



# SEDGWICK COUNTY, KANSAS

## DIVISION OF FINANCE

### Purchasing Department

\* 604 N. Main, Suite F \* Wichita, KS 67203 \* Telephone (316) 660-7255 \* Fax (316) 383-7055 \*

### Request for Proposal Proposal # 05-0072

### MEDICAL BILLING SERVICES

October 27, 2005

Sedgwick County, Kansas (hereinafter referred to as *County*) desires to acquire Medical Billing Services for the Emergency Medical Service (EMS) and other various County Agencies (i.e. Health Department or Comcare). It is anticipated that an official contract will be issued for service(s) and/or product(s) after the Board of County Commission approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of the service(s) and/or product(s) described herein.

Carefully review this Request for Proposal, it provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original and four (4) copies of the entire document with any supplementary materials **NO LATER THAN 1:45 p.m. CST, Tuesday, December 06, 2005**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time. Late or incomplete responses will not be accepted and will not receive consideration for final award.

To ensure that vendors have complete information prior to submitting a proposal, a **PRE-PROPOSAL MEETING** has been scheduled for Tuesday, November 08, 2005, at 10:00 a.m. in the Sedgwick County Purchasing Conference room; 604 N Main, Suite F, Wichita, Ks 67204. Attendance is strongly encouraged, but not mandatory.

Proposed base pricing may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the Sedgwick County Board of Bids and Contracts meeting. Because purchases of this nature require the expenditure of public funds and/or public facilities, it should be noted that all other information provided will be considered proprietary and will NOT be divulged during the proposal review process. The successful proposer will understand, however, that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the Board of County Commissioners.

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James A. McComas  
Purchasing Agent

## **1. ABOUT THIS DOCUMENT**

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the County is **seeking a solution**, as described on the cover page and in the following Background Information section, **not a bid or quotation** meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award** recommendation. As defined in Charter Resolution No. 57, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) or product(s) which best meets its required needs, quality levels and budget constraints.**

## **2. GENERAL & BACKGROUND INFORMATION**

Sedgwick County, located in south-central Kansas, is the most populous of Kansas' 105 counties with a population estimated at more than 450,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2700 persons, and hosts or provides a full range of municipal services, e.g., public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The Emergency Medical Service (EMS), a public ambulance service, is provided county-wide. EMS provides the highest quality of rapid pre-hospital Advance Life Support care for all requests for emergency and non-emergency service within Sedgwick County regardless of the patients' ability to pay. Annually EMS transports approximately 29,000 patients generating over \$15,800,000.00 in charges. In 2004 this activity generated over \$7,400,000.00 in revenue.

The County is seeking an agreement with a billing service/collection agency that is efficient and effective. The County believes that leading-edge technology and performance incentives are the key elements to improving any billing function. As a result, the County desires to enter into a contractual agreement with a private sector billing service. The County desires to implement this contract approximately February 15, 2006, for the processing of medical billing. A summary of the current Medical Billing Services process is provided in the following:

### **Charging services**

When a citizen calls 911, the Dispatch Unit asks pertinent questions concerning the patient's status and general condition, and then an ambulance is dispatched to the scene. Information is entered by the Dispatch Unit to the County's mainframe computer system on a system developed internally.

MICT paramedics arrive at the scene and begin medical treatment. Once the patient is stabilized and the decision is made to transport to a medical facility, the patient is questioned for billing information. This billing information, along with all medical information regarding treatment administered to the patient, is entered by MICT paramedics to the County's mainframe into another record. At about 3:00 a.m. each morning, the gram entered by the Dispatch Unit and the information supplied by the paramedics are interfaced. Patient care records, gram information, and account information are then reviewed to ensure compliance. Following compliance charges are computed by the mainframe system and all accounts with their corresponding patient care record are then downloaded to the current vendor for ICD-9 coding and

A/R billing functions.

### **Receipt of funds**

EMS has established a lock-box through Intrust Bank for all revenue generated from billing activities. The vendor instructs patients and insurance companies to make payments to this lock-box on the statements that they mail. Intrust personnel collect mail from the EMS postal box daily, process the mail, pull the funds and deposit funds to the County's account. Copies of the checks are made and taken to vendor daily along with any enclosed Explanation of Benefits (EOB) forms, statements, etc. Additionally, any miscellaneous mail is taken to the vendor. The vendor enters payments to patients' accounts based on copies of the checks and EOBs or other information received from the bank. The vendor also prepares a "deposit summary" showing the distribution of payments. The Deposit Summary prepared by the vendor is checked against the Lockbox summary faxed by Intrust to the County Treasurer's Office and Accounting.

Occasionally, patients will pay EMS directly either on a walk-in basis or through the mail. **The payment and receipt/statement stub is placed in an envelope and mailed to the lock box. In the rare occasion of a cash payment receipt, the cash is deposited with the County Treasurer and a receipt is sent to the vendor for posting to the patient account.**

### **Reconciliation of deposits**

Each day, the vendor sends reports of the previous day's activity to EMS. These reports show all payments collected on patient accounts.

At the end of each month, the vendor mails a monthly activity report summarizing all payments. Accounting reconciles this to revenues recorded.

### **Pursuit of accounts**

The vendor is responsible for pursuit of patient accounts and sends the original statements as well as reminder statements at 30 day intervals. The vendor refers uncollectible accounts to a collection agency, in accordance with the County's guidelines on collection of delinquent accounts.

## **3. OBJECTIVES**

The County has identified the following objectives for securing a Medical Billing Service described herein:

- Procure a Medical Billing Service with a reputable firm, to provide complete and thorough financial reports to be presented to the EMS Director and County Management Staff.
- Procure a Medical Billing Service with a reputable firm to provide billing services for approximately \$15,800,000.00 in patient services rendered. The \$15,800,000.00 represents the amount of 2004 charges processed for billing.
- Procure a Medical Billing Service that has a record of accurate coding, effective communication with patients and efficient and timely billing process.
- Procure a Medical Billing Service that will meet or exceed the parameters, conditions and mandatory requirements presented in this document.
- Procure a Medical Billing Service with the best proven "track-record" in performance and service.
- Procure a Medical Billing Service with the most advantageous overall cost to the County.

## **4. SELECTION CRITERIA**

The selection process will be based on the responses to this Request for Proposal and any interviews required to verify the ability of proposer to provide information in response to this document. Vendors will not be compensated for their participation in this selection process. A committee will judge each firm's response as determined by meeting the following criteria:

1. Meeting or exceeding all Request for Proposal Conditions and miscellaneous instructions as

- outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
2. Proven ability to provide high quality billing services/collections with superior service within the specifications, mandatory requirements, miscellaneous instructions and conditions as outlined in this and future related documents. Such ability will be determined by:
    - a. Providing four (4) references verifying exemplary service. These references MUST have received service(s) of a comparable scope and size to those proposed under this RFP. Provide the business name, address, contact name, phone number, length of service contract for each site, and a brief description of medical billing and accounts receivable services provided.
    - b. Providing the number of claims you currently process, in total, for each of your clients that make up your business portfolio.
    - c. Providing a complete time line detailing the implementation to ensure completion of the start up process.
    - d. Meeting or exceeding all vendor qualification requirements.
    - e. Meeting or exceeding all mandatory requirements.
    - f. Meeting or exceeding all minimum requirements.
    - g. Providing the County with the most advantageous proposal.

*The review committee will select the proposals which appear most beneficial. These proposers may be asked to provide a marketing presentation to the review committee during the evaluation period. No negotiations, decisions, or actions will be initiated by any firm as a result of any verbal discussion with any County employee prior to the completion of the request for proposal (RFP) process. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service or product which best meets its required needs, quality levels, and budget constraints.*

**5. PRODUCT DEMONSTRATION AND TESTING (IF REQUIRED)**

Selected vendors will be required to perform a demonstration of proposed product(s). No award will be made until demonstration has been performed. This information is only provided to assist participating firms in understanding the nature, scope and procedures of the demonstration or testing phase of this RFP.

- Members of this RFP review committee and (DIO) technicians may test or review the proposed service(s) or product(s) to determine:
  - a. If product(s) meets all requirements
  - b. Ease of repair, service, and upgrading
  - c. Accessibility of key components
  - d. Quality of components used
  - e. Ease of use/handling
  - f. Practical application(s) and impact(s) to Sedgwick County

**6. INSURANCE REQUIREMENTS**

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide thirty (30) days written notice to the County by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the proposer to furnish to the County a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or insured. The following minimum coverage is generally required of vendors providing services:

Workers Compensation	
Applicable State Statutory Employers' Liability	\$100,000.00
Contractor's Liability Insurance	

	Form of insurance shall be by a Comprehensive General Liability and comprehensive Automobile Liability	
Bodily Injury		
	Each Occurrence	\$500,000.00
	Aggregate	\$500,000.00
Property Damage		
	Each Occurrence	\$500,000.00
	Aggregate	\$500,000.00
Personal Injury		
	Each Person Aggregate	\$500,000.00
	General Aggregate	\$500,000.00
Automobile Liability – Owned, Non-owned and Hired		
	Bodily Injury Each Person	\$100,000.00
	Bodily Injury Each Occurrence	\$500,000.00

**7. INDEMNIFICATION**

The successful firm shall hold Sedgwick County harmless from and indemnify it against all liability, including attorneys fees, which may arise from and accrue directly from the performance of the work or any obligation of the successful firm or failure of the successful firm to perform any work or obligation provided for in the agreement.

**8. CONTRACT PERIOD AND PAYMENT TERMS**

The contract period with the successful firm will be two (2) years, to begin following Board of County Commission approval of the recommended proposal, as finalized, and receipt by the County of any/all required paperwork. The County will have an option to renew the contract for three (3) additional one (1) year terms, if agreeable between all parties.

The County reserves the right to cancel the contract and discontinue services with a fifteen (15) day written notice as a result of the failure of the contracted proposer to provide acceptable reports and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

Payments for all specified service(s) and/or product(s) to the successful proposer can be made with the following criteria taken into consideration:

- Payment shall be made on a monthly percentage of collection basis. The percentage of collection fee will be based on actual net revenue received less refunds on over payments. Payment will be made to vendor within fifteen days from receipt of invoice.

**9. TENATIVE TIME LINE**

The following dates are provided for information purposes and are subject to change without notice. Contact James McComas, Purchasing Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	_____	October 27, 2005
Pre-Proposal Meeting	_____	November 08, 2005
Clarification, Information and Questions submitted in writing by 5:00 p.m. CST	_____	November 10, 2005
Addendum Issued	_____	November 14, 2005
Sealed proposals due before 1:45 p.m. CST	_____	December 06, 2005
Evaluation Period	_____	December 07, 2005 – December 21, 2005
Board of Bids and Contracts Recommendation	_____	December 22, 2005
Board of County Commission Award	_____	December 28, 2005

**10. QUESTIONS and CLARIFICATIONS**

All requests for clarifications of the RFP process should be directed to James McComas, at (316) 660-

7255, or e-mail [jmccomas@sedgwick.gov](mailto:jmccomas@sedgwick.gov). Technical information about the current billing functions should be directed to Tom Pollan, Director, EMS at 316-660-7971, or e-mail [tpollan@sedgwick.gov](mailto:tpollan@sedgwick.gov). All questions must be submitted in writing by 5:00 p.m. CST, November 10, 2005. Answers will be provided in written form as an addendum and will be posted on the County website at [www.sedgwickcounty.org/purchasing](http://www.sedgwickcounty.org/purchasing) by November 14, 2005. **Vendors are responsible for checking the web site and acknowledging any addendums on the proposal response form.**

## **11. MANDATORY FIRM REQUIREMENTS**

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this RFP. Firms must meet or exceed qualifications to be considered for award. Specific responses to each must be provided in the accompanying Response Form. Firms must:

1. Have proper certification(s) or license(s) for the services specified in this RFP. (Proof of certification(s) and license(s) must be submitted with vendor response form.)
2. Have ability to perform the following:
  - a. ICD-9 Coding (Coding Services)
  - b. Electronic and Paper Claims Filing
  - c. Post Payments
  - d. Primary, Secondary, and Tertiary Claims Filing
  - e. Rejected Claim Resolution (i.e. Letter of Medical Necessity)
  - f. Patient Statements
3. Have the capacity to acquire all required bonds, insurances, permits and coordinate with approving and/or monitoring agencies.
4. Provide a bank reference statement and/or a copy of the most recent, audited, financial statement.
5. Provide services similar to those specified in this RFP for minimum of three (3) years.
6. Provide contact name(s), title(s), qualification(s), phone number(s) and e-mail address(s) of lead professional personnel assigned to the County account.
7. Provide four (4) references verifying exemplary service. These references **MUST** have received service(s) of a comparable scope and size to those proposed under this RFP. Provide the business name, address, contact name, phone number, length of service contract for each site, and a brief description of medical billing and accounts receivable services provided.
8. Discuss any current local, state or federal (i.e. HCFA / HIPPA) violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide service(s) and/or product(s).

## **12. MINIMUM REQUIREMENTS AND SPECIFICATIONS**

The County desires the most acceptable service(s) and product(s) available. The following specifications outline the minimum design and performance requirements for this RFP. Minimum requirements are provided to assist vendors in submitting a thorough response that meets the County's objectives. Proposals received must reflect in detail their inclusion and the degree provided. Vendors may propose methodologies which meet the purpose and meaning of the listed requirements, but should note that the proposed service(s) and/or product(s) which meets all, or most closely meets the specifications will be recommended for award within the listed selection criteria. The successful proposer must:

1. Submit a percentage fee rate for medical billing and accounts receivable services. Pricing must be a percentage based on the net revenue received.
2. Submit pricing for start-up, installation and conversion of existing accounts receivable and all new business.
3. Provide a certificate of insurance identifying carriers, showing proof of liability insurance and bond, with limits of \$500,000/\$500,000 aggregate and the policy term.
4. Provide written procedures on collection techniques to include but not limited to process and time required and have the capability to allow specific changes to those procedures for the County when requested.
5. Have customized software and/or have an equivalent to fit the needs of the County.
6. Utilize a document imaging product for storage and retrieval of signature pages and supporting

documentation with the following specifications:

- a. Have fax service capacity built-in to allow EMS to retrieve all documents and electronically mail (e-mail), print or fax document to designated locations.
  - b. Function as client/server technology, allowing EMS personal computers to operate as clients.
  - c. Have Explanation of Benefits (EOB) management capacity. All EOB's and checks must be scanned and indexed to individual accounts thus allowing automatic retrieval, on request, of all account documentation.
  - d. Support workflow processing, allowing EMS documentation to be scanned and automatically reference the billing information for insurance or legal follow-up at a later date.
  - e. Allow for all historical reporting to be maintained in "electronic" format for later retrieval by EMS staff. Format must allow manipulation of data for creation of reports.
  - f. Imaging system and historical material must be stored in a secured area.
7. Guarantee daily claims filing (HIPPA Compliant), with a 100% electronic billing capacity (for services medically necessary), utilizing Medicare, Blue Cross/Blue Shield, Medicaid, and commercial clearing house networks.
  8. Guarantee claim follow up and re-bill and work with the insurance companies when applicable. Re-bill indicates that all charges applicable to the service be retrievable in billing type format and/or detailed statement.
  9. Be responsible for the re-billing of any claim sent to collections that is billable to Medicare, Blue Cross/Blue Shield and Medicaid.
  10. Provide an audit system designed specifically for the EMS accounts so all information is made available to Sedgwick County EMS to monitor billing activities and accounts receivable at the discretion of EMS.
  11. Provide remote access via internet to billing agency central processing unit and software via a minimum of three (3) PC workstations connected at the EMS administration office and one to the Finance Office. These workstations will be used by EMS to monitor daily activity.
  12. Provide on-site training for EMS administration staff on the software utilized.
  13. Provide the software and hardware necessary to interface between EMS reporting system and their central processing unit.
  14. Guarantee daily document retrieval through a lock box arrangement with the County banking institution to facilitate daily posting of revenue to patient accounts. Have the ability to receive revenues through one of the County's lock boxes. Keep and post all receipts, balancing to daily lockbox totals and any other revenue sources. Send a fax or e-mail of the balanced posting for each days lockbox deposit.
  15. Provide pre-collection activities on accounts to significantly reduce accounts being turned to an outside collection agency. At minimum, this activity should include: three (3) statements sent with no returned mail, if returned mail—contact "emergency contact," one (1) telephone contact or three (3) attempts for telephone contact.
  16. Accept responsibility for all EMS consumers billing inquires and retrieval of medical records for affiliated agencies (i.e. Sheriff, Wichita Police Department, District Attorney's Office, private attorney requests) on normal business days from 8:00 a.m. – 5:00 p.m.
  17. Accepts responsibility for all EMS consumer complaints and complements by providing this information to the EMS administration (hard copy) no later than the following work day or by computer media (i.e. internet).
  18. Maintain all software and/or computer hardware necessary to fulfill this agreement.
  19. Be responsible for refund requests and provide backup material that supports the request. (copies of the payment, checks, remittance advices, credit account balances.) Keep the credit balance within a reasonable amount with regards to the amount receivable balances. (negotiated)
  20. Bad debts written off shall be sent in a legible format. (to be negotiated)
  21. Guarantee the ability to define EMS specific general ledger accounts for cash, accounts receivable, general adjustments, bad debt, write offs, etc.

22. Supply the EMS administration with the following financial reports on a daily basis:
  - a. A cash analysis report including a detailed check register, total cash receipts and refunds.
  - b. A detailed report showing each activity that has taken place during the day. The report should show total charges, receipts, refunds, adjustments, accounts receivable and number of procedures. The report should also note an exception on the report should any charges or approval amounts be changed from their standard amount.
  - c. A detailed report summarizing all daily information including receipts, charges, adjustments, total accounts receivable, and number of procedures. This report should summarize “today”, “period-to-date”, and year-to-date.”
  - d. A report providing a record of all transactions that affected the general ledger. This information should have the ability to be reported and/or a general ledger interface file with the ability to transfer on a daily, weekly, monthly, semi-annually, or yearly basis. This report shall be available in detail or summary form.
23. Supply the EMS administration with the following reports on a monthly basis on paper and/or personal computer viewable reports:
  - a. A report showing basic financial information on each account, such as account balance, patient due balance, date of last statement and date of last payment.
  - b. A financial summary showing “period-to-date” and “year-to-date” totals for the following: charges, receipts, adjustments, net accounts receivable, total accounts receivable, number of procedures and the collection percentage. This report should also provide a receipts analysis that breaks down receipts by insurance carrier, including self-pay, etc.
  - c. An aging report should be available in the following formats:
    - i. Summary—overall view of responsible parties and the amount of monies due in the different aging categories, broken down by insurance, patient and total, separating the major payers, Medicare, Blue Cross/Blue Shield and Medicaid.
    - ii. Account—including all open items aged by date of service.
    - iii. Patient—including only patient due items aged by date of responsibility.
    - iv. Insurance plan—including all insurance responsibility items, aged by date insurance was billed.
  - d. A procedure productivity report that can be used to obtain unit and charge revenue values for each procedure code. This information should be obtained for any range of date for use on a monthly, quarterly, semi-yearly or yearly basis.
  - e. A report showing total year-to-date and prior year receipts for each insurance plan. This report should calculate the percentage of receipts from each plan.
  - f. The ability to query data for ad hoc reporting.
24. Guarantee that EMS administration will receive hard copy documents concerning procedure changes relating to Medicare B coverage for ambulance, Medicaid of Kansas coverage for ambulances and any other commercial/individual insurance carrier changes that develop throughout the course of this contract.
25. Reflect in the monthly percentage of collection fee schedule all business costs including, but not limited to, the following: personnel, statements, envelopes and return mail envelopes, HCFA 1500 claim forms, electronic clearing house service fees and postage.
26. Describe in detail how EMS would recover from a default by the successful proposer during the contractual period using the medical accounts receivable software.
27. Provide software that is interfactable with CICS and Medusa (LifeNet 2.2). The CICS system is the current operating system. It is estimated that the Medusa (LifeNet 2.2) system will be installed the first quarter of 2006.

### **13. PROPOSAL CONDITIONS**

In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. Pricing offered in the proposal document will be provided to other local government entities with whom Sedgwick County regularly enters into cooperative agreements.

2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder's sureties and insurers are subject to the approval of the County.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. **A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint.** The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
5. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
6. **Prices proposed may not be withdrawn for a period of 120 days following the opening of this Request for Proposal. Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.**
7. Proposers MUST return one (1) original and four (4) copies of the entire document with any supplementary materials to Sedgwick County, Kansas, Purchasing Department, Suite F, 604 North Main, Wichita, KS 67203-3672, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt.
8. Envelopes/container containing Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time.
9. Sedgwick County interprets the term "lowest responsible bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.
10. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist Sedgwick County in analyzing your proposal.
11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and will become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
12. After the award, if the successful vendor/supplier refuses or fails to make deliveries of the materials within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful respondent will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
13. The vendor responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
14. If a response to this Request for Proposal is accepted, the responder agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer.
15. Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business

in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

16. The Proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
17. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.
18. Sedgwick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
19. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
20. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
21. No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
22. Successful contractor may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable.
23. The successful proposer agrees all data, records and information, which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. Proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. **Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.**
24. The Proposer agrees to comply with K.S.A. 44-1030, which reads as follows: "The Proposer hereby agrees that":
  - a. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
  - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
  - c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
  - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
  - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
25. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or

indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.

26. No gifts or gratuities of any kind shall be offered to any County employee at any time.
27. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing among all vendors
28. Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.

#### **14. PROPOSAL CONTENT**

Proposal(s) should be organized in the following format and information sequence:

- A. Organizations complete name and address.
- B. Provide a brief description of your firm to include but not limited to:
  - a. Qualifications
  - b. Experience
  - c. Depth of staff
  - d. Quality control
  - e. Demonstrate firms ability to provide the outlined service(s) and/or product(s).
- C. Acknowledge and address in sequential order each mandatory firm requirement listed in Section 11.
- D. Acknowledge and address in sequential order each minimum requirement and specification listed in Section 12.
- E. Include any topics not covered in the Request for Proposal that you wish to disclose to the County that further describes your firm's level of qualifications to provide the outlined service(s) and/or product(s).
- F. Provide a completed Proposal Response Form.
- G. Provide detailed costs for service(s) proposed to include but not limited to:
  1. Monthly Percentage of Collection Basis
  2. Cost for start-up, installation, and conversion of existing accounts receivable and all new business commencing February 15, 2006
  3. Any additional fees/charges

**MEDICAL BILLING SERVICES  
PROPOSAL RESPONSE FORM  
Proposal # 05-0072**

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid entered; (4) they have read the complete Request for Bid and understand all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

<b>Firm Name</b>			
<b>Contact Name</b>			
<b>Address</b>		<b>City</b>	<b>State</b>
			<b>Zip Code</b>
<b>Phone #</b>		<b>Fax #</b>	<b>Hours of Operation</b>
<b>Tax Payer I.D. Number</b>			
<b>General Nature of Business</b>			
<b>Number of Locations</b>		<b>Number of Persons Employed</b>	
<b>Company Web Site Address</b>		<b>E-mail</b>	

TYPE OF ORGANIZATION:  Public Corporation    Private Corporation    L.L.C.    Partnership

Minority Business \_\_\_\_\_(type)

Woman-Owned Business                       Small Business                       Distributor

Educational Institution                       Retail                       Dealer

We acknowledge receipt of addenda: NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_.

Pricing:

<b>Monthly Percentage of Collection Basis</b>	
<b>Cost for start-up, installation, and conversion of existing accounts receivable and all new business commencing February 15, 2006</b>	
<b>Any additional fees/charges</b>	
<b>Time required for completion of services</b>	
<b>Grand Total</b>	

The contract period with the successful firm will be two (2) years, to begin following Board of County Commission approval of the recommended proposal, as finalized, and receipt by the County of any/all required paperwork. The County will have an option to renew the contract for three (3) additional one (1) year terms, if agreeable between all parties.

In submitting this proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. **Any exceptions should be clearly delineated and detailed.**

Signature \_\_\_\_\_ Title \_\_\_\_\_

Dated \_\_\_\_\_