

PART - ____

SCOPE OF SERVICES

- 3.1 DESCRIPTION AND OBJECTIVES.** The City of Atlanta, (the **CITY**) is seeking proposals from qualified firms to provide third-party billing and collection services for the Atlanta Fire Rescue Department (AFRD). The Consultant is responsible for managing and developing invoices for payments; billing individuals, insurance companies, Medicare, Medicaid; and all other collection activities for the usage and transport services rendered by the Atlanta Fire Rescue Department resources used in mitigating an emergency or non-emergency incident at Hartsfield-Jackson Atlanta International Airport.
- 3.1.1** Proponent selected should include in the proposal the ability to provide the following services for the Atlanta Fire Rescue Department's revenue enhancement initiatives. It is essential that the process is consistent with Atlanta City Code Sections 78-68 through 78-72, Article IV.
- 3.2 DATA SYSTEM INTERFACE ANALYSIS:** The Proponent will complete a data system interface analysis with the CITY'S Department of Information Technology. This analysis shall define and outline the methods and procedures to be used for data source connectivity and data mining for the purpose of revenue collection. The department will provide subject matter experts (SMEs) to assist in the process.

Specifically, Consultant will:

- a. Create, implement, and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third-Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human Services (OIG);
- b. Provide the City with at least 5 Panasonic Toughbooks and EPCR programs compatible with Georgia Emergency Medical Services Information System (GEMSIS) and EMBRS. Provide defective batteries and chargers with the Panasonic Toughbooks at no cost to the city. Provide the City with the ability to load protocols and EPCR programming with no set-up costs to be paid by the City;
- c. Provide system and equipment upgrades, replacements, and future enhancements at no additional cost to the City;
- d. Provide end-user training;
- e. Provide 24/7 online access to real-time reports;
- f. Provide 24/7 online access to patient data;

- g. Ensure data redundancy and disaster recovery capacity with back-up data;
- h. Provide appropriate storage and data back-up for records pertaining to City's bills and collections hereunder, accessible to City at reasonable times;
- i. Permit real-time read-only electronic look-up access by City to Consultant's SaaS service to obtain patient data and billing information.
- j. Maintain records in an electronic format that are readily accessible by City personnel and that meet federal and state requirements for maintaining patient medical records; and
- k. Ensure that all records obtained by Consultant from Emergency Medical Services and provided by the Atlanta Fire Rescue Department remain the property of the City of Atlanta. Records shall be returned to the City of Atlanta within 90 days after the conclusion and/or termination of said contract with Consultant.

3.3 BILLING DEVELOPMENT: AFRD will collect and forward data to the Proponent for analysis and formulation of invoices, billing, and collections development and activities.

3.3.1 The Proponent shall customize billing documents identifying AFRD and the CITY.

3.3.2 The Proponent shall direct payments to an account designated by the CITY, to which the CITY alone will have signature authority.

3.3.3 The CITY shall provide the proponent with a designated liaison for account management.

Specifically, Consultant will:

- a. Utilize up-to-date knowledge and information with regard to coding requirements and standards to comply with applicable federal, state, and local regulations;
- b. Bill for services provided at the current rate, which is \$1,300 plus \$15.00 per mile;
- c. Manage accounts billed, collected, and outstanding;
- d. Provide quality claims review to ensure accuracy;
- e. Ensure Weekly Electronic Funds Transfer received at gross from paying agent;
- f. Prepare and submit initial claims and bills for City promptly upon receipt thereof, and prepare and submit secondary claims and

- bills promptly after identification of the need to submit a secondary claim;
- g. Assist City in identifying necessary documentation in order to process and bill the accounts;
 - h. Direct payments to a lockbox or bank account designated by City, to which City alone will have signature authority;
 - i. Pursue appeals of denials, partial denials, and rejections when deemed appropriate by Consultant;
 - j. Respond to and follow up with Payors and respond to messages or inquiries from a Payor;
 - k. Provide appropriate storage and data back-up for records pertaining to City's bills and collections hereunder, accessible to City at reasonable times;
 - l. Maintain records of services performed and financial transactions;
 - m. Provide Consultant's preferred collection agency with the data necessary for collection services to be performed when an account is referred to collections;
 - n. Support the provider in filing and maintaining required documentation and agreements with Payors (e.g., Medicare, Medicaid, Champus, etc.). However, Provider shall remain responsible for all required documentation;
 - o. Establish arrangements with hospitals to obtain/verify patient insurance and contact information;
 - p. Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments, and refunds;
 - q. Provide reasonable access to City for requested information in order for City to perform appropriate and periodic audits. Reasonable notice will be given to Consultant for any planned audit and will be conducted during normal business hours of Consultant, all at the City's expense;
 - r. Provide timely reports facilitating aspects of monitoring, evaluating, auditing, and managing the services provided;
 - s. Process refund requests and provide City with documentation substantiating each refund requested;
 - t. Acknowledge its obligations as City's Business Associate under the requirements of the Identity Theft Red Flag Rules promulgated under the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules") found in 16 C.F.R Part 681. Consultant will ensure that its activities for City are conducted in accordance with reasonable

policies and procedures designed to help detect, prevent and mitigate the risk of identity theft. Consultant will use reasonable efforts to help ensure that any agent or third party who performs services on Consultant's behalf in connection with this Agreement, including subcontractors, also agrees to implement reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Consultant will promptly alert City of any red flag incident involving City's data or that of City Patients in Consultant's possession of which we become aware, and the steps that are being taken to mitigate any potential security compromise;

- u. Assign billing to patient account numbers providing cross-reference to City's assigned transport numbers;
- v. Maintain responsibility for obtaining missing or incomplete insurance information;
- w. Provide accurate coding of medical claims based on information provided by City;
- x. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed; and
- y. Provide the City with monthly financial reports and projections.

3.4 ORIENTATION AND PREPARATION: The Proponent will provide classes that will cover a review of data collection, billing, reporting, records management, and other accounting activities. The Proponent must be prepared to give the data collection preparation classes so that it accommodates the fire department shift schedules. The Proponent must completely describe the content and length of the data collection preparation classes.

Specifically, Consultant will:

- a. Provide reasonably necessary training, periodically, as requested by City, to City's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.

3.5 PERFORMANCE REPORTS: Proponent will provide the Atlanta Fire Rescue Department with monthly performance reports for each reported incident at the conclusion of each month. The Proponent must completely describe the data provided in all feedback reports.

Specifically, Consultant will:

- a. Provide Quality Control: City quality control procedures will include, but are not limited to, the ability to run daily reports to

identify what has been submitted by EMS to the biller and weekly status reports from the biller's database to give the status of each transport submitted.

3.6 OUTSTANDING INVOICES: The proponent shall submit and release all delinquent bills greater than 60 days back to the CITY.

Specifically, Consultant will:

- a. Collect items not paid by Medicare, Medicaid, Insurance companies and self-pay;
- b. Retain accounts for a minimum of twelve (12) months, and after twelve (12) months, turn over accounts for which no collection has been made (unless insurance payment is pending) to Consultant's preferred collection agency. Notwithstanding the foregoing, no account shall be turned over for collection without City's consent. In the case of back billing, the twelve (12) month period would not begin until after Consultant takes possession of the unbilled tickets from the City.

3.7 NOTIFICATIONS TO AGENCY: The Proponent shall provide the CITY written notifications within thirty (30) calendar days whenever deficiencies on behalf of the CITY are recognized related to reporting or other relevant data collecting activities.

Specifically, Consultant will:

- a. Meet, as needed, with representatives of City to discuss results, problems and recommendations.
- b. Respond to any City, Payor or patient inquiry or question promptly.
- c. Provide a designated liaison for City, patient and other Payor concerns.

3.8 TIMELINES/DUE DATES: Proponent shall submit a proposed schedule to include management decision points with the goal of producing a billing and collection system within thirty (30) days of acceptance.

3.8.1 Proponent will develop schedules to ensure the best use of resources and to contain costs. Exceptions to the delivery time requirements may be addressed by taking exception to that section and proposing alternate dates; however, additional consideration will be afforded those Proponents capable of meeting those dates.

3.9 RESOURCE ALLOCATION: Proponent shall submit a detailed breakdown of their proposed fees indicating the resources allotted to the various parts of the plan. This breakdown shall include the cost system setup; the various personnel to be used; other miscellaneous fees and costs such as travel costs for consultants, training, and shipping materials, etc. The CITY will reserve the right to decline the full completion of all tasks, accepting only elements.

3.10 LEGAL ASSISTANCE: The Proponent will include the ability to provide expert testimony and/or other legal assistance should any part of the billing process result in litigation at no cost to the CITY/Atlanta Fire Rescue Department for a minimum of five (5) days.

3.11 PROPOSAL FORMAT

The Proposal must include responses to all of the information requested in this RFP. The Proposal shall include **Two (2) Volumes**, addressing each numbered section/subsections in the order requested, indexed and clearly identified. Submittals that are not in compliance will be eliminated accordingly. Proposals submitted for the project are to include (as a minimum) (1) Scope of Services, and proponent's understanding of services to be provided; (2) Proponent's experiences and references; (3) Staff qualifications and experience; (4) Cost Proposal and (5) Other supporting data as appropriate.

Each Proponent must format its written Proposal in accordance with the appropriate specifications detailed below. Proposal must be submitted in the form of Seven (7) binders marked "**Copy**" of **Volume I**. Two (2) binders marked "**Copy**" of **Volume II**. **IN ADDITION** One (1) of **Volume I and II** each binder marked "**Original**" for a total of Eleven (11) binders. Submittal shall be prepared on standard weight 8-1/2" x 11" letter size paper, with material on one side only, using 12-point font size and inserted in a flexible binder with standard three-hole punched paper, for each copy. Charts may be 11" x 17" in size **only if necessary for clarity** and provided they are Z folded to fit in the 8-1/2" x 11" binder.

VOLUME I

A. EXECUTIVE SUMMARY

The executive summary shall provide a concise overview of Proponent's solution for the City. Additionally, it should include the firm's background and qualifications of billing and collection services, and other economic development issues, firm's financial stability and overall organization, and why the firm is the best value choice for the City. Include any other information the Proponent feels relevant. Include a brief statement of approach to the work, understanding of the Project's goals and objectives and demonstrated understanding of the Project's potential problems and special concerns not to exceed eight (8) pages. The Proponent shall state any exceptions taken to any part of the RFP in a

separate section titled "EXCEPTIONS." The specific portions to which exception is taken shall be identified and explained. It shall be understood that any exceptions may be used by the City as grounds for rejection of Statements.

B. TEAM ORGANIZATION

Provide the following:

- a. Introduction of Proposed Professional Team ("Team") (maximum of (5) five pages;
 - b. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed;
 - c. A narrative description of the Team, and all proposed Subcontractors;
 - d. A narrative description of the roles assigned to the Team members and all proposed Subcontractors;
 - e. An organization chart of the proposed Team for this project indicating the role each Proponent member will fulfill; and
 - f. In the event that key Team members must be replaced during the course of the term of the Agreement, describe the back-up personnel plan.
1. Submit an experience matrix for the Team and any proposed Subcontractors. This matrix should describe exactly the type of work each Team member has performed within the past ten (10) years on projects of comparable scope and nature to the City's project. It is not sufficient to simply identify names of projects, or indicate an association with a project.
 2. It is a policy of the City to expand the number of qualified proponents. Proponents must submit a list of all projects performed for the City by the Team members during the past five (5) calendar years. Provide the following information for each project:
 - a. Name of the project, City Department, City Project Manager/Contact, Project Manager/Contact phone and fax numbers, and date of completion;
 - b. Short description of the project (one paragraph); and
 - c. Original contract amount and actual sum paid.

C. OVERALL PROJECT EXPERIENCE AND PERFORMANCE

Identify Plan Recommendation expertise exhibited or experience gained during

the past ten (10) calendar years with a minimum of five (5) references, limiting the response to five (5) projects and one (1) page per project, please provide the following information for each project:

1. The name of the project, the owner, and the project location;
2. A description of the project;
3. The dates of major project milestones including the date of completion and the date on which each milestone was actually achieved. Explain the reason for any significant schedule differences;
4. The original contract amount and the actual sum paid. Explain the reason for any significant differences. The reference should include a contact name, position, address, telephone, and fax number. This reference should be the owner's staff member who was in charge of the project for the owner;
5. Please list governmental clients indicating the government name, contact and telephone number for each client (not to exceed one page);
6. Please provide the number of collection and/or billing litigations filed against proponent resulting in settlements; and
7. Provide the number of collection and/or billing departmental complaints filed against proponent from departments, clients, and/or citizens.

D. KEY PERSONNEL

Provide resumes for each of the specific key personnel of the Proponent's proposed Team. The resumes should be limited to no more than two (2) pages per person and be organized according to the following:

- Name and Title;
- Personnel Billing Category;
- Professional Background;
- Current and Past Relevant Employment;
- Education;
- Certifications;
- List of Relevant Projects;
 - Client Name;
 - Project Name;
 - Project Description;
 - Role of the Individual;
 - Project Completion Date;
 - Reference Contact (Name and Phone Number); and
 - If the Proponent does not intend to locate all of these people in Atlanta, state what other arrangements would be proposed.

Provide the percent availability and percent commitment of key Team members to the project during the various stages of the project.
Provide a table that summarizes the involvement and role of each of the key personnel discussed in Item B, "Team Organization."

E. SUPPLEMENTAL RESUMES

Please include resumes for supplemental personnel who may be assigned to the project. Resumes shall not exceed two (2) pages per individual. Not more than fifteen (15) resumes shall be submitted.

F. TECHNICAL APPROACH

The Technical Approach should respond to Part III of this RFP. Proponent's statement submittal should be tabbed with page dividers that identify the required items by item numbers. Proponent shall submit a well-developed technical approach, incorporating quality control/quality assurance measures, and coordination and communication processes. For each phase of that technical approach, describe how the requirements and objectives can be met. As part of the approach, please address all relevant subjects, as you perceive them, and specifically address the following:

1. Your technical approach to providing a cost-effective, well-designed, and operable project that meets the objectives;
2. Cooperative relationships between your team, the City, other proponents and how your team will establish and maintain the necessary cooperative relationships;
3. Coordination with City staff;
4. Assistance to the City in validating the initial project program, budget and schedule;
5. Ensuring that proper and necessary communications will occur, and that pertinent project information is distributed to affected individuals to ensure that they are informed and appropriately involved;
6. Your activities such that the Agreement schedule and costs are appropriately monitored and controlled. Include as part of your submittal the "tools" which you intend to use in the management of the project elements; and
7. Include a table summarizing estimated staff-hours by personnel category by task.

G. COST PROPOSAL

Provide an estimate of costs for each of the elements of the Scope of Services, to the extent that they can be estimated, to allow the City to determine that the Proponent understands the factors to be considered in providing the Services

required and the level of effort required to adequately address the factors, without excess. Make and state such reasonable assumptions upon which the estimates are based. Where estimates depend on circumstances, show a range of costs, with a description of the circumstances that have a significant bearing on the cost. The City will not pay any upfront costs for this program. The Proponent should submit the service cost, maintenance cost and all other costs related to the Scope of Services.

VOLUME II

A. LEGAL CAPACITY AND STATUS

List any lawsuits to which any members of the Contracting Entity are currently a party or have been a party (either as a plaintiff or defendant) during the past five (5) years. For each suit, list all parties and indicate whether any party was a bonding Company, an insurance Company, an owner, or other. State the project giving rise to the suit, explain the basis for the claim, and state whether a judgment was entered against the member, or the member's bonding Company or insurance Company.

State whether any member of the Contracting Entity or any entity presently or previously associated with a member has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium, or assignment for the benefit of creditors, or otherwise sought relief from creditors. Explain the circumstances.

For all facilities contracted or owned by the Proponent Team member or members in the past ten (10) years, specify all violations of local, state, or national health and safety standards, and summarize Proponent team members' performance with respect to accidents, injuries, lost time-on-job, worker's compensation claims, and safety awards (include reported information and benchmarks wherever available).

For all facilities contracted by the Proponent Team member in the past ten (10) years, specify any instance where it defaulted or materially failed to comply with contractual or regulatory permit-related obligations regarding operating performance, financial obligations, or other standards. Has the Proponent team member ever had a contract terminated due to the quality of its work?

Explain all cases in the last ten (10) years in which the Proponent team member has had a claim in excess of \$250,000.00 made against it, had a claim for injunctive relief filed against it, or itself filed for injunctive relief. Note any previous and pending litigation against the Proponent team member based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or similar conduct under any local, state, or national jurisdiction.

Provide details if the Proponent team member, or any officer, director, executive level employee or individual authorized to represent the Proponent team member for purposes of this RFP, has been charged with a criminal offense within the last ten (10) years.

Describe any citation or notices of violation which the Proponent has received or caused to receive from any governmental agency in connection with any of the Proponent's work during the past five (5) years.

B. REQUIRED ATTACHMENTS

The following required submittals should be included in Volume II:

All EBO, EEO and First Source Job Program forms applicable (see Appendix A) must be completed and submitted. These forms will be included in all contracts issued to the Proponent: Insurance certificates in accordance with Appendix B requirements, Contractor's Disclosure Form Questionnaire (see Appendix C), Georgia Security and Immigration Compliance Act of 2006 and Georgia Security and Immigration Compliance Act Affidavit (see Exhibit B).

C. FINANCIAL STATEMENT/CAPABILITY

Given the magnitude and nature of the Work contemplated in this RFP, the City must be able to evaluate, verify and understand the Contracting Entity's financial capability and expertise to undertake and perform the Services. The Contracting Entity should demonstrate financial capability by providing the following documentation for each member of the Contracting Entity:

1. Documentation and discussion of the financial condition and capability of the firm(s);
2. Annual reports and financial statements, with associated notes for the last three (3) years, including income statements, balance sheets, and changes in financial position. The financial statements must be audited statements certified by a Certified Public Accountant (CPA);
3. At least two (2) bank or other institutional lender references;
4. Any other information that the Proponent may deem appropriate to reflect its financial capability.

Proponent will be deemed non-responsive if three years of financial statements are **not** provided for evaluation.

Unaudited financial statements are evaluated and scored based on 20% (maximum) of the total allotted points for the Financial Statement / Capability section.

3.12 EVALUATION CRITERIA.

All submittals will be evaluated using the criteria specified on the Percentage Evaluation Form. (See Exhibit I of this RFP). An Evaluation Committee, consisting of City representatives, will review the RFP submittals in accordance with the submittal requirements and the evaluation criteria set forth below:

A. GENERAL CAPACITY/ORGANIZATION/PERSONNEL (20 points)

This criterion measures the overall organization infrastructure, which should successfully incorporate the role of Subcontractors in a well-thought-out approach in undertaking the required Scope of Services with a minimum of five (5) references. Experience of the individuals proposed to lead and manage this project as well as the experience and resources of the Proponent will be carefully considered. Key factors to be considered are experience in providing these types of services for projects similar in scope and size, professional credentials and project leadership, reputation in the industry, and the references provided or obtained. Proponent will demonstrate its ability to meet project schedule with an understanding of the City timelines. The Proposal will include the resumes or curricula vitae of those qualified personnel to fill the duties of the assignments at the appropriate levels of professional credentials, past experience as defined by the City of Atlanta Fire Rescue Department for any assignment given within the Scope of Services of this Request for Proposal.

B. TECHNICAL APPROACH (20 points)

This criterion measures quality, thoroughness, and demonstrate success of effective methodology of assessment and expenditure of examination and testing services and other economic development issues. The ability to provide prudent business practices. The Proposal will outline the Proponent's plan to provide for the most effective management of the project or assignment put forth by the Atlanta Fire Rescue Department such that minimum charges will be made to the overall cost of the task with the maximum amount of productivity from the Proponent.

C. COST PROPOSAL (20 points)

Proponent's cost proposals will be evaluated on the completeness of their approach in addressing cost proposal issues and estimating their costs. Low cost per se will not necessarily be worth more points. The cost proposal is expected to demonstrate the Proponent understands the factors to be considered in providing the Services required and the level of effort required to adequately address the factors, without excess. Compensation should be reflective of the anticipated customer service and administrative costs that will be incurred for this project.

D. EXPERIENCE AND PERFORMANCE (20 points)

This criterion measures the competence, qualifications, and experience of the key professionals and technical staff's quality specific to examination and testing services.

E. FINANCIAL CONDITION (5 points)

Proponent will be evaluated on the strength of its Financial Statements. Annual Reports, which include Financial Statements from recent years, will also be reviewed. The review will focus upon the Proponent's Statement of Income, Balance Sheet, and Cash Flow Statements. Ratio Analysis will be included while determining the Proponent's financial strength as well as a review of the sources and uses of funds.

F. EQUAL BUSINESS OPPORTUNITY (15 points)

1. Presentation of an Equal Business Opportunity Plan detailing;
2. Proponents proposed Minority and Female Business Enterprise involvement on the project as subcontractors, suppliers, or joint venture team members;
3. Members or mentor protégé team members; and
4. Any good faith efforts made to meet project goals that have not been met.

G. COMPLIANCE TO ORDINANCES AND RESOLUTIONS (PASS/FAIL)

Proponent should demonstrate the ability to comply with applicable ordinances and resolutions of the City, the regulations ordinances of the County in which the work is to be performed, and the laws of the State of Georgia and the United States.

H. COMPLIANCE TO COMMENCEMENT AND COMPLETION SHCEDULES (PASS/FAIL)

Proponent should show the ability to comply with the schedule of the commencement and completion of the work or services.