



CITY OF LOCKPORT

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TIM RUSSO
Director of Finance

REQUESTS FOR PROPOSALS

The City of Lockport is requesting sealed proposals for

Lockport Fire Department – Emergency Medical Services Billing

Notice is hereby given that sealed proposals for the services above will be received and considered by the City of Lockport up to 2 pm on January 17th at the office of the City Clerk, municipal building, One Locks Plaza Lockport NY, 14094.

Proposers will provide one written quote that contains the total cost of the scope of work.

Please contact City Clerk Sarah K. Lanzo at 716-439-6776 or city.clerk@lockportny.gov with any questions.

The City of Lockport, NY reserves the right to reject any or all proposal, to consider the reputation and experience of the Proposal in making its selection; to waive any informalities or minor deviations from the proposal form, and to award work to other than the lowest quote, if good and sufficient reasons, it is considered in the best interest of the City of Lockport to do so. The City will not reimburse any costs associated with the preparation of RFP(s).

Publish Date: January 3, 2022

1. Introduction

The City of Lockport is soliciting RFP(s) from Emergency Medical Service (EMS) billing Contractors who are interested and qualified to provide the required product and services as indicated herein. It is the intent of the City of Lockport to select a single provider to accomplish all the services outlined in this request. RFPs will be evaluated utilizing the criteria herein.

2. Background

The City of Lockport is a City located in Western New York with a population of approximately 21,000 people. On December 19, 2022, the City of Lockport Common Council approved a resolution to initiate ambulatory services in-house in the City of Lockport Fire Department. In the past, the City had been providing said services until 2014 when financial distress led to the dissolving of in-house ambulance services. The City has been approved to provide two ambulances for use. While we are in early stages of implementation, based on information from third party providers, we anticipate an annual total of 2,268 transport trips. The estimated payer distribution is as follows:

Payer	Annual Trips
Medicare	1058
Medicaid	797
Commercial	271
Facility Contract	3
Bill Patient	139
Total	2268

An external audit was done in late 2022 to assess the financial capability of in-house services. Said audit is attached for reference.

3. Scope of Work

It is the intent of the City of Lockport to contract with one (1) Firm for the billing and collection of ambulance fees. The City is requesting RFPs from qualified Firms for the billing and collection of ambulance fees. The resulting contract shall remain in full force and effect with Firm fixed prices for a period of twelve (12) months, subject to an annual performance review by the Fire Department and Finance management team. The City shall have the option of extending this contract for additional one-year periods, subject to approval of funding and review of the service provided by the Contractor. Contract shall be extended upon mutual agreement of both the vendor and the City. Contractors should provide a sample of its standard services contract with their RFP for City review. The contents of any resulting contract shall be subject to negotiation and consent on the part of both parties. The Contractor shall include satisfactory assurances under the "business associate" provisions of the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations that the Contractor will safeguard the City's protected health information in accordance with the standards set forth in the privacy rule.

The Contractor will facilitate the provision of the latest National Emergency Medical Service Information System (NEMSIS) compliant electronic patient care reporting (ePCR) system of the City's choosing and required computer hardware.

The Contractor will charge a flat percentage, all-inclusive fee for billing services. Separate fees for provision of ESO as the ePCR provider and hardware will be detailed as well. The ePCR system must have the approval of the City of Lockport Fire Department (LFD) prior to consideration. The contractor shall carry and provide proof of insurance with a minimum of \$1,000,000 coverage.

Billing and Collections

The Contractor will be responsible for providing billing, accounts receivable and delinquent account collection services for the City's Emergency Medical Services (EMS). Any use of a sub contracted collections agency for delinquent accounts by the Contractor will be at the Contractor's expense.

The Contractor will review current EMS billing activities and rate schedules and make recommendations to City on any rate adjustments that may be necessary.

The Contractor will use professional trained and fully compliant coders to manually review and code all run reports.

The Contractor shall file initial client billings and customer insurance claims within five (5) working days from receipt of transport information from LFD. The Contractor shall not have the right to refuse to bill and collect any EMS fee.

Information for ambulance billing is often gathered under urgent conditions and may be incomplete. The Contractor shall obtain any missing data necessary for billing through telephone or e-mail queries from the appropriate source; the ePCR provider, LFD, the receiving hospital, or the patient. (Using the postal mail system for such inquiries is discouraged and only viable if telephone contact numbers are unavailable.)

The contractor shall provide a proposed billing and collection procedure including sample bills, letters, notices, language and timelines. The successful Contractor shall work with the City to formalize and implement City authorized billing and collection protocol.

The Contractor shall be responsible for rebilling the insurance company for its portion of a bill if the claim is not paid in accordance with the City's terms. If correspondence with the insurance company is required, a copy of the correspondence should be sent to the customer.

To obtain prompt payment of accounts the Contractor shall request patients, insurance carriers or other responsible parties to pay any outstanding balance within thirty (30) days of the billing date.

The Contractor shall agree to implement new fee schedules from time to time as directed by the City.

The Contractor will suspend the billing and collection efforts on any EMS fee upon written notice via email to do so by the LFD Fire Chief or his designee and write off the balance of an account.

The Contractor will be required to bill the patient's secondary and tertiary insurance carriers (if applicable).

The Contractor must be fully compliant with all rules related to all forms of medical billing. Contractor must also provide proof of a compliance program adhering to proper billing guidelines, contractor shall provide a copy of the companies' policies and procedures, contractor shall denote the existence of a compliance officer for the company, internal auditors if retained, Office of Inspector General (OIG) compliance procedures, billing enforcing standards and quality assurance and control program. In addition the

contractor shall provide proof of an audit program that satisfies the rules established by Centers for Medicare and Medicaid services (CMS).

The Contractor will be responsible for timely submittals to Insurance Companies, Medicare and Medicaid. If the Contractor fails to bill Insurance Companies, Medicare and Medicaid in a timely manner which leads to lost collections, the Contractor may be held liable for reimbursement to the City for the amount of the lost collections.

The Contractor shall be equipped with computer operations to receive and send data electronically. The Contractor shall have the capability of electronically transmitting claims to Medicare. Contractor will indicate if they are filing electronically for any service at this time and how other types of insurance filing will be handled.

The Contractor shall work with the City staff to implement and maintain procedures which facilitate the electronic exchange of all data necessary to accomplish the billing, collection and reporting requirements of this RFP.

The Contractor shall use the National Provider Identification (NPI) number for City of Lockport EMS.

The Contractor will work with the City of Lockport to ensure that all requirements of HIPAA are met. The Contractor will distribute Privacy Notices, in the form required by the City, to all EMS customers.

The Contractor will be required to collect the patient's signature in cases where the City's EMS personnel were unable to obtain the patient's signature during transport. The record of this signature shall be maintained by the Contractor for review by Medicare and City auditors. The Contractor shall make and document no less than two attempts to obtain the patient's signature.

The Contractor must make every effort possible to make collection within 180 days of initial billing without jeopardizing the goodwill of the City.

The Contractor may authorize self-pay patients to liquidate any outstanding balance on an installment basis. No interest shall be charged to patients for these extended terms. Patients making payments on an installment basis shall be tracked by the Contractor. Any patient making prompt, regular installment payments shall not be turned over to a collection agency. If a hardship case is brought to the attention of the Contractor or the LFD Fire Chief of the Lockport Fire Department, the fee of a patient may be lowered if agreed to by both parties by an amount of 30% and the patient placed on a payment plan of no less than \$50.00 per month.

As part of the collection of accounts receivable, the Contractor will be required to pay for all postage, computer equipment, billing software, computer supplies, envelopes, address labels, letterhead, insurance claim forms, Privacy Notices and all other supplies needed to collect the amount due.

The City recognizes that under Medicare guidelines, the City can only bill the Medicare patient the amount that the Medicare Explanation of Benefits sheet indicates as the patient's responsibility. The remainder of the balance may be billed to secondary or tertiary insurance policies that the patient may have.

The City recognizes that under Medicaid guidelines, the City cannot pursue the Medicaid recipient for any balances remaining after Medicaid has made payment.

The Contractor will be responsible for processing all returned mail that originates from their mailings. The mail must be opened and processed within five (5) working days.

The Contractor will post the payments to the patient accounts within five (5) working days from receipt of information.

The Contractor must submit a detailed description of their compatibility with ESO to include:

1. Demand reports.
2. Software support details.
3. Implementation timeline.
4. Ability to work with and any past experience working with ESO.

The City reserves the right for additional information as needed.

Reports

The Contractor shall be required to submit monthly reports no later than the 6th day of each month for the preceding month. The City reserves the right to request additional reports at any time.

The reports most likely to be requested are:

- Aging of Accounts Receivable, to include (at a minimum) patient's name, date of service, account number, total amount due aged in thirty (30) day intervals from current to 180+ days
- Monthly Credit Detail report showing all payments recorded in the prior month, to include (at a minimum) patient's name, date of service, account number, total amount paid, date of payment, name of company or individual that made the payment
- Monthly Charge Detail report showing all invoices issued in the prior month, to include (at a minimum) patient's name, date of service, account number, company or individual to whom the invoice was sent, number of miles billed, and total charges
- Monthly Summary Charge report showing total number of calls and total amount billed by company, i.e. Medicare, Medicaid, private insurance companies, individuals, Tricare, etc.
- Year-to-date Patient Detail Report to include (at a minimum) patient's name, date of service, account number, total charge, total credits to date, balance due
- Monthly Adjustments Report showing all adjustments booked during the month, to include (at a minimum) patient's name, date of service, account number, amount of adjustment
- Monthly Refunds Report (Credit Balance Report) to include (at a minimum) patient's name, date of service, account number, and amount of overpayment. The report will be accompanied by supporting documentation of payments received on each account and any required write offs.
- A Charge/Credit Analysis Report showing the percentage of collections, amount billed, amount adjusted, amount collected and amount due by month for a minimum of a 12 month period.
- Listing of all invoices listed alphabetically by patient name
- Report of accounts prior to being sent to Collections

The City's fiscal year begins January 1 and ends December 31. On a fiscal year basis, the Contractor shall provide annual fiscal year financial and statistical reports. Required statistical and financial data may include, but not be limited to, the following:

- Total number of transports for the fiscal year

- Total amount billed for the fiscal year
- Total collections for the fiscal year
- Comparison of current year to prior years (when data is available to Contractor)
- Percentage of total transports which were Medicare, Medicaid, Private Insurance and Self Pay

Additional Requirements

The Contractor shall maintain records as required by Medicare, Medicaid and all other applicable government agencies and/or regulations.

Upon request, the Contractor shall make available to the City's internal and/or external auditors all records that pertain to the City's business. The Contractor will be required, upon notice, to allow the City and its authorized agents the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the contract period established; and during the period of five (5) years thereafter. Such activity shall be conducted during normal business hours and at the expense of the City. The City shall retain ownership of all such records.

The Contractor will be expected to adhere to generally accepted accounting principles in order to insure the establishment of an efficient billing, collection and recording system that is easily understood and audited.

The Contractor will keep and maintain adequate records of work, information, expenses, costs, invoices, materials provided and services performed pertaining to the City's EMS ambulance transport billing. These records shall be maintained for as long as NYS/Federal/ other regulatory entities require. The Contractor must provide and maintain a local or toll free telephone number for the purpose of processing customer account inquiries. Voice mail, fax number and e-mail or website address shall also be provided to customers. Under no circumstances shall customers pay the cost of the call. The Contractor must be able to handle customer inquiries Monday through Friday, 9:00am – 5:00pm at a minimum (excluding holidays). The contractor shall also provide avenues of communication for non-English speaking individuals.

All written or verbal communications between the Contractor, the EMS customer (patient or legal guardian) and insurance representatives will be conducted in a professional and courteous manner. The Contractor will, at all times, maintain a professional and courteous working relationship with the City of Lockport departments and divisions.

On an as-needed basis, the Contractor will be expected to meet with Lockport Fire Department. Meetings will be held on-site or at a mutually agreeable alternate location. The Contractor will be responsible for any expenses incurred to attend these meetings.

The Contractor shall be responsible for (4) non-consecutive onsite training sessions at time of contract execution and as needed throughout the term of the contract. The purpose of this training will be to ensure that all Lockport Fire Dept. personnel are trained regarding documentation, charges, applicable health care laws and regulations as they relate to the billing process.

The Contractor will be responsible for informing Lockport Fire Department of any information that is deemed pertinent to ambulance billing (i.e., Medicare and Medicaid billing changes).

The Contractor must provide the City with 24 hour a day, real-time electronic access to account data to include status of payments from insurance companies and Explanation of Benefits. There must be an inquiry capability that allows City personnel to view individual account activity as well as aggregate financial data.

All computer data/information concerning work performed under this RFP; including, but not limited to, patient information and balances due; shall remain the property of the City of Lockport at all times. Further, the Contractor must agree to surrender any and all information concerning work performed under this RFP (written and electronic format) within thirty (30) days of the termination of this contract. Contractor will also provide the City with final reports and statistics, including all data requested by the City at that time, within thirty (30) days after the contract ends, The City may agree to extend this time period to accommodate the final billing.

All work performed under this contract shall be of the highest professional standards and shall in every respect meet or exceed standard industry practice and comply with the Fair Debt Collection Practices Act. No harassing or “strong-arm” collection tactics shall be employed.

It is further agreed that the Contractor (separately and collectively the “Indemnatee”) shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney’s fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor’s work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

4. Selection Process

A committee will be appointed by the Mayor that will evaluate the submissions. Please note that this RFP does not obligate the City to select a bidder or accept a bid at this time or any time in the future. The City can at its sole discretion revise the requirement, scope, and selection process for this RFP at any time.

Please note that the City is also pursuing an ambulance consultation services RFP as well. If you would like your submission to be included for this RFP as well, please ensure that you list an hourly consultation fee in your proposal.