

**Request for Proposal (RFP) for:**

# **Emergency Transport Billing and Collection Services**



## **Job No. 23-13-FB**

**City of Kirkland  
Fire & Building Department  
123 Fifth Avenue  
Kirkland, WA 98033**



## City of Kirkland REQUEST FOR PROPOSAL

---

### I PURPOSE OF REQUEST

The City is requesting proposals from qualified firms experienced in providing emergency medical transport billing and collection services.

### II RFP PROCESS TENTATIVE SCHEDULE

The City will attempt to follow this timetable, which should result in a final selection by April 15, 2013.

Issue RFP	March 18, 2013
Deadline for questions – 4:00 pm	March 27, 2013
Answers to questions released - Noon	March 29, 2013
Deadline for submittal of proposals – 4:00 pm	April 4, 2013
Selection of successful proposal	April 15, 2013
Implementation of agreement	May 1, 2013

These dates are estimates and subject to change by the City.

### III SUBMITTAL INSTRUCTIONS

Proposals must be submitted no later than **4:00 pm on Thursday, April 4, 2013.**

We encourage that proposals be submitted by email. Emailed proposals should include "EMS Billing Services RFP" in the subject line and be addressed to: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). (Emailed proposals must be in MS Word or PDF format and cannot exceed 10MB).

As an alternate to email, proposals can be mailed or delivered to:

City of Kirkland  
Attn: Barry Scott – EMS Billing Services RFP  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033

#### Questions:

Questions regarding the RFP process should be addressed to Barry Scott, Purchasing Agent, at [bscott@kirklandwa.gov](mailto:bscott@kirklandwa.gov) or by phone to 425-587-3123.

Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to Captain Mark Jung, Fire Department Emergency Medical Services, at [mjung@kirklandwa.gov](mailto:mjung@kirklandwa.gov).

## **IV BACKGROUND**

The City of Kirkland Fire Department (the City) operates seven (7) EMS transport units; each is cross staffed with a fire unit. Transport units are staffed by firefighter/EMT-B crews, and collectively, they complete approximately 2,500 BLS-emergency transports annually. The City does not provide inter-facility BLS transport services, and advanced life support (ALS) transports are provided with full funding from the King County Medic One system at no charge.

Patient care reports (PCR) are currently completed on paper prior to transfer of patient care. When the crew returns to the station, a run report/Patient care record is created in Zoll-RMS and the paper PCR is referenced under the same incident number. The City is currently implementing an electronic patient care records (EPCR) system utilizing ESO Solutions services and tablet PCs. Implementation is expected to be complete within six (6) months.

## **V SCOPE OF SERVICES**

This section outlines minimum contract requirements for billing, collection, financial, and analytical services. Minimum requirements are listed here; however, the City of Kirkland is open to alternatives to meet the requirements described below.

### **A. General**

The City of Kirkland and the Kirkland Fire Department have earned the trust and respect of the Kirkland community through decades of service and commitment to those who live, work, and play here. The EMS transport fee program was developed to be consistent with the following overarching principles; successful firms will demonstrate how their organization is aligned with, and will support, the following principles:

1. The Kirkland Fire Department will provide exceptional emergency medical services to the community.
2. Emergency medical care will be provided without regard for a patient's ability to pay user fees.
3. Policies and procedures, regarding user fees for EMS transportation, will be fair, equitable, and consistent.

### **B. Billing:**

1. Receive electronic billing files and other billing related information via connection to secure FTP server
2. Provide and support any software tools necessary to extract billing files from the City's electronic patient care records system and create batch files that meet Washington State Auditor's requirement for verification of level of service, individual fees, and date of service.
3. Prepare and distribute invoices
  - a. According to the rates and policies established by the City
  - b. In compliance with all applicable laws and regulations including, but not limited to, those relating to Medicare and Medicaid services (CMS).
  - c. Bill all invoices in compliance with all Federal and State law, including the Fair Debt Collection Practices Act
4. Electronic filing is the preferred method of filing invoices to appropriate parties.

5. Utilize available resources and databases to obtain billing and insurance information on private pay accounts.
  6. Initial invoices will be processed within three (3) business days of receipt by the contractor.
- C. Collections
1. Process all claims according to timelines defined and agreed to by the City and the contractor. Claims should be divided into four categories
    - a. Medicare
    - b. Medicaid
    - c. Insurance
    - d. Private Pay
  2. Re-categorize claims appropriately after receiving payment from the primary payer and bill any remaining balance according to City policy.
  3. Process denials for Medicare, Medicaid, and insurance according to a schedule agreed to by the City and the contractor.
  4. Provide customer service by toll-free phone line, maintained by the biller, from 8:00 AM to 5:00 PM, Monday through Friday Pacific Time (except federal holidays).
  5. All payments for EMS transport service shall be deposited in a bank account specified by the City of Kirkland. The contractor shall deposit checks not less than weekly. Funds may be deposited electronically to the City of Kirkland's bank account directly by the Contractor, insurance payors, Medicare, or Medicaid.
  6. Process all refunds and overpayments in a timely manner agreed upon by the City of Kirkland and the Contractor.
  7. Upon receipt of a written notice form the City, signed by the Program Administrator, the contractor shall immediately suspend any invoicing and/or collection efforts on an account.
  8. The Contractor shall establish and maintain internal controls to ensure that transport billing is in conformance with applicable laws and regulations, and that transactions are accurate, properly recorded, and executed in accordance with policies and procedures established by the City and the Contractor. The City of Kirkland may audit or investigate the system of internal controls, and the Contractor shall cooperate with any audit or investigation. The City may require the Contractor to institute and maintain additional reasonable internal controls regarding City accounts.
- D. Reporting
- Detailed reports are required to monitor billing and collection progress. Reports shall include, but are not limited to:
1. Monthly reports shall include the following:
    - a. A monthly report showing all transports billed. The report shall include date of service, incident number, patient name, origin, destination, service level, mileage, and gross charges.
    - b. A monthly report showing aged accounts receivable sorted by category (Medicare, Medicaid, insurance, and private pay) and payer. The report should show accounts receivable at 30, 60, 90, and 120 days. The report should also show the last date of activity on the account and where next dollar payment is expected from.
    - c. A monthly report of payments received
    - d. A monthly report of all refunds processed during the month
    - e. A monthly report of all accounts referred back to the City for referral to delinquent debt collection services contractor or write off.

- f. A monthly report of all account denials broken down by payer and then by reason.
2. Other reports as needed for monitoring and evaluating the EMS transport program
- E. Analytical Services
  1. Provide analysis and expertise in all issues related to EMS transport billing. This includes analysis of EMS billing system program performance, analysis of trends, and other issues that may arise.
  2. Meet at least quarterly to review billing system performance and issues related to EMS transport billing.
  3. Prepare a written report that addresses strengths, weaknesses, opportunities and threats to the EMS transport billing program. The report should be prepared quarterly, and identify strategies to capitalize on opportunities and mitigate threats.
- F. Other Requirements
  1. Provide and support all software required for EMS transport billing
  2. Provide for secure FTP data transfer of batch files from the City of Kirkland computer network
  3. Provide for remote computer access to patient account information and reports by authorized City staff during regular business hours.
  4. Provide and maintain a security and disaster recovery plan/system to ensure uninterrupted service and preserve security and continuity of data. Provide a copy of the plan for review by the City.
  5. Execute a business associate agreement, with the City of Kirkland, that shall govern the use and disclosure of protected health information in compliance with applicable federal law, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA).
  6. Retain records in accordance with applicable Washington state law and City of Kirkland policy. Provide a copy of records retention policy as well as a detailed description of how and where records will be stored.

## **VI STATEMENT OF QUALIFICATIONS**

The following items are to be clearly addressed in the proposal in the order shown here.

- A. Firm Information
  1. Describe the experience of you firm in providing public sector Emergency Medical Transport Billing, Collection, Reporting and Analytical Services.
  2. Provide information on your organization's philosophy, mission statement and operating procedures.
  3. Provide your organization's hours of operation and contact information.
  4. Identify the location of the base office for the individuals who will be assigned services to the City.
  5. Is your organization a member of ACA International or some other organization representing professionals in the billing and collections industry?
- B. Ability to Meet Requirements
  1. Describe your billing and collection process and include information as to how your firm will meet the minimum requirements requested by the City
  2. Describe how your process may differ from the processes used by your competition.
  3. Describe how your firm will meet the reporting requirements requested by the City

4. Describe your firm's experience and expertise in providing analytical services as requested by the City.
  5. Describe your firm's disaster recovery plan/system.
- C. Summary
1. Provide a detailed transition plan and timeline necessary to migrate billing and collection services from the City's existing contractor.
  2. Explain in one page or less the unique features of your firm and how your proposed package of services will differentiate your firm from other's responding to this request.

## **VII TERMS AND CONDITIONS**

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- C. The City reserves the right to award any contract to the next most qualified consultant, if the successful consultant does not execute a contract within 30 days of being notified of selection.
- D. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- E. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFP. A copy of the City's standard Professional Services Agreement is provided (see attachment A). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney's office.
- F. The City shall not be responsible for any costs incurred by the consultant in preparing, submitting or presenting its response to the RFP.

**Contract:** The contract shall consist of the following documents: The Request for Proposals (RFP), the accepted proposal, a Professional Service Agreement (sample attached) and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

**Cooperative Purchasing:** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the supplier agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

**Compliance with Laws:** The supplier shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**VIII EVALUATION PROCESS**

Proposals will be evaluated by a committee of City staff. Evaluations will be based on criteria outlined herein. All proposals will be evaluated using the same criteria. The criteria used will be:

- A. Ability to Perform Required Services  
The City will consider all the relevant material submitted by each consultant, and other relevant material it may otherwise obtain, to determine whether the consultant is capable of providing services of the type and scope specific to the RFP. The following elements may be given consideration by the City in determining whether a consultant is capable:
  1. Ability, capacity and skills of the consultant to perform the scope of services, and implement program in a timely manner.
  2. References – Provide at least three (3).
- B. Fees  
Fees proposed for services to be performed.
- C. Schedule  
Ability to meet the City’s schedule for implementation in May, 2013.
- D. Unique Features  
Factors that differentiate you from your competition that provide added value to the City.
- E. Interviews  
If necessary, the City may conduct interviews as part of the final selection process. Interviews will be scored separately.

<b>Component</b>	<b>Score</b>
Responsiveness to the RFP	5 points
Ability to Perform Services	40 points
Fees	30 points
Ability to meet the schedule	5 points
References	15points
Unique Features	5 points
<b>Total</b>	<b>100 points</b>



## PROFESSIONAL SERVICES AGREEMENT

Attachment A

Job Name and Number

The City of Kirkland, Washington, a municipal corporation ("City") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Consultant"), agree and contract as follows:

### I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment \_\_\_\_\_ to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

### II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$\_\_\_\_\_, as detailed in Attachment \_\_\_\_\_.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as Consultant modifies such work to the satisfaction of the City.
- F. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

### III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.



**IV. OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant’s plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this contract are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

**V. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ for the City of Kirkland shall review and approve the Consultant’s invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

**VI. COMPLETION DATE**

The estimated completion date for the Consultant’s performance of the services specified in Section I is \_\_\_\_\_.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

**VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

**VIII. NONDISCRIMINATION**

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based

upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

#### **IX. HOLD HARMLESS/INDEMNIFICATION**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

#### **X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

##### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insured's for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**F. Occurrence Basis**

Any policy of required insurance shall be written on an occurrence basis.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XII. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

**XIII. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

**XIV. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

**XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, \_\_\_\_\_ . Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Marilynne Beard, Deputy City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_