

RFP No. 2022-13 Emergency Medical Services Third Party Billing Services

Introduction: The Town of Palm Beach seeks proposals from qualified firms to provide Emergency Transport Services Billing for the Town of Palm Beach, Florida. This is a request for interested firms to submit their credentials and qualifications to the Town for consideration to provide annual services.

Contract Term: The purpose of the RFP is to enter into an agreement to provide Emergency Transport Services Billing, beginning with two (2) year period with options to renew for up to three (3) additional annual periods, for a total potential contract term of five (5) years.

Renewal of Contract: The option for renewal will only be exercised upon written mutual agreement and with all original terms, conditions and pricing (adjustments may be made to pricing based on the Consumer Price Index at the time of renewal) with no other deviations. Price adjustments upon renewal shall be based on the percent change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year respectively, as published by the United States Department of Labor. Any renewal will be subject to appropriation of funds by the Town Council.

Insurance: CURRENT TOWN REQUIREMENTS

Licenses: Proposers, both corporate and individual must be fully licensed in the State of Florida at the time of RFP submittal. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

PURPOSE AND INTENT

The Town of Palm Beach, Florida, (hereinafter known as "Town") is hereby requesting sealed bids from qualified bidders for the comprehensive Emergency Transport Services Billing(EMSB) – Third-Party Billing Services. The successful Proposer shall be required to provide the TOWN EMERGENCY MEDICAL TRANSPORT SERVICES (Emergency Transport) billing services.

BACKGROUND

The Town of Palm Beach, Florida provides Basic Life Support (BLS) and Advanced Life Support (ALS) emergency medical services (EMS) and transportation to the citizens and visitors of the Town of Palm Beach. Since October 1, 2002, the Town of Palm Beach has been billing for transportation services rendered by the Palm Beach Fire Rescue Services Department. The TOWN currently utilizes a software product licensed by Documed Systems International but intends to transition to Imagetrend for the billing/ePCR called Emergency Pro Version 4.1, Electronic Patient Care Reporting Software. Town of Palm Beach is open to new proposals, which would meet new data reporting requirements and/or compliance standards by years end. As authorized by

Town Resolution No.104-2015, Palm Beach Fire Rescue charges a fee for transport services.

The successful Proposer shall provide and perform all the necessary tasks associated with a comprehensive billing for all billable emergency services and transports provided by the Town of Palm Beach Fire Rescue Department.

The successful Proposer shall coordinate and transition the services from the Town to its system within a timeframe to be agreed upon between the TOWN and the successful Proposer. All data from previous and current billings must be downloaded by the successful Proposer into its database. The successful Proposer shall not receive compensation for this transition and shall be limited to the fees provided in the Price Schedule.

Copies of the Palm Beach Fire Rescue EMS Billing Data are attached as Exhibit A.

SCOPE OF WORK

The successful Proposer shall perform all services and work necessary to complete the following tasks and/or provide the following items:

1. Billing Services

- a) **Provide billing and accounts receivable management services**
The successful Proposer shall provide billing and accounts receivable management services to TOWN for emergency medical transportation services rendered by the TOWN. The successful Proposer shall file required claims documentation and agreements with payors (e.g. Medicare, Medicaid, private insurance companies).
- b) **Electronic Receipt of Billing Information from the TOWN** – The successful Proposer must have the capability to receive all billing information from the The TOWN currently utilizes a software product licensed by Documed Systems International but intends to transition to Imagetrend for the billing/ePCR called Emergency Pro Version 4.1, Electronic Patient Care Reporting Software. The successful Proposer shall provide and maintain a secure FTP site or other secure similar interface for the TOWN to access reports as identified herein in accordance with HIPPA rules and regulations. The successful Proposer shall provide an interface for the Documed Emergency Pro Software or any replacement software application utilized by the TOWN to perform the data transfer necessary to perform the services identified herein. The successful Proposer is responsible for all costs to acquire and maintain the interface.

NOTE : Town currently use Document Systems which has a generic xml/NEMSIS

based extract which a billing company can interface with but intends to transition to Electronic Patient Care Reporting Software (EPCR) TBD. Documed Systems considers the NEMSIS extract their standard Generic interface. It mirrors almost exactly the NEMSIS standard. The software may may not be data reporting or HIPPA compliant by years end. The contact for Documed Systems International Inc. is Chris Haas, (904)-233-8311. The proposed software must be able to interface with compliant software.

- c) **Invoice patients or other third parties responsible for payment of services** - The successful Proposer shall invoice the transported individual, Medicare, Medicaid, private insurance companies or other appropriate third party payors for services provided by TOWN in accordance with time frames as stated herein. Rates shall be subject to change at the TOWN'S discretion at any time throughout the term of the agreement. TOWN agrees to notify the successful Proposer a minimum of seven (7) days prior to any rate change.
- d) **Forms, Filings, and Postage** - The successful Proposer shall be responsible for the invoicing, collection, generation of any and all insurance forms and filings, record maintenance and reports and postage for the mailing of all said invoices, and forms. The successful Proposer shall provide patients with a comprehensive statement/invoice, HIPPA form and a courtesy return payment envelope. The front of the statement shall describe all charges and payments. The reverse side of the statement shall have clearly marked entry blocks for information needed to file insurance claims.
- e) **Credit Card Payments** - The successful Proposer shall have an efficient method for processing and reporting payments made by credit card. The successful Proposer shall clearly detail how credit card payments are processed, including ability to process at successful Proposer's facility. The successful Proposer will be responsible for the merchant transaction fees related to the credit card transactions.
- f) **Reports** – The successful Proposer shall provide the TOWN's Fire Rescue Services Department and/or Financial Services Department with all monthly reports as stated herein. A listing of the required reports is identified in Section 3, Reports.
- g) **Accuracy** – The successful Proposer must be able to process billings and provide reports accurately. The TOWN will not accept an accuracy rate below ninety-nine percent (99%).
- h) **Previously Billed Accounts** – The successful Proposer must have the ability to access and resume service on previously billed accounts

- i) **Electronic Claims Submission** – The successful Proposer must have the capability to transmit and submit claims electronically to Medicare, Medicaid, and commercial insurance carriers.
- j) **Patient Information** – The successful Proposer shall make every effort to locate and correct any incorrect billing address or insurance data for billable patients. The Proposer must take action to obtain any necessary information that may not be in the initial account file. The Contractor shall enter into a business associate agreement with area hospitals and shall have direct electronic access to obtain patient information in accordance with Health Insurance Portability & Accountability Act. The Proposer shall contact the US Post Office's National Change of Address (NCOA) files or other similar services to obtain the correct billing addresses and phone numbers for patients that have left the area, or whom have invalid information.
- k) **Insurance Reviews** – The successful Proposer shall perform all necessary insurance follow-up to assure maximum collection on claims.
- l) **Medicare/Medicaid** – The successful Proposer shall comply with all Medicare, Medicaid, and Health Insurance Portability & Accountability Act (HIPPA) rules and regulations. The successful Proposer shall enter into a business associate agreement with the TOWN.

This shall include keeping abreast of all Medicare, Medicaid, insurance, and other health care issues which may affect payments to the TOWN for emergency transports.

- m) **Crossover Eligibility** – The successful Proposer is responsible for identifying and securing payments due to crossover eligibility, co-insurance, deductibles, etc.
- n) **Timely Billings** – The successful Proposer shall bill emergency transport patients and/or file patient insurance within seven (7) days upon receiving transport information from the TOWN. The successful Proposer shall perform specific services with the principal goal of recovering the maximum amount of fees in the shortest possible time frame and recover the largest total amount with minimized cost to recover.
- o) **Follow-up Billings and Procedures** – The successful Proposer shall have a detailed plan and procedure for claim follow-up to assure maximum collection. The successful Proposer shall re-bill emergency transport patients and/or patients' insurance claims on unpaid balances. This invoice shall reflect detailed account activity, including but not limited to, original billing amount, detailed payment

information, and account balance. The Proposer will be required to mail monthly invoices or statements for each account with an outstanding balance until the account is satisfied or turned over to a collection agency of the TOWN's choosing, including pre collection and collection notices.

- p) **Modified payment schedules** - The successful Proposer agrees to negotiate and arrange modified payment schedules for those individuals unable to pay the full amount when billed in accordance with the TOWN policy
- q) **Redundancy** - The successful Proposer shall maintain on a computer system, all invoices, transaction records, billing activities and financial reports. The computer system shall be equipped with a reliable backup system that will ensure complete record recovery in the event of a computer system failure regardless of cause.
- r) **Segregation of Duties** - The successful Proposer shall insure a segregation of duties, whereby the same individual must not be able to enter billing information, adjust billings, post payments, nor deposit funds; and maintain the necessary levels of security in their automated billing system to protect TOWN from loss.
- s) **Current Database** – The successful Proposer must be able to merge current open accounts from the incumbent vendor's billing system, using one or more industry standard data format. The successful Proposer shall identify which standard it utilizes, i.e., ASCII, DBF, etc.
- t) **Refunds** – The successful Proposer must establish a systematic plan for determining over-payments and assuring refunds to patients or third-party payers. A copy of this plan shall be included in the proposal. The successful Proposer shall have a processing charge of fifty dollars (\$50.00) deducted from the successful Proposer's monthly payment for each refund check issued by the TOWN as a result of the successful Proposer's error. A monthly report of these transactions is required from the proposer to the TOWN.
- u) **Write-offs** - The successful Proposer shall provide the TOWN with information to allow for alternate collection methods or write-off of uncollected receivables at the discretion of the TOWN, no sooner than 12 months from date of initial billing. The Town requires an annual report by October 10th of each year for presentation to the Town Council at the November Town Council Meeting.
- v) **Patient Account Code** – All account numbers must be cross-referenced with the Fire Rescue incident number. This number is in a calendar-year / incident number / patient number format, i.e., the first

incident on January 1, 2003, would be 03-000001-01.

- w) **Records Retention** – The successful Proposer shall retain all appropriate records in accordance with Florida records retention requirements.
- x) **Audit** – On an annual basis, The successful Proposer shall ensure the completion and submission of SAS 70 Audit to the TOWN.
- y) **Compliance with Federal, State, and local laws** - The successful Proposer shall comply with all applicable Federal, State, and local laws as they apply to the services being provided, such as but not limited to the Federal Debt Collection Practices Law. This further includes all requirements to maintain confidentiality for all medical and patient information as related in state and local laws or rules and regulations as well as the Health Insurance Portability and Accountability Act of 1996. The successful Proposer shall facilitate proper security of confidential information and proper shredding of all disposed materials containing such proprietary information in accordance with Florida Law regarding records retention privacy act. The successful Proposer shall provide HIPAA privacy practice requirements to all patients transported in accordance with current regulatory requirements.
- z) The successful Proposer shall limit the use, release, and distribution of confidential patient records, billing and/or collections record(s), and any such information that may be utilized in any public or private legal action(s), business dispute(s), or competitive bidding processes. The contractor shall be solely responsible for the distribution and misuse of the same. All records that are to be included are all records of medical care and/or medical treatment of patient(s), billing and/or collections record(s), or any such information that may be utilized in any public or private legal action(s), business dispute(s), or competitive bidding processes. Only records that are required for disputes regarding billing services with the Town of Palm Beach, and those utilized solely for the purpose of providing patient care information to Town of Palm Beach and/or the receiving hospital(s), and the processing or collection of financial claims may be utilized for use, release, or distribution.
- aa) The successful Proposer will authorization to sign, on behalf of TOWN, the following types of standard forms and correspondence, as designated and approved by the TOWN's Director of Public Safety: probate filings, letters to patients or their representative verifying that an account is paid in full, forms verifying the tax exempt status of the TOWN, and insurance filings and related forms. The proposer acknowledges and agrees that it has no authority to sign any

documents that impose any liability on the TOWN or legally binds the TOWN to third parties.

2. Receipt of Funds

- a) **Lock Box** – The successful Proposer shall establish a “Lock Box” for all receipts under this agreement and shall be responsible for paying all fees associated with the lock box. The successful Proposer shall work closely with the TOWN to secure a Lock Box with an institution of the TOWN’s choice. All customer and third-party receipts are to be mailed to the designated Lock Box for accounting of deposits. The successful Proposer must arrange to have copies of all deposits and back up forwarded to it from the financial institution.

NOTE: The TOWN’s financial institution will be identified to the recommended successful Proposer upon execution of the contract.

- b) **Receipt Posting** – The routine function of posting charges, receipts, account balances, etc., shall not exceed three (3) working days from receipt. Copies of all deposits and back-up information shall be provided to the TOWN within three (3) working days of deposit.

3. Reports

- a) All reports shall be accessible via an FTP or similar secure interface in an excel file format. The acceptable formats are as follows:
 - .xlsx – Excel 2013 format
 - .xlsx – Excel 2016 format
- b) **Monthly Reports** – On a monthly basis, the successful Proposer shall submit to the TOWN, at a minimum, the following:
 - **Schedule of Transport Charges and Collections** – This report shall include a summary of the following: number of transports, gross charges, adjustments, net charges, receipts, balance due, and percentages showing gross collections, net collections, and percent of paying patients – all classified by transport-by- transport month/year.
 - **Collection Schedule** – This report shall include deposit date, number of items, what was collected for today/each day, what was collected month-to-date, collected fiscal year-to-date, and collected cumulative.
 - **Monthly Billing and Collection Summary** – This report shall include transport month/year, total gross billing, less

gross adjustments, collections this month, collections to date, collected gross amount over fifty percent (50%).

NOTE: This report shall be provided to the Palm Beach Finance Department for payment of invoices and shall provide calculations of monthly fees for the third-party billing company.

- **Collection by Financial Class** – This report shall provide a summary for each transport month/year broken down by account type (self-pay, Medicaid, Medicare, private insurance). The report shall include billed amount, amount collected, percent collected, number of accounts, number of not billable collections, gross unbillable collections, total accounts, and the gross amount billed.
- **Ambulance Billing Adjustments-Write-Offs-Reversals** – This report shall include patient number, patient name, incident date, adjustment amount, adjustment or reversal, and type of adjustment.
- **Accounts Receivable by Payer Class** – This report shall include patient number, patient name, incident date, file date, payer class, amount billed, adjustment amounts, amount paid, and amount due. This report shall also include summary totals by fiscal year and payer class.
- **Report by Incident Date (in Numerical Order by Date)** – This report shall include patient number, patient name, street address, city/state, incident date, total charges (amount billed), adjustment amount, amount paid, and amount due.
- **Accounts Receivable Aged Trial Balance** – This report shall include final totals as well as the number of accounts aged for the following categories: current, over thirty (30) days, over sixty (60) days, over one hundred twenty (120) days, over one hundred fifty (150) days, and the balance.
- **Ambulance Payment Report** – This report includes patient number, patient's name, street address, city/state, incident date, check number, check amount, and payment type.

NOTE: This report shall provide the summary (as well as detail) of the total amount collected for the month with a total number of accounts and the amount collected broken down by classification of payment.

- **Report of Accounts Receivable (A/R)** – This report shall provide dollar amount as well as the number of gross billings less what was removed from A/R for the month, less payments, less adjustments/write-offs, less reversals to give the balance of A/R.
- **Insurance Receivable Report** – This report shall include transport month/year and balances, number of accounts broken down by insurance type, last page provides totals by category.
- **Ambulance Unit Report by Incident Month** – This report shall include the number of calls, gross billing, amount received, and percent of gross broken down by transport month/year and unit numbers.
- **Ambulance New Billing Report** – This report shall include the patient number, patient's name, incident date, base amount, mileage amount, total billed, call classification (ALS/BLS, etc.) for all new billings.

NOTE: At the discretion of the TOWN, some of the above reports may only need to be produced quarterly.

- **Ad Hoc Reports** – While the successful Proposer shall provide the monthly reports specified above on a routine basis, the successful Proposer may be required to generate and provide ad hoc reports, as needed by the TOWN. This may include additional monthly reports not listed above. These reports would be limited to information available in the successful Proposer's database.
- **Annotated Log Reports** – The successful Proposer shall maintain an annotated log by patient account for all contacts with the patient/customer. This shall include any insurance, billing, or collection activity. This information shall be provided when requested by the TOWN.

4. Other Services or Provisions

- a) **Commission Fees** – The successful Proposer shall be entitled to fees on all collections for billings during the contract term, and up to three (3) months after expiration or termination of the contract. The TOWN shall be entitled to a refund of fees due to refunds on collections for billing during the contract term, and up to one (1) year after expiration or termination of the contract. The successful Proposer shall provide a

monthly invoice for any fees generated during that month.

- b) **Patient Calls** – The successful Proposer will provide a toll-free telephone number by which patients may contact the successful Proposer anywhere in the Continental United States. This number shall be published on all correspondence and letterheads generated by the successful Proposer.
- c) **Patient/Customer Communications** – The successful Proposer shall provide a designated liaison for patient/payor concerns. All written or verbal communications between the successful Proposer and the patient/customer (patient or legal guardian) shall be conducted in a professional and courteous manner, and all complaints shall be investigated. The successful Proposer shall never, in any way, represent themselves in a way that might be interpreted as intimidating or threatening. All patient/customer contact, whether written, verbal, or otherwise, shall be posted to the annotated logs.
- d) **Account Representative** - The successful Proposer shall designate an account representative that is assigned to the TOWN's account for inquiries from the TOWN.
- e) **Quarterly Meeting** – During the contract term, the successful Proposer shall meet quarterly with designated TOWN personnel at a TOWN designated site for in-service training of TOWN Fire Rescue Administrative personnel and to address contractual, managerial, and/or administrative issues pertinent to the contract. During the quarterly meetings, the proposer shall provide professional assistance to TOWN in evaluating billing policies and fee schedules.
- f) **Education** – The successful Proposer shall provide in-service training to the TOWN Fire Rescue Administrative personnel on all Medicare, Medicaid, and HIPAA rules and regulations. The training shall include providing TOWN staff with all informational updates that are deemed pertinent to emergency medical services third-party billing and reporting services. Successful Proposer shall provide training in an online format via an education link for all personnel.
- g) **Request for Information** – All requests to the TOWN for Fire Rescue transport records are to be made in writing, conform Public Records Law and HIPAA regulations. Verbal requests will be denied.

5. Performance Standards

- a) The following Performance Standards will be used by the TOWN to establish the acceptability of the services provided by the

CONTRACTOR. Failure to meet may result in cancellation of the agreement.

- Average net collection rate. The benchmark for Average Net Collection Rate is measured as total collections for accounts as a percent of amount billed as measured twelve (12) months from date of service.
 - Collection Cycle. The Average Net Collection Rate for each month's billings shall meet or exceed seventy-five (75%) or more of the Average Net Collection Rate benchmark measured twelve (12) months from date of service.
- b) A report on all performance standards will be provided by the CONTRACTOR on a quarterly basis with each report due within 15 days after the quarterly reporting period. Failure to meet or exceed any or all of the performance standards for two (2) consecutive quarterly reports or for two (2) reports of the last four (4) will be considered grounds for termination of the agreement, at the sole discretion of the TOWN. All time periods shall be measured from the date transports are entered into the billing system.
- c) In addition to the performance standards designated above, CONTRACTOR will also be evaluated by TOWN staff on a regular basis regarding the quality of daily service, the timeliness of data exchange and CONTRATORS response to inquiries from TOWN staff, which shall include:
- Response to any TOWN inquiries or questions within two (2) business days.
 - The CONTRACTOR'S response to an emergency request for information within four (4) business hours.
 - Receipt of all required reports by the fifteenth (15) calendar day of the subsequent month. Performance Standards may be modified or updated on an annual basis by mutual agreement of TOWN and CONTRACTOR.
- d) For the purposes of this Request for Proposals, the following definitions apply to this section related to performance standards:
- Transport month means month in which patient is transported for any given incident.
 - Gross Amount Billed means amount initially billed for the accumulation of charges for all services provided for a given

incident, before any adjustments or write-offs.

- Net Collection Rate means Receipts/Gross Amount Billed (minus adjustments for allowances and unbillables.)
- Historical Collection Rates means collection rates defined in (C) for transport months, twelve months or more past incident month. For instance: “Historical Collection Rate” means (Receipts minus adjustments)/Gross Amount Billed for accounts nine months or older.
- Transport Fee means the TOWN approved amount for charge of specific transport services provided to patients for all incidents billed.

6. Responsibilities of the Town of Palm Beach

The TOWN shall:

- a) Provide CONTRACTOR with patient encounter information on a timely basis and in sufficient detail to support diagnosis and procedure coding. When possible, TOWN will also provide patient demographic information necessary for accurate patient identification including name, address, social security number, date of birth and telephone number. Where possible, TOWN will obtain and provide contractor with patient’s health insurance, auto insurance, or other insurance information.
- b) Provide an electronic file transmission via a software product known as “Emergency Pro” created and provided by Documed Systems International, Inc., of the Florida DOH EMS Report, or other incident reporting software that meets data reporting and HIPAA compliance regulations, which may be changed with notice to the Contractor, for each EMS transport. The TOWN currently utilizes a software product licensed by Documed Systems International but intends to transition to Imagetrend for the billing/ePCR called Emergency Pro Version 4.1, Electronic Patient Care Reporting Software.
- c) EMS staff will attempt to obtain patient billing and insurance coverage information, either on the scene or at the hospital to which the patient is transported, to obtain a medical release of records information signature from the patient, if possible, or from the receiving facility and to provide copies of such information for billing purposes. PLEASE NOTE: The TOWN is responsible to provide the transmission; the CONTRACTOR will be responsible for cost incurred to receive the transmission in an acceptable format. The

TOWN will comply with all Federal, State and local laws, rules and regulations as applicable to the services being contracted for.

- d) Provide CONTRACTOR with TOWN'S approved billing policies and procedures including fee schedules and collection protocols as stated herein. Any changes to these policies and procedures will be provided in writing and delivered to CONTRACTOR. TOWN will be responsible for engaging any third party collection service for uncollectible accounts after CONTRACTOR has exhausted its collection efforts. CONTRACTOR to follow TOWN policy guidelines as stated in **Exhibit A**, which may be modified by the TOWN.
- e) Be responsible for the review and approval for all write-offs and refunds. For refunds, TOWN shall be responsible for generating required check for payment. The Town is currently under contract with Security Collection Agency. Dollars spent \$246,265.20.