%
Patient Refused Care	2906	13.32%
Treated and refused transport	884	4.05%
Treated, Transferred Care	50	0.23%
Treated, Transported	15010	68.78%
Treated, Transported by other EMS	76	0.35%
Total:	21824	1 1

- o "Dead at scene" and "MVC patient Refusal" are deemed un-billable per WCEMS.
- o All other patient contacts are billable.
- Based off the billable patients the average bill is \$1100.00
- o Approximate Payor Mix
 - 38% are Medicare patients
 - 34% are Private Insurance
 - 28% are Private Pay

<Answer>

Cost

Please include details for all pricing models offered:

- Performance guarantee
 - o Reduction of percentage paid based on actual revenue generated and revenue projection.
- · Percentage of yearly revenue
 - o Flat percentage on revenue generated.
- Flat service fee
 - One time yearly fee not dependent on revenue generated.

Company Profile

Provide a brief profile of your company to include but not limited to personnel, years involved in the industry, other areas of expertise, financial stability and major customers with the size of their service.

On-site Demonstration

The vendor may be required to facilitate an on-site demonstration as part of the evaluation process.

References

Provide at least three customer references from systems similar to size and scope of Williamson County EMS. Please provide the following information.

Company name
Address
Date of implementation
Contact
Phone number
Email address

WILLIAMSON COUNTY BID FORM

WILLIAMSON COUNTY EMS BILLING SERVICE PROPOSAL NUMBER: 10WCAP124

Address:	
City:	State: Zip:
Address:	
one: ()	Fax: ()
By signing this form:	
 The bidder confirms that he/ herein. 	/she has read the entire document and agrees to the terms
 The bidder is acknowledging necessary requirements 	g the Conflict of Interest Clause and agrees to follow
	ure, represents that he/she is authorized to bind the bidder to
	nditions of the attached Invitation for Bid, Specifications, and shown on the accompanying bid sheet(s).
	Data of DDODOSAL.
Signature of Person Authorized to Si	Date of PROPOSAL:

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL