

COFB OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 24-07
THIRD PARTY AMBULANCE/EMS BILLING SERVICES

INTRODUCTION

The City of Fernandina Beach (COFB) is hereby requesting sealed proposals from qualified firms to provide comprehensive **EMERGENCY TRANSPORT SERVICES BILLING, Third Party Billing Services** for the City of Fernandina Beach, Florida. This is a request for interested firms to submit their credentials and qualifications to the City of Fernandina Beach for consideration to provide Emergency Medical Transport Services billings in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

The City of Fernandina Beach will receive sealed proposals at the location stated below not later than **2:00PM, November 14, 2024**.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Proposal is subject to authorization and appropriation of funds in the fiscal year budget.

SUBMITTERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE REQUEST FOR PROPOSAL PROCESS, REQUIREMENTS AND EXHIBITS.

The original RFP submittal (**1 original, 4 copies and 1 electronic copy, CD, or thumb drive**) must be delivered to COFB Hall in a sealed package, clearly marked on the outside, **RFP 24-07** and addressed to:

COFB of Fernandina Beach
Attn: COFB Clerk's Office – **RFP 24-07**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The proposal must be submitted on the specified **Contact Sheet**, hereto attached as "**Exhibit A**" and **Price Submittal Form**, hereto attached as "**Exhibit A-1**". The person signing the Response Form must have the authority to bind the proposer to the Submittal. All information on the Price Submittal form must be provided, or the submittal may not be accepted.

The competitive sealed Submittal must be accompanied by a "**Public Entity Crimes**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit E**", "**Conflict of Interest**", herein provided as, "**Exhibit F**", "**Non-Collusion Affidavit**", herein provided as "**Exhibit G**" and "**Dispute Disclosure**", herein provided as "**Exhibit H**",

COMPANY SHALL SIGN AND INCLUDE EXHIBITS "A-H". Failure to so, may result in rejection of the bid.
In accordance with Item 16, General Terms and Conditions.

Please provide **proof the COMPANY is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

Example Short-form Contract is included as a separate form.

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PROJECT BACKGROUND

The City of Fernandina Beach, Florida provides Basic Life Support (BLS) and Advanced Life Support (ALS) Emergency Medical Services (EMS) and transportation to the citizens and visitors of the City of Fernandina Beach. The City of Fernandina Beach Fire Department currently utilizes a software product licensed by ESO Solutions for Patient Documentation.

The successful Contractor shall provide and perform all the necessary tasks associated with a comprehensive billing for all billable emergency services and transports provided by the City of Fernandina Beach Fire Department.

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

1.0 SCOPE OF SERVICES

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

BILLING SERVICES

1.1 PROVIDE BILLING AND ACCOUNTS RECEIVABLE MANAGEMENT SERVICES

- a) The successful Contractor shall provide billing and accounts receivable management services to COFB for emergency medical transportation services rendered by the COFB.
- b) The successful Contractor shall file required claims documentation and agreements with payors (e.g. Medicare, Medicaid, private insurance companies).

1.2 ELECTRONIC RECEIPT OF BILLING INFORMATION FROM THE COFB

- a) The successful Contractor must have the capability to receive all billing information from the Fernandina Beach Fire Department that currently utilizes a software product licensed by ESO Solutions for patient care reporting.
- b) The successful Contractor shall provide and maintain a secure FTP site or other secure similar interface for the COFB to access reports as identified herein in accordance with HIPPA rules and regulations.
- c) The successful Contractor shall provide an interface for their patient care reporting software (ESO Solutions), or any replacement software application utilized by the COFB to perform the data transfer necessary to perform the services identified herein. The successful Contractor is responsible for all costs to acquire and maintain the interface.

1.3 INVOICE PATIENTS OR OTHER THIRD PARTIES RESPONSIBLE FOR PAYMENT OF SERVICES

- a) The successful Contractor shall invoice the transported individual, Medicare, Medicaid, private insurance companies or other appropriate third-party payors for services provided by COFB in accordance with time frames as stated herein. Rates shall be subject to change at the COFB's discretion at any time throughout the term of the agreement.
- b) COFB agrees to notify the successful Contractor a minimum of seven days prior to any rate change.

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1.4 FORMS, FILINGS, AND POSTAGE

- a) The successful Contractor shall be responsible for the invoicing, collection, generation of any and all insurance forms and filings, record maintenance and reports and postage for the mailing of all said invoices, and forms.
- b) The successful Contractor shall provide patients with a comprehensive statement/invoice, **HIPPA** form and a courtesy return payment envelope. The front of the statement shall describe all charges and payments. The reverse side of the statement shall have clearly marked entry blocks for information needed to file insurance claims.

1.5 CREDIT CARD PAYMENTS

- a) The successful Contractor shall have an efficient method for processing and reporting payments made by credit card.
- b) The successful Contractor shall clearly detail how credit card payments are processed, including the ability to process at successful Contractor's facility.
- c) The successful Contractor will be responsible for the merchant transaction fees related to the credit card transactions.

1.6 REPORTS

- a) The successful Contractor shall provide the COFB of Fernandina Beach Fire Department and the Finance Department with all monthly reports as stated herein. A listing of the required reports is identified in Section **3, Reports**.

1.7 ACCURACY

- a) The successful Contractor must be able to process billings and provide reports accurately. The COFB will not accept an accuracy rate below ninety-nine percent (99%).

1.8 PREVIOUSLY BILLED ACCOUNTS

- a) The successful Contractor must have the ability to access and resume service on previously billed accounts

1.9 ELECTRONIC CLAIMS SUBMISSION

- a) The successful Contractor must have the capability to transmit and submit claims electronically to Medicare, Medicaid, and commercial insurance carriers.

1.10 PATIENT INFORMATION

- a) The successful Contractor shall make every effort to locate and correct any incorrect billing address or insurance data for billable patients.
- b) The Contractor must take action to obtain any necessary information that may not be in the initial account file.
- c) The Contractor shall enter into a business associate agreement with area hospitals and shall have direct electronic access to obtain patient information in accordance with Health Insurance Portability & Accountability Act.
- d) The Contractor shall contact the US Post Office's National Change of Address (NCOA) files or other similar services to obtain the correct billing addresses and phone numbers for patients that have left the area, or who have invalid information.

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1.11 INSURANCE REVIEWS

- a) The successful Contractor shall perform all necessary insurance follow-up to assure maximum collection on claims.

1.12 MEDICARE/MEDICAID

- a) The successful Contractor shall comply with all Medicare, Medicaid, and Health Insurance Portability & Accountability Act (**HIPPA**) rules and regulations.
- b) The successful Contractor shall enter into a business associate agreement with the COFB. This shall include keeping abreast of all Medicare, Medicaid, insurance, and other health care issues which may affect payments to the COFB for emergency transports.

1.13 CROSSOVER ELIGIBILITY

- a) The successful Contractor is responsible for identifying and securing payments due to crossover eligibility, co- insurance, deductibles, etc.

1.14 TIMELY BILLINGS

- a) The successful Contractor shall bill emergency transport patients and/or file patient insurance within seven days upon receiving transport information from the COFB.
- b) The successful Contractor shall perform specific services with the principal goal of recovering the maximum amount of fees in the shortest possible time frame and recover the largest total amount with minimized cost to recover.

1.15 FOLLOW-UP BILLINGS AND PROCEDURES

- a) The successful Contractor shall have a detailed plan and procedure for claim follow-up to assure maximum collection.
- b) The successful Contractor shall re-bill emergency transport patients and/or patients' insurance claims on unpaid balances. This invoice shall reflect detailed account activity, including but not limited to, original billing amount, detailed payment information, and account balance.
- c) The Contractor will be required to mail monthly invoices or statements for each account with an outstanding balance until the account is satisfied or turned over to a collection agency of the COFB's choosing, including pre-collection and collection notices.

1.16 MODIFIED PAYMENT SCHEDULES

- a) The successful Contractor agrees to negotiate and arrange modified payment schedules for those individuals unable to pay the full amount when billed in accordance with the COFB policy.

1.17 REDUNDANCY

- a) The successful Contractor shall maintain on a computer system all invoices, transaction records, billing activities and financial reports.
- b) The computer system shall be equipped with a reliable backup system that will ensure complete record recovery in the event of a computer system failure regardless of cause.

1.18 SEGREGATION OF DUTIES

- a) The successful Contractor shall insure a segregation of duties, whereby the same individual must not be able to enter billing information, adjust billings, post payments, nor deposit

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funds; and maintain the necessary levels of security in their automated billing system to protect the COFB from loss.

1.19 CURRENT DATABASE

- a) The successful Contractor must be able to merge current open accounts from the incumbent vendor's billing system, using one or more industry standard data formats. The successful Contractor shall identify which standard it utilizes, i.e., ASCII, DBF, etc.

1.20 REFUNDS

- a) The successful Contractor must establish a systematic plan for determining over-payments and assuring refunds to patients or third-party payers. A copy of this plan shall be included in the proposal.
- b) The successful Contractor shall have a processing charge of fifty dollars deducted from the successful Proposer's monthly payment for each refund check issued by the COFB as a result of the successful Contractor's error.
- c) A monthly report of these transactions is required from the Contractor to the COFB.

1.21 WRITE-OFFS

- a) The successful Contractor shall provide the COFB with information to allow for alternate collection methods or write-off of uncollected receivables at the discretion of the COFB, no sooner than twelve months from date of initial billing.
- b) The COFB requires an annual report by October 10th of each year for reporting to the COFB Commission or COFB Manager.

1.22 PATIENT ACCOUNT CODE

- a) All account numbers must be cross-referenced with the Fire Department incident number. Fire Department incident numbers begin with the year, followed by – and the eight digit incident number. Example - the first incident on January 1, 2024, would be assigned the following incident number 2024-00000001.

1.23 RECORDS RETENTION

- a) The successful Contractor shall retain all appropriate records in accordance with Florida records retention requirements.

1.24 AUDIT

- a) On an annual basis, the successful Contractor shall ensure the completion and submission of SAS 70 Audit to the COFB.

1.25 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

- a) The successful Contractor shall comply with all applicable Federal, State, and local laws as they apply to the services being provided, such as but not limited to the Federal Debt Collection Practices Law. This further includes all requirements to maintain confidentiality for all medical and patient information as related in state and local laws or rules and regulations as well as the Health Insurance Portability and Accountability Act of 1996.
- b) The successful Contractor shall facilitate proper security of confidential information and proper shredding of all disposed materials containing such proprietary information in accordance with Florida Law regarding records retention privacy act.

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- c) The successful Contractor shall provide **HIPPA** privacy practice requirements to all patients transported in accordance with current regulatory requirements.
- 1.26** The successful Contractor shall limit the use, release, and distribution of confidential patient records, billing and/or collections record(s), and any such information that may be utilized in any public or private legal action(s), business dispute(s), or competitive bidding processes. The contractor shall be solely responsible for the distribution and misuse of the same. All records that are to be included are:
 - a) All records of medical care and/or medical treatment of patient(s), billing and/or collections record(s), or any such information that may be utilized in any public or private legal action(s), business dispute(s), or competitive bidding processes.
 - b) Only records that are required for disputes regarding billing services with the COFB of Fernandina Beach, and those utilized solely for the purpose of providing patient care information to COFB of Fernandina Beach and/or the receiving hospital(s), and the processing or collection of financial claims may be utilized for use, release, or distribution.
- 1.27** The successful Contractor will authorization to sign, on behalf of the COFB, the following types of standard forms and correspondence, as designated and approved by the COFB's Fire Chief:
 - a) Probate filings, letters to patients or their representative verifying that an account is paid in full, forms verifying the tax-exempt status of the COFB, and insurance filings and related forms.
 - b) The Contractor acknowledges and agrees that it has no authority to sign any documents that impose any liability on the COFB or legally binds the COFB to third parties.

2.0 RECEIPT OF FUNDS

2.1 LOCK BOX

- a) The successful Contractor shall establish a "Lock Box" for all receipts under this agreement and shall be responsible for paying all fees associated with the lock box.
- b) The successful Contractor shall work closely with the COFB to secure a Lock Box with an institution of the COFB choice. All customer and third-party receipts are to be mailed to the designated Lock Box for accounting of deposits.
- c) The successful Contractor must arrange to have copies of all deposits and back up forwarded to it from the financial institution.
- d) **NOTE:** The COFB's financial institution will be identified to the recommended successful Contractor upon execution of the contract.

2.2 RECEIPT POSTING

- a) The routine function of posting charges, receipts, account balances, etc., shall not exceed three working days from receipt. Copies of all deposits and back-up information shall be provided to the COFB within three working days of deposit.

3.0 REPORTS

3.1 All reports shall be accessible via FTP or similar secure interface in an excel file format. The acceptable formats are as follows:

- a) .xlsx – Excel 2013 format
- b) .xlsx – Excel 2016 format

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3.2 MONTHLY REPORTS: On a monthly basis, the successful Contractor shall submit to the COFB, at a minimum, the following:

a) SCHEDULE OF TRANSPORT CHARGES AND COLLECTIONS

- This report shall include a summary of the following: number of transports, gross charges, adjustments, net charges, receipts, balance due, and percentages showing gross collections, net collections, and percent of paying patients all classified by transport-by- transport month/year.

b) COLLECTION SCHEDULE:

- This report shall include deposit date, number of items, what was collected for today/each day, what was collected month-to-date, collected fiscal year-to-date, and collected cumulative.

c) MONTHLY BILLING AND COLLECTION SUMMARY

- This report shall include transport month/year, total gross billing, less gross adjustments, collections this month, collections to date, collected gross amount over fifty percent (50%).
- **NOTE:** This report shall be provided to the Fernandina Beach Finance Department for payment of invoices and shall provide calculations of monthly fees for the third-party billing company.

d) COLLECTION BY FINANCIAL CLASS

- This report shall provide a summary for each transport month/year broken down by account type (self-pay, Medicaid, Medicare, private insurance).
- The report shall include billed amount, amount collected, percent collected, number of accounts, number of not billable collections, gross unbillable collections, total accounts, and the gross amount billed.

e) AMBULANCE BILLING ADJUSTMENTS-WRITE-OFFS-REVERSALS

- This report shall include patient number, patient name, incident date, adjustment amount, adjustment or reversal, and type of adjustment.

f) ACCOUNTS RECEIVABLE BY PAYER CLASS

- This report shall include patient number, patient name, incident date, file date, payer class, amount billed, adjustment amounts, amount paid, and amount due.
- This report shall also include summary totals by fiscal year and payer class.

g) REPORT BY INCIDENT DATE (IN NUMERICAL ORDER BY DATE)

- This report shall include patient number, patient name, street address, COFB/state, incident date, total charges (amount billed), adjustment amount, amount paid, and amount due.

h) ACCOUNTS RECEIVABLE AGED TRIAL BALANCE

- This report shall include final totals as well as the number of accounts aged for the following categories: current, over thirty days, over sixty days, over one hundred twenty days, over one hundred fifty days, and the balance.

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i) AMBULANCE PAYMENT REPORT

- This report includes patient number, patient's name, street address, COFB/state, incident date, check number, check amount, and payment type.
- **NOTE:** This report shall provide the summary (as well as detail) of the total amount collected for the month with a total number of accounts and the amount collected broken down by classification of payment.

j) REPORT OF ACCOUNTS RECEIVABLE (A/R)

- This report shall provide dollar amount as well as the number of gross billings less what was removed from A/R for the month, less payments, less adjustments/ write-offs, less reversals to give the balance of A/R.

k) INSURANCE RECEIVABLE REPORT

- This report shall include transport month/year and balances, number of accounts broken down by insurance type, last page provides totals by category.

l) AMBULANCE UNIT REPORT BY INCIDENT MONTH

- This report shall include the number of calls, gross billing, amount received, and percent of gross broken down by transport month/ year and unit numbers.

m) AMBULANCE NEW BILLING REPORT

- This report shall include the patient number, patient's name, incident date, base amount, mileage amount, total billed, call classification (ALS/BLS, etc.) for all new billings.
- **NOTE:** At the discretion of the COFB, some of the above reports may only need to be produced quarterly.

n) AD HOC REPORTS

- While the successful Contractor shall provide the monthly reports specified above on a routine basis, the successful Contractor may be required to generate and provide ad hoc reports, as needed by the COFB.
- This may include additional monthly reports not listed above. These reports would be limited to information available in the successful Proposer's database.

o) ANNOTATED LOG REPORTS

- The successful Contractor shall maintain an annotated log by patient account for all contacts with the patient/customer.
- This shall include any insurance, billing, or collection activity. This information shall be provided when requested by the COFB.

p) ANNUAL SERVICE ORGANIZATION CONTROL (SOC) REPORT

- The successful contractor shall provide the annual Service Organization Control (SOC) report.

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4.0 OTHER SERVICES OR PROVISIONS

4.1 COMMISSION FEES

- a) The successful Contractor shall be entitled to fees on all collections for billings during the contract term, and up to three months after expiration or termination of the contract.
- b) The COFB shall be entitled to a refund of fees due to refunds on collections for billing during the contract term, and up to one year after expiration or termination of the contract.
- c) The successful Contractor shall provide a monthly invoice for any fees generated during that month.

4.2 PATIENT CALLS

- a) The successful Contractor will provide a toll-free telephone number by which patients may contact the successful Contractor anywhere in the Continental United States. This number shall be published on all correspondence and letterheads generated by the successful Proposer.

4.3 PATIENT/CUSTOMER COMMUNICATIONS

- a) The successful Contractor shall provide a designated liaison for patient/payor concerns. All written or verbal communications between the successful Contractor and the patient/customer (patient or legal guardian) shall be conducted in a professional and courteous manner, and all complaints shall be investigated.
- b) The successful Contractor shall never, in any way, represent themselves in a way that might be interpreted as intimidating or threatening. All patient/customer contact, whether written, verbal, or otherwise, shall be posted to the annotated logs.

4.4 ACCOUNT REPRESENTATIVE

- a) The successful Contractor shall designate an account representative that is assigned to the COFB's account for inquiries from the COFB.

4.5 QUARTERLY MEETING

- a) During the contract term, the successful Contractor shall meet quarterly with designated COFB personnel at a COFB designated site for in-service training of COFB Fire Department Administrative personnel and to address contractual, managerial, and/or administrative issues pertinent to the contract.
- b) During the quarterly meetings, the Contractor shall provide professional assistance to COFB in evaluating billing policies and fee schedules.

4.6 EDUCATION

- a) The successful Contractor shall provide in-service training to the COFB Fire Department Administrative personnel on all Medicare, Medicaid, and HIPPA rules and regulations.
- b) The training shall include providing COFB staff with all informational updates that are deemed pertinent to emergency medical services, third- party billing and reporting services. Successful Contractor shall provide training in an online format via an education link for all personnel.

4.7 REQUEST FOR INFORMATION

- a) All requests to the COFB for Fire Rescue transport records are to be made in writing, conform to Public Records Law and HIPAA regulations. Verbal requests will be denied.

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5.0 PERFORMANCE STANDARDS

- 5.1** The following Performance Standards will be used by the COFB to establish the acceptability of the services provided by the CONTRACTOR. Failure to meet may result in cancellation of the agreement.
- 5.2 AVERAGE NET COLLECTION RATE**
a) The benchmark for Average Net Collection Rate is measured as total collections for accounts as a percent of amount billed as measured twelve months from date of service.
- 5.3 COLLECTION CYCLE**
a) The Average Net Collection Rate for each month's billings shall meet or exceed 75% or more of the Average Net Collection Rate benchmark measured twelve months from date of service.
- 5.4** A report on all performance standards will be provided by the CONTRACTOR on a quarterly basis with each report due within days after the quarterly reporting period.
a) Failure to meet or exceed any or all of the performance standards for two consecutive quarterly reports or for two reports of the last four will be considered grounds for termination of the agreement, at the sole discretion of the COFB. All time periods shall be measured from the date transports are entered into the billing system.
- 5.5** In addition to the performance standards designated above, CONTRACTOR will also be evaluated by COFB staff on a regular basis regarding the quality of daily service, the timeliness of data exchange and CONTRACTOR response to inquiries from COFB staff, which shall include:
a) Response to any COFB inquiries or questions within two business days.
b) The CONTRACTOR'S response to an emergency request for information within four business hours.
c) Receipt of all required reports by the fifteenth calendar day of the subsequent month.
Performance Standards may be modified or updated on an annual basis by mutual agreement of COFB and CONTRACTOR.
- 5.6** For the purposes of this Request for Proposal, the following definitions apply to this section related to performance standards:
a) Transport month means month in which patient is transported for any given incident.
b) Gross Amount Billed means amount initially billed for the accumulation of charges for all services provided for a given incident, before any adjustments or write-offs.
c) Net Collection Rate means Receipts/Gross Amount Billed (minus adjustments for allowances and unbillables.)
d) Historical Collection Rates means collection rates defined in (C) for transport months, twelve months or more past incident month. For instance: "Historical Collection Rate" means (Receipts minus adjustments)/Gross Amount Billed for accounts nine months or older.
e) Transport Fee means the COFB approved amount for charge of specific transport services provided to patients for all incidents billed.

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6.0 RESPONSIBILITIES OF THE COFB OF FERNANDINA BEACH

6.1 The COFB shall:

- a) Provide CONTRACTOR with patient encounter information on a timely basis and in sufficient detail to support diagnosis and procedure coding. When possible, COFB will also provide patient demographic information necessary for accurate patient identification including name, address, social security number, date of birth and telephone number. Where possible, COFB will obtain and provide contractor with patient's health insurance, auto insurance, or other insurance information.
- b) Provide an electronic file transmission via a software product known as ESO Solutions or other incident reporting software that meets data reporting and HIPAA compliance regulations, which may be changed with notice to the Contractor, for each EMS transport.
- c) EMS staff will attempt to obtain patient billing and insurance coverage information, either on the scene or at the hospital to which the patient is transported, to obtain a medical release of records information signature from the patient, if possible, or from the receiving facility and to provide copies of such information for billing purposes. PLEASE NOTE: The COFB is responsible to provide the transmission; the CONTRACTOR will be responsible for cost incurred to receive the transmission in an acceptable format. The COFB will comply with all Federal, State and local laws, rules and regulations as applicable to the services being contracted for.
- d) Provide CONTRACTOR with COFB'S approved billing policies and procedures including fee schedules and collection protocols as stated herein. Any changes to these policies and procedures will be provided in writing and delivered to CONTRACTOR. COFB will be responsible for engaging any third-party collection service for uncollectible accounts after CONTRACTOR has exhausted its collection efforts. CONTRACTOR to follow COFB policy guidelines as stated in Exhibit A, which may be modified by the COFB.
- e) Be responsible for the review and approval for all write-offs and refunds. For refunds, COFB shall be responsible for generating required check for payment. The COFB is currently under contract with Security Collection Agency. Dollars spent \$246,265.20.

EVALUATION

An Evaluation Committee will review all responsive submittals. The submittals will be evaluated using the evaluation criteria set forth herein. The information that will be considered and relative scoring for each criterion is as follows:

CRITERIA #1 - QUALIFICATIONS/EXPERIENCE OF FIRM – (MAXIMUM POINTS: 10)

Please attach the following evaluation information:

- 1.1 Legal form and ownership, firm name or Joint Venture, business address and office location, telephone numbers, Federal Identification Tax Number or Social Security Number.
- 1.2 Age of the firm including years of experience, brief history, and average number of employees over the past five years. Present size of organization including the number of employees, nature of services offered and breakdown of staff by discipline.
- 1.3 Provide the total number of professionals in your organization and the estimated number of professionals to be assigned to this project. Include the key persons to be assigned to the project including but, not limited to:
 - a) Name and title

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- b) Job assignment for this project
 - c) Number of years with this firm
 - d) Number of years with other firm providing similar services
 - e) Experience and Education
 - f) Active registrations, memberships or certifications
 - g) Other experience and qualifications relevant to this project
- 1.4 Provide a description and history of the firm focusing on previous governmental experience. The firm shall have at least five years of experience in Ambulance Billing and Collections with at least two years in government accounts billing and collections and provide evidence of such experience.
- 1.5 List at least five references, with a minimum of two from governmental entity experience. For which the firm has performed similar work including the contact name, address, telephone number and date of the contract.
- 1.6 Proposer must show proof of three (3) existing contracts with a minimum of 10,000 emergency 9- 1-1 ambulance transports per year (please note this only includes 9-1-1 scene response and transports to medical facilities). Please provide the point of contact, address and phone number of whom the contracts are with.
- 1.7 Proposer must have operational billing software that has a capability to interface with an Electronic Patient Care Reporting Software (ePCR).
- 1.8 Proposer should have a current SAS 70 Certification. Which is an independent service auditor's report on controls placed in operations.
- 1.9 Provide a list of all litigation within the last 10 years involving Proposer related to services similar to those that are the subject of this RFP. Include a brief statement of the issues and the resolution of the litigation, if applicable.

CRITERIA #2 - PROJECT TECHNICAL APPROACH (MAXIMUM POINTS: 10)

Please attach the following evaluation information

- 2.1 The Proposer must describe how they will approach the design of this project and outline the specific services that it intends to provide to the COFB. Confirm the firm's agreement to meet the minimum requirements of this request for proposal.
- 2.2 Discuss the extent of knowledge of Medicare, Florida Medicaid, and private insurance policies and procedures as related to patient billing, reimbursement, assignment of claims, itemized claims processing, duplicate payment processing and account refunds.
- 2.3 Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities and accountability.
- 2.4 Describe how the team will implement control systems for time, budget and quality for this project.
- 2.5 Disclose any relevant information that the organization believes demonstrates its qualifications for the

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project and/or distinguishes the organization's proposal from other proposals.

- 2.6 The Proposer must describe how it will manage the EMS accounts receivable for the FBFD. At a minimum, the Proposer should describe its policies, procedures and time frames between actions (if applicable) for the following activities:
- a) Receipt of ePCR and related information from the FBFD
 - b) Verification of ePCR and related information
 - c) Validation of patient's insurance status
 - d) HCPCS and ICD-9 (10) coding procedures
 - e) Data entry
 - f) Claims processing
 - g) Invoice and statement generation
 - h) Claims submission
 - i) Payment posting
 - j) Account follow-up, including Medicare and Medicaid claims
 - k) Appeal processing
 - l) Co-insurance and supplemental insurance processing
 - m) Private pay account processing and follow-up
 - n) Establishment of payment plans
- 2.7 Process used to identify:
- a) Accounts for write-offs
 - b) Financial hardship adjustments
 - c) Accounts to be turned over to collections agency
 - d) Process for identifying and effectuating refunds and credit balances
- 2.8 Explain your ability to provide Customer service. Including communicating with non-English speaking customers and the process for establishing third party payer relationships
- 2.9 Indicate Proposer's willingness to establish a conference call with the FBFD personnel to review and discuss issues associated with billing.
- 2.10 Proposer must have a Documented Compliance Program in place and operational. A copy of the Compliance Program must be provided with the proposal. The Compliance Program should be a self-assessment on billing, documentation, medical necessity, etc.
- 2.11 The Proposer must include with the proposal a sample bill, forms and the messages that will be used on each successive bill mailed, as a part of the response.
- 2.12 The Proposer must describe in detail the training it will provide to the FBFD. The method of delivery, topic, outline, and length of the training should be detailed. Indicate whether this training process has been used for other clients and proposer's assessment of its effectiveness. Identify other clients that have used the proposed training program.
- 2.13 The Proposer must provide a detailed implementation and cut-over plan within this section. This plan should include, but not limited to:
- a) The timeline and details on how the Proposer will assure a smooth transition and start-up of billing services when the contract commences.

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- b) The necessary activities to ensure that the Proposer will initiate billing services on the agreed start date of the Contract.

- 2.14 Complaint Resolution Process: The Proposer must describe its complaint resolution process including but not limited to how complaints are investigated and resolved; and how information regarding complaints will be communicated with the COFB.
- 2.15 Identify the member or members of management team in place that will service the COFB's account. Identify the number of accounts this management team services and where those accounts are located.

CRITERIA #3 - QUALITY AND COMPLETENESS OF RESPONSE (MAXIMUM POINTS: 10)

Please attach the following evaluation information

- 3.1 Each proposal should comprehensively describe the Proposer's current practices and proposed activities for the services delineated in this Request for Proposals and the final Agreement. The proposals should be concise, contain a Table of Contents and follow the format and as delineated herein.

CRITERIA #4 - COMPLIANCE (MAXIMUM POINTS: 10)

Please attach the following evaluation information

- 4.1 The proposer must provide a summary of the compliance activities of the Proposer to include training, policies and procedures.
 - a) Discuss the Proposer's compliance program and how the program meets or exceeds the requirements of the Centers for Medicare & Medicaid Services (CMS) and Health Insurance Portability Accountability Act (HIPAA).
 - b) Discuss the importance of compliance within the organization and adhering to Medicare, Medicaid, state and federal regulations and requirements. And include a listing of past/present penalties/findings (if any) from Medicare or Medicaid audit and their resolution; if there are none, affirmatively indicate this fact.
- 4.2 Please provide detailed information on the designated compliance officer and their qualifications, training and education. The Proposer should provide a copy of its HIPAA policy and regulatory compliance plan for adhering to federal and state healthcare program rules and regulations.
- 4.3 The Proposer must furnish evidence that the company and each of its employees have not been excluded from participation in state or federal healthcare programs.
- 4.4 The Proposer must provide a copy of a current Type II Statement on Auditing Standards No. 70 (Type 11, SAS 70) certification from an independent auditor.

CRITERIA #5 - CONTINUITY OF OPERATIONS (MAXIMUM POINTS: 5)

Please attach the following evaluation information

- 5.1 The proposal must provide a summary of the methods that the Proposer intends to use for the storage of records and the related security and disaster recovery plans; and how it plans to ensure continuity of operations to operate in the event of a disaster or similar event that results in an interruption of the normal operating conditions of the Proposer's primary place of business providing services to the COFB or any of the support or technical aspects of that office. *Include details about how the plan is exercised to assure the plan produces the intended results.*
- 5.2 The Proposer should furnish a copy of the organization's continuity of operations and disaster recovery

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plan.

CRITERIA #6 - REPORTS (MAXIMUM POINTS: 5)

Please attach the following evaluation information

- 6.1 The Proposer must describe in detail the monthly reports to be provided to the COFB and provide model monthly reports under this section of the proposal.

Provide a sample of each of the following required monthly reports per the scope of services:

- a) Schedule of Transport Charges & Mileage
- b) Collections Monthly Billing and Balance Due
- c) Collections Summary Insurance Receivable Report
- d) Payment Report
- e) New Billing Report
- f) Responding Unit Report
- g) Collection by Financial Class
- h) Report of Accounts Receivable
- i) Report of Accounts Receivable Removed from AIR (sent to collections)
- j) Billing Adjustment Report (write offs/reversals)
- k) Audit Report of Accounts Changed (ALS to ALS2 or BLS to ALS, etc.)

CRITERIA #7 - REFERENCES (MAXIMUM POINTS: 10)

Please attach the following evaluation information

- 7.1 Demonstrated Performance: The proposal must include a description of the Proposer's business volume and clients. A complete list and brief description of each EMS billing service contract currently in progress or completed within the last five years. Include a description of the services rendered, length of contract, and annual number of claims billed. The Proposer must be able to demonstrate experience in billing for a municipal EMS service.
- 7.2 The Proposer must be based in the United States and have an established reputation of permanency and reliability in the field of EMS accounts receivable services. Each proposer must furnish satisfactory evidence of its ability to provide the services described in this proposal.
- 7.3 References: The Proposer should provide the names and contact persons for at least five (5) EMS clients as references to verify its performance as a patient account receivable service. The references should include a description of the organization, the name, address, and phone number of the Proposer's primary contact at the organization. References should include a municipal based organization; and demonstrate an ability to utilize billing software to interface with an ePCR program.

CRITERIA #8 - COST (MAXIMUM POINTS: 10)

Please attach the following evaluation information

- 8.1 The Proposer must provide a cost proposal for the extent of this contract covered under the Agreement.
- a) The cost proposal requires that the Proposer estimate the net revenue for each year based on the information provided in this Request for Proposals and project the cost for services to the COFB.
 - b) Provide a total proposed fee as a percent of revenues collected related to the performance of these services, exclusive of Medicaid accounts. In accordance with Florida Statutes, provide a flat rate fee for each account paid by Medicaid.
- 8.2 All fees and costs must be included in the total pricing.
- a) This includes the cost of any software, hardware, forms, printing, phone charges, postage, etc.

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- b) During the evaluation, the total net collections used to quantify the Proposer's fees will be estimated by the COFB. This will be done to ensure equitable comparison of all Proposals.

CRITERIA #9 - PRESENTATION (MAXIMUM POINTS: 30)

Please attach the following evaluation information

While this presentation should include and build on your responses to the other criteria in this proposal, it should also explain how and why your firm is the right one to advance the COFB's current level of service to the next level in terms of a comprehensive package that goes beyond price. It should illustrate and explain specifically how your firm would use their expertise in each of these areas - as well as others that may not be listed herein to accomplish this objective. Finally, it should discuss how the results of this effort will be quantified and measured. It will be expected that the following questions/topics/concerns be addressed in your presentation:

- 9.1 What is the procedure when the billing company receives denials on claims? Please provide a sample of your monthly billing statement.
- 9.2 The FBFD would like to be given access to billing company's system - is there a problem with this? Is there a dedicated team assigned to handling only FBFD claims and customer service calls?
- 9.3 How does the billing company obtain the PIP insurance on the auto liability claims?
- 9.4 Only FBFD has the authority to write off or make adjustments on accounts. How would you propose to implement a write-off or adjustment policy?
- 9.5 Where will patients be calling for questions regarding a bill? (Call center? Located where?)
- 9.6 How is insurance information obtained and/or confirmed? (Electronically? Calling patients?) Do you partner with other health care providers or clearinghouse companies to capture insurance information when it is not provided?
- 9.7 How are compliance issues and audits handled?
- 9.8 Does the billing company employ certified coders to code and submit claims, or is a billing clearinghouse used? What percentage of claims are denied for untimely filing?
- 9.9 Do you have experience working with ESO ePCR software? Are there any modifications or special programming necessary to be compatible with your system?

The COFB of Fernandina Beach shall be the judge of its own best interest regarding the evaluation of the submittals. Selection of the firm(s) may be made to the most responsive and responsible firm's submittal determined to be the most advantageous to the COFB.

The COFB reserves the right to consider information and fact, whether gained from the firm's submittal, question and answer conferences, references, and/or other sources in the evaluation process.

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AWARD

Award recommendation shall be made based on ability to provide Scope of Services, price and experience/qualifications. The COFB reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The COFB also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

CONTRACT DURATION

The purpose of the RFP is to enter into an agreement with the COFB to provide Emergency Transport Services Billing, beginning with a two year contract period with options to renew for up to three additional annual periods, for a total potential contract term of five years providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the COFB.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the COFB. The extension period shall not extend for more than ninety days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the COFB.

RENEWAL OF CONTRACT

The option for renewal will only be exercised upon written mutual agreement and with all original terms, conditions and pricing (adjustments may be made to pricing based on the Consumer Price Index at the time of renewal) with no other deviations. Price adjustments upon renewal shall be based on the percent change in the Consumer Price Index, All Urban Consumers, for the COFB of Fernandina Beach from October 1 to September 30 of each prior and renewal year respectively, as published by the United States Department of Labor. Any renewal will be subject to appropriation of funds by the COFB of Fernandina Beach Commissioners.

BID PACKAGE

Bid Documents and Specifications are available to download from the COFB of Fernandina Beach website at www.fbfl.us/bids, and DemandStar at www.demandstar.com. Questions regarding bid package can be directed to Wanda Weeks, Purchasing Agent, wweeks@fbfl.org.

CONTACT

Specification questions during the submittal period must be submitted in writing to Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

Bidders are hereby put on notice that no contact will be made with any of the COFB Commission members, other COFB staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the COFB's website at www.fbfl.us/bids and DemandStar at www.demandstar.com. It is the bidder's responsibility to check the COFB's website for Addenda prior to submitting their bid. The deadline for questions is ten days before the bid opening.

If there is an Addendum it becomes part of the original RFP and must be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or COMPANY submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

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INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Request for Proposal.

LICENSES

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The COFB is an equal opportunity/affirmative action employer. The COFB is committed to equal opportunity employment effort and expects firms that do business with the COFB to have a vigorous affirmative action program.

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GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

1. **PREPARATION OF PROPOSAL** – REQUEST FOR PROPOSAL will be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Price Submittal Form, attached hereto as “Exhibit A” and “Exhibit A-1”, must be used when submitting your REQUEST FOR PROPOSAL.
 - b. All information required by the Contact Sheet/Proposal Form must be furnished. The Proposer must print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices must be shown and where there is an error in extension of price, the unit price will govern.
 - d. Alternate Proposals will not be considered unless authorized by the Request for Proposal.
 - e. Proposers will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the COFB is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Proposers must make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Proposer of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The COFB’s Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB COFB of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Request for Proposal.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Request for Proposal.
 - i. Deliveries are to be made during regular business hours.
 - j. Proposals and Proposal prices must be valid for a minimum of ninety (90) days, unless otherwise stated on the REQUEST FOR PROPOSAL.
2. **SUBMISSION OF PROPOSAL**
 - a. Proposals and changes thereto must be enclosed in sealed envelopes and addressed as instructed on the Proposal Form. The name and address of the Proposer, the date and hour of the Request for Proposal opening and the material or service must be placed on the outside of the envelope.
 - b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.
3. **REJECTION OF PROPOSAL**
 - a. The COFB reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The COFB will be the sole judge of the submittals. The COFB's decision will be final.
4. **WITHDRAWAL OF PROPOSAL**
 - a. Proposals may not be withdrawn after the time set for the opening for a period of time as specified.
 - b. Proposals may be withdrawn prior to the time set for the opening. Such request must be in writing.

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5. LATE PROPOSAL

- a. REQUEST FOR PROPOSAL and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Proposers must comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR PROPOSAL and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the proposal.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the proposal.
- d. The COFB of Fernandina Beach requires that the Proposer selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the proposal.

7. AWARD OF REQUEST FOR PROPOSAL

- a. The REQUEST FOR PROPOSAL will be awarded to the most responsive and responsible proposer offering the best value to the COFB of Fernandina Beach.
- b. The COFB reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order) mailed or otherwise furnished to the successful Proposer will result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement will be one year, with two one-year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the COFB's Contract and General Conditions for Construction Services. An example of the contract can be found on the COFB's website at www.fbfl.us/bids, Bids and Purchasing web page.
- f. Agreement may be cancelled with 60-day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

- a. The COFB will not be responsible for any cost incurred by a prospective Proposer in responding to this REQUEST FOR PROPOSAL.

9. BONDS

- If Proposal is less than \$100,000 no Proposal Bond or Payment and Performance Bond required.
- If Proposal is greater than \$100,000 and is for material only, a Proposal Bond is required but no Payment and Performance Bond is required.
- If Proposal is \$100,000 - \$200,000, and is for services, a Proposal Bond is required but no Payment and Performance Bond is required.
- If Proposal is greater than \$200,000, and is for services, Proposal Bond and Payment and Performance Bond is required.

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PROPOSAL BOND:

- a. If the Base Proposal or the Base Proposal plus the sum of any alternates fall into the criteria above requiring a Proposal Bond, the Proposer must enclose a Certified Check or Proposal Bond with each Proposal. A Certified Check or Proposal Bond must be for an amount not less than five percent (5%) of the Proposal price and must be made payable to the COFB OF FERNANDINA BEACH as a guarantee that the Proposer will not withdraw its proposal for a period of ninety (90) calendar days after Proposal closing time. Proposal Bonds or Certified Checks will be returned to unsuccessful Proposal within 10 days of proposal award. Successful proposers will receive their Certified Check or Proposal Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

- a. In the event the Contract is awarded to the Proposer, Proposer will thereafter enter into a written contract with the COFB OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Proposer must forfeit its proposal security. Payment and Performance Bond must be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The following exceptions to proposer providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the COFB an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security must be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security must be in the amount of the proposal.

10. PUBLIC INFORMATION

- a. All information contained in this Proposal is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

- a. The COFB reserves the right to require Proposers to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the REQUEST FOR PROPOSAL should be communicated as per instructions in the REQUEST FOR PROPOSAL.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The parties recognize that COMPANY is an independent Contractor. COMPANY agrees to assume liability for and indemnify, hold harmless, and defend the COFB, its commissioners, mayor, officers,

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employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of COMPANY, its officers, employees, agents, and representatives. COMPANY's liability hereunder must include all attorney's fees and costs incurred by the COFB in the enforcement of this indemnification provision. This includes claims made by the employees of COMPANY against the COFB and COMPANY hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision will survive termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification will be construed to be a waiver of any immunity or limitation of liability the COFB may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the COMPANY must, at its sole expense, maintain the following insurance on its own behalf, and furnish to the COFB certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, will mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 - 2. Completed Operations/Products Liability.
 - 3. Broad Form Property Damage
 - 4. Personal and Advertising Injury Liability
 - 5. Independent Contractors
 - 6. Endorsements must be furnished reflecting the inclusion of the interests of COFB.
 - 7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the COFB.
 - 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your Company).
 - 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s),
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000) Dollars.

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- D. Umbrella / Excess Liability Insurance with a limit of no less than One Million (\$1, 000,000) dollars minimum per occurrence.
- E. During the term of this agreement, (if applicable) the COMPANY will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the COMPANY. The amount of insurance must not be less than One Million (\$1,000,000) Dollars per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any COMPANY contains deductible(s), penalty(s) or self-insured retention(s), the COMPANY whose insurance contains such provision(s) must be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense must furnish to the COFB Certificates of Insurance and other required documentation evidencing the following coverage which will provide for the interests of COFB to be named as Loss Payees and will contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities named in the contract.
- H. The above insurances must each contain the following wording verbatim: "[Name of Owner], [Name of Contractor] , are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of Contractor] and by certified mail-return receipt requested ."
- I. The Contractor must file certificates of insurance prior to the commencement of work with the Owner and the Contractor which will be subject to the Owner approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials must contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of Contractor], and all other indemnities named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor must be required to maintain limits of liability of not less than One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder must be made by the COFB to the COMPANY in accordance with the Florida Prompt Payment Act.

15. PROPOSAL PROTESTS

Proposal protest conditions and procedures are in accordance with COFB Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

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16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, COMPANY may not participate in the proposal if COMPANY is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, <https://www.sam.gov/portal/SAM/>. COMPANY must include copy of search results with bid or proposal.

17. LOBBYING

- a. Lobbying is defined as any action taken by an individual, company, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the COFB Manager, and/or any COFB Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS must not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters must be directed to the COFB Manager. The COFB Commissioners and/or the COFB Manager may disqualify any solicitation response where any Commissioner, the COFB Manager, and/or COFB Personnel have been lobbied in violation of the black-out period.

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EXHIBITS

EXHIBIT “A”	Contact Sheet
EXHIBIT “A-1”	Price Submittal Form
EXHIBIT “B”	Public Entity Crimes
EXHIBIT “C”	Drug-Free Workplace Certification
EXHIBIT “D”	E-Verify Statement
EXHIBIT “E”	Proposer Acknowledgements and Agreements
EXHIBIT “F”	Conflict of Interest
EXHIBIT “G”	Non-Collusion Affidavit
EXHIBIT “H”	Disputes Disclosure

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EXHIBIT "A"
CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

COFB, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

Submitted By: _____

Title: _____

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "A-1"

PRICE SUBMITTAL FORM

The undersigned, having carefully examined and being familiar with the obstacles and conditions that will be encountered during the execution of the Contract, hereby offers and agrees to furnish all labor, supervision and materials necessary to the perform the Contract Services in accordance with the proposed contract documents, without exception for the following:

It is agreed by the undersigned offer or that the signature and submission of this proposal represents the PROPOSER'S acceptance of all terms, conditions, and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

Overall Contract Fee or percentage for EMS Billing Services as outlined in the attached Scope of Services for all billings:

Vendor Fee % per Claim (Excluding Medicaid): % _____

Medicaid Flat Fee Amount per Claim: \$ _____

Optional HIPAA Alternate Amount: \$ _____

Is there a minimum monthly fee? _____ If so: \$ _____

Name (typed or printed): _____

Signature _____

Title: _____

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Florida is ____/____/____.

State Contractor License No. _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The COFB of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, must be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months must be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

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executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted COMPANY list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted COMPANY list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted COMPANY list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20__, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/COMPANY certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this COMPANY complies fully with the above drug-free workplace requirements.

COMPANY/CONTRACTOR: _____

COFB: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/COMPANY acknowledges and agrees to the following:

I/COMPANY will utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to COMPANY the employment eligibility of:

1. All persons employed by the COMPANY during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the COMPANY to perform work pursuant to the contract with the Department.

Individual/Company/Contractor: _____

Authorized Signature: _____

Title: _____

Date: _____

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EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, /Contractor, or COMPANY presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER’S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER’S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER’S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: _____ Title: _____

Signature: _____ Date: _____

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EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above-named entity is submitting a Proposal for the COFB of Fernandina Beach.
2. The Affiant has made a diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the COFB of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the COFB of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the COFB of Fernandina Beach.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20__, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Responder, COMPANY or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Responder, COMPANY, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the COFB of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 20__, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires:

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EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your COMPANY or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES____NO____

Has your COMPANY, or any member of your COMPANY, been declared in default, terminated or removed from a contract or job related to the services your COMPANY provides in the regular course of business within the last five (5) years?

YES____NO____

Has your COMPANY had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your COMPANY provides in the regular course of business?

YES____NO____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts must be cause for forfeiture of rights for further consideration of this proposal for the COFB of Fernandina Beach.

COMPANY

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL