

**CITY OF FORT MITCHELL, KENTUCKY
INVITATION TO BID
EMERGENCY MEDICAL BILLING SERVICES**

The City of Fort Mitchell, Kentucky, will accept sealed bids for Emergency Medical Billing Services for the City Building from January 1, 2020 through December 31, 2024. Copies of the specifications may be obtained on our website, www.fortmitchell.com. The bids will be accepted by the City Clerk, 2355 Dixie Highway, Fort Mitchell, Kentucky, 41017 until **10:00 a.m.** (local time) on December 5, 2019. The bids received will be opened and publicly read aloud at that time. Said bids shall be received in a sealed envelope marked "2019 EMS Billing". The City reserves the right to reject any and all bids, the right to waive any informality or irregularity in any bids, and the right to negotiate with the bidder submitting the apparent lowest and best bid. Preference for Kentucky resident bidders will be applied in accordance with Kentucky law.

INSTRUCTIONS TO BIDDERS

1. Each bid must be signed by the bidder with his/her usual signature. Bids by a partnership, corporation, or limited liability company must be signed by a representative authorized to legally bind the entity, followed by the signature and title of the person signing.
2. Bids must be received prior to the specified time of closing as designated in the invitation. Bids received late will be returned unopened to the bidder.
3. Bids containing erasures or corrections thereon will be rejected unless said erasures or corrections are noted over the initials or signature of the bidder.
4. References in the Technical Specifications describing the material, supplies, or services required of a particular trade name, catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work described. They should not be construed as excluding offers on other type of materials and supplies or of performing the work in a manner other than specified. However, the bidder's attention is called to Paragraph 6 of the General Conditions which must be strictly adhered to.
5. Bids shall include a completed Bid Pricing Sheet, along with any other materials specified in the Special Conditions. Bids are to be mailed to or delivered to the Office of

the City Clerk, City of Fort Mitchell, 2355 Dixie Highway, Fort Mitchell, Kentucky 41017. **ALL BIDS MUST BE RECEIVED ON OR BEFORE 10:00 a.m. December 5, 2019.** Bids will be accepted and publicly opened at that time. Bids shall be sealed in an envelope, which is clearly marked on the exterior Emergency Medical Services (“EMS”) Billing.

6. Proposals received after that time, regardless of any postmarks or other delivery date/time indicators, shall not be considered. Faxed or e-mailed proposals are not accepted. Proposals shall be signed by an authorized representative of the bidding company.

GENERAL CONDITIONS

1. The City reserves the right (a) to reject any and all bids; (b) to waive any informality or irregularity in any bids; (c) to negotiate with the bidder submitting the apparent lowest and best bid; (d) to use its discretion in determining which, if any, bid it intends to accept; (e) to accept any item or group of items in the bid.
2. In case of default by the bidder or contractor, the City of Fort Mitchell may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
3. Prices shall be stated in units of quantities specified.
4. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the City against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract, and the bidder further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, its employees, servants, or agents.
5. Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance.
6. All bids shall remain valid for a period of ninety (90) days after bid opening unless a longer period is otherwise stated herein.
7. All federal, state, and local law requirements must be followed.
8. Bids will be evaluated and awarded on the following basis lowest and best bid
9. “Responsible bidder” means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

10. A conflict between Special Conditions and General Conditions shall be construed in favor of the Special Conditions.
11. Pursuant to KRS 45A.490 to 45A.494, prior to a contract being awarded to the lowest and best responsible and responsive bidder whose bid meets specifications, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder. A copy of KRS 45A.490 to 45A.494 is enclosed and made a part of this Invitation to Bid. Any bidder wishing to claim a preference as a resident bidder must complete the enclosed affidavit.
12. Unless otherwise indicated, the successful bidder will be required to enter into a Contract with the City of Fort Mitchell, which is enclosed.
13. Contractors shall not discriminate on the basis of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin. The contract to be executed by the successful bidder will contain the non-discrimination language required by KRS 45.570.

SPECIAL CONDITIONS

The City of Fort Mitchell (“CITY”) is requesting proposals from qualified Contractors to provide ambulance billing, collection (from ambulance transport clients and/or their insurance carriers) and financial reporting. Fort Mitchell Fire Department presently uses Safety Pad for patient care reporting. This includes complete management of the billing process from patient transport to account closure. This request for proposal (“RFP”) defines the minimum scope of services and outlines the requirements that must be met by Contractors interested in providing such services. Contractors shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in performing the service. Contractors are advised to read all sections of this RFP before submitting a proposal.

Submission of any proposal signifies the Contractor’s agreement that the proposal and the content thereof are valid for 90 days (three months) following the submission deadline and will become part of the contract that is negotiated between the CITY and the Contractor. All prices submitted with the proposal shall remain in effect for the 90-day period.

The CITY reserves the right to award and/or reject any and/or all proposals and waive any technicalities, formalities, or irregularities, and to negotiate with the apparent qualified bidder to such extent as may be determined by the CITY. The RFP selected by the CITY will not be awarded solely on the basis of cost, rather will be awarded to the proposal which best satisfies these specifications and the needs of the CITY. Preference for Kentucky resident bidders applies in accordance with Kentucky law (KRS 45A.490 to 45A.494; 200 KAR 5:400). Further, the City requests bidders have a proven history in EMS Billing, meeting all specified criteria.

The awarded contract will be effective from the date of the signed agreement for a period of four years. The CITY or Contractor may terminate the agreement without cause provided that notice of termination is given to the other party six months prior to termination.

1. Statement of Work

The purpose of this Request for Proposal (RFP) is to invite prospective Contractors to submit a proposal to supply Ambulance Transportation Billing Services to the CITY. Patient care reports are presently completed via Safety Pad EPCR software. The RFP provides the Contractor with the relevant operational, performance, and application requirements for the scope of the project

2. General Information

The CITY provides both fire and advanced life support emergency medical services, operating out of one station. Fort Mitchell Fire Department currently has two Ambulances, both ALS, two Engines, a Ladder Truck and multiple staff vehicles. Fort Mitchell Fire Department provides fire and EMS protection for the City of Fort Mitchell, The City of Lakeside Park, and parts of the City of Crestview Hills, totaling approximately 5.5 square miles and provides services to approximately 14,500 residents.

The Contractor will need to provide the following:

- Ambulance Transportation Billing: The Contractor will bill all customers in accordance with all State and Federal Laws. After two billings, copayments and deductibles will be written off for patients that are in district or employees of the Cities of Fort Mitchell, Lakeside Park and Crestview Hills. The EMS billing company must be able to identify in district patients. The Contractor will provide the CITY with a client services representative who acts as a liaison between the CITY and the billing company.
- Software: The billing and patient care reporting software used is Safety Pad which has been customized to meet the needs of the CITY as well as following all data collection requirements as set forth by State and Federal agencies. The software provides searchable fields for reporting statistical analysis, quality improvement, as well as many other options and allows the administrator to export any report into Microsoft Excel® or Adobe®. The EMS Billing system needs to be able to work with the information from Safety Pad

3. Proposal Preparation

In responding to this RFP, the Contractor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to the CITY as necessary to gain such understanding. The CITY reserves the right to *disqualify* any Contractor who demonstrates less than such understanding. Further, the CITY reserves the right to determine, at its sole discretion, whether the Contractor has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the CITY.

Inquiries, questions, and requests for clarification related to this RFP are to be directed in writing to Lieutenant Jeff Hampton, Fort Mitchell Fire Department, jhampton@fortmitchell.com.

4. Proposal Requirements

All respondents are requested to provide the information cited below, as well as any supplemental information that you feel provides a comprehensive view of the Contractor, the proposed design team, and the Contractor approach to this project. However, information should be presented in a clear and concise manner.

- A City of Fort Mitchell Bid Form that should include the Contractor's name, address and telephone number, including the name, title, address, telephone number and email addresses of the primary contact.
- A statement of interest and qualifications including the Contractor's specific abilities and expertise to provide the required professional services related to the proposed requirements.
- A brief (maximum three-page) proposal summary that describes how the Contractor intends to meet the stated requirements. Include any concerns regarding scheduling, concept, or expectations.
- Provide some detail of the billing system and billing and collection processes utilized.
- Provide a detailed explanation of payment collections and ultimate deposit to the CITY's bank account. Include in the explanation a description of the internal controls employed by the Contractor to safeguard the CITY'S funds.
- Provide a description of refund process.
- Provide copies of sample reports required by this RFP.
- References of at least three clients for which your firm has provided similar professional services in the last three years. Please include current contact information (name, telephone, and email) for each reference.
- Describe and discuss the Contractor's compliance program and how the program meets or exceeds the requirements of CMS, HIPAA and NEMESIS.
- Describe any services provided by the Contractor that are not covered by the RFP, but would assist the CITY in enhancing its collections.
- Provide a copy of a completed 2015 SSAE #16 SOC II audit report. If the Contractor does not have a SSAE #16 SOC II audit report, state why.
- Please provide a brief (maximum three pages) summary that describes how your firm will transition the CITY from their current provider.
- Provide documentation of active/current Certified Ambulance Coder Certification (as provided by the National Academy of Ambulance Coding) for proposed vendor staff utilized in the processing of claims.
- The cost proposal shall be submitted separately, please include all services and associated fees. The proposal shall itemize all services including, if relevant, hourly rates for all professional, technical and support personnel, and other charges related to the completion of the work. The proposal shall separately describe costs associated with both billing and collection services.
- The proposal should be complete and require no further explanation. Before the award of the contract the Contractor may be required to demonstrate any and/or all aspects of the Scope of Services.
- If the Contractor proposes to address a requirement in a manner different from the RFP specifications, the Contractor shall provide an explanation on a separate piece of paper of how that requirement will be met and demonstrate that the alternative is equal to or preferable to the requirement in the RFP.
- Contractor shall procure and maintain for the duration of the Agreement, the following insurance coverage:

- A. Commercial General Liability insurance on ISO form CG00011001 (or a substitute providing equivalent coverage). The limit shall not be less than \$1,000,000 per occurrence.
- B. Cyber Liability Insurance Coverage for a minimum of \$1,000,000. *The City of Fort Mitchell must be named as an Additional Insured; the certificate shall specify that the coverage afforded is primary and non-contributory with respect to any other coverage available to the City of Fort Mitchell.*

5. Scope of Services

This section outlines the minimum contract requirements for ambulance billing, collection, financial reporting, and analytical services. The CITY desires to pursue a partnership to build an optimal revenue cycle. The minimal requirements are listed here, however, The CITY is open to alternatives to meet the requirements that may or may not be described below.

Billing

- The Contractor shall be able to prepare invoices according to the rates established by the guidelines and procedures established by the firm and the CITY, and all applicable laws and regulations including those for Medicare and Medicaid services (CMS).
- All invoices shall also be billed in compliance with the Fair Debt Collection Practices Act. Electronic filing is the preferred method of filing invoices to appropriate parties, including insurance companies, Medicare and Medicaid if applicable.
- The CITY shall approve all forms and correspondence. The Contractor shall utilize available resources and databases to obtain billing insurance information on private pay patients. The expectation of the CITY is that the initial invoices will be processed within three business days of the electronic posting of the billing file on the Contractor's secure server, according to the agreed upon process for various claim types.
- The Contractor shall obtain all necessary insurance information, including but not limited to motor vehicle insurance, ensuring appropriate billing where applicable.
- The Contractor shall not outsource or sub-contract any billing and or collections outside of the agency or the Continental United States of America.

Collections

- The Contractor shall process all claims according to timelines defined by the CITY and the Contractor. The claims should be divided into four revenue categories: Medicare, Medicaid, Insurance, and Private Pay. Claims shall be appropriately re-categorized after receiving payment from the primary payer. Denials for Medicare and Medicaid shall be processed according to the timelines defined by the Contractor and the CITY.
- Customer service shall be provided from 8:00 am to 5:00 pm Eastern Standard Time (EST), using a Contractor supplied phone number. An 800-number for out-of-area or out-of-state customers shall be provided. Contractor's phone system must be able to accept voice mail messages and route to appropriate person. The successful Bidder must make a good faith effort to contact customers within 24 business hours after initial contact from the customer. The successful Bidder will treat all debtors fairly, with professionalism, honesty and integrity while obtaining the maximum results. The CITY will be the final arbiter of disputes between the successful Contractor and customers. The CITY's decision will be final.

- All funds collected by the Contractor must be electronically transferred to the CITY in a manner and time mutually agreed upon by both. Fees charged by the Contractor for billing and collection services will be based upon “net collections”. The CITY regards “net collections” as total funds collected less refunds issued as a result of overpayments or erroneous payments.
- An active Quality Assurance and Internal Auditing Control program for detecting, correcting, and avoiding process errors shall be maintained and demonstrated to the satisfaction of the CITY.
- The Contractor shall provide detailed information describing how refunds are processed.

Accounting and Reporting

- Accounting for all billing pursuant to Generally Accepted Accounting Principles shall be provided on a monthly, quarterly, and annual basis, or as requested by the CITY. This shall include monthly auditing by the successful Contractor to ensure accuracy of bills. Reports should be submitted electronically either via email or secure server. Reports should be provided in MS Excel and/or as PDF documents when requested. Other reports may be requested on an as-needed basis. Reports may need to be modified periodically on specific issues or needs that arise. Please specify the process to add/change or delete specific reports.

Reports shall at a minimum, include the following:

- A monthly revenue report showing all transports billed. At a minimum, the report should include the date of service, incident number, patient name, origin, destination, procedure code, and gross charges.
- A report showing transports that cannot be billed including the reason the transport cannot be billed.
- A report showing the number and amount of claims filed with Medicare and Medicaid, including the confirmation information from Medicare or Medicaid acknowledging receipt of the claim.
- A monthly outstanding aged accounts receivable report sorted by payer including a total outstanding aged report. The report should show four categories of outstanding accounts: 30, 60, 90, and more than 120 days outstanding.
- A reconciliation report showing the amount of cash receipts posted and how the amount ties to the bank deposits. Provide an explanation of any cash that is unable to be posted and include the reason.
- Monthly listing of all refunds processed for the month.
- Monthly report of all account denials broken down by payer and then by type of denial.
- A report of all claims denied by Medicare and Medicaid.
- Monthly reports of any and all disclosures or releases of data or information, and the reasons therefor.
- Monthly report of all claims written-off during the month.
- Other reports on an as-needed basis that would be useful to the agency in monitoring and evaluating the CITY accounts receivable process.
- The CITY reserves the right to audit the records of the Contractor related to the CITY billing. The Contractor shall make and keep full and complete records and books of

accounts of revenue and income, costs and expenses that specifically relate to performance under this contract. Records and books of account, together with any or all other memoranda pertaining thereto that may be kept, maintained or possessed by the Contractor, shall be open to examination during regular business hours by the CITY or its representatives for the purpose of inspection, auditing, verifying, or copying the same or making extracts there from. The Contractor shall make and keep said records and books of account in accordance with generally accepted accounting principles.

6. Criteria for Selection

The selection will be based on the responses to this RFP which best meet the following:

- Meets all requests for information, conditions, and miscellaneous instructions as outlined herein, and the clarity, completeness, and comprehensiveness of the proposal.
- References of current customers within the state of Kentucky of the proposed services, verifying service levels and capability of the bidder to provide a thorough solution.
- Providing the medical billing services and accounts receivable which best addresses the CITY'S goals and objectives.
- The bidder with demonstrated customer service and support, communications, and performance that have the capability, and financial strength to meet the Scope of Work.

BID PRICING SHEET

Bid for Emergency Medical Services (“EMS”) Billing.

Bid for Billing Services: \$ _____

Total Bid: \$ _____

Non-Collusive Bid Statement: The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that: (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the bid, designed to limit independent bidding or competition, and (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated by any such person prior to the official opening of the bid.

Signature of Authorized Official

Name and Title (printed)

Legal Name of Business

Address

Address

Telephone Number

Date

Affix seal below if bid is by corporation.

This seal was herewith affixed in the presence of:

Signature _____ Title _____

RESIDENT BIDDER PREFERENCE

KRS 45A.490. Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) “Contract” means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) “Public agency” has the same meaning as in KRS 61.805.

KRS 45A.492. Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

KRS 45A.494. Reciprocal preference to be given by public agencies to resident bidders — List of states — Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers’ compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

