
City of Traverse City

GOVERNMENTAL CENTER
400 Boardman Avenue
Traverse City, MI 49684
(231) 922-4440
(231) 922-4476 fax
tcmanage@traversecitymi.gov



Office of the City Manager

November 11, 2021

Proposer:

The City of Traverse City will receive sealed proposals in the Office of the City Manager, Second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Wednesday, December 8, 2021, at 10:00 AM** for the following:

**EMERGENCY MEDICAL SERVICES (EMS) AND FIRE SERVICES
BILLING AND COLLECTION SERVICES**

Specifications may be obtained from the City's website link at: http://www.traversecitymi.gov/bids_and_rfps.asp. It is the sole responsibility of the Proposer to check the website for updates and addenda prior to the proposal being submitted. Proposer may also sign up to receive notifications when proposals and RFPs are posted by sending an e-mail requesting same to ksheridan@traversecitymi.gov

The City of Traverse City reserves the right to accept or reject any or all proposals, waive irregularities, and to accept the proposals either on an entire or individual basis that is in the best interest of the City. The City accepts no responsibility for any expense incurred by the Proposer in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the Proposer. Only the successful Proposer will be notified.

You must indicate on the outside of the sealed envelope that the proposal is for the **“EMS/Fire Billing and Collection Services.”** You must submit **TWO (2) SEALED COPIES** of the proposal to the City Manager's Office prior to the above-indicated time and date or the proposal will not be accepted. Alternatively, E-Mailed proposals ***will be*** accepted. Please indicate in the subject line of your e-mail that you are submitting a “Sealed Proposal” together with the project description, “EMS/Fire Billing and Collection Services,” and submit your e-mailed proposal to tcmanage@traversecitymi.gov before **Wednesday, December 8, 2021, at 10 a.m.**

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed proposal prior to the date and time specified above in order to be considered. Please ensure that all requirements listed in the specifications are met. If you have any questions, please contact Fire Chief Jim Tuller at (231) 922-4930 ext. 2 or via email to jtuller@tcfire.org before the proposal is submitted.

PLEASE SUBMIT PROPOSAL TO: Kim Sheridan, Purchasing Agent
City of Traverse City/Manager's Office
400 Boardman Avenue, 2nd floor
Traverse City, MI 49684

INTRODUCTION AND GENERAL INFORMATION

The City of Traverse City will receive sealed proposals until **Wednesday, December 8, 2021, at 10:00 a.m.** for a qualified third party billing service to provide Emergency Medical Services (EMS) and fire billing services. As this is a formal sealed proposal, no faxed proposals will be accepted; however, e-mailed proposals will be accepted.

The purpose and intent of this Request for Proposal (RFP) is to solicit sealed proposals from a qualified firm, whose primary business is billing and collections of ambulance/EMS fees for services, to provide professional third party billing and collection services for EMS and Fire Services.

BACKGROUND:

The Traverse City Fire Department (TCFD) provides advanced EMS first response with secondary/backup transport, and is considering providing primary advanced life support transport.

The City of Traverse City comprises 8.66 square miles, and has a resident population of approximately 15,500 that is expected to grow by about 3.5 percent by 2023. Traverse City experiences a significant increase in its daytime population, and has a significant senior population.

The current number of EMS calls per year averages about 2,336, including service to the Cherry Capital Airport, with annual festivals drawing large crowds of up to 500,000 people, and is a destination for water recreation.

SCOPE OF WORK:

The City of Traverse City (City), desires to contract for the following services related to the billing for EMS services and other fire services provided by the City through its Fire Department.

- Mail an invoice to each patient treated and/or transported, at the rates established by the City for EMS services.
- Mail an invoice to each person or entity receiving billable Fire Services
- File all pertinent insurance claim forms for all patients based upon information received from the patient or obtained from successful bidder's research done at referring and/or receiving health care facilities.
- Send copies of patient care reports and Physician Certification Statements to Medicare, Medicaid, insurance companies, or any other third party payers (when requested) to obtain payment.
- Comply with attorney requests for billing charges in a timely manner.
- Any claim denials for medically necessary treatment and/or transports shall be resubmitted properly and within the time frame provided and additional information

provided within the resubmission to show validity of the claim for maximum benefit.

- Follow-up on electronically submitted and mailed claims for which payment has not been received at thirty (30), sixty (60), and ninety (90) days following initial submittal. Follow up efforts and results must be documented and available to the City of Traverse City Fire Dept/EMS for review.
- Record customer payments and refunds. The successful proposer will provide Traverse City Fire Dept/ EMS with necessary refund request including all pertinent information relating to refund payments to patients and/or insurance companies, indicating the refund payee's name, address and reason for refund.
- Any refunds will be paid by the Successful Proposer, and such payments will be identified and reported by the Successful Proposer and will be deducted from the next deposit to the City of Traverse City.
- Prepare monthly management/financial reports.
- When a billed account has become past due (an account older than the date service was provided plus one hundred twenty days (120), that has a balance larger than zero), return the account to the Traverse City Treasurer and Fire Chief with a listing of these past due accounts including all pertinent facts regarding attempted collection efforts. All such accounts must contain "biller's notes" showing reasonable attempts to collect and details of the claim progress, including noting conversations with patient, insurance company etc.
- The City of Traverse City may, at its option, leave selected accounts with the Successful Proposer for a longer period of time or turn the accounts over to a collection agency.
- Any other services as agreed to by the parties in order to effectively collect treatment/transport Fees and fire service fees.
- The successful proposer will cooperate with the City in all billing issues resulting in a lawsuit filed by the City or the patient.
Mail clients patient insurance information request forms or otherwise obtain necessary billing information.
- Mail an invoice to all clients receiving billable services.
- Identify any services not currently being billed that are considered billable services under State and Federal guidelines
- Follow-up with the Traverse City Fire Department with any questions to verify information to facilitate coding for billing of services.
- Receive and process all paperwork and respond to all telephone calls for the Traverse City Fire Department in relation to EMS and fire service billing and collection.
- Record all cash receipts and send deposits weekly, along with a corresponding cash receipt/refund report, to the City Treasurer.
- Provide and pay for all computer-related hardware and software support and upgrade expenses related to maintaining automated record keeping and claims

processing of EMS/fire service client records.

- Provide bill collection services within the constraints of the City collection policies.
- Provide EMS and fire service billing reports to the City each quarter, or more frequently upon written request by the City Manager or Fire Chief. Such reports shall include, but are not necessarily to be limited to:
 - EMS Services Cash Receipts by month, by funding source;
 - Fire Services Cash Receipts by month, by funding source;
 - Total Revenue by month, by funding source;
 - Monthly cash deposits report indicating deposits for the month and related month of service;
 - Billing and revenue by type of service;
 - Uncollected bills; Aging Reports; Type of bad debts/uncollectable; and
 - Additional reports upon request of the Traverse City Fire Department administration, or the City Manager's office.
- Work with any collection agency identified by the City of Traverse City.
- Provide strategy for improved billing efficiency and long-term planning.

The successful proposer must dedicate the staffing and any other resources needed to provide the required EMS billing and collection services. All personnel working on EMS Billing services must pass a fingerprint supported criminal background check. In addition, the successful proposer must be able to stay current with system upgrades needed to provide optimal billing performance and must train and supervise the EMS billing staff and provide staff as needed for any aspect of the EMS billing, reporting and collections. All personnel working on EMS Billing services must also adhere to all regulations and standards regarding privacy of medical record information, including but not limited to the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will be required to enter into a HIPAA Business Associate agreement in the form attached hereto.

The successful proposer will be required to follow all federal and state laws regarding collection

Services, including but not limited to the following federal and state laws and regulations:

- The Fair Debt Collection Practices Act, 15 USC 1692 et seq
- The Fair and Accurate Credit Transactions Act, 15 USC 1681m et seq
- The Fair Credit Reporting Act, 15 USC 1681 et seq
- The Health Insurance Portability and Accountability Act (HIPAA), 42 USC 1320d et seq
- The Telephone Consumer Protection Act, 47 USC 227
- The Electronic Fund Transfer Act, 15 USC 1693a
- The Michigan Regulation of Collection Practices Act, MCL 445.251 et seq
- The Michigan Consumer Protection Act, MCL 445.901
- The Michigan Occupation Code, MCL 339.901 et seq

In addition to signing a contract for the services covered under this RFP, the successful proposer will be required to sign a separate contract titled "Business Associate Addendum" (Appendix B) covering provisions on Protected Health Information found under HIPAA laws and regulations.

The successful proposer shall have a minimum of eight (8) years of experience in billing insurance companies, including Medicare, Medicaid, Third Party Insurances and HMO's, Commercial Insurances, Auto Insurances, Worker's Compensation and patients directly. Proposer must demonstrate at least five (5) years documented successful experience with and current knowledge of /EMS services billing. The Successful Proposer shall have or establish and maintain an office that operates, at a minimum, during normal business hours of 8:00 am to 5:00 pm Monday through Friday, excluding holidays. Proposer should have a toll free number for billing inquires during the term of this contract. The proposer must be capable of promptly addressing issues that may arise in connection with this agreement and/or day to day billing questions from Traverse City Fire Dept/EMS staff. Proposer shall have all the necessary equipment, such as dedicated phones lines, computer terminals, modems, and electronic storage facilities, sufficient personnel, materials, and supplies to operate as the City's medical and fire services billing provider.

TERM:

The initial contract term shall be for period of Three (3) years. Fees quoted shall remain fixed for the initial three (3) year term. The City Manager may extend the contract for an additional two (2) year term, providing both parties agree that all terms and conditions remain the same.

RESPONSE FORMAT

Proposers are encouraged to be concise. All proposals must include, but are not limited to the following:

1. Letter of Transmittal and three (3) copies of the proposal (preferably double- sided) if sent through the mail. If sent electronically, all documents shall be in .pdf format.
2. Proposer shall submit a proposed Scope of Service statement with the RFP response.
3. Lump sum bid price for each year of the proposal.
4. A brief description of your firm's history and experience with ambulance/EMS services billing.
5. A work history of up to three (3) related projects showing for each:
 - a. Name, address and phone number for each client.
 - b. Brief project description.
 - c. Statement as to whether project rollout was completed on time and within budget.
6. Location of the office from which the management of the project will take place.
7. Include a sample of reports (i.e. billing, daily deposit and A/R reconciliation reports).

CONTRACTOR SELECTION

Proposals will be reviewed and evaluated by City of Traverse City staff, and such review is based on information provided in the proposal. The City may request additional information prior to final selection. The selected proposer must be willing to enter into an agreement with the City as shown in the "Draft" Agreement provided in Appendix A.

CONTRACT REQUIREMENTS

Proposers are encouraged to review the Draft Agreement (Appendix A). The Proposer's response to this Request for Proposals will be made a part of the final Agreement.

INDEMNIFICATION

Any party responding to this Request for Proposals is acting in an independent capacity and not as officers or employees of the City. Any party responding to this Request for Proposals shall indemnify, defend and hold harmless the City and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the successful proposer's acts and/or omissions in or related to the submission of the response.

PUBLIC RECORDS

Any and all records related to the City, whether electronic, paper, or otherwise recorded, are subject to the Freedom of Information Act and the determination of how those records must be handled is solely within the purview of the City. The successful proposer must agree to retain, in its files, and to produce to the City within the time periods requested, all books, documents, accounting records, and other evidence related to the City, at any time during this Agreement. In addition, upon termination of the Agreement for whatever reason, the successful proposer/billing service shall deliver all records and pertinent correspondence concerning the accounts and collection activities thereto to the City, and the billing service will cooperate with the City or their assignees to affect an orderly transfer of the collection of the City's accounts receivable. If either party should terminate this agreement, the billing service shall be entitled to receive from the City, any and all payments due to the billing service up to and including the actual date of termination and transfer of accounts receivable. The billing service must turn over all records and have them delivered to a location designated by the City upon termination of the Agreement.

LIMITATIONS OF LIABILITY

The City assumes no responsibility and liability for costs incurred by parties responding to this RFP or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract.

COSTS ASSOCIATED WITH PROPOSAL

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity. The City will not reimburse any person or entity for any such costs incurred.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest proposal. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

OWNERSHIP OF DOCUMENTS

Any materials submitted to the City in response to this Request for Proposals shall become the property of the City. The responding party may retain copies of the original documents.

Proposer - Please complete and return

PROPOSAL SUMMARY

TITLE: EMS/FIRE BILLING SERVICES

DUE DATE: WEDNESDAY, DECEMBER 8, 2021 @ 10:00 A.M.

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this proposal. Proposer submits this proposal and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Proposer certifies that as of the date of this proposal the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Proposer understands and agrees, if selected as the successful Proposer, to accept a Purchase Order/Service Order/Contract and to provide proof of the required insurance.

Bidder submits this bid and agrees to meet or exceed all the City of Traverse City's requirements and specifications unless otherwise indicated in writing and attached hereto. Bidder shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Proposer certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Proposer certifies that none of the following circumstances have occurred with respect to the Proposer, an officer of the Proposer, or an owner of a 25% or more share in the Proposer's business, within 3 years prior to the proposal:

- a) conviction of a criminal offense incident to the application for or performance of a contract;
- b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Proposer's business integrity;
- c) conviction under state or federal antitrust statutes;
- d) attempting to influence a public employee to breach ethical conduct standards; or
- e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the proposer is unable to perform responsibility or

which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:

- i. The Natural Resources and Environmental Protection Act.
- ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
- iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
- iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

(f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

Proposer understands that the City reserves the right to accept any or all proposals in whole or part and to waive irregularities in any proposal in the best interest of the City. The proposal will be evaluated and awarded on the basis of the best value to the City. The criteria used by the City may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the City. The City is sales tax exempt – Government.

Proposer agrees that the proposal may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the proposal.

Lump Sum Proposal Year One: _____

Lump Sum Proposal Year Two: _____

Lump Sum Proposal Year Three: _____

OPTIONAL:

Lump Sum Proposal Year Four: _____

Lump Sum Proposal Year Five: _____

Submitted by:

Signature

Company Name

Name and Title (Print)

Company Address

Phone

Fax

City,

State,

Zip

EMAIL ADDRESS:

Sole proprietorship/partnership/corporation

If corporation, state of corporation

REFERENCES: (include name of organization, contact person, and daytime phone number).

1. _____

Contact Person: _____ Telephone: _____

2. _____

Contact Person: _____ Telephone: _____

3. _____

Contact Person: _____ Telephone: _____