



Monroe Township Fire Department

Request for Proposal for
EMS Billing Services

Issued July 24, 2023

SECTION 1. SCOPE OF SERVICES

- 1.1 Monroe Township, an Ohio subdivision (statutory government), by and through its Fire Department (“MTFD”), is issuing this Request for Proposals (“RFP”) for the continuation of a comprehensive emergency medical services (“EMS”) electronic billing and management information system (“MIS”). Upon review of all qualified proposals submitted, a contractor will be selected by the Township who shall function as a contractual agent of the Township pursuant to the terms of this RFP, which shall be memorialized in a contract to be executed by the parties at a later date (“Agreement”).
- 1.2 The rates charged for all services rendered by the Township for initiated EMS responses and/or transports shall be those rates adopted by legislative authority for the Township, which may be modified at any time by the Township.
- 1.3 The Township has been billing for EMS services since 2010, and the level of service has continued to expand. Currently there are three (3) ALS (paramedic) transport units.
- 1.4 Activity for 2022 can be summarized as follows:

ALL TRANSPORTS 1059

The current charges for Monroe Township for calendar year 2022 are listed below:

Total Gross Charges for 2022: \$1,575.463

Total Net Receipts for 2022: \$444,018

Payor Mix Charges by Percentage for 2022:

Medicare HMO	34%
Medicare	21%
Medicaid	15%
Self-pay	9%
Commercial	21%

- 1.5 A summary of rates is listed below:

Advanced Life Support	(ALS -1)	\$1252.23
	(ALS-2)	\$1749.73
Basic Life Support	(BLS)	\$1075.56
Mileage		\$21.66

The Contractor will perform all necessary services related to the development, implementation, operation and maintenance of a medical billing system and management information system (“System”), which includes associated software and hardware, establishment of master files and sub-files, an invoice tracking system, an accounts receivable system, cash management system and related financial and management reports as deemed necessary by the Township. The Contractor, in carrying out the above, will cooperate with MTFD and other Township agencies to determine the training, forms requirements, necessary files and other materials and services as required to initiate and maintain these operations.

- 1.6 A more detailed scope of services is included in this RFP under the title “Detailed Specifications.”

SECTION 2. TERM

- 2.1 The initial term of the Agreement shall be three (3) years commencing on October 1, 2023.

SECTION 3. OPTIONAL RENEWAL PERIODS

- 3.1 The Agreement will automatically renew for two (2) additional one (1) year terms; provided, however, that either party may opt-out of the renewal period by serving the other party with written notice, transmitted by registered or certified U.S. Mail, not less than ninety (90) calendar days before the current term is due to expire.
- 3.2 The Agreement may be renewed only upon the same terms and conditions as set forth in the original Agreement, and any request for a modification of the terms of the Agreement shall be interpreted as notice of the intent to opt-out of the Agreement at the end of that term.

SECTION 4. TERMINATION

- 4.1 *Termination for Cause.* If the Contractor, for any reason, fails to timely and properly perform as required under the Agreement, or if the Contractor violates any of the covenants or conditions of the Agreement, the Township shall have the right to terminate the Agreement upon providing the Contractor with thirty (30) days written notice. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under the Agreement shall, at the option of the Township, become property of the Township and the Contractor shall be entitled to receive equitable compensation for any work satisfactorily completed. Notwithstanding the above, the Contractor shall not be relieved of liability for damages suffered by the Township by virtue of any breach of the Agreement by the Contractor, and the Township may withhold any payments to the Contractor in satisfaction of those damages until such time as the exact amount of damages due the Township from the Contractor is determined.

SECTION 5. COMPENSATION AND METHOD OF PAYMENT

- 5.1 The Township shall make payments to the Contractor in accordance with the “Fee Schedule” listed in Section 16 below titled “Pricing,” upon the Contractor’s submission of a “Monroe Township, Claim Voucher – Invoice” specifying the required services that have been performed, accompanied by data satisfactory to the Township to document entitlement of payment.

SECTION 6. SUBCONTRACTING

- 6.1 None of the work or services covered by the Agreement shall be subcontracted to a third party without prior written approval from the Township. Any work or services subcontracted hereunder shall be specified, in writing, and approved by the Township before execution, and any subcontractor contract shall expressly provide that it is subject to the terms of the Agreement.

SECTION 7. ASSIGNABILITY

- 7.1 The Contractor shall not assign or transfer any right or interest under the Agreement without the prior written consent of the Township; provided, however, that the claims for money due or to become due the Contractor from the Township under the Agreement may be assigned to a bank, trust company, or other financial institution. Notice of any such assignment or transfer shall be timely furnished to the Township.

SECTION 8. COMPLIANCE WITH LAWS AND POLICIES

- 8.1 In performance of services under the Agreement, the Contractor shall comply with any and all applicable statutes, ordinances, regulations and rules set forth under federal, state or local law.
- 8.2 The Agreement is subject to the provisions of the Township's Equal Employment Opportunity Program.
- 8.3 Any notices, approvals, authorizations, waivers, instructions or determinations that are required under the Agreement shall be effective only when given either (1) in writing and signed by the Township or (2) by general issuance or regulations issued from time-to-time by the Township.

SECTION 9. HOLD HARMLESS

- 9.1 The Contractor will indemnify, defend, protect and hold the Township harmless from any of its acts, errors, or omissions that result in any loss, claim, expense, action, cause of action, damages, and/or obligations, financial or otherwise, incurred by the Township arising from the Contractor's performance under the Agreement, be it through its work or its agents, employees, licenses, or invitees.

SECTION 10. REPORTS, INFORMATION, AND AUDITS

- 10.1 The Contractor, at such times and in such form as the Township may require, shall furnish the Township with reports pertaining to the work or services undertaken pursuant to the Agreement, the costs and obligations incurred or to be incurred in connection therewith, or any other matters covered by the Agreement. The Contractor shall retain all financial and administrative records for a minimum of three (3) years following completion of the Agreement, and shall permit the Township or any of their representatives or auditors access to such records.

SECTION 11. CONFLICT OF INTEREST

- 11.1 No officer, employee, or agent of the Township who otherwise has a fiduciary duty to the Township, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any pecuniary or financial interest, direct or indirect, in the Contractor or in the Agreement. The Contractor shall take reasonable and appropriate steps to assure compliance with this provision.
- 11.2 The Contractor agrees that it will not contract with any subcontractor in which it has any financial interest, direct or indirect. The Contractor further covenants that in the performance of the Agreement no person having any conflicting interests shall be employed.

SECTION 12. INSURANCE

- 12.1 It shall be the responsibility of the Contractor to protect the Contractor, subcontractors, and the Township from liability claims that may arise from the Contractor's acts, omissions, or operations carried out in connection with the Agreement.
- 12.2 The Contractor shall secure and bear sole responsibility for any required insurance coverage, including but not limited to Workers Compensation Insurance, Public Liability Insurance, as well as any other insurance which the Contractor and Township mutually determine to be necessary to carry out the provisions of the Agreement. Neither the insurance coverage to be obtained hereunder nor the insurance carrier may be changed or canceled unless the Township is notified in writing no less than thirty (30) days prior to such change or cancellation. If any part of the Agreement is subcontracted, the Contractor is responsible for the part sublet being adequately covered by

insurance as specified herein. Proof of coverage shall be provided to the Township by one of the following:

- (a) Policy or policies naming the Contractor, its subcontractors, and the Township as insured; or,
- (b) Certificate of Insurance, executed by the insuring company or its authorized agent indicating that the Contractor has the specified coverage with the Township as an additional insured under the public liability insurance policy pursuant to the terms and conditions of the Agreement.

SECTION 13. SEVERABILITY

13.1 In the event that any provision of the Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Agreement, and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

SECTION 14. OWNERSHIP RIGHTS

14.1 Ownership rights to all systems, programs, manuals, forms, or development work done by the Contractor shall remain with the Contractor.

SECTION 15. FORCE MAJEURE

15.1 The Contractor shall not be liable for any delay or failure in the performance of its obligations hereunder caused by strikes or other labor disputes or other public disorders, or governmental or legal regulations or prohibitions, fire or other casualty, or other causes beyond its control.

SECTION 16. PRICING & CRITERIA

16.1 The Township prefers an uncomplicated fee structure. Fees may be based on the number of EMS runs invoiced, dollars collected, a combination of the two methods or another method proposed by the bidder. Bidders shall use the space below to identify their method of calculating fees and the method of calculating the fee structure.

16.1.1 The Township reserves the right to increase its fee structure during the term of the Agreement.

16.2 The estimated number of EMS transports listed below are for a twelve (12) month period of ALS1, ALS2 & BLS patient run transactions. While these numbers accurately reflect most recent activity for the MTFD, and shall be used in the calculation of contract costs, there is no representation, warranty, or guarantee that this activity level shall be maintained in the future.

All transports 2022: 1059

16.2.1 Proposed Fee Structure and Method for Calculating fees:

If additional space is required, please attach document(s) to this page as necessary.

- 16.3 In addition to any other rights set forth in the Agreement, the Township reserves the right to:
- 1) Waive formalities required in the RFP;
 - 2) Request additional information from bidders;
 - 3) Reject any and all bids and to accept or reject components of any bid;
 - 4) Supplement, amend, or otherwise modify the terms or schedules set forth herein; and
 - 5) Conduct all investigations and background checks necessary for adequate evaluation.
- 16.4 *Awarding Criteria.* In addition to other factors, the Township shall consider the following factors in awarding this contract:
- 1) Length of time the bidder has been in business performing EMS billing;
 - 2) Size of accounts serviced;
 - 3) References;
 - 4) Interaction with local hospitals expected to participate in program;
 - 5) Documentation of experience with major medical carriers, to include, Medicare, Medicaid, Workers Compensation, Community Mutual, Blue Cross/Blue Shield;
 - 6) Number of available staff to perform daily work;
 - 7) Personnel assigned to work with the Township;
 - 8) Present hardware and software compatibility;
 - 9) Ability to accept electronic transfer of files from hospitals and Township;
 - 10) Completeness of proposal;
 - 11) Use of NEIC;
 - 12) Conformance to Medicare ANSI x-12 standards;
 - 13) Bidder's primary business is EMS billing;
 - 14) Bidder is SOC1 Type 2 certified;
 - 15) Ability to convert present files and set up system by October 1, 2023;
 - 16) Maintenance of office within Ohio or an adjoining state capable of promptly addressing issues that may arise in connection with the Agreement and meeting all requirements hereunder; and
 - 17) The ability to address customer and public concerns courteously and promptly regarding the Agreement and its implementation.

SECTION 17. CONTRACT EXECUTION

- 17.1 The successful bidder shall be notified of the Township's selection by delivery of a "Notice of Award" from the Township. Accompanying the "Notice of Award" will be a copy of the Agreement, which must be properly executed and returned to the Township within ten (10) business days of receipt of the "Notice of Award." No modification of the Agreement will be permitted.

SECTION 18. MODIFICATION

- 18.1 The Township will be bound only by the written terms and conditions of the Agreement, which constitutes the entire agreement between the parties, unless modified. The Agreement may not be modified by verbal statements or agreements. Any modification shall be in writing signed by the parties.

SECTION 19. FISCAL FUNDING

- 19.1 If the Agreement is awarded to a Contractor who is to be paid through any method other than a percentage of the funds collected, then such Contractor understands that the Township shall request appropriation of funds periodically to make payments to the Contract hereunder. If said funds are not appropriated by the Township in a timely manner, the Township shall not be obligated to pay a penalty to the Contractor. Such an event shall not constitute an event of default by the Township. The Township agrees to promptly notify the Contractor, in writing, of such a non-appropriation.

SECTION 20. DISCLAIMER

- 20.1 Award of the bid through a "Notice of Award" does not constitute a formal or binding agreement between the successful bidder and the Township. Such a binding agreement shall only become effective upon full and proper execution of the Agreement by all parties.

SECTION 21. DOCUMENTS TO BE INCLUDED WITH PROPOSAL

- 21.1 Price information sheet, which shall set forth the method and manner in which fees shall be calculated.

SECTION 22. GENERAL INFORMATION

- 22.1 The purpose of this RFP is to solicit proposals for the administration of an EMS Billing program for the Township and MTFD.
- 22.2 Sealed proposals must be marked "EMS Billing Program" and are to be addressed and delivered as follows:

MONROE TOWNSHIP
OFFICE OF THE FIRE CHIEF
186 E. COSHOCTON STREET
JOHNSTOWN, OHIO 43031

All proposals must be received on or before Monday, August 21, 2023, at 1:00 PM (EDT). Proposals received after that date and time will not be accepted.

Responses must include four (4) copies of the proposal with the original marked and the remaining copies consecutively numbered from 1 to 3. Proposals must be sealed.

If bidder objects to any provision of this Request for Proposal, such objection must be in writing and included in the proposal as a separate section and marked "Exceptions." The proposal is not considered accepted by Township until the Board of Trustees or their designee has executed the Agreement on behalf of the Township.

- 22.3 All inquiries relating to RFP shall be directed to: DUDLEY H. WRIGHT, FIRE CHIEF, MONROE TOWNSHIP, 186 E. COSHOCTON STREET, JOHNSTOWN, OH 43031 or FIRECHIEF@MONROETOWNSHIP.ORG.

SECTION 23. TIMETABLE

- 23.1 The following timetable is provided as a guideline for various benchmarks. Actual dates may vary, except for pre-proposal meeting and closing dates.

July 24 & July 31, 2023 - RFP legal notice advertised in Newark Advocate. A Pre- Proposal Meeting has been scheduled for **August 7, 2023**, to give bidders an opportunity to ask questions about the RFP.

August 10, 2023 - Responses in writing from the Township to any questions and/or clarifications not answered at the pre-proposal meeting.

August 21, 2023 - Bids must be submitted to Service-Safety Director at his office prior to 1:00 PM.

August 21, 2023 - Bid Opening - 6:00 PM.

- 23.2 Questions and/or clarifications that were not answered at the pre-proposal meeting, or that arise after the pre-proposal meeting, must be submitted in writing and received by the Township no later than August 15, 2023. All responses issued by the Township will be in writing and sent to all potential bidders who attended the pre-proposal conference.

SECTION 24. AWARD OF CONTRACT

- 24.1 THE TOWNSHIP BOARD OF TRUSTEES RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. THE BID WILL BE AWARDED TO THE LOWEST AND BEST BIDDER. THE BID PRICES ALONE SHALL NOT BE THE DETERMINING FACTOR IN SELECTING THE BEST BID. THE MERITS AND ADVANTAGES TO THE TOWNSHIP WITH RESPECT TO ALL QUALIFIED AND SUBMITTED BIDS SHALL BE TAKEN INTO CONSIDERATION IN AWARDING THE CONTRACT.

SECTION 25. DETAILED SPECIFICATIONS

- 25.1 MTFD provides a two-tier EMS response program. On all dispatches for EMS service, a fire company may be dispatched to evaluate the need for service, provide medical assistance and stabilize the patient and collect data regarding patient condition and demographic information. This information is documented in the Township's ESO EMS report writing program.
- 25.2 Depending on the severity of the medical emergency, the following may occur: (1) the patient may be left where s/he was encountered or advised to obtain their own transportation to a doctor or clinic; (2) a paramedic unit may be dispatched and the patient transported as a Basic Life Support Transport ("BLS"); or (3) the patient can be transported as an Advance Life Support Transport ("ALS"). In all events, an Emergency EMS Report is prepared for each EMS dispatch regardless of the service level provided to the patient. This document is the source document produced by MTFD for EMS billing and EMS management information reports.
- 25.3 All payments for EMS billing shall be sent directly from the party responsible for payment to the Contractor's office or the Township's specified bank account. The Contractor will provide to the Township the original statement received by the payer and a copy of the check. The Contractor will also provide a copy of the Daily Cash Receipts Schedule that itemizes payments received for EMS billing and identifies the date to be used by the Contractor for management reports.

- 25.4 MTFD will try to collect as much information as possible from a patient receiving EMS services, but there is no guarantee that this information will be complete or totally accurate as it will be collected during the EMS run. MTFD does not guarantee that it will provide face sheets to the contractor. It shall be the responsibility of the Contractor to obtain whatever information is necessary in order to perform the billing process and generate accurate reports required hereunder.
- 25.5 MTFD shall continue to collect data on all EMS dispatches for both tiers of the program. It shall be the responsibility of the Contractor to collect this data and prepare reports as specified in the EMS MIS.
- 25.6 The Contractor shall automatically secure provider status and numbers for the Township, at no charge to the Township, which shall include, at a minimum, provider status and numbers for Medicare, Medicaid, and any other applicable public assistance payments. The Contractor shall establish the Township as a direct entry provider wherever possible.
- 25.7 The Contractor shall establish and maintain an office in Ohio or an adjoining state in close enough proximity to the Township that the Contractor is capable of promptly addressing issues that may arise in connection with the Agreement. This office shall have all the necessary equipment, including but not limited to dedicated phone lines, computer terminals, internet connectivity, modems, and sufficient personnel, materials, and supplies to operate as the Township's transport medical billing facility.
- 25.8 The Contractor shall maintain, at a minimum, normal business hours of Monday through Friday, 9:00 AM to 4:00 PM (except holidays).
- 25.9 The Contractor shall be responsible for contacting all hospitals and other medical facilities that receive patients from MTFD transport units to establish procedures necessary to complete documentation of Township transport runs.
- 25.10 The Contractor shall be responsible for determining what information shall be collected and retained to meet the criteria established by Medicare, Medicaid, or other applicable public assistance and/or private medical carriers for billing appeals, auditing and other functions defined by these carriers. The Contractor shall collect and maintain information defined by the Township for the development of medical transport billing MIS.
- 25.11 The Contractor shall be responsible for inputting billing information shortly after it is received. The Contractor shall process and transmit invoices to medical insurance carriers within three (3) weeks of submission of the data from MTFD. The Contractor shall provide to the Township a copy of all files upon the Township's request.
- 25.12 The Contractor shall be responsible for the transfer of all electronic files, records and other material maintained by any other contractor or subcontractor.
- 25.13 The Township uses a "soft" collection method. No effort will be made to turn over to a collection agency the unpaid balance of any bill, but rather the unpaid balance will instead be written off as "uncollectible" after not less than three attempts have been made, via reminder billing statements, to collect the unpaid balance. When unpaid balances remain, the Contractor shall be responsible for writing off the balance according to procedures established by the Township.

- 25.14 The Contractor will implement a billing system that encourages the use of different messages on subsequent reminder or late payment notices. The Contractor will implement a system that will accept partial payments. The billing system shall be mutually agreed upon by the Contractor and the Township. The Contractor shall define their normal billing cycle for primary insurance, secondary insurance, and self-pay accounts.
- 25.15 The Contractor shall have the capability of receiving electronic demographic files from Central Ohio area hospitals. The Contractor shall be responsible for and participate with the Township in establishing this capability with hospitals.
- 25.16 The Contractor shall have the ability to accept electronic file transfer of data listed on MTFD reports.
- 25.17 Electronic claims shall be filed for Medicaid (Ohio and Kentucky at a minimum), Medicare, using ANSI X-12 standards for Ohio, Kentucky, and Indiana, Community Mutual, Western Ohio Health Care Plan, ChoiceCare, NEIC, Health Plan Network, Worker's Compensation and Blue Cross/Blue Shield. The Contractor shall receive Medicare electronic remittance advice under ANSI X-12 standard format.
- 25.18 The Contractor shall have on-line access to eligibility files of the following public assistance and insurance providers: Medicaid, Medicare, United Health, Western Ohio Health Care, Worker's Compensation, Aetna, Prudential, CIGMA, John Hancock and Travelers.
- 25.19 Listed below are the field titles and sizes that shall be collected by the Contractor. This list may be expanded to include additional fields, but shall include at least the following fields:
- Census tract, first responder number, paramedic/transport unit number, invoice number, location of call, date of run, patient's name, patient's address, patient's phone number, patient's sex, patient's birth date, patient's social security number, patient's marital status, patient's employment status, patient's student status, patient's resident status, nature of call, type of situation found, medical attendant's code, driver's code, receiving hospital code, treatment given (28 fields), bill to name, bill to address, bill to phone number, patient's physician, patient's physician phone number, patient's physician Township, primary insurance company name, primary insurance company certificate or contract number, payer number, employer's name, insurance group number of employer, name of policy owner, address of policy owner, social security number of policy owner, policy owner's sex, secondary insurance company name, and secondary insurance company certificate or contract number.
- 25.20 The Contractor shall design and provide the forms necessary for medical billing, all follow-up letters and forms to medical carriers, all follow-up letters and forms to citizens who have utilized EMS transport service, all correspondence to employers, and all financial, management and account tracking reports provided to the Township. The design and wording to be used in the forms and letters shall be mutually agreed upon by the Contractor and the Township.
- 25.21 The Contractor shall provide a local and/or toll free telephone number at their office that can be contacted during normal business hours for the purpose of citizens asking questions about account status and payments. The Contractor shall be responsible for answering all citizen inquiries in a timely manner.

- 25.22 All files containing information relative to the Township transport billing system shall be maintained separately from any other account managed by the Contractor. Adequate security, such as password protection, shall be provided to insure privacy of records. The Contractor shall provide backup files as an added method of security for the database. The backup files shall be stored in a fire-proof safe with a minimum two (2) hour rating.
- 25.23 The Contractor shall develop various accounting and management reports for the Township. The Contractor shall provide various one-time reports requested by the Township at no additional charge. The monthly census tract analysis and annual transport history files shall be provided in microfiche format output. All other files shall be provided in standard laser printer printout format. The Contractor will assist the Township in the identification and development of daily and monthly reports it shall provide the Township, including but not limited to the Executive Summary Reports listed below:
- 1) Transport Log Daily
 - 2) Payment Report;
 - 3) Accounts Receivable Aged Trial Balance;
 - 4) Adjustments Journal for Billing Periods;
 - 5) Accounts Receivable Revenue Summary Report;
 - 6) Outstanding Receivable Through 330+ Days;
 - 7) Production Aged by Production Period;
 - 8) Production by Type as a Percentage of Total Month;
 - 9) Receipts Percentage by Production Period;
 - 10) Allocation of Current Receipts by Period;
 - 11) Gross Receipts for Last 12 Month Period;
 - 12) Number of Encounters for Prior 12 Month Period;
 - 13) Refunds and Transfer Report;
 - 14) Census Tract Analysis; and
 - 15) Fee and Receipt Analysis Report.
- 25.24 Prior to the issuance of transport bills, a trial run shall be conducted of the system to include the preparation of "dummy" bills and report. Upon review and acceptance by the Township, the system shall be placed into operation.
- 25.25 It shall be the responsibility of the Contractor to constantly update the billing system so that it complies with the current requirements established by the medical carriers. This shall include, but not be limited to, revising programming, updating master CFIT coding and descriptions, updating master IC-9-CM diagnosis coding, conformance with ANSI X-12 format, consulting with the Township for updating/reviewing fees, charging patterns and practices, carrier negotiations, revising paperwork, updating manuals, and retraining personnel as necessary.
- 25.26 The Contractor shall provide real-time, on-line services to handle all data processing requirements. The Contractor shall store all information collected on data processing magnetic media. One (1) year of activity shall be maintained on-line in the system for immediate access. Information older than one year (1) shall be dumped onto a separate media and shall be retained for seven (7) years. All collected information shall be backed-up with a separate media.
- 25.27 The Contractor shall follow all governmental HIPPA regulations in effect as of October 1, 2023. Contractor must sign a Business Associates Agreement upon acceptance of the contract assuring the Township they are HIPPA compliant.

