

City of West Des Moines Emergency Medical Services

Request for Proposals for Ambulance Billing Services

Date of RFP: September 3rd, 2021 Submission Deadline: October 13, 2021

REQUEST FOR PROPOSALS FOR AMBULANCE BILLING SERVICES CITY OF WEST DES MOINES, IOWA

The City of West Des Moines is seeking proposals from qualified firms for ambulance billing services. The Request for Proposal (RFP) may be obtained by e-mailing Fire/EMS Chief Craig Leu, at craig.leu@wdm.iowa.gov. Copies of the RFP are also on file in the City Clerk's Office and may be obtained by visiting City Hall, 4200 Mills Civic Pkwy, West Des Moines, Iowa 50265. The right is reserved by the City of West Des Moines to reject any or all proposals without prejudice.

On Wednesday, September 29, 2021 at 10:30 AM (all times Central Time) a mandatory pre-proposal conference will be held virtually via Microsoft Teams. Firms having an interest in providing the ambulance billing services described in the RFP must be represented to continue in the evaluation process. Interested firms must e-mail a request to attend the conference remotely by 5:00 PM on Monday, September 27th, 2021, to Craig Leu at craig.leu@wdm.iowa.gov.

Please note that written inquiries regarding this proposal need to be made by 4:00 PM on Friday, October 1st, 2021. Inquiries which are submitted prior to the pre-proposal conference will be addressed at the conference if possible. The City's responses to any other questions will be addressed by issuing an addendum no later than the end of business on Tuesday, October 5th, 2021.

To be considered for this engagement your firm must meet the qualifications and satisfy the requirements set forth in the RFP. Completed proposals clearly marked "Proposal for Ambulance Billing Services" must be received by the City Clerk at 4200 Mills Civic Parkway, Suite 2E, P.O. Box 65320, West Des Moines, Iowa 50265-0320 by 2:00 PM on October 13th, 2021. Late proposals will not be considered.

In all cases, only written communications are binding upon the City.

Failure to supply any information requested to accompany proposals is cause for rejection of the proposal as non-responsive. The City reserves the right to request additional information from any Proposer if clarification is needed.

Proposals may not be withdrawn for sixty (60) days from the opening date to allow for a full evaluation and to make an award deemed in the best interests of the City.

The City reserves the right to reject any and all proposals.

BILLING PROPOSAL COVER SHEET

OFFEROR NAME:
ADDRESS:
EMAIL:
CONTACT:
PHONE: FAX:
1. Complete proposal attached: 2. Total number of certified billers/coders: CAC (NAAC): CPC (AAPC): Other (describe): Total number of all coders: 3. Pricing Flat fee per claim: Percentage of collected revenue:
4. Written compliance program in place?YN
5. Billing software system utilized:
6. Total number of employees:
7. Number of years in business:
8. Approximate annual volume of claims processed:
9. Number of claims that you process for your largest provide:

City of West Des Moines Request for Ambulance Billing Services Proposals

Objective

City of West Des Moines ("City") current bills for its EMS/Ambulance services internally and is looking to outsource this function. The City is enrolled with Medicare as a Part B supplier and is licensed by the State of Iowa.

The City is searching for a competent medical billing company ("successful contractor") to perform EMS billing on a contractual basis. The initial term of this contract will be for one year with options to renew, at City's discretion. In addition, the City is seeking an entity that is willing to perform various oversight, training, and compliance-related functions for its organization. The entity will provide comprehensive and legally compliant EMS billing services.

This Request generally outlines the services that the City is seeking and invites qualified entities (referred to as "offerors") to submit proposals to the City describing their billing operations and why they are well suited to serve as City's billing and compliance agent.

Instruction for Submission

Pre-Proposal Conference (Mandatory)

There will be one (1) mandatory pre-proposal conference held at 10:30 a.m. on Wednesday, September 29, 2021, which will be held virtually via Microsoft Teams (participants may also participate via telephone). Firms expressing an interest in providing the services described in this RFP must be represented at this conference to continue in the evaluation process. Interested firms must e-mail a request to attend the conference remotely by 5:00 p.m. on Monday, September 27, 2021, to Craig Leu at craig.leu@wdm.iowa.gov.

The purpose of the pre-proposal conference will be for the City to further explain the proposal process and provide a general overview of the City, as well as to allow interested firms an opportunity to ask questions about the RFP after having an opportunity to review its specifications.

Offerors must submit a fully executed proposal, prepared in narrative format. Proposals, subject to the conditions in this request, should be submitted <u>either</u> by courier (US Mail, FedEx, etc.) or via electronic mail in a single PDF (preferred) or Microsoft Word document to appropriate address:

• *Via Courier/USPS:* City of West Des Moines

City Clerk's Office 4200 Mills Civic Parkway, Suite 2E P.O. Box 65320 West Des Moines, Iowa 50265-0320

• Via Electronic Mail: ryan.jacobson@wdm.iowa.gov

Interpretations and Clarifications

Questions must be addressed to the individual listed below. They will be received until 4 PM Central Time on Friday, October 1, 2021. Questions must be submitted (hand delivery, mail, email, fax) in written format only. Reponses to questions will be emailed to all proposers via RFP addenda.

Contact Information

The sole point of contact for this RFP is:

Craig A. Leu EMS Chief craig.leu@wdm.iowa.gov

Timeline

Proposals must be received by 2 PM Central Time on Wednesday, October 13, 2021. The anticipated contract award date is November 1, 2021. The contract commencement date is to begin as of the date set forth in the final contract between the parties.

Background

West Des Moines EMS is a municipal emergency medical services company that serves the people of West Des Moines. We cover an area that is approximately 53.2 square miles, responding to the needs of around 70,000 citizens. We are a third service organization.

In 2020, we responded to 11,026 calls. In 2019, the department responded to 10,285 calls. In the current year (2021) the department is on pace to respond to approximately 14,000 calls for service.

The EMS department is made up of a staff of approximately 80 personnel, full-time and part-time. Three full-time city ambulances respond to 911 calls 24/7. Two full-time ambulances transport patients for Unity Point Health – Des Moines 24/7. The department also staffs additional ambulances during peak times for 911 response and hospital transport.

The City's fee schedule* is attached as appendix "A".

*This fee schedule is subject to change and a current list of charges will be provided to the successful contractor.

Scope of Services

The successful contractor will provide the following services to the City in accordance with the terms of this Request and any subsequent agreement. Offerors should describe how they plan to fulfill each of the duties listed below and are free to offer suggestions and alternate solutions that could be beneficial to the City.

Services must be performed in compliance with all applicable laws and regulations, including, but not limited to, the Social Security Act, the Fair Debt Collection Practices Act, and the Health Insurance Portability and Accountability Act ("HIPAA"). Offerors shall describe their billing compliance and HIPAA compliance programs.

A. Transition Activities

The successful contractor will assist the City in completing all of the steps necessary to facilitate ambulance billing. This includes, but is not limited to, making any necessary changes to the City's Part B supplier enrollment form, Medicaid enrollment form, or other additional forms or materials, and submitting them as appropriate, including revalidation requests for Medicare.

B. Field Data Collection/ Integration

The successful contractor shall have the ability to expediently receive, assemble, and process all of the information that is necessary for electronic claim submission. Sources of necessary information include, but are not limited to: (1) electronic patient care reports (PCRs); (2) physician certification statements (PCSs); (3) advance beneficiary notices of noncoverage (ABNs); (4) dispatch information; and (5) patient signature information. The successful contractor will provide the interface between the City's field data collection system and the contractor's system. The City currently utilizes ZOLL tablet ePCR software for collection of its field data but is actively evaluating other software solutions.

If the offeror proposes to provide turnkey field data collection solutions, including hardware and software, it will provide the City with e-PCR software that can interface with billing software to maximize the most efficient billing methods. The proposal must describe how e-PCR's will be provided to the contractor for billing. The offeror will also provide evidence of its ability to provide an automated reconciliation report on all e-PCRs imported during a given time frame, to be provided on-demand by the City and as often as necessary to ensure the transmission of data is being executed without issue.

C. Compliance

The City will provide the successful contractor with all available trip documentation as soon as possible after services are rendered. The contractor will then review that information for completeness, eligibility for reimbursement, and compliance with applicable laws, regulations or payor rules. At a minimum, the successful contractor shall verify that it has obtained the following information for each transport (if available):

- Dispatch information including: call origin (911, facility, etc.), actual requested services, and level of dispatch (BLS, ALS, etc.);
- Patient information such as: patient demographics, chief medical complaint, type of care furnished, any medications administered, and any procedures performed;
- Field personnel information including legible signatures from the personnel furnishing the services and documentation of their credentials (EMT, etc.);
- Transport information such as: origin and destination of the transport, run times, and mileage tracked to the nearest tenth of a mile using vehicle odometer readings;
- Applicable insurance information;
- Proof that a HIPAA Notice of Privacy Practices (NPP) was furnished in accordance with HIPAA regulations;
- Complete and accurate PCS forms, when required by Medicare, with an appropriate signature, legible name, and signer credentials;
- Documentation of compliance with Medicare and other applicable payor signature requirements;
- Complete and accurate ABN forms, when required by Medicare; and
- Other documentation required for claim submission or payment.

In the event the successful contractor determines that the City has not submitted complete and accurate information, the successful contractor is expected to immediately notify the City of this fact and will request any additional information that is needed. The successful contractor is also expected utilize other available resources such as: insurance databases, facility personnel, the patient, the patient's family, or other responsible parties to obtain necessary information. Offerors shall explain in their proposal what insurance verification tools they intend to use to help ensure that it will not submit any claim until it has gathered complete and accurate information (and all other eligibility requirements are met).

The successful contractor is also expected to ensure that all patients are provided any required notices of their rights and responsibilities under applicable laws. In the event that City personnel failed to provide such notices (*e.g.*, Notice of Privacy Practices or claim submission signature), the successful contractor will be expected to furnish the appropriate notice to the patient and track that action. The offeror shall describe in its proposal how it intends to meet this requirement.

D. Data Entry and Claim Submission

The successful contractor is expected to promptly prepare and submit electronic claims deemed complete and eligible for reimbursement to the patient or patient's appropriate payor/insurer. The successful contractor will be solely responsible for electronic data entry on claim forms and for appropriately coding all claims in accordance with applicable laws, regulations and payor rules. The successful contractor will be responsible for pre-billing review to verify that all requirements for reimbursement, legal and otherwise, have been met. Offerors shall describe procedures for preparing and describe how these procedures are designed to ensure compliance with applicable laws and payor rules.

The successful contractor is expected to utilize intelligent technology throughout the billing process. Therefore, each offeror must explain in its proposal any proprietary or third-party applications and solutions it employs and provide a summary overview of its current IT infrastructure.

Additionally, each proposal shall explain the offerors approach to disaster recovery.

It is expected that the successful contractor will have a website designed specifically for clients, and another for patients. Both websites shall be explained in enough detail in the proposal so as to provide City with an adequate understanding of the offerors website capabilities and functionality.

E. Claim Denials and Rejections

The successful contractor will be responsible for resolving payment denials and rejections from payors and is expected to contact all appropriate parties the resolve the issue. If required, the successful contractor will update the billing information and resubmit the claim to the appropriate payor. The successful contractor will be responsible for handling all claims related correspondence that is returned or rejected and is expected to will research, correct, and dispatch returned correspondence to the proper party.

F. Accounts Receivable and Transaction Posting

The successful contractor will promptly post payments made on the City's behalf following the receipt of those payments. All payments (checks, cash, money orders, credit cards) shall be to be payable to the City and will be deposited in an account designated by the City, without withholding any contractor fees, expenses, or commission. In no event shall any offeror propose a payment arrangement that would violate Medicare's reassignment rules.

The successful contractor shall receive and keep on file an Explanation of Benefits ("EOB") and all documents associated with the billing process. This includes

documentation for Medicare, Medicaid, and all other payors. The successful contractor will be responsible for the posting of payments to the appropriate patient account, updating insurance information on individual patient accounts, and general patient account maintenance. In addition, the successful contractor shall:

- Process payments received
- Issue refunds
- Manage correspondence from all payers
- Absorb all payment-related processing fees at no cost to the City. This includes but is not limited to ACH fees, NSF fees, and credit card transaction fees.

G. Collection of Copayments and Deductibles

The successful contractor is expected to make reasonable collection efforts for the collection of copayments, deductibles or other patient balances when required by law. This includes the preparation of invoices and reminder statements to patients, supplemental insurers or other financially responsible parties at intervals agreed upon by the City and the successful contractor.

H. Delinquent Account Follow Up

For any patient accounts with an outstanding balance, the successful contractor shall contact the responsible party at a minimum of thirty (30), sixty (60), and ninety (90) calendar days after the original service date. The successful contractor will be responsible for all expenses incurred in following up on delinquent patient accounts. The successful contractor will not be authorized to write off or adjust patient accounts and the City shall determine where such accounts will be forwarded to. The contractor will suspend the billing and follow up efforts on any account when directed by the City to do so. The offeror shall describe its process for referring delinquent accounts for collections, and or any internal collection activities it can perform. Although the City currently has a relationship with a third-party collection agency, should the offeror have in-house collection options, or a contracted collection agent, the City is amenable to using the collection services of the successful contractor. If directed by City, the successful contractor will be expected to transfer the account electronically to a collection agency as approved by the City. The offeror and its collection agency shall be intimately familiar with and utilize as a routine part of any collection services, the State of Iowa's Offset Program. The Offset Program is a method used to collect money owed to the State and its Agencies (including the City) under the authority of Chapter 8A.504 of the Code of Iowa.

Offerors shall describe their ability, desire, and willingness to pursue litigation on behalf of the City related to delinquent accounts, audits with overpayment demands or other investigations that result in an allegation of overpayment or refund due to a payer. Routine appeals are expected (as described below). However, this addresses the offerors ability and desire to assist in litigation, to the extent necessary.

I. Records and Reports

The successful contractor is expected to maintain adequate records of the services performed, billing statements, accounts collected, and payments remitted to the City. All such records shall be available for audit by the City at any time at no cost.

In addition, the successful contractor will, at a minimum, provide the City with the following monthly reports so that the City can track overall billing efforts and the successful contractor's performance:

- Net collection percentage and Revenue Collection reports
- Detailed reports of individual accounts or transactions upon request
- Monthly accounts receivable reports
- Monthly detailed activity reports for delinquent accounts
- Monthly write-off and contractual allowance reports
- Monthly Aging Summary Report
- Monthly Aging Detail Report
- On-demand/ Ad-hoc, as needed

All reports should be furnished in an easily readable format and in a spreadsheet document whenever possible. Offerors shall indicate whether there will be a cost for furnishing these reports to the City, and their process for creating additional reports that may be requested by the City (and the cost, if applicable, for such additional reports).

J. Documentation Training and Updates

On an annual basis, the successful contractor will pay for City to retain a qualified entity to furnish training on field documentation and on the requirements of applicable laws and regulations. Training may be conducted on-site or through electronic means. The successful contractor will also continually provide updates and feedback to enable the City to improve documentation efforts.

K. Billing Support and Customer Service

The successful contractor shall supply qualified customer service representatives who will provide billing support to the City's staff and handle questions from the City's customers regarding patient accounts. At a minimum, live customer support shall be available from 9 a.m. to 5 p.m. Central Time. Offerors must submit general information regarding their customer service operations and include information about: (1) the number of customer service personnel on staff, (2) where customer service originates, and (3) the extent of customer service representative training. Offerors shall also describe in detail the procedures for handling complaints and inquiries from patients and steps utilized to verify caller identity.

The successful contractor will meet with the City on an agreed upon schedule to review reports, performance, and any other pertinent information including handling contract negotiations and facility meetings.

Likewise, it is of great importance to City that the successful contractor be readily available and provide a "on call" service.

L. Access to Records

The offeror shall specify whether its software has the ability allow authorized City personnel to access to information on the successful contractor's system for legitimate operational and compliance needs. If so, the offeror shall explain the security features utilized.

M. Annual Compliance Audit

On an annual basis, City will retain an independent organization (selected by City) to audit records related to the billing services performed for City to ensure compliance with laws, regulations and payor rules. The audit will be conducted using a random sampling of claims and such sample will be statistically significant. The successful contractor will provide access to any and all records necessary to conduct the audit. The successful contractor shall bear the expense of this audit.

N. Staff Training and Continuing Education

The City expects that all offerors utilize well-trained billing staff who maintains their knowledge and skills through continuing education. Offerors shall describe their staff training and continuing education efforts, and should specifically identify the number of billing/coding staff who possess: (1) Certified Ambulance Coder (CAC) certification (through the National Academy of Ambulance Coding); (2) Certified Professional Coder (CPC) certification (through the American Academy of Professional Coders); or (3) other billing or coding certifications (please specifically identify any such specific certifications). If the offeror currently utilizes no certification(s) and identify the number of personnel who will complete such training.

O. Overpayments

The successful contractor shall promptly notify the City of any self-identified overpayments that must be refunded to any third-party payer(s) or credit balances that must be refunded to patients. Such notifications shall be timely made so as to allow the City to satisfy any overpayment refund deadlines it may have under applicable laws.

In the event of a payer audit, where the payer detects an overpayment or otherwise makes a refund demand, the successful contractor is expected to assist in rebuttal, appeal, or other challenge of such an overpayment demand. The offeror shall describe its experience with appeal or grievance process of various payers (including, but not limited to, Medicare, Iowa Medicaid, and large commercial insurers that service Iowa, specifically West Des Moines).

P. Compliance

The proposal must describe the offerors compliance program. The successful contractor must have a corporate compliance program that satisfies the requirements of the OIG Compliance Program Guidance for Third-Party Medical Billing Companies at 63 FR 70138 (December 18, 1998). It shall also have a process for screening its employees and subcontractors, and prospective employees and subcontractors, including periodic screening of such individuals and entities against the OIG's List of Excluded Individuals/Entities (LEIE). Although the City currently checks the status of its own employees, the offeror is free to propose a mechanism in which it will check the LEIE list on a periodic basis for the City employees (as well as its own). The proposal shall include whether this is included in the base price or whether it is an add-on cost to the City.

The successful contractor shall conduct its activities and operations in compliance with all lowa and federal statutes and regulations applicable to the services it provides under the contract, including but not limited to the Social Security Act, the Fair Debt Collection Practices Act, and the Health Insurance Portability and Accountability Act (HIPAA). If the successful contractor becomes aware of any actual or potential violation of any such law or regulation, or of a questionable claim or claim practice by the successful contractor or the City, the successful contractor shall notify City immediately.

Pricing and Compensation

Offerors should submit details about their fee structure and must provide two different pricing options on both a flat fee and a percentage basis. The fee structure shall remain firm for the initial one year contract term. If the offeror believes that a different pricing system would be more advantageous to the City, please describe such a system.

The successful contractor will be paid monthly upon receipt of an account invoice.

General Provisions

1. Indemnification

The successful contractor will agree to indemnify, defend and hold harmless the City and/or its employees, officers, directors and agents from any and all claims, losses, damages, liabilities and expenses, including reasonable attorney fees, arising from the actions or inactions of contractor's agents, servants, or employees which relate to the services performed for the City. The successful contractor shall reimburse the City for any fees which the City paid to the successful contractor to process any claim that was paid and later determined to be ineligible for reimbursement under applicable law, regulations or payor rules.

2. Confidentiality

The successful contractor shall never disclose to any third parties any proprietary information regarding the City unless authorized by the City or required by law, regulation or subpoena to do so. Proprietary information includes, but is not limited to, pricing or rate information, information pertaining to contracts with payors, facilities, ambulance providers, health care systems, or other such parties, audit requests, audit results, billing processes, client lists or other such information. This includes information contained in this Request.

3. HIPAA Business Associate Assurances

The successful contractor will agree to carry out its obligations to the City in compliance with HIPAA and agrees to enter into a valid business associate agreement before commencing any activities involving the use of personally identifiable protected health information ("PHI").

4. Rights in Data and Works

The successful contractor shall agree that the City will be the owner of all right title and interest in all materials that are developed for, or paid for by the City in connection with the performance of any services provided by the successful contractor on the City's behalf.

5. Assignment

The services outlined in the Request may not be assigned without the express written consent of the City.

6. Non-Competition and Non-Solicitation

Without prior, written authorization from the City, the successful contractor shall not

during the term of any contract between the City and the contractor, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of the contract by the City.

7. Record Ownership and Access

Offerors understand that documents generated or acquired in the course of providing services to the City are the property of the City. Pertinent documents and/or electronic copies thereof will be made available to the City at the request of the City upon prior notice. The contractor shall return all documents to the City at the request of the City.

8. Cooperation in Event of an Audit

In the event that the City is subject to an audit, the successful contractor shall fully cooperate with any requests for information from or on behalf of the City. Additionally, the successful contractor shall fully cooperate with any request from an authorized auditing agency if either directed by City or required by law to do so.

9. Order of Precedence

This Request envisions that the parities will enter into a formal written contract for the services described herein. In the event of a conflict between this document (Request for EMS Billing Services), the offeror's proposal, and the final contract, the following shall be the order in which these documents shall be given controlling precedence:

- 1. This Request for EMS Billing Services
- 2. The contract between the parties
- 3. The offeror's proposal

By submitting a proposal in response to this Request, the offeror agrees to this order of precedence.

10.Insurance

The successful contractor shall maintain insurance coverage for the duration of the contract to include:

Professional Liability Errors and Omissions \$1,000,000 Per Occurrence, \$2,000,000 Aggregate

Workers' Compensation Liability Statutory Coverage

Cyber Liability / Network Security

\$500,000

Employer's Liability \$500,000

Crime Policy – Employee Dishonesty \$500,000 (including Third Party Coverage for City)

V. Evaluation Criteria

The objective of the evaluation will be to select the organization who has demonstrated a commitment to compliance and willingness to meets the City's needs. Proposals will be evaluated on the following criteria:

- Qualifications, resources, and experience of the organization specific to ambulance billing and collection.
- General understanding of the scope of services, the offeror's corresponding adaptability to the work, overall approach and demonstrated solutions to providing complete, comprehensive and accurate services and reports.
- Overall billing system design and suitability including: interfacing with existing the City's ePCR software, ease of use, and the ability of technology to continually update as necessary for regulatory changes (like signature requirements, etc).
- Qualifications and prior job experience of staff members. Heavy preference will be given to organizations with certified coders and trained customer service personnel.
- Pricing structure and overall cost of services.
- The offeror's demonstrated commitment to compliance and business ethics.

West Des Moines Emergency Medical Services

Ambulance Services	
a. Basic Life Support – Non-Emergency	\$450.00
b. Basic Life Support – Emergency	\$700.00
c. Advanced Life Support	\$525.00
 Advanced Life Support – Emergency 	\$825.00
e. Advanced Life Support – Level 2	\$1,200.00
f. Advanced Life Support – No Transport	\$250.00
g. Critical Care Transport 1	\$450.00
h. Mileage (loaded mile)	\$15.00
i. Administrative Collection Fee	\$30.00
j. Public Assist Fee	\$75.00
k. Special Event Coverage (per hour)	\$150.00
I. Ambulance Report Request Fee	\$10.00

Transports by Charge Type

	City Operations	Hospital Operations
Total Annual Transports	4,974	4337
BLS E	1,213	22
ALS E	2,671	234
ALS 2	95	15
BLS N	91	2322
ACLS N	63	1412
SCT	4	329
Average Loaded Mileage	6	23

Major Payor Mix (run volume)			
	City Operations	Hospital Operations	
Medicare	2,003	1,054	
Medicaid	809	453	
Commercial	1,049	408	
Self Pay	1,196	46	
Facilities Contracted	68	2,395	