



CITY OF HELOTES, TEXAS

REQUEST FOR PROPOSALS

EMS BILLING SERVICES

INTRODUCTION

The City of Helotes is currently seeking a qualified firm to provide EMS Billing Services for the City of Helotes Fire Department Emergency Medical Services. This includes complete management of the collection process to account closure. The City intends to select a billing firm experienced in EMS billing services.

Questions regarding this Request for Proposals (RFP) shall be directed via email with "RFP EMS BILLING SERVICES" in the subject line to Susan Darst, Purchasing Officer, at sdarst@helotes-tx.gov no later than **May 21, 2020**. Upon receipt, all emails will receive a "Received" reply. Changes or clarifications to this request will be issued as an addendum on the City website and shall be acknowledged and included with your submission.

IMPORTANT – Qualifications must be submitted in a sealed envelope. Faxed qualifications will not be accepted.

Sealed responses are due **no later than 4:00 p.m. on Friday, May 28, 2020**. Responses received after this time will be unopened, rejected and returned. Please submit **one (1) original** and **two (2)** copies to the address shown below. Sealed submissions must be clearly marked on the outside of the envelope or box with "**RFP EMS BILLING SERVICES**". The City will not be responsible in the event that the U.S. Postal Service or any other carrier system fails to deliver the sealed proposal to the City by the given deadline above. Until the final award by the City of Helotes City Council, the City reserve the right to reject any and/or all qualifications, to waive technicalities contained in the proposal and to accept any proposal deemed most advantageous to the City. City also reserves the right to reject all bids and to re-advertise, or otherwise proceed when in the best interest of the City.

City of Helotes
Attn: Purchasing Officer
12951 Bandera Rd
Helotes, TX 78023

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1.0 INFORMATION

1.1 Intent:

The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a proposal for EMS Billing Services. This includes complete management of the billing process from patient treatment to account closure. The City intends to select a billing firm experienced in EMS billing software, hardware, and generally, collection.

1.2 Scope of the Project:

1.2.1 Project Description:

The City's purpose in requesting this proposal is to obtain comprehensive billing services for EMS fees.

The Billing Agency will perform analysis of the filed data and submit reports as required by this RFP.

Data collected will be available to the City of Helotes for review, correction, and quality assurance purposes via the internet.

1.2.2 Objectives:

The City's objective in requesting this proposal is to obtain an EMS billing firm needed to perform the responsibilities of EMS billing and collections. Also, in an effort to expedite processing and reduce labor required for data entry and transmission of patient data, the City desires to collect patient data utilizing the Rescue Net Web PCR Program administered by the Southwest Texas Regional Advisor Council (STRAC) and transmit the data via the internet to the Billing Agency for immediate processing.

1.2.3 Current Operations:

The Fire Department's EMS Program employs eighteen (17) dual-role full time and (10) dual-role part time Emergency Medical Technicians of which 23 are certified at the paramedic level. The Fire Department has one station with two ambulances, each equipped to the MICU level. EMS responded to 794 EMS calls for service in FY2019. The City of Helotes has a population of approximately 9,751 citizens and has an area of approximately 7.11 square miles. The City currently utilizes a billing firm. The Fire Department's Administrative Assistant and Purchasing Officer coordinate billing activities with the Billing Agency.

1.2.4 City's Role in Billing Process:

The City of Helotes Fire Department will provide patient data and call data applicable to the EMS services performed by Fire Department personnel, including insurance information if available, to the agency responsible for billing for the EMS services that are billable.

The Fire Department will provide patient data and call data for billing electronically, through the Rescue Net Web PCR Program administered by the Southwest Texas Regional Advisor Council (STRAC). The Fire Department's administration will work closely with the Billing Agency to ensure the smooth provision of data necessary to complete the billing process.

The City Purchasing Officer will provide copies of the payments, deposits, insurance forms, and information that is received by the City.

1.3 Procuring and Contracting Department/Division:

This Request for Proposals (RFP) is issued by the City of Helotes Purchasing Department, which is the sole point of contact for the City during the selection process. The person responsible for managing the procurement process is Susan Darst.

The contract resulting from this RFP will be administered by the City of Helotes Fire Department. The contract administrator will be Fire Chief Scott Moreland.

1.4 Definitions:

The following definitions are used throughout the RFP:

City means the City of Helotes.

Billing Agency or Vendor or Agency or Bidder means a firm submitting a proposal in response to this RFP.

Contractor means bidder awarded the contract.

1.5 Clarification and/or Revisions to the Specifications and Requirements:

Questions concerning this RFP shall be submitted by email to Susan Darst, Purchasing Officer, at sdarst@helotes-tx.gov and include "RFP EMS BILLING SERVICES" in the subject line. Upon receipt, all emails will receive a "Received" reply. Individuals desiring additional information concerning this RFP may call (210)-695-5914.

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a vendor discovers

any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor shall immediately notify the above named individual of such error and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, answers to questions, revisions, amendments and or supplements will be provided in the form of an addendum and posted online. All addendums to this RFP must be acknowledged by the bidder and submitted with the proposal. Failure to do so will result in rejection of your proposal. It is the sole responsibility of the proposer to ensure that all addenda have been received. All addenda shall become part of the proposal documents.

Each proposal shall stipulate that it is predicated on the terms and conditions of this RFP and any supplements or revisions thereof.

1.6 Familiarity with RFP and Specifications:

Billing Agencies are responsible for examining the specifications and related documents. The failure or omission of any contractor to receive or examine any form, instrument, addendum or other document shall in no way relieve the agency or any obligations with respect to his proposal or to the contract. Each proposal shall provide the information required by this Request for Proposal.

1.7 Captions:

The captions to various clauses in this RFP are for informational purposes only and shall not alter the substance or the terms and conditions of this RFP.

1.8 Contract Term and Funding:

It is proposed that, should a contract be entered into as a result of this bid proposal request, the Billing Agency's schedule of fees and charges for fee collection shall remain unchanged for a minimum of three (3) years and the contract may be renewed each year thereafter for a maximum of two (2) additional one-year periods at the City's option.

The first six months of the contract will be a trial period during which the results of the Billing Agency's billing process will be monitored to ensure that EMS fees are being processed in a professional and confidential manner, and the EMS fee collection rate is improving.

The City will notify the Billing Agency immediately after notification of any issues that are inconsistent with these assurances and will have an opportunity to remedy them within the first six months of the contract. Their remedy will be measured and acknowledged by written response from the City of Helotes. The City has the option to cancel the contract after the six month trial period if the agency has not performed to the City's satisfaction.

Negotiations may be undertaken with those agencies whose bid proposals, as to price and other factors, demonstrate them to be qualified, responsible, and capable of performing the work. The contract selected will be the one most advantageous to the City of Helotes. The City reserves the right to consider bid proposals or modifications thereof received at any time before an award is made, if such action will be in the best interest of the City.

The contents of the proposal by the successful agency shall become contractual obligations if a contract ensues. Failure of the successful agency to accept these obligations may result in cancellation of the award. The contract shall not be assignable.

As compensation for the Billing Agency's services, the City of Helotes will pay the Agency monthly, as detailed in the contract for services. The Agency will submit a monthly invoice to the City of Helotes for payment. The Billing Agency shall bear all expenses of complying with the terms of the contract.

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions:

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal, plus preferences and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

2.2 Proprietary Information and Non-Disclosure:

Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Texas State Statute(s).

Neither party will disclose to any other public or private person or entity any information regarding the confidential activities of the other, except as authorized in writing or as required by law or court order.

To the extent permitted by law, it is the intention of the City of Helotes to withhold the contents from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of the City. At that time, after City Council awards the contract, all proposals will be available for review in accordance with the State of Texas Open Records Law(s).

2.3 Incurring Costs:

The City of Helotes is not liable for any cost incurred by vendors in replying to this RFP.

2.4 Responsibility for Content:

By **submission** of a proposal, the bidder warrants that the information provided is true, correct and reliable for purposes of evaluation. The submission of inaccurate or misleading information may be grounds for disqualification from the award.

2.5 Submitting the Proposal:

Bidders must submit **one (1) original** and **two (2) copies** of all materials required for their proposal by **4:00 p.m. on Friday, May 28, 2020**. Proposals shall be sealed and clearly labeled **“RFP EMS BILLING SERVICES”** and delivered to:

City of Helotes
ATTN: Purchasing Officer
12951 Bandera RD
Helotes, TX 78023

Proposals received after the deadline will be late and will not be considered. The City of Helotes will not accept proposals via FAX machine or e-mail. Failure to follow the instructions in this Request for Proposal may be cause for rejection of offer.

2.6 Proposal Organization and Format:

In order to ensure consistency, all proposals submitted in response to this RFP shall conform to the following (minimum) format.

Proposals should be typed and submitted on 8.5 by 11 inch paper, bound securely. Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each subheading should be separated by tabs or otherwise clearly marked. RFP sections, which should be submitted or responded to, follow:

- Table of Contents
 - The Table of Contents should provide a listing of the contents of the Proposal and corresponding page number.
- Introduction
 - Proposal shall address the scope of the work objectives, goals, and tasks to demonstrate that the Billing Agency understands the nature of the contract.
- Response to Technical Requirements (See Section 4)
 - This section shall address technical information related to the billing and receiving of EMS fee services and other services, as requested.
- Vendor Questionnaire
 - Bidder must respond to all of the questions with complete responses and include documents, as requested, in this section.

- **References**
 - This section should include at least three organizations, preferably local government entities or organizations providing EMS services for which the Billing Agency has provided this service in the past 3 years. References shall include organizations' name, contact person, street address, telephone number, and length of contract.

- **Cost/Commission Structure Proposal (see Section 6)**
 - This section should address, in detail, the fee or commission structure proposed by the Billing Agency pertaining to this service, including commission and/or fees from regular collections, delinquent collections, and/or a combination of both.

- **Contract**
 - Enclose a copy of your standard contract. Indicate any clause(s) that is non-negotiable.

- **Required Forms (See Section 9) must be completed:**
 - Attachment A – Signature Affidavit
 - Attachment B – Non-Collusion Affidavit
 - Attachment C – Vendor Data Sheet
 - Attachment D – Reference Data Sheet
 - Attachment E – Cost Summary Sheet
 - Attachment F – Billing Agency Questionnaire
 - Texas Ethics Commission Form 1295
 - Texas Ethics Form CIQ

- **Required Attachments**
 - Proposed Patient Care Report Form, generated by the Billing Agency's software
 - Samples of the Billing Agency's proposed required reports

2.7 Multiple Proposals:

Multiple proposals from a vendor will be permissible; however, each proposal must fully conform to the requirements for proposal submission. Each proposal must be separately submitted and labeled as "Proposal #1", "Proposal #2", etc.

2.8 Authorization of Proposals:

An authorized individual of the proposing firm who is empowered to contractually bind the company, as detailed on Attachment A, Signature Affidavit, shall sign proposals in ink. The authorized individual should retain a copy of all documents for future reference.

2.9 Acceptance of Offer:

The signed proposal shall be considered an offer on the part of the Billing Agency. Such offer shall be deemed accepted upon execution of a signed contract.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation:

The proposals will first be reviewed to determine if requirements in Sections 2 and 4 are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the City reserves the right to continue the evaluation of proposals and to select the proposal that most closely meets the requirements specified in this RFP.

3.2 Proposal Scoring:

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria, which was developed to examine the technical competence and suitability of prospective billing agencies. The evaluation team will consist of representatives of the City of Helotes Administration and Fire Department staff. The committee may review references, request oral presentations, and may conduct an on-site visit.

3.3 Right to eject Proposals and Negotiate Contract Terms:

The City of Helotes reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected bidder/contract deemed most advantageous, or to waive any irregularities or informalities in any proposal received. If contract negotiations cannot be concluded successfully with the highest scoring bidder, the City may negotiate a contract with the next highest scoring bidder.

Negotiations may be undertaken with those Billing Agencies whose bid proposals, as to price and other factors, demonstrate them to be qualified, responsible and capable of providing the necessary services. The contract selected will be the most advantageous to the City of Helotes.

The contents of the proposal by the successful Billing Agency shall become contractual obligations if a contract ensues. Failure of the successful Billing Agency to accept these obligations may result in cancellation of the award. The contract shall not be assignable.

3.4 Responsible Offers:

Bid proposals will be reviewed and scored to ensure that the contract will be awarded to a responsible offer. In order to qualify as responsible, the proposal must meet the following criteria as they relate to the RFP:

- 3.4.1 Must have adequate technical resources for performance.
- 3.4.2 Must have the necessary experience, organization, and technical skill in the field of receivables management services (RMS).
- 3.4.3 Must have a satisfactory record of performance in developing and implementing similar services.
- 3.4.4 May be able to provide a field-proven software and hardware solution to field data collection and electronic transmission of data for billing purposes.

3.5 Evaluation Criteria:

A 100-point scale will be used to create the final evaluation recommendation from the list of responsible offers. The proposals will be scored based on the following:

- 3.5.1 **Lowest Overall Cost per Dollar Collected: 20%**
Determination of the lowest overall cost, including percentage of gross collections commission, proposed to the City based on the dollar volume of EMS bills collected for the City of Helotes.
- 3.5.2 **Compliance with Technical Requirements of RFP: 35%**
 - 3.5.2.1 The completeness of the response to all required items listed in Section 4 of the RFP.
 - 3.5.2.2 Verification of all requested technical information, forms completed, and requested documentation included with their proposal, and that all portions of the questionnaire are completely filled out by the bidder.
 - 3.5.2.3 The Agency must have the technical capability and financial resources for performance. The Billing Agency will be evaluated on this information provided in their proposal.
 - 3.5.2.4 Conciseness and clarity of content are emphasized and encouraged. The overall quality of the proposal and amount of detail provided is important. Vague, incomplete, and general proposals will receive a low consideration.
- 3.5.3 **Billing Agency Questionnaire Completion: 15%**
All responses to the questionnaire, the qualifications of the Billing Agency, and all requested documentation will be reviewed and evaluated for accuracy, substance, and quality.

3.5.3.1 The Billing Agency must be able to provide audited financial reports on an annual basis, including a copy of the Agency's most recent fiscal year's financial report as part of the proposal.

3.5.3.2 How well proposed deliverables meet expectations stated in contract-required deliverables.

3.5.4 Experience and References: 18%
Verification of the three (3) required references provided by the Billing Agency. The Agency must have a satisfactory record of performance with similar, preferably government, EMS billing programs. The Billing Agency must demonstrate that the firm possesses the necessary experience, organization, and technical skill in the arena of the field data collection software, billing and receiving of ambulance servicefees. Personnel identified as primary staff assigned to the project have appropriate levels of experience for the project.

3.5.5 Billing Account Methodology: 12%
Procedures used in the accounts receivable management i.e., telephone contacts, home visits, letter writing, etc.

3.6 Award:

The award shall be made to the responding Billing Agency whose proposal is determined to be most advantageous to the City, taking into consideration price and the evaluation criteria set forth in the RFP. Staff will review and evaluate the proposals submitted and make a recommendation to the City Council for award of the contract to a Billing Agency.

The contract award will be made by the approval of the City Council at a regular City Council meeting.

The Billing Agency agrees to execute the contract, and shall make no claim against the City because estimates or statements made by any officer or agent of the City prove to be, in any respect, erroneous.

4.0 BILLING AGENCY TECHNICAL REQUIREMENTS AND DELIVERABLES

This section outlines the minimum contract requirements for billing, financial reporting, and analytical services. The minimal requirements are listed here, however, the City of Helotes is open to alternatives to meet the requirements that may or may not be described below.

4.1 Billing Services:

The Billing Agency shall promptly undertake, through ethical and lawful means, the billing and receiving of fees for the City of Helotes' EMS bills, with particular attention to the Consumer Credit Protection Act, Texas Debt Collection Act, Federal Fair Debt Collection Practices Act, HIPAA and all other laws applicable to this type of activity.

The Billing Agency's proposed operating procedure for Accounts Receivable management should be described in the narrative.

- 4.1.1 The Billing Agency will provide the following services:
 - 4.1.1.1 Invoicing, statement and dunning letter processing; rate adjudication; filling claims on behalf of patients with Medicare, Medicaid and third party insurance companies.
 - 4.1.1.2 Invoices shall be prepared according to the rates established by the City, according guidelines and procedures established by the City and the Agency, and all applicable regulations including those for Medicare and Medicaid services (CMS).
 - 4.1.1.3 Skip tracing, as necessary, telephonic contact, and dunning letters.
 - 4.1.1.4 Utilize available resources and databases to obtain billing insurance information on private paypatients.
 - 4.1.1.5 Obtain missing data necessary for billing through available databases, telephone queries from the receiving hospitals or from the patient, using the mail for such inquiries only if the telephone contact numbers are unavailable.
 - 4.1.1.6 Electronically file (code) invoices to appropriate parties, including Self Pay, Commercial Insurance Companies, Blue Cross, Blue Shield, Worker's Compensation, Personal Injury Protection, Medicare and Medicaid if applicable. Other methods of filing, such as HCFA 1500 forms, are also acceptable for appropriate payers if electronic filing is not available.
 - 4.1.1.7 Process denials for Medicare and Medicaid according to the timelines defined by the Billing Agency and the City.

- 4.1.1.8 Process all refunds and over payments in a timely manner.
 - 4.1.1.9 Establish internal controls to ensure that policies and the procedures are being followed.
 - 4.1.1.10 On approval by the City, establish monthly payment plans for patients to liquidate any outstanding balance on an installment plan.
 - 4.1.1.11 The City will notify the Billing Agency of any direct payments and will credit the Billing Agency with the contractual rate for all such direct payments collected after the Billing Agency begins active collection efforts.
 - 4.1.1.12 Submit an invoice each month to the City of Helotes specifying individual account information and collections received, as the basis for the monthly commission and remittance.
 - 4.1.1.13 The agency shall not have the right to refuse to bill and collect any EMS fee.
- 4.1.2 The Billing Agency shall suspend collection efforts on any EMS bill upon written or electronic notice to do so by a specified representative of the City's Finance or Fire Department. The City's representative(s) may recall any EMS account, at no cost to the City, except for fees earned prior thereto.
- 4.1.3 The expectation of the City is that the initial invoices will be processed within three business days of the receipt of EMS run data on the Rescue Net Web PCR administered by the Texas Regional Advisory Council (STRAC).
- 4.2 Customer Service:**
- 4.2.1 The contractor shall provide, at no cost to the City, a toll free telephone number, which shall be without cost or expense to the caller, which will be staffed during CST regular business hours by an employee of the Billing Agency. The phone number shall be published on all statements sent by the contractor.
- 4.3 Recommendations for New Fees:**

The contractor will make recommendations to the City regarding implementation of any new applicable fees based on the Billing Agency's knowledge of current industry standards.

4.4 Meetings:

The Billing Agency will be expected to meet, as necessary, in person with Fire Department or Finance Department staff to ensure a smooth and continuing operation. All cost of such meetings will be the responsibility of the Billing Agency.

4.5 Activity Records:

The Billing Agency shall maintain adequate records of the services performed, billing phone calls, and dunning letter processing, of EMS billing and fee collections and actual fee collections remitted to the City for audit by the City. All such records shall be available for inspection and audit, without prior notice, by the Finance Department and the Fire Departments of the City of Helotes.

4.6 Required Reports, Analysis and Financial Status Reporting:

All billing, fee collection and account status reporting will be in a format acceptable to the City. The Billing Agency's proposal shall include samples of the proposed reports. The Billing Agency's proposal shall include proposed report forms and the desired schedule for furnishing each. Minimum report requirements are shown as follows on a monthly basis:

- 4.6.1 Acknowledgement, upon transmittal, of EMS accounts received from the Fire Department;
- 4.6.2 A monthly status report, in last name alphabetical sequence, itemizing all EMS fees billed since the previous report. This report shall include EMS account number, full patient name, date of EMS run, incident number, origin, destination, date billed, gross charges, insurance classification (private insurance, Medicare or Medicaid, or self-pay), and the total amount billed;
- 4.6.3 A monthly status report, in last name alphabetical sequence, itemizing all current EMS accounts listing all payments received since the last report (payments identified by payer), and amount of the dollar commission charged on collections for all EMS accounts;
- 4.6.4 A monthly status report, in last name alphabetical sequence, including EMS account number, of all past due (delinquent) EMS accounts on which collection efforts were discontinued the prior month.
- 4.6.5 A monthly aged trial balance of all outstanding EMS fees, including EMS account billed, EMS account number, patient name, date of EMS run,

incident number, date billed, insurance classification (private insurance, Medicare or Medicaid, or self-pay), total amount billed, total paid, total adjusted and balance on account;

- 4.6.6 A monthly report with a dollar summary breakdown by age of all EMS accounts billed; including the total original balance billed, the total collected, the total adjustments by Medicare/Medicaid, and the current balance including current month billings, with previous months listed as “31-60 days old”, “61-90 days old”, “91-120 days old” and “>120 days old”;
- 4.6.7 A cumulative monthly report listing a breakdown by insurance with totals billed, collected and adjusted including Medicare, Medicaid, private insurance, and self-pay, (no insurance) of all active EMS accounts;
- 4.6.8 A summary list of EMS fee billing in last name sequence, of all Medicare/Medicaid accounts and a separate list of all other accounts by individual month of transport; including patient name, date of EMS run, incident number, date billed, insurance classification (private insurance, Medicare or Medicaid, or self-pay), total amount billed, total paid, total adjusted and balance on account; and
- 4.6.9 A monthly report in account number sequence, showing patient name, date of service, incident number, and amount owed (for cross-referencing purposes).
- 4.6.10 Monthly listing of all refunds processed for the month.
- 4.6.11 Monthly report of all account denials broken down by payer and then by type of denial.
- 4.6.12 A report of all claims denied by Medicare and Medicaid.
- 4.6.13 Monthly reports must be received by the City no later than the 15th of the following month.
- 4.6.14 Other reports may be requested on an as-needed basis. Reports may need to be modified periodically issues or needs that arise.
- 4.6.15 Weekly Financial Reporting:
 - 4.6.15.1 Cash receipts by payer type and carrier.

- 4.6.15.2 Gross revenues, assignment / adjustment, and financial class reports.
- 4.6.15.3 Collected accounts ledger.
- 4.6.15.4 Monthly revenues adjustment report including write-offs.
- 4.6.15.5 Other reports as requested

4.7 Analytical Services:

- 4.7.1 The Billing Agency will be expected to provide analysis and expertise in all issues related to ambulance billing. This includes analysis of trends and other pertinent issues that may develop.
- 4.7.2 The Billing Agency may be required to meet quarterly with the City to review performance.
- 4.7.3 At a minimum, a written report reviewing the performance of the accounts receivable should be prepared, identifying among other issues, the strengths, weaknesses and opportunities of the performance. In addition, any key issues that might arise in the future should be identified, along with strategies to address the issues. This report should be prepared quarterly.

4.8 Delinquent Accounts:

The Billing Agency must provide a procedure for collecting delinquent accounts- those unpaid 120 days after first billing with no payment or correspondence from the patient or accounts 90 days in default.

- 4.8.1 The Billing Agency will assist the Accounting/Purchasing Officer in establishing the amounts for allowance to bad debt and the amount necessary for the Medicare and Medicaid contractual allowances in order that reserves may be properly stated on the financial statement.
- 4.8.2 The Billing Agency must follow Title 5, Chapter 392 of Texas Finance Code (Debt Collection Act) on all contacts on Delinquent Accounts.
- 4.8.3 Due to the unique nature of EMS bills, some may not be paid for several years due to litigation or other factors. The term “delinquent” will be used for EMS accounts where there is no designation of insurance or other response and the account is over 120 days old with no payment or correspondence from the patient.

- 4.8.3.1.1 The agency shall report delinquent EMS bills to a reputable credit bureau (i.e., Equifax, Experion, TransUnion).
- 4.8.3.1.2 On a monthly basis, after making every reasonable effort to collect, the Billing Agency shall return accounts, which are deemed delinquent or uncollectable. Such returns shall be made in either an electronic report or a written report in a format acceptable to the City, and shall document all collection efforts made by the Agency on each account. The Billing Agency agrees that they shall cease all collection activities on these accounts and no commissions will be paid on collections for these accounts after they have been returned to the City of Helotes.
- 4.8.4 Once an account has been written off to bad debt, it shall be turned back over to the City. The Contractor is relieved of all responsibility and rights of collections. Contractor's billing to the City will reflect any such withdrawn account if required by the billing proposal.
- 4.8.5 When all other collection methods fail, the Contractor will notify the City and recommend which accounts may be collected through legal action. Contractor may not take further action without prior approval by the City Administrator. Proposer's narrative shall contain a procedure for such further action and state whether the necessary fees are included in the base billing or not. If not included, pricing for such services must be specified. In all legal actions undertaken, every effort will be taken to collect fees and cost from the debtor.

4.9 Required Insurance:

The Billing Agency shall secure and maintain throughout the duration of this contract, insurance of such types and in such amount as may be necessary to protect the Agency and the City of Helotes from claims from damages and person injury including death, as well as claims for property damage which may arise from the Agency's operations under this contract.

The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City, but, regardless of such acceptance, it shall be the responsibility of the Billing Agency to maintain adequate insurance at all times. Failure of the Agency to maintain adequate insurance coverage shall not relieve the Agency of any contractual responsibility or obligation. If for any reason, any of the required insurance should be canceled, the Billing Agency

shall renew it in such a manner that continuous insurance will be maintained at all times.

4.9.1 The successful Billing Agency shall furnish the City of Helotes City Secretary a satisfactory Certificate of Insurance covering the work as required in these specifications as evidence that the policies of insurance required herein will be maintained in force for the duration of the work performed under this agreement. The certificates shall state that thirty (30) days advance notice will be given to the City before any policy covered thereby is changed or canceled.

4.9.1.1.1 All required certificates of insurance coverage required shall be tendered within fifteen (15) days of receipt of contract by the Billing Agency for execution.

4.9.1.1.2 The Billing Agency's insurance company(s) providing required insurance must be licensed to engage in the business of insurance in the State of Texas and shall be rated at least "A" by AM Best or other equivalent rating service.

4.9.2 The amount of insurance shall be as follows:

4.9.2.1.1 General Comprehensive Liability Insurance shall be in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate and will not exclude injuries, death to anyone person, and subject to the same limit for each person in an amount of not less than \$1,000,000 on an account of one occurrence. Property Damage shall be in an amount not less than \$500,000 for each occurrence and \$1,000,000 the aggregate of operations.

4.9.2.1.2 Worker's Compensation-Statutory Limits

4.9.2.1.3 Errors and Omissions Liability Insurance in the amount of \$500,000 each occurrence and \$1,000,000 annual aggregate.

4.9.2.1.4 The selected Billing Agency shall have personnel bonded for not less than \$10,000 each, or provide a blanket surety bond in an amount not less than \$50,000 protecting the City from loss due to fraudulent activity by the Agency due to dishonesty of its employees.

- 4.9.3 The Billing Agency shall agree to furnish insurance naming the City of Helotes as additional insured or as named insured in all insurance coverage. The Agency shall also agree to hold harmless the City of Helotes, its officers, its agents, and employees, which arise out of any action or omission of the Agency, or any of its officers, agents, or employees, and all claims which result from any condition created or maintained by the Agency, or any of its officers, agents, or employees, which condition was not specified to be created or maintained by the contract. The agreements to hold the City of Helotes, its officer, agents or employees, harmless shall not be limited to the limits of liability insurance required under the provisions of these specifications or the contract of which these specifications are made a part.
- 4.9.4 In addition to the insurance requirements called for herein, the Billing Agency hereby agrees to indemnify and hold harmless the City of Helotes of any loss it might sustain as a result of the relationship established by the contract to be entered into between the City of Helotes and the Agency.
- 4.10** Compliance with Federal Wage and Tax Laws:
The Billing Agency shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Income Tax Withholding, Workers' Compensation, pensions and similar matters.
- 4.11** Anti-Discrimination in Employment:
- 4.11.1 The Billing Agency, if permitted, certifies complete compliance with the Federal Civil Rights Law and the American with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs and services shall include, but not be limited to, the following employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other compensation; and selection for training, including apprenticeship.
- 4.11.2 The Billing Agency shall in all solicitations or advertisement for employees placed by or on behalf of the Billing Agency, state that all qualified applicants of the Billing Agency, will receive consideration of employment without regard to race, age, color, religion, disability, gender, ancestry, national origin, or place of birth

4.11.3 Upon request by the City of Helotes, the Billing Agency shall furnish all information or reports required to investigate his/her payrolls and personnel records which pertain to current contract(s) with the City for purposes of ascertaining compliance with this non-discrimination certification.

4.12 General Independent Contractor Clause:

This agreement does not create an employer relationship between parties. It is the parties' intention that the Billing Agency will be an independent Billing Agency and not the City of Helotes employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance contribution Revenue code, Texas Workers' Compensation Law and Texas Unemployment Insurance Law. The Billing Agency will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Billing Agency's activities and responsibilities hereunder. The contractor agrees that it is a separate and independent enterprise for the City of Helotes, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Billing Agency and the City of Helotes and the City of Helotes will not be liable for any obligation incurred by the Billing Agency, including, but, not limited to unpaid minimum wages and / or overtime premiums.

4.13 Patient Privacy:

4.13.1 The Billing Agency will enter into a Business Associate Confidentiality Agreement with the City, and will make every reasonable effort necessary to maintain the confidentiality and security of the Protected Health Information (PHI) of the patient accounts, as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) with all transactions.

4.13.2 This Contract requires the collection, creation, and maintenance of records which are made confidential by the Texas Medical Practice Act (Title 3, Subtitle B of the Occupation Code) or the Emergency Medical Services Act (Chapter 773 of the Health and Safety Code). The Contractor agrees to abide by the confidentiality provisions of the Texas Medical Practice Act and the Emergency Medical Services Act, as those provisions are interpreted by the Attorney General of Texas.

4.14 Technology Requirements:

The Billing Agency will maintain the capability to receive and interpret data from the Rescue Net Web PCR Program administered by the Southwest Texas

Regional Advisor Council (STRAC) and provide all software and computer hardware associated with billing process.

The Billing Agency shall be capable of receiving and processing account data via electronic patient forms or data files, or as a backup by written (printed) patient forms or forms. These electronic forms shall be received by the Billing Agency from the Rescue Net Web PCR Program from the Southwest Texas Regional Advisor Council (STRAC). The Fire Department will coordinate any substantial changes in the method of delivery of patient account data with the Billing Agency, so that no delay in account information transfer is incurred and that no unplanned/unexpected expense is generated by changes caused by the City or STRAC.

4.14.1 EMS Patient Care Report Software/System:

4.14.1.1 The Billing Agency must be able to receive information from a data source selected by the Fire Department.

4.14.1.2 As an alternative, the Billing Agency may provide software and labor necessary to interface with the City's electronic patient care reporting software that will extract the required billing information. If this alternative is proposed by the Billing Agency, the Agency will assume the responsibility for all future hardware and software modifications necessary for extracting the required billing data from the City's electronic patient care reporting software when changes and upgrades in the City's software occur.

4.14.1.3 All software related costs, including (but not limited to) upgrades, annual fees, subscription fees, license fees, maintenance fees and installation fees, must be provided at the vendor's expense for all ambulance units and spares.

4.14.1.4 The Billing Agency shall obtain and maintain, at its expense, all necessary billing software and hardware (servers, etc.) necessary or required to have a seamless billing account process.

4.14.1.5 The software must meet all legal documentation requirements for patient encounters.

- 4.14.1.6 The software must include narrative assistance features and spell checking capabilities, and the software must be user friendly and designed for field use by paramedics.
 - 4.14.1.7 The software must allow for custom software modifications, as requested by the City of Helotes, on a continuing as needed / as requested basis.
 - 4.14.1.8 The software or system must be capable of submitting a report on a daily basis to the City containing a summary of the EMS calls and the call location for the previous day.
- 4.14.2 EMS Field computers:
- 4.14.2.1 The Billing Agency must maintain all hardware and software necessary to receive required billing data from the Rescue Net Web PCR Program administered by the Southwest Texas Regional Advisor Council (STRAC). All hardware and software must be maintained at the expense of the Billing Agency.
- 4.14.3 Data Servers for the Billing Agency shall be located in a secure site with restricted access. The Billing Agency shall have a back-up facility for the data located at a secure site in a different state of the United States. The Billing Agency shall provide a system that will ensure complete and uninterrupted flow of service via back-up systems and a Data Recovery Plan/System shall be in place for disasters.
- 4.14.4 Records must be maintained in accordance with Texas State Library and Archives Commission.
- 4.14.5 Software/Billing System shall be capable of providing access to required Billing and EMS case data and reports via Internet. Fire Department desktop computers shall be able to access information through a password protected secure server connection. Any special hardware or software necessary for the data access shall be provided at the Billing Agency's expense. City of Helotes employees must be able to view, access, and audit all patient accounts and required reports online via the Internet:

4.14.5.1 Administrative reports shall be available via the Internet by Fire Department administrative staff.

4.14.6 Training:

4.14.6.1 The Billing Agency shall provide, at its expense, initial training for the City of Helotes employees on the software and any specialized hardware necessary to implement and use the Billing Agency's process and data collection systems.

4.14.6.2 The Billing Agency shall provide, at its expense, ongoing training on software upgrades and changes for the City of Helotes employees on an as-needed basis.

4.14.6.3 The Billing Agency shall provide, at its expense, training on patient/case documentation that will enhance the billing and collection process.

5.0 COMPENSATION TO BILLING AGENCY

5.1 Commission:

As sole compensation for the Agency's services, the City of Helotes will pay the Agency a commission based on the amount of fees collected and deposited with the City, as detailed in the contract for services.

5.2 Invoice for Services:

The Agency will submit an invoice each month to the City of Helotes specifying individual account information and collections made, as a basis for the monthly commission.

5.3 Refunds-Commission Reduction:

Refunds provided by the City to accounts where the Billing Agency has previously collected a commission fee shall be subtracted from the next month's commission fee.

5.4 Contractor to Bear All Expenses:

The Billing Agency shall bear all expenses of complying with the terms of the contract, including, but not limited to:

5.4.1 Cost of all permits, licenses and / or inspections.

5.4.2 Employee wages and benefits.

- 5.4.3 Billing forms.
- 5.4.4 Long Distance charges.
- 5.4.5 Toll-free access numbers for patients.
- 5.4.6 Postage, envelopes, and office supplies.
- 5.4.7 Costs associated with modifying processes or software to comply with new or changing State, Federal or local laws that impact EMS services and billing/collection thereof.
- 5.4.8 Specific billing software required for the services provided herein, including installation, maintenance or upgrades.
- 5.4.9 Any other costs associated with patient account billing services.

6.0 COST PROPOSAL

- 6.1** General Instructions:
One (1) original and two (2) copies of the cost proposal shall be submitted with the response to the RFP. Attachment E is provided as a template.

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

- 7.1** Monthly Invoicing:
The Billing Agency will submit an invoice on a monthly basis to the City of Helotes.
- 7.2** Identity Theft Protections:
The Billing Agency shall be required to develop, implement and administer a program to prevent identity theft in accordance with the Federal Trade Commission's Red Flags Rule. The program must, at a minimum, address the following elements: Policies and Procedures, Methods of Detection, Appropriate Actions, and Re-evaluation of the Program.
- 7.3** Understand Terms and Conditions:
- 7.4** Errors in Statements:
The Billing Agency agrees to execute the contract, and shall make no claim against the City because of estimates or statements made by any officer or agent of the City that may prove to be in any respect erroneous.
- 7.5** Monitoring of Laws:

The Billing Agency shall monitor and inform the City of Helotes of all local, state, and federal laws both adopted and proposed, that would affect billing and receiving of EMS accounts.

7.6 Assume Billing of Current Accounts:

The Billing Agency will assume billing for all current EMS accounts on the contract commencement date regardless of the date of patient care.

7.7 Changes in Rate Structure:

In the event that the City changes rate structure of billing during the term of the contract and the Billing Agency does not agree to such change, and an agreement cannot be reached, the Contractor must so notify the City Administrator in writing. The notification will terminate the contract. The Contractor must continue to provide all services at the changed billing rates until the City awards a new EMS billing contract.

7.8 Patient Information is City Property:

During the term of the agreement, all patient information transferred by the City of Helotes to the Billing Agency for the purpose of billing patients will remain the sole property of the City. The Contractor shall use this information, which is the sole property of the City. The Contractor shall use this information solely for the purpose of billings and data development/reporting as approved by the City. All records shall immediately be returned to the City Administrator along with all electronic records that have been developed as a result of patient information made available from the City.

7.9 Termination:

The City may terminate this Agreement without cause or liability by giving written notice sixty (60) days prior to termination, via certified mail, return receipt requested, or by hand delivery. Upon termination, the Billing Agency shall transmit all accounts, plus current account information and status, to the City of Helotes within sixty (60) days. If the Agency terminates this Agreement, all accounts shall be immediately returned to the City and no compensation shall be paid to the Agency past the termination date. Upon termination, the Agency shall immediately forward all monies received in the EMS account by the Agency.

The address for the notice contemplated by this section shall be as follows:

CITY OF HELOTES
City Administrator
City of Helotes
12951 Bandera Rd
Helotes, Texas 78023

AGENCY
Title
Company
Address
City, State, Zip Code

7.10 Contract Disputes and Complaints:

All contractor complaints or grievances should first be submitted in writing to the Fire Chief. The Fire Chief shall investigate the validity of the complaints and present the findings in writing to the Billing Agency and the City Administrator. The Chief shall take prompt remedial action as warranted.

8.0 REQUIRED FORMS

The pages that follow are:

Attachment A – Signature Affidavit

Attachment B – Non-collusion Affidavit

Attachment C – Vendor Data Sheet

Attachment D – Reference Data Sheet

Attachment E – Cost Summary Sheet

Attachment F – Billing Agency Questionnaire

Texas Ethics Commission Form 1295

Texas Ethics Commission Form CIQ

Attachment A – Submit With RFP

SIGNATURE AFFIDAVIT

STATE OF TEXAS

COUNTY OF BEXAR

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the City of Helotes in this Request for Proposals, and declares that the attached proposal and pricing are in conformity therewith. The undersigned individual acknowledges and attests that he/she is authorized to contractually bind the proposing company or firm submitting the response to the RFP.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me the undersigned authority by _____

The _____ of _____

On behalf of said bidder this _____ day of _____

Notary Public in and for the State of Texas

My commission expires: _____

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS

COUNTY OF BEXAR

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me the undersigned authority by _____ (Name)

the _____ of _____ (Title) (Firm/Company)

on behalf of said bidder this _____ day of _____

Notary Public in and for the State of Texas

My commission expires: _____

VENDOR DATA SHEET

1. **Proposing Billing Agency Name:** _____

Telephone: _____ Fax: _____

Address: _____

City: _____ State: _____ ZIP + Four: _____

2. **Contact persons in the event there are questions about your proposal:**

Name: _____ Title: _____

Telephone: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

E-mail: _____

3. **Mailing address where City purchase orders/contracts are to be mailed and person the Department can contact concerning orders and billing:**

Name: _____ Title: _____

Telephone: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

E-mail: _____

4. **Form prepared by or authorized by:**

Name of Authorized Officer (typed) Title

Signature Date

REFERENCE DATA SHEET

For Vendor:

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those detailed in this RFP.

1. Company Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Describe product(s) and/or services provided: _____

2. Company Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Describe product(s) and/or services provided: _____

3. Company Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Describe product(s) and/or services provided: _____

COST SUMMARY SHEET

For Vendor:

The City of Helotes desires an incentive-based or percentage-based compensation plan to align with goals set forth by both the Contractor and the City. Please fill in the appropriate boxes below. The bidder may provide innovative fee structures currently in use with other clients for consideration.

Pricing Options:

Billing/Reporting and Analytical Services Only (no delinquent debt services)

Per case cost _____

% of cash collections _____

Other costs _____

Conversions of existing accounts to proposed firm’s software and processing

Per case cost _____

% of cash collections _____

DATE: _____

BILLING AGENCY QUESTIONNAIRE

For Vendor:

This questionnaire must be completed and returned as part of your proposal. Answers may be provided on a separate sheet, wherever necessary, with the question restated and requested supporting documents attached in this section. Failure to do so may result in disqualification of your proposal. Evaluation of this questionnaire is a significant portion of the proposal evaluation process and award of a contract.

1. Company Name: _____

2. What type of technical and financial resources does your Billing Agency have?

3a. Net worth of your company: \$_____.

3b. Provide a copy of your Agency’s most recent financial report.

4. How long has your Agency been in business? _____ years.

5. How many full-time employees are employed by your Agency (branch office, if applicable)? _____

6. How many full-time employees will be assigned to this project? _____

4. Provide a list of personnel and their resumes, directly involved in managing and supervising this project. Describe their relevant experience and training.

5. Provide a brief organizational chart describing who will supervise this project and the other staff members assigned and their roles.

BILLING AGENCY QUESTIONNAIRE (Page 2)

6. Provide the contact person’s name for your Agency’s office:

Contact Name	Title
--------------	-------

Telephone Number	E-mail Address
------------------	----------------

7. Identify the location where actual collection efforts will take place:

8. How many and what type of branches throughout the continental United States does your Agency have?

9. Explain the role of the Billing Agency as related to City staff, including the division of tasks between the Agency and City staff.

10. Provide an overall work program for achieving the objective of this RFP (i.e., analytical steps involved).

11. Provide disclosure and supporting documentation, such as “Billing Policy” that will be used by the Agency when directing billing service personnel on dealing with accounts by the telephone or in writing.

12. Provide disclosure and supporting copies of any and all standard invoices, release and assignment of benefits forms, statements, letters and dunning notices presently being utilized.

13. Provide a detailed billing and fee receiving procedure for collecting EMS accounts.

14. Provide a detailed delinquent account procedure for collecting EMS accounts.

15. How many similar contracts do you presently have (or previously had) with other municipalities or other public or private EMS services? _____

BILLING AGENCY QUESTIONNAIRE (Page 3)

16. List the names of these companies or municipalities; with the name and phone number of the contact within the company or municipal government and indicate past or present client plus length of contract.

17. What billing software does your firm utilize? _____
a. Does it have the ability to report trauma reporting information requested of EMS agencies by the Texas Department of State Health Services Trauma Registry? _____
b. If, so are there additional costs to retrieve this information? _____
c. Additional costs are? _____

18. Is your Agency capable of receiving and processing patient/case information electronically from the Rescue Net Web PCR administered by the Southwest Texas Regional Advisory Council (STRAC)? _____

19. Provide loss runs for the past five years for all general liability and errors and omission liability coverages.

20. List any (past or present) lawsuits filed against your firm and disposition of the lawsuits. _____

21. Provide a copy of a patient care report generated by your firm’s software.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed _____

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.