

REQUEST FOR PROPOSALS AND REQUIREMENTS FOR AMBULANCE BILLING AND COLLECTION SERVICES

INTRODUCTION

The Fort Myers Beach Fire Control District (hereinafter “District”) is requesting proposals from qualified responders who are able and interested in providing EMS ambulance billing and collection services to the District, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The District provides EMS ambulance services within the District’s geographic boundaries and outside District boundaries when units are the closest response available. The District bills customers or their insurance for such services. The District currently bills 1200 to 1400 calls per year and utilizes a third party vendor for billing and collection services.

RESPONSE ELEMENTS

All responders shall prepare a proposal for providing the District with ambulance billing and collection services, as well as other related ancillary services. The response shall include, but does not have to be limited to, the following information:

A. General Information and Requirements

1. The name and address of the responder must be provided including any fictitious name used pursuant to Florida law.
2. Evidence of good standing in the form of a current certificate from the Florida Department of State, or the equivalent from the state where the responder is incorporated, and the name of a responsible officer(s) of the entity must be provided.
3. A list of no less than five representative government clients having a similar number of annual billings as the District, preferably in Florida, and references the District may contact.
4. Six (6) copies of the completed proposals and one (1) electronic proposal, including all of the listed information, shall be sealed and delivered to Jane Thompson, on or before Friday, June 10, 2022, at 3PM. at the District Headquarters located at 100 Voorhis St., Ft. Myers Beach, Florida 33931.
5. Proposals received after the deadline will not be accepted under any circumstances. Late responses will be returned to the responder unopened.
6. Faxed responses and electronically mailed responses will not be accepted.

B. Proposal Specifications

1. Firm Qualifications
 - a. An overview of the responder, including the number of offices, number of officers and staff by department (billing, collections, reviewers, customer service, etc).
 - b. The number and type (city, county, and/or District) of governmental clients served.
 - c. A description of any lawsuits or disciplinary actions that have been instituted or proposed against the responder during the last three years which includes a description of the final or expected outcome.
 - d. Evidence of knowledge of applicable Florida law and Federal law related to ambulance billing and collection services for local governmental institutions, including compliance with laws related to the protection of privileged customer information.
2. Staffing
 - a. Please indicate the management structure or organization to be utilized for accomplishing ambulance billing and collection services in compliance with Florida law and Federal law.
 - b. Each responder shall provide written verification of the existence of Workman's Compensation insurance coverage as required by law as a part of its response.
3. Approach to EMS Ambulance billing and collection
 - a. Please describe, in detail, the specific policies, procedures and time frames between actions (if applicable) used for the following activities:
 - i. Receipt of ePCR and related information from the District;
 - ii. Verification of ePCR and related information;
 - iii. Validation of patient's insurance status;
 - iv. HCPCS and other required coding procedures;
 - v. Data entry;
 - vi. Claims processing;
 - vii. Invoice and statement generation;
 - viii. Claims submission;
 - ix. Payment posting;
 - x. Account follow-up, including Medicare and Medicaid claims;
 - xi. Appeal processing;
 - xii. Co-insurance and supplemental insurance processing;
 - xiii. Private pay account processing and follow-up; and
 - xiv. Establishment of patient payment plans.

- b. Please describe, in detail, the specific policies, procedures and time frames used to identify and process:
 - i. Accounts for write-offs;
 - ii. Financial hardship adjustments;
 - iii. Accounts to be turned over to a collections agency;
 - iv. Identifying and effectuating refunds and credit balances;
 - v. Customer service communications, including non-English speaking customers; and
 - vi. The establishment and use of third party payer relationships.
- c. Each responder must describe the timing and the method of payment to the District of money collected on the District's behalf from the responder's billing services.
- d. Each responder shall have a Documented Compliance Program in place and operational. A copy of the Compliance Program shall be provided with the proposal that should be a self-assessment on billing, documentation, medical necessity, etc.
- e. Each responder must provide examples of reports available to the District related to the ambulance billings, collections, and monthly reconciliations as a part of their proposal.
- f. Each responder must provide information pertaining to patient and District internet access to billing and collection data.
- g. Each responder must describe the policies and technological security systems in place to ensure compliance with federal (HIPAA) law and state law governing the security and protection of confidential customer/patient information. (Each responder must be willing to execute the District's Business Associate Agreement concerning HIPAA compliance.)
- h. Each responder must provide a detailed implementation plan with time line and details of transition that should include training of District personnel as appropriate.
- i. Each responder can provide the District with multiple alternative ambulance billing and collection methods for the District's review and consideration.
- j. Each responder must describe the fees and costs the District will be charged for all contractual services, including but not limited to, ambulance billing and collection services, patient HIPAA mailings, performance survey mailings, and annual audit documentation for the first year of a contract term, together with any future adjustments that are anticipated to the above described fees and costs. Also, please describe the method and frequency of the payment of fees and costs for ambulance billing and collection services.

C. Term of Contract

It is anticipated that the District and the selected responder will enter into contract negotiations for a contract term of three years with the possibility of contract extensions.

It is also anticipated that either party will be authorized to unilaterally terminate the contract between them at any time upon written notice of termination.

D. Inquiry/Inspection

Any interested responder is invited to make inquiry regarding any issues related to the contents of this request for proposals and the contractual services being sought by the District. All questions should be directed to Jane Thompson in writing on or before 4PM Wednesday, June 1, 2022.

E. Selection Process

1. All timely delivered responses will be reviewed to verify that they are fully responsive to the requirements of this request for proposals.
2. The District may conduct such investigations as the District deems necessary and appropriate to assist in the evaluation of any response and to establish the responsibility, qualifications, and financial ability of any responder.
3. By submitting a response, each responder recognizes and agrees that the District may reject its response based upon the District's exercise of its sole discretion. Every responder waives any claims it may have for damages or other relief resulting directly or indirectly from the rejection of its response based upon any ground whatsoever including the District's exercise of its sole discretion and the District's disclosure of or refusal to disclose any pertinent information related to the reasons for the District's rejection of said response.
4. All responses that are determined to be timely delivered and fully responsive will be reviewed by the RFP Committee at a meeting open to the public on Tuesday, June 14, 2022 at 9AM at the District's headquarter facility located at 100 Voorhis Street, Fort Myers Beach, Florida 33931.
5. The Committee will evaluate each proposal and rank the top three responses. Factors to be considered in selecting firms include, but may not be limited to:
 - a. Experience and qualifications (including references);
 - b. Technical approach and processes;
 - c. Compliance;
 - d. Operational stability (backup and security systems);
 - e. Reports and flexibility for customization;
 - f. Quality and Completeness of response;
 - h. Cost for ambulance billing and collection services.
6. Within five business days of the final selection/ranking of the responder(s) by the Committee, all responders will be notified of the Committee's selection.

7. The Committee may, in their sole discretion, invite the responders to discuss their proposals and/or provide a demonstration of their system.
8. The Committee will provide the ranking list, recommendation and all RFP information to the Fire Chief for review. Once the Fire Chief makes a final decision, the District will then enter into contract negotiations with the selected or highest ranked responder in an effort to reach a complete contractual agreement with the selected or highest ranked responder for the provision of ambulance billing and collection services.
9. If an agreement cannot be reached with the selected or highest ranked responder, negotiations shall be formally terminated and the District will then enter into contract negotiations with the second highest ranked responder, if any, and if contract negotiations are still not successful, the process for negotiating with each next ranked responder will continue until a contract is successfully negotiated. If the District is not successful in negotiating a contract with any of the selected responders, the District may, but is not required to, elect to initiate a new request for proposals and begin the request for proposals selection process over from the beginning, or the District can reopen contract negotiations with any previously selected responder, or the District can choose to take any other action which the District deems to be in the best interests of the District.

F. Withdrawal of Proposals

Proposals may be withdrawn either in writing or in person through an authorized representative at any time prior to the submission deadline. Once opened, responses may not be withdrawn or modified except to the extent agreed to by the District.

G. Public Inspection of Proposals

Proposals may be made available for public inspection as provided by Florida law, including Chapter 119, Florida Statutes.

H. Right of Rejection

In all instances, the District shall have the unilateral right to reject any and all proposals and waive any and all deficiencies or irregularities in any proposals submitted by any responder in the District's sole discretion. Further, in all instances, the District reserves the right to re-advertise for additional responses to the request for proposals, in its sole discretion.

I. Public Entity Crimes

The District requires submission of a sworn statement regarding Public Entity Crimes which must be signed, notarized and submitted with each response. A form for this purpose is attached hereto as Exhibit A.

J. The District requires submission of an E-Verify Form certifying registration and compliance with Florida Statute Section 448.095 as Exhibit B.

K. Costs of Response Preparation

All costs incurred by any responder in the preparation of a response to this request for proposals shall be borne exclusively by the responder and the District shall in no instance be liable for any costs incurred by any responder.

L. Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. These purchases are independent of the agreement between Buyer and Contractor, and Buyer shall not be a party to such transactions.