



Rusk County Ambulance

REQUEST FOR PROPOSAL

FOR

AMBULANCE BILLING AND COLLECTION SERVICES

NAME OF VENDOR SUBMITTING PROPOSAL: _____

RFP NOTICE ISSUED: October 30, 2018

PROPOSAL DUE DATE: December 12, 2018 at 9:00 am

Return to:
Rusk County
C/O Andy Albarado
Administrative Coordinator
311 Miner Ave., Suite C130
Ladysmith, WI 54848
Or
aalbarado@ruskcountywi.us

Mark Proposal: Ambulance Billing and Collection Service

SECTION I - GENERAL INFORMATION

1.01 Purpose

The Rusk County Ambulance Service is seeking Proposals from qualified Contractors, hereinafter referred to as the "Contractor," to provide BILLING SERVICES AND COLLECTION 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 Contractor and capability to receive electronic patient care reports and provide automated claims submission to applicable insurance carriers;
2. Details on the qualifications of the individuals who will perform the work;
3. Provide detailed information on how the Contractor addresses HIPPA compliance within their agency.

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 County may be requested to provide the contractor.
4. Detailed project plan for the implementation of the County's billing project.
5. Detailed information on how current accounts and pending invoices and/or collections are addressed during the vendor transition

OTHER: Provide the following additional information:

- A copy of your most recent Audit report.
- Cost/Price of service schedules, cost of collections (i.e. flat rate or percentage etc.)

1.04 Submission of Proposals

Competitive sealed proposals will be received by the Rusk County Administrative Coordinator by December 12, 2018 at 9:00AM, central time. Proposals shall be marked "Attn: Andy Albarado - Ambulance Billing and Collection Service" Proposals received after the deadline will be late and will not be considered. Opening of proposals will be at p.m. central time, December 12, 2018 at 9:15AM.

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 final approval by the Board and/or notification of award.

1.05 Inquiries

Questions arising subsequent to the issuance of this RFP shall be submitted by e-mail to Andy Albarado at aalbarado@ruskcountywi.us

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 November 16, 2018 at 8:30 a.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 County 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 County 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 County 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 County.

1.11 Award of the Contract

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

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

1.12 Contract Period and Effective Date

The initial Contract term shall commence upon final execution of the contract by the County and shall expire one (1) years from that date or as long as the Ambulance Service is operated by the County, whichever is less, and shall be continued from year to year upon approval of the Board.

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, fax number and e-mail address of the person(s) authorized to represent the Contractor regarding the proposal 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 County 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 County 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 Wisconsin, County of Rusk, 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 County consistent with the following conditions.

1.18 Indemnification

The Contractor shall hold harmless, defend and indemnify the County 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 County, 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 County. 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 County. The County 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 County's counsel and remain in effect for the duration of the Contract. The County 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 County prior to the commencement of this Contract. Such certificates shall provide the County 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 seven (7) years following termination of the Contract, whichever is longer. Upon reasonable notice and during normal business hours the County, 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 County'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 2017 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 County in a timely manner, throughout the duration of any Contract resulting from this RFP.

- 1.22 **Ownership of Work**
The County 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 County 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 County 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 bill and collect for emergency medical services provided by the County. The Contractor shall be able to prepare invoices according to the rates established by the County, guidelines and procedures established by the Contractor and the County, and all applicable laws and regulations including those for Medicare and Medicaid services (CMS). All invoices shall be billed in compliance with the Fair Debt Collection Practices Act.
- 2.02 **Transfer of Patient Data and Technology Requirements**
The Contractor shall receive patient data from the County through an electronic format "WARDS" and access granted to them by the County.
- 2.02.1 The contractor will provide all software associated with the billing and collections process.
- 2.02.2 Provide software that can be used for billing and interface with the County's electronic patient care reporting software. Provide a file description detailing the billing extract information needed from the County.
- 2.02.3 Provide a system that will ensure complete and uninterrupted flow of service via backup systems and a Data Recovery Project Plan/System should a disaster occur. Provide a copy of the plan for review by the County's IT Department.

- 2.02.4 Retain records, according to an agreed upon record retention plan.
- 2.02.5 The Contractor should have the ability to utilize a secure FTP platform via VPN and/or FTP for billing extract file transfer. If the Contractor recommends an alternative method for file transfer, please provide a detailed description of the recommended process and confirm that the recommended transfer process is HIPPA compliant.
- 2.02.6 The Contractor should provide sufficient HIPPA compliance training to all employees dealing with applicable information.
- 2.02.7 Contractor to provide a copy of their Service Level Agreement including service scope, service response times, support and maintenance availability and terms, scheduled system maintenance and upgrades, client responsibilities, responses to breaches, service measurement and reporting, and requests for credit upon service interruptions.

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

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 County 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 County 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 County;
- 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 County 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 County-specified bank.
Accept credit card payments that are transferred to a County specified bank. Post payments to the appropriate accounts and provide payment posting and revenue report to the County;

- 2.04.6 Document and process requests for refund of 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 County.
- 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 County for ambulance services provided to its customers. The statements shall be 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 County 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 Maintain a copy of all records and reports as required by law and as outlined in this RFP.
- 2.04.14 Provide County personnel with appropriate training concerning documentation, charges and requirements of applicable health care laws and regulations.
- 2.04.15 Maintain a copy of all records and reports as required by law and outlined in this RFP.

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.

2.05 General Billing Guidelines

2.05.1 The Contractor is acting on behalf of County and while doing so shall perform its duties in a manner consistent with the policies of the County.

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 according to timelines defined by the County.

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.

2.06 Collections

2.06.1 Process all claims according to timelines defined by the County and Contractor. The claims should be divided into four revenue categories: Medicare, Medicaid, Insurance and Private Pay.

2.06.2 Process denials for Medicare and Medicaid according to the timelines defined by the Contractor and the County.

2.06.3 All payments for the County are made to the County or a secured lockbox. Process all cash receipts and receipt of payments according to applicable timelines.

2.06.4 Process all refunds and overpayments in a timely manner.

2.06.5 Establish internal controls to ensure that policies and procedures are being followed.

2.07 Form Design

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

2.08 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 County of Rusk.

2.09 Payment to Contractor for Services Rendered

The Contractor shall invoice the County monthly for services rendered based on agreed amount. The proposed fee schedule for the entire Contract period shall be included.

3.00 Questions regarding RFP

Questions can be directed to Andy Albarado, Rusk County Administrative Coordinator, 715.532.2257 or aalbarado@ruskcountywi.us