

DIVISION OF FINANCE

Procurement Services



REQUEST FOR PROPOSAL

Medical Billing Services

RFP HSC 17-0004

PROPOSAL MUST BE RECEIVED BEFORE:

5:00 PM CST, Thursday, February 23, 2017

MAIL PROPOSAL TO:

Texas A&M University
Procurement Services
P. O. Box 30013
College Station, TX 77842-3013

HAND DELIVER AND/OR EXPRESS MAIL TO:

Texas A&M University
Procurement Services
Purchasing & Stores Building
330 Agronomy Road
1477 TAMU
College Station, TX 77843-1477

Show RFP Number, Opening Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at the **Texas A&M University Department of Procurement Services** before the hour and date specified for receipt of proposal.

Sealed proposals will be received until the date and time established for receipt.

REFER INQUIRIES TO:
Robby Bounds, CTPM, C.P.M.
Purchasing Manger
Texas A&M University
Procurement Services
979-845-4534
email: rbounds@tamu.edu

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SECTION 1 INTRODUCTION

1.1 Description of Texas A&M Physicians

Texas A&M Physicians, subsequently referred to as TAMP, is a medical practice comprised of faculty and staff from the Texas A&M University College of Medicine. We serve patients of the Brazos Valley, including Bryan/College Station, Navasota, and the surrounding areas. We combine our mission of education and medicine through our mentorship of medical students and residents while providing valuable clinical services to the community. We pass our training and knowledge to the next generation of doctors while treating the patients of the present.

TAMP is comprised of fourteen (14) full-time Family Medicine physicians, three (3) full-time Psychiatrists, one (1) Physician's Assistant, twenty-seven (27) Residents, and two (2) Sports Medicine Fellows. We also have five (5) part-time Family Medicine physicians.

Patient visits totaled over 41,000 last year, and as we've added additional staffing and modified processes, that number has continued to trend upwards. The locations of care include our two clinics (76% of total visits), in-patient care at area hospitals (21%), and several nursing homes within the community (3%).

TAMP fulfills a significant need in the community by servicing uninsured and underinsured patients. Of our billable charges, we are 45% Medicaid, 24% Medicare, 20% Commercial, and 11% Uninsured. Thus, a clear understanding of Texas Medicaid products will be vital to a successful working relationship.

1.2 Objective of this Request for Proposal

TAMP is seeking an experienced, full-service medical billing company to handle all aspects of medical billing services. By submitting responses, each respondent certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.3 Contract Term

The intent of the Agreement is to have services provided to TAMP for a period of one (1) year, automatically renewing after the initial term for succeeding terms of one year, with all terms and conditions remaining firm, unless terminated by thirty (30) days written notice. The maximum term of this agreement shall not exceed five (5) years from the effective date.

1.4 Proposal Evaluation Process

TAMP will utilize an evaluation team to assess all proposals to determine the "Best Value" to the State based on, but not limited to, the criteria listed below with the intent of identifying one (1) agency to fulfill this agreement.

By submitting a proposal, Respondent acknowledges and accepts [a] the evaluation process, [b] the evaluation factors listed in Section 1.6, [c] the scope of this engagement in Section 2.1.2, [d] the terms and conditions of the Agreement in Section 4, [e] all other requirements and specifications set forth in this RFP, and [e] that some subjective judgments must be made by TAMP during this RFP process.

Should TAMP be unable to agree on final Agreement terms and conditions with the highest ranked proposer, a Texas A&M representative(s) will then negotiate with the second-ranked proposer or reissue the same or modified version of this RFP.

Texas A&M University reserves the right to reject any and all proposals. Any agreement resulting from this RFP will be awarded all or none.

1.5 Demonstration, Presentation and/or Interviews

During evaluation, TAMP may request an on-site demonstration/presentation/interview of proposer(s). The team may consider the demonstration/presentation/interview in the evaluation criteria. The purpose of the on-site demonstration/presentations is for clarification or to amplify the materials presented in any part of your submission. However, vendors are cautioned that the evaluators are not required to request clarification; therefore, all submissions should be complete and reflect the most favorable terms available from the offer.

1.6 Evaluation Criteria and Weights

Each proposal shall be evaluated on the ability to meet the university’s minimum requirements in Section 2 and to provide the best value to the University. Proposals shall be evaluated by assigning points to each of the items below. The maximum grading weight that can be assigned to each item being evaluated are as follows:

Scoring Criteria

Fee Structure	30%
Technical Proposal	30%
<ul style="list-style-type: none"> • Scope of Work • Vendor Qualifications • On-site Demonstrations and Interviews, if applicable 	
Experience and Qualifications	20%
<ul style="list-style-type: none"> • Knowledge and experience with GE Centricity • Knowledge and experience with Texas Medicaid • Experience in the Medical Billing industry 	
Account Management Plan	10%
<ul style="list-style-type: none"> • The Respondent’s written plan explaining how the proposer plans to manage this account and integrate its efforts with those of TAMP’s staff and work processes. 	
References	10%
<ul style="list-style-type: none"> • Include references for practices comparable to TAMP in size and makeup • TAMP will check references prior to award. Any negative responses received may be grounds for disqualification of the proposal. 	

1.7 Schedule of Events

The review and approval of the RFP process is a multi-step process which requires variable amounts of time. Responders are advised that the projected dates as listed in the “Tentative Timetable” may change as required.

Tentative Timetable

Release of RFP	Tuesday, January 24, 2017
Deadline for questions	Thursday, February 9, 2017 @ 5:00 p.m. CST
Response to questions from purchasing.....	Tuesday, February 14, 2017 @ 5:00 p.m. CST
Deadline for RFP responses.....	Thursday, February 23, 2017 @ 5:00 p.m. CST
Evaluation of Proposals Completed.....	Tuesday, March 21, 2017
Formal Execution of Agreement (Projected).....	Friday, March 31, 2017

SECTION 2 REQUIREMENTS

2.1 Technical Proposal

Provide a detailed plan on how you propose to provide all aspects of billing for medical services based on your understanding of the current environment and the scope of work in section 2.3.

2.2 Vendor Qualifications

- Extensive knowledge with Texas Medicaid products
- Working knowledge of GE Centricity Practice Solution (Electronic Medical Record System)
- Experience with Residency Programs preferred
- Provide resume of key individual(s) that would be associated/committed to the project

2.3 Scope of Work

Awardee vendor will:

- Batch, scrub and submit approved claims daily
- Research and work rejected claims
- Post payments received by TAMP to patient accounts
- Import and post Electronic Payment Remittances
- Account follow-up (i.e. credit balances, verify balances, collections, etc.)
- Notify TAMP of patient and insurance refunds that need to be processed
- Mailing of patient statements
- Process patient and insurance credit card payments received outside of the clinic and post to patient accounts
- Notify insurances of incorrect payments that need to be corrected or recouped
- Handle patient inquiries regarding account balances, claims processing, insurance, etc.
- Research and appeal denied claims and communicate denial issues to clinic
- Comply with TAMP's Collections process and timeline
- Submit uncollectable account balances directly to the Collection Agency designated by TAMP
- Provide monthly revenue cycle reporting and feedback regarding:
 - Current Accounts Receivable
 - Patient visits and procedures performed
 - Insurance and Medicare billings
 - Patient billings and collections
 - Adjustment type reports
- Participate in monthly meetings to review practice management, discuss improvements and/or changes in the medical practice environment potentially affecting TAMP
- Develop and maintain fee schedules in Centricity per individual insurance contacts to properly evaluate contractual adjustments

2.4 General Requirements

Provide a detailed overview of your program for medical billing services, including a listing of all services offered, hardware & software requirements and out of pocket expenses that would be the responsibility of TAMP.

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, Texas A&M alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

2.5 References

Proposals shall include a list of five (5) clients for whom your agency has provided similar services comparable in type and scope of service in this solicitation in the last three (3) years. Clients of higher education institutions are preferred. The list shall include company name, point of contact, telephone and fax number and email address. TAMP reserves the right to call to verify that similar services were provided and inquire about the reliability of the proposer's performance history. A negative reference may be grounds for disqualification.

**SECTION 3
GENERAL INFORMATION**

3.1 Submittal Deadline and Location

3.1.1 All proposals must be received by Texas A &M University no later than **Thursday, February 24, 2017 at 5:00 PM CST.**

3.1.2 Responses are to be submitted to:

U. S. POSTAL SERVICE:

Texas A&M University
Procurement Services
P. O. Box 30013
College Station, TX 77842-3013

**HAND DELIVER AND/OR
EXPRESS MAIL TO:**

Texas A&M University
Procurement Services
330 Agronomy Road
College Station, TX 77843-1477

Late responses properly identified will be returned to Respondent unopened. Late responses will not be considered under any circumstances.

3.2 Submittal Instructions

3.2.1 Proposals including Execution of Office (Section 6) must be signed by Respondent's company official authorized to commit such proposals. Failure to sign the Execution of Offer may be basis for proposal disqualification.

3.2.2 **One (1) hard copy original and four (4) virus free CD ROM or USB flash drive** of the complete proposal response is required.

All CD or flash drive copies must either be in **Microsoft Office software or Adobe Portable Document Format (PDF)**. All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the CD must be clearly named and referenced in your proposal response

NOTE: The original signature on ONE (1) hard copy will serve as the official signature of record for all CD copies.

Please create a text file in your root directory titled "table of contents.txt" that contains a brief explanation of the files and their layout found on the disc.

3.2.3 An unreadable CD or flash drive due to incorrect format may reflect negatively on your proposal. If your company is unable to provide a readable CD or flash drive in the requested format, then submit six (6) hard copies (1 original and five (5) hard copies)

3.2.4 Proposal package (box/carton) must indicate on the lower left-hand corner the submitter's company name, the proposal opening date, and RFP number.

3.2.5 Telephone and/or facsimile (Fax) responses to this RFP are not acceptable.

3.2.6 Each copy shall be bound in volumes having 8 ½" x 11" page size (11" x 17" inserts and schedules, folded to 8 ½" x 11", are permitted). Presentation materials may be in the format best suited to convey the intent of the presenting firm. Any Respondent information that is or becomes unattached may not be considered for review and award. All information presented in the submission shall be legibly printed in ink or typewritten and in the English language.

3.3 Texas A&M Contacts

All questions must be sent by email to:

Robby Bounds, CTPM, C.P.M.
Purchasing Manager
rbounds@tamu.edu

Texas A&M specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individuals. **Deadline for questions is Thursday, February 9, 2017 @ 5:00 p.m. CST.**

3.4 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and e-mailed, faxed or mailed to all parties recorded by Texas A&M as having received a copy of the RFP. All

such addenda issued by Texas A&M prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in their proposal.

Only those Texas A&M replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

3.5 Electronic State Business Daily Website

It is the responsibility of interested vendors to regularly check the ESBD for any possible addenda to this project. The RFP is inclusive of all addenda issued.

<http://esbd.cpa.state.tx.us/>

3.6 Open Records

Texas A&M considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government code, Chapter 552) after an agreement is awarded.

Respondents are hereby notified that Texas A&M strictly adheres to all Statutes, court decisions and the opinions of the Texas Attorney General regarding the disclosure of RFP information.

3.7 Terms and Conditions

The Terms and Conditions (ref. Section 4) shall govern any Agreement issued as a result of this solicitation.

Additional or attached terms and conditions which are determined to be unacceptable to Texas A&M may result in the disqualification of your proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.

3.8 Proposal Components

The following documents are to be returned as part of your proposal submittal:

- ✓ Signed Execution of Offer (See Section 6)
- ✓ References (See Section 2.1.4)
- ✓ Technical Proposal (See Section 2)
- ✓ Respondent's Questionnaire (See Section 7)
- ✓ Fee Structure (See Section 8)
- ✓ Non-Collusion Affidavit (See Section 9)
- ✓ One (1) original copy and four (4) virus free CD ROM or USB flash drive copy (See Section 3.2.2)

SECTION 4
GENERAL TERMS AND CONDITIONS

4.1 General

These General Terms and Conditions shall be made a part of and govern any Agreement/Purchase Orders resulting from this Request for Proposal.

Each response should be prepared simply and economically, providing a straightforward and concise description of Respondent's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the offer requirements.

Texas A&M University (Texas A&M) reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous and award based on "Best Value". Additionally, all respondents are hereby notified that Texas A&M shall consider all factors it believes to be relevant in the determination of the "Best Value" including, but not limited to: company description, ownership, physical address – preferably in the State of Texas, mailing address, other company locations, Names of top management and key employees and each person's duties, background and experience of these employees, subcontractor's background and experience and current clientele. Texas A&M's decision is final.

Responses are to be valid for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

4.2 Final Review and Approval

Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of the proposal.

The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

The vendor hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

Questions should be directed to the Texas A&M Purchasing official identified in Section 3.3 of this Request for Proposal.

Proposals and any other information submitted by Respondent in response to this Request for Proposal shall become the property of Texas A&M.

Texas A&M will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation, product evaluations or demonstrations that may be made, unless otherwise expressly indicated.

Proposals which are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by Texas A&M at its option.

4.3 Definitions

Whenever the following terms are used in these General Terms and Conditions or in other documents the intent and meaning shall be interpreted as follows:

RFP shall mean Request for Proposal.

Proposal shall mean Respondents offer

Texas A&M shall mean Texas A&M University and other system parts.

Respondent shall mean the individual, partnership, corporation, or other entity responding to this RFP.

Vendor shall mean the individual, partnership, corporation, or other entity awarded an agreement for labor or for equipment & supplies under this RFP in accordance with the terms, conditions, and requirements herein.

Agreement shall mean an agreement, documented by written instrument, between Texas A&M and the successful respondent to provide collection account services to Texas A&M in College Station, Texas.

4.4 Time of Performance

Time is of the essence in the rendering of services. Seller agrees to perform all obligations and render services set forth per this proposal.

4.5 Default

In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the agreement with Texas A&M, Texas A&M may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Seller fails to remedy such failure or default within the ten (10) day period, Texas A&M shall have the right to cancel the agreement upon thirty (30) days written notice.

The cancellation of the Agreement, under any circumstances whatsoever, shall not effect or relieve Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the agreement and such cancellation by Texas A&M shall not limit any other right or remedy available to Texas A&M at law or in equity.

4.6 Termination**4.6.1 For Convenience:**

The agreement may be terminated, without penalty, by Texas A&M without cause by giving thirty (30) days written notice of such termination to the seller.

4.6.2 In no event shall such termination by Texas A&M as provided for under this Section give rise to any liability on the part of Texas A&M including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. Texas A&M's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.**4.7 Agreement Amendments**

No modification or amendment to the agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the agreement must be forwarded to the Texas A&M Purchasing Department for prior review and approval. Only the contract administrator within Strategic Sourcing & Purchasing Services or his/her designee will be authorized to sign changes or amendments.

4.8 Independent Vendor Status

Vendor agrees that Vendor and Vendor's employees and agents have no employer-employee relationship with Texas A&M. Texas A&M shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will Texas A&M furnish any medical or retirement benefits or any paid vacation or sick leave.

4.9 Right to Audit

At any time during the term of this agreement and for a period of four (4) years thereafter Texas A&M or duly authorized audit representative of Texas A&M, or the Texas A&M University System, at its expense and at reasonable times, reserves the right to incrementally audit Vendor's records and manufacturer's pricing relevant to all pricing provided under this agreement. In the event such an audit by Texas A&M reveals any errors/overpayments by Texas A&M, Vendor's shall refund Texas A&M the full amount of such overpayments within thirty (30) days of such audit findings, or Texas A&M at its option, reserves the right to deduct such amounts owing Texas A&M from any payments due Vendor.

4.10 Sales and Use Tax

Texas A&M, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Seller may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

4.11 Observance of Texas A&M Rules and Regulations

Vendor agrees that at all times its employees will observe and comply with all regulations of the University, including but not limited to parking and security regulations.

4.12 Non-Disclosure

Vendor and Texas A&M acknowledge that they or their employees may, in the performance of the resultant agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Seller or Texas A&M unless required by law.

4.13 Publicity

Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of Texas A&M's name in connection with any sales promotion or publicity event without the prior express written approval of Texas A&M.

4.14 Severability

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

4.15 Non-Waiver of Defaults

Any failure of Texas A&M at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of Texas A&M at any time to avail itself of same.

4.16 Governing Law

This agreement shall be construed and governed by the laws of the State of Texas.

4.17 Intellectual Property

Pursuant to the Agreement, the University will license specified uses of certain of its intellectual property and assets during the Term of the Agreement, as contemplated herein. However, Texas A&M shall, in all cases, retain exclusive ownership of any and all such intellectual property and assets, including any and all derivative property and assets developed during the Term of the Agreement. The Proposer shall acknowledge Texas A&M's ownership of its intellectual property in the Agreement and shall agree to assign any and all such intellectual property to Texas A&M at the expiration or termination of the Agreement, if requested by Texas A&M.

SECTION 5
CONTRACTUAL REQUIREMENTS

5.1 Texas Public Information Act

All information, documentation and other material submitted by Respondent under this proposal is subject to public disclosure under the Texas Open Records Act (Texas Government Code, Chapter 552). Respondent is hereby notified that Texas A&M strictly adheres to this statute and the interpretations thereof rendered by the Courts and Texas Attorney General. Respondent shall be deemed to have knowledge of this law and how to protect the legitimate interests of the contractor.

5.2 Indemnification

Vendor agrees to indemnify and hold the State of Texas, the Board of Regents of Texas A&M University System, Texas A&M, their officers, employees, and agents (the Indemnified Parties) harmless from and indemnify each against any and all liabilities, actions, damages, suits, proceedings, judgments, and costs (excluding attorney's fees) for claims resulting from the acts or omissions of Seller or the acts or omissions of others under Seller's supervision and control.

5.3 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by vendor for the performance of services associated with and pertinent to the resultant agreement shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of the State.

5.4 Alternative Dispute Resolution

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Owner and Company to attempt to resolve any claim for breach of contract made by Company that cannot be resolved in the ordinary course of business. Company shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer, Texas A&M University, who shall examine Company's claim and any counterclaim and negotiate with Company in an effort to resolve the claim.

5.5 Insurance Requirements

5.3.1. The successful proposer will be required per the indicated requirements (Attachment A) to provide proof of insurance prior to beginning any work on the campus of Texas A&M University. The proposer will be held strictly liable for any damages to Texas A&M University property occurring during any installation.

5.3.2. Vendor shall not commence work until all the insurance specified hereunder has been obtained and certificates of such insurance have been filed with and accepted by Texas A&M University. Insurance coverage shall provide for a thirty day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance enforce must include a notice that the policy or policies do contain these provision. Acceptance of insurance certificates by Texas A&M University shall not relieve or decrease the liability of the proposer. Unless otherwise specified, the proposer shall provide and maintain, until the work included in this Request for Proposal is completed an accepted by Texas A&M University.

5.3.3. Certificates of Insurance must be delivered or mailed to:

Texas A&M University
Purchasing Services
Attn: Robby Bounds
P.O. Box 30013
College Station, TX 77842-3013

5.6 HUB Subcontracting Plan

HUB Requirements: In accordance with the State of Texas policy of encouraging the use of Historically Underutilized Business (HUB) vendors in state procurement, Texas A&M University shall make a good faith effort to utilize HUB vendors in contracts for commodities and services. Any business that contracts with Texas A&M University shall be required to make a good faith effort to award subcontracts to HUB vendors.

Texas A&M University has determined that subcontracting opportunities are not probable for this RFP. Accordingly, a completed HUB Subcontracting Plan (HSP) is not required to be included with any proposal submitted in response to this RFP.

**SECTION 6
EXECUTION OF OFFER**

RFP HSC 17-0004; Medical Billing Services

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

6.1 Proposer Affirmation

Signing this proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer may be removed from all proposal lists. By signature hereon affixed, the proposer hereby certifies that:

- 6.1.1. The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- 6.1.2. The proposer is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 6.1.3. Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 6.1.4. Neither the proposer nor the firm, corporation, partnership or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 6.1.5. The proposer has not received compensation for participation in the preparation of the specifications for this Invitation for Proposal.
- 6.1.6. The proposer shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of proposer or any agent, employee, sub-Contractor, or proposer of proposer in the execution or performance of this purchase order.
- 6.1.7. Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 6.1.8. Proposer certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

- 6.1.9. Proposer agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

6.2 Texas Family Code Section 231.006

Ineligibility to Receive State Grants or Loans, or Receive Proposals or Payments on State Contracts.

- 6.2.1. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
 - 6.2.1.1. receive payments from state funds under a contract to provide property, materials, or services: or
 - 6.2.1.2. receive a state-funded grant or loan.
- 6.2.2. A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
 - 6.2.2.1. all arrearages have been paid; or
 - 6.2.2.2. the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- 6.2.3. Pursuant to Section 231.006 (c), Family Code, proposal should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the proposal. Proposers that have pre-registered this information on the GSC Centralized Master Proposers List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.
- 6.2.4. "Pursuant to Section 231.006, Family Code, re: child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- 6.2.5. If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
- 6.2.6. If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

EXECUTION OF OFFER
(continued)

6.3 Substitute W-9

Texas A&M University requires all companies and individuals (not employees or students) to have a Substitute W-9 form on file. This form is needed for IRS compliance.

Step 1: You can obtain the Substitute W-9 form from the Texas A&M University Financial Management Services website at: <http://fmo.tamu.edu/media/395081/substitutew9.pdf>

Step 2: Vendor must fill out the form completely and mail the original to:

Texas A&M University
Financial Management Services
Accounts Payable
6000 TAMU
College Station, TX. 77843-6000

6.4 Direct Deposit

All vendors are encouraged to sign up for direct deposit. The direct deposit form is located at: <http://fmo.tamu.edu/media/395081/substitutew9.pdf>

6.5 Signature

Proposal should give Payee Identification Number (PIN) (Formerly Vendor ID), full firm name and address of proposer (enter in block provided if not shown). Failure to manually sign proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

This offer consists of pages number (1) through

Payee Identification Number (PIN): _____

Sole Owner should also enter social security No.: _____

Proposer/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable)

- Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

SECTION 7
RESPONDENT'S QUESTIONNAIRE/COMPANY EXPERIENCE

The Respondent recognizes that in selecting a supplier, TAMP will rely, in part, on the answers provided in response to this Section 7. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. Texas A&M reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

7.1 Company Profile

- a. Number of Years in Business: _____
Type of Operation: Individual____ Partnership____ Corporation____ Government____
Total Number of Employees: _____
Total Number of Clients: _____
Number of Clients in Higher Education: _____
Number of Clients that are > 50% Medicare/Medicaid: _____
Number of Years' Experience in Processing Texas Medicaid: _____

- b. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with Texas A&M.

- c. Provide organizational structure of company including names and duties of key personnel. Include the background and experience of those employees.

- d. If proposal includes subcontractors, preferably in the State of Texas, include a description of each subcontractor's corporate background, experience, and duties to be performed.

- e. Provide a listing of current clientele that is a blend of private-sector and public-sector clients, including higher education.

**SECTION 8
FEE STRUCTURE**

8.1 Fee Structure

Provide a pricing model for all aspects of the program proposed, as described in Section 2.1.2, Scope of Work. Pricing structure should include:

- Clearinghouse fees
- Patient statements fees
- Medical billing service fees
- Startup fees
- Minimum fees

Pricing structure shall address renewals after the initial year of the agreement.

**SECTION 9
NON-COLLUSION AFFIDAVIT**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "RESPONDENT"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other RESPONDENTS, or with any official of TEXAS A&M or any employee thereof, or any person, firm or corporation under contract with TEXAS A&M whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said TEXAS A&M, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The RESPONDENT hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, potential RESPONDENT, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other RESPONDENTS or potential RESPONDENTS, or to obtain through any unlawful act an advantage over other RESPONDENTS or TEXAS A&M.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the RESPONDENT without consultation with other RESPONDENTS or potential RESPONDENTS or foreknowledge of the prices to be submitted in response to this solicitation by other RESPONDENTS or potential RESPONDENTS on the part of the RESPONDENT, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned RESPONDENT and each person signing on behalf of the RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of TEXAS A&M, nor any employee, or person, whose salary is payable in whole or in part by TEXAS A&M, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Respondent Name _____

Date _____

Subscribed and sworn to before me this

_____ day of _____, 2014.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

AFFIDAVIT MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.

Attachment A - Insurance Requirement

TEXAS A&M UNIVERSITY INSURANCE REQUIREMENTS

<u>TYPE OF COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
1. <u>Employer's Liability:</u>	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 Policy Limit
2. <u>Comprehensive General:</u>	\$1,000,000 aggregate
Liability	\$1,000,000 products/completed operations
Combined Bodily	\$1,000,000 personal & advertising liability
Injury & Property Damage	\$1,000,000 each occurrence
	\$50,000 fire damage
	\$5,000 medical expense
3. Comprehensive Automobile Liability	\$1,000,000 combined single limit
4. Owner's Protective Liability Insurance Policy:	
The Contractor shall obtain at its expense an Owner's Protective Liability Insurance Policy naming the State of Texas and its employees as named insured, the A/E, when applicable, and the Texas A&M University System Board of Regents for and on behalf of Texas A&M University System and Texas A&M, named as additional insured, with the following limits:	
a. Bodily Injury	\$1,000,000 each occurrence
	\$1,000,000 aggregate
5. Flood insurance when specified.	
6. Umbrella coverage when specified.	
7. Worker's Compensation	Statutory TWCC, Rule 110.110

1. Definitions:

Certificate of coverage ("certificate") -- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project -- includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096)--includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Title 5, for all employees of the contractor providing services on the project, for the duration of the project.
3. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) A certificate of coverage, prior to the person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Title 5, for all of its employees providing services on the project, for the duration of the project;
 - (2) Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) Obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project; and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by Paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
11. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.