

Tuesday, December 08, 2009

REQUEST FOR PROPOSAL

AMBULANCE BILLING SERVICES

FOR

CITY OF FRONTENAC FIRE DEPARTMENT

SECTION I - GENERAL INFORMATION

1.01 Purpose

The City of Frontenac Fire Departments is seeking Proposals from qualified firms, hereinafter referred to as the "Contractor," to provide **BILLING SERVICES** for Ambulance Services, in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP).

1.02 Eligibility

To be eligible to respond to this RFP, the proposing Contractor must demonstrate that it has successfully provided services similar to those specified in the Scope of Services section of this RFP.

1.03 Proposal Response Outline

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments

LETTER OF TRANSMITTAL. The letter of transmittal must include:

An introduction of the Contractor's company;

The name, address, and telephone number of the person to be contacted regarding the proposal; and a description of the Contractor's approach and commitment to this project. Company history, a listing of all clients current and former for the past 3 years.

EXCEPTIONS. All exceptions, regardless of how minor, shall be stated. Exceptions shall be listed in order of this RFP and referenced by section number.

QUALIFICATIONS AND EXPERIENCE. The submission should include:

1. Details on the qualifications of the firm and capability to receive electronic patient care reports and provide automated claims submission to applicable insurance carriers;
2. Details on the qualifications of the individual's) who will perform the work;

SCOPE OF WORK. This section of the proposal should explain the Scope of Work as understood by the Contractor and detail the approach, activities, and work products. The proposal shall also include:

1. A list of work products which the Contractor will provide;
2. Information on the availability and description of reports that can be generated on request via a secure connection to the Contractor's internet site;

3. A list of any assistance the City may be requested to provide the contractor; and
4. Detailed project plan for the implementation of the City's billing project.

OTHER. Provide the following additional information:

- o A copy of your most recent SAS-70 Audit report.

1.04 Submission of Proposals

Competitive sealed proposals will be received by the City of Frontenac Fire Department at 10555 Clayton Road, until 1:30 p.m. central time on December 28, 2009. Proposals shall be marked "Attn: Chief John P. Trout, - Ambulance Billing Service. Proposals received after the deadline will be late and will not be considered.

One (1) original and two (2) copies must be received by the posted due date and time.

There will be a public opening of the proposals. The name of the winning Contractor will not be released until notification of award.

1.05 Inquiries

Questions arising subsequent to the issuance of this RFP shall be submitted by e-mail to Chief Jack Trout @ jtrout@cityoffrontenac.org

1.06 Last Day for Questions

Any questions Proposers wish to be addressed and which might require an addendum must be submitted in accordance with 1.05 before December 7, 2009 at 1:00 p.m. central time.

1.07 Exceptions

All exceptions shall be stated no matter how seemingly minor. Any exceptions not stated shall be assumed by the City to be provided by the contractor, regardless of the cost to the Contractor,

1.08 Economy of Preparation

Contractors shall prepare each proposal simply and economically, providing a straightforward, concise description of Contractors' offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

1.09 Incurring Cost

The City will not be liable for any cost which any Contractor may incur in connection with the preparation or presentation of its proposal(s) or demonstrations.

1.10 Right to Reject

The City reserves the right to reject any or all proposals in full or in part and to waive any informality or technicality in any proposal in the interest of the City.

1.11 Award of the Contract

Upon completion of the evaluation process, the City may award the contract to the Contractor whose proposal is determined to be most advantageous to the City irrespective of cost or other individual portion of any submitted proposal.

The City realizes that application and philosophical differences exist from Contractor to Contractor regarding EMS billing and collection services. The City reserves the right to choose and recognize those differences that benefit's the City's philosophy.

1.12 Contract Period and Effective Date

The initial Contract term shall commence upon final execution of the contract by the City and shall expire two (2) years from that date and shall be continued from year to year upon approval of the Board of Aldermen & Mayor

1.13 Contract Cancellation

Either party may terminate the Contract for any reason prior to the expiration date by delivering written notice thereof to the other party at least 90 days in advance.

1.14 Authorized Vendor Representatives

PROPOSAL: List the name, title, office address, telephone number, and e-mail address (if available) of the person(s) authorized to represent the Contractor regarding the proposal(s) submitted in response to this RFP.

CONTRACT: Give the name, title, office address, telephone number, fax number and e-mail address of the person authorized to sign a Contract, and receive and sign all formal notices and/or addendum regarding such Contract. Note that all amendments to any Contract must be in writing and signed by both parties.

The City reserves the right to require a change in the individual assigned to represent the Contractor if the assigned representative is not serving the needs of the City in an acceptable manner. This right shall carry forward through the response period and, with the successful Contractor, during the term of the Contract.

1.15 Remedies

The laws of the State of Missouri shall apply in all disputes arising out of this RFP, without application of any principles of choice of laws.

1.16 Compliance

The Contractor hereby agrees to abide with all applicable federal and state laws and regulations.

1.17 Anti-Collusion

The submission of a proposal constitutes agreement that the Contractor has not divulged its proposal to, or colluded with, any other offer or party to a proposal whatsoever.

General Conditions:

The awarded contractor will be expected to enter into an agreement with the City consistent with the following conditions.

1.18 Indemnification

The Contractor shall hold harmless, defend and indemnify the City and its officers, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of the Contract by Contractor, or (b) any act, error, or omission on the part of the Contractor, or its agents, employees, or subcontractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the City, its officers, employees or agents.

1.19 Insurance

Contractor shall maintain Commercial General Liability insurance with per occurrence limits of at least \$2,000,000 and general aggregate limits of at least \$3,000,000.

Contractor shall also maintain, if applicable to Contractor's operations or performance of this contract, Professional Liability (errors and omissions) insurance with liability limits of at least \$2,000,000 per occurrence. Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by the City. If the coverage described above are not in place at the time a proposal is submitted the Contractor should describe in detail what types and levels of coverage are in place currently, and clearly indicate the Contractor's ability and willingness to obtain the above listed coverage if required by the City. The City reserves the right to require

additional coverage from that presented, at the Contractor's expense for the additional coverage.

The Contractor shall maintain all employee related insurance, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees or volunteers involved in performing services pursuant to this Contract. Contractor shall also maintain "all risk" property insurance at replacement cost applicable to Contractor's property or its equipment.

The Contractor's insurance carriers and policy provisions must be acceptable to the City's counsel and remain in effect for the duration of the Contract. The City shall be named as an additional insured on the Commercial General Liability insurance policy if possible. Contractor will cause any of its subcontractors, who provide materials or perform services relative to this contract, to also maintain the insurance coverage and provisions listed above.

The Contractor shall submit certificates of insurance as evidence of the above required coverage to the City prior to the commencement of this Contract. Such certificates shall provide the City with thirty (30) calendar day's written notice prior to the cancellation or material change of the applicable coverage, as evidenced by return receipt or certified mail, sent to the above address.

1.20 Record Keeping and Audit Rights

The Contractor shall be responsible to maintain accurate accounting records for all services provided herein, and shall retain all such records for a period of time as required by law or three (3) years following termination of the Contract, whichever is longer. Upon reasonable notice and during normal business hours the City, or any of its duly authorized representatives, shall have access to and the right to audit any records or other documents pertaining to the Contract. The City's audit rights shall extend throughout the term of the Contract and for a period of at least three (3) years thereafter. The Contractor shall also have an SAS-70 Audit for 2009 and submit same every year during the term of and any extension of Contract.

1.21 Management Reports

Upon request the Contractor shall summarize and concisely report pertinent information to the City in a timely manner, throughout the duration of any Contract resulting from this RFP.

1.22 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor.

1.23 Further Agreements

In addition to a proposal, the City may from time to time require the Contractor to execute certain additional documents or agreements, including without limitation a Contract, for the purpose of clarifying the intention of the parties with respect to providing the services hereunder.

1.24 Relationship of the Parties

In assuming and performing the obligations of any Contract, the City and any Contractor shall each be acting as independent parties and neither shall be considered an employee of the other. Additionally, neither shall represent itself as a joint venture or partners other than as authorized by a written agreement or contract.

1.25 Equal Opportunity

No Contractor of services under this RFP shall discriminate against any employee, applicant for employment, or recipient of services on the basis of veteran status, race, religion, color, sex, sexual orientation, age, disability, or national origin.

1.26 Taxes: Vendor's Responsibility

Contractor shall be responsible for and pay all taxes which may be levied or incurred against the Contractor in connection with the performance of any services under a Contract, including taxes levied or incurred against Contractor's income, property, sales, or other taxes.

SECTION 2: SCOPE OF WORK

2.01 Scope

The Contractor shall provide all services necessary to collect for emergency medical services provided by the City.

2.02 Transfer of Patient Data

The Contractor shall receive patient data from the City through an electronic format generated from the Code Red System. The City will generate an electronic file for each Patient Care Report to be billed. The successful Contractor shall receive files once per week via a secured site using an encryption system as approved by the City.

The Contractor shall be prepared to accept the electronic billing file within 30 days following the award of the contract from the City.

2.03 Modifications

It is the responsibility of the Contractor to modify its billing system, if necessary, to capture the necessary data generated from the Code Red System reporting system.

The City will not under any circumstances modify its system nor will it authorize the Contractor to contract directly with Code Red System to make any modifications to the City system in order to satisfy the Contractor's requirements to provide the services outlined herein.

2.04 Required Services

The Contractor shall provide the following services:

- 2.04.1 Receive electronic patient care reports from the City;
- 2.04.2 Verify, gather, and/or correct missing or incorrect patient and/or insurance information as required to complete the billing process, and use City Transport Number on all reports.
- 2.04.3 Prepare and submit accurate and complete invoices and any and all insurance forms and filings to all governmental, commercial, and private insurance carriers;
- 2.04.4 Prepare and mail invoices to patients or other third party payer who is responsible for co-pays and/or deductibles, private pay, and uninsured patients;
- 2.04.5 Direct lock-box procedures and functions through a City-specified bank. Post payments to the appropriate accounts and provide payment posting and revenue report to the City;
- 2.04.6 Document and refund overpayments;
- 2.04.7 Perform pre-collection services on unpaid accounts;
- 2.04.8 Perform professional consultation at no additional cost to include, help with cost analysis, appropriate fees, procedures that need to be adopted or changed by the Service in order to be properly compliant with Medicare/Medicaid, necessary forms needed for certain procedures as well as possible contracts for other needed information, i.e.; Skilled Nursing Facilities, HIPAA regulations, Insurance Carriers Contracts/negotiations, and relations between community and City.
- 2.04.9 Perform diagnosis and procedure coding as may be required for such medical claims and to make necessary inquiries of various health care providers as may be required for such coding.
- 2.04.10 To prepare and send a report of all statements for amounts due to City for ambulance services provided to its customers. The statements shall aged and generate special messages for second, third and final notices.

- 2.04.11 To place vendor's toll-free number and address on all correspondence to patients and insurance carriers.
- 2.04.12 To work with attorneys on personal injury and worker's compensation cases for such time, as the City and contractor believes it is prudent to pursue such sources of payment, recognizing that such claims are normally dependent upon the settlement of the case for payment.
- 2.04.13 Provide the City with the following reports via an internet based reporting system; all reports to reference the City transport number.

Distribution of Charges and Collections. This report will track the charges, payments and insurance class mix of all patients for a given month. (Provide sample of this report) Aged Receivable Report - This report will have outstanding invoices sorted by date for current, thirty, sixty, ninety and over ninety days. This report will provide totals for these categories. (Provide sample of this report)

Patient Alpha Listing - This report lists all invoices alphabetically by patient name. (Provide sample of this report)

Monthly Payment Listing - This report lists payments, bad checks, required charge offs, and refunds posted to each patient's account. (Provide sample of this report)

Overpayment Reports - This report lists all patients due refunds as a result of overpayment of account. (Provide sample of this report)

Any additional reports as mutually agreed upon. All reports and billings shall include the transport number.

- 2.04.14 Maintain a copy of all records and reports as required by law and as outlined in this RFP;
- 2.04.15 Provide City personnel with appropriate training concerning documentation, charges and requirements of applicable health care laws and regulations, and
- 2.04.16 Maintain a copy of all records and reports as required by law and outlined in this RFP.

2.05 General Billing Guidelines

- 2.05.1 The Contractor is acting on behalf of City and while doing so shall perform its duties in a manner consistent with the policies of the City.
- 2.05.2 The Contractor shall mail or transmit invoices to insurance providers, patients, or other payees no sooner than *five (5)* days but no longer than fourteen (14) days from the date of service.
- 2.05.3 The patient or other responsible party shall receive invoices at 30

day intervals for a period of six months until the account is turned over to collections.

- 2.05.4 The Contractor shall negotiate and arrange for a modified payment schedule for individuals who are unable to pay the full amount when billed. These accounts shall be maintained by the Contractor if payments are being made in accordance with the agreed upon schedule.
- 2.05.5 Procedures for collection of accounts past-due by more than six months shall be as approved by the City. A copy of the Contractor's proposed collection procedures, including any written or verbal correspondence, shall be included with their proposal.
- 2.05.6 Requests for a reduction or write off all or part of a bill due to hardship or other reasons shall be referred to the designated City representative for consideration and evaluation.
- 2.05.7 The City reserves the right to recall accounts from the Contractor upon written notice.
- 2.05.8 The design, format, and information included in the invoice and collection notice shall be as approved by the City. The contractor shall include a sample invoice with their proposal.

2.06 Form Design

The design, format, and information included in the invoice and collection notice shall be as approved by the City. The Contractor shall include a sample invoice with their proposal.

2.07 Customer Service Representative

The Contractor shall maintain a local or toll free phone number and provide sufficient customer service representatives) to assist patients and/or other third party payees with all billing inquiries in a timely fashion. Customer service shall be available Monday through Friday from 8:00 am to 5:00 pm. central standard time. The contractor shall respond to all patients' requests and inquiries, either written or verbal, in a manner consistent with the values of the City of Frontenac.

2.08 Payment to Contractor for Services Rendered

The Contractor shall invoice the City monthly for services rendered based on a percentage of monies collected. The proposed fee schedule for the entire Contract period shall be included.