

5. SECTION B - SCOPE OF SERVICES:

5.1. Background

5.1.1 The Montgomery County Fire and Rescue Service (MCFRS) is a combination (career and volunteer) all-hazards department that provides service to the most populous county in the state of Maryland. From the small, community-organized bucket brigades of the 1890's, MCFRS has evolved into a world-class, all-hazards, accredited agency with more than 1350 career personnel and 800 volunteers, supported by more than 100 professional staff and a significant number of volunteer administrative staff. These individuals come together to provide high quality emergency medical, fire suppression, heavy and technical rescue, arson and explosive investigations, hazardous materials mitigation, and community risk reduction services.

MCFRS currently operates 35 fire stations and 2 rescue stations.

5.1.2 The Montgomery County Fire and Rescue Service that the number of emergency transports was approximately 72,000 in FY23. This is broken down to 53% ALS and 47% BLS level services.

5.1.3 Current EMS transport fees established by the County Council are:

BLS	\$500.00
ALS 1	\$600.00
ALS 2	\$850.00
Mileage	\$8.50

5.1.4 Montgomery County EMS transport program has "soft billing" approach. The program philosophy is that all persons will be treated with the highest level of care without respect to ability to pay. Co-pays and deductibles are waived for County residents.

5.1.5 Montgomery County population is estimated to be 1,062,065 in the 2020 Census. Approximately 17.2% of the population was estimated to be 65 years of age or older in 2023. Median household income within Montgomery County in 2022 was \$118,323. In 2022, 92.6% of persons in Montgomery County are estimated to have had health insurance. As such, the County expects to achieve a collection rate that may exceed that of comparably sized EMS systems in the United States.

5.1.6 MCFRS currently uses the ImageTrend Elite system for collecting electronic medical records/patient care reports (ePCRs) during ambulance transports. This system produces a NEMESIS compliant file in XML format.

5.1.7 The County utilizes a lock box for central payment collection. The billing vendor will have access to the bank's portal for check copies, correspondence, and deposit detail reports.

5.1.8 Net collections for Fiscal Year 2023 were \$22,917,616.

5.2. Intent

Montgomery County Fire and Rescue Service is seeking a reputable, qualified billing company with experience and knowledge of the emergency medical services field and an ability to conduct all activities on the County's behalf with the greatest attention paid to compliance and business ethics. Prospective offerors are advised that the County will look to and rely, in part, upon the professional judgment, knowledge, experience and expertise of the Contractor with respect to the rules, laws, regulations and policies that govern billing and reimbursement of health care services. The County intends to award one contract as a result of this solicitation.

NON-EXCLUSIVE CONTRACT: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. Any contract entered into shall not restrict the County from acquiring similar, equal or like goods and/or services from other sources.

The County intends to have the option to include alternative medical billing revenue stream and ability to negotiate such into a future contract, when such option occurs.

5.3. Statement of Needs

Offerors should list and detail procedures within a written proposal, which will at minimum, meet the following Statement of Needs:

- 5.3.1. Offeror to describe its approach to coordinating EMS invoicing and collections to insurance companies, including but not limited to Medicare, Medicaid, managed care organizations, commercial insurance companies and other designated third parties and payers for fees.
- 5.3.2. Offeror to discuss how your firm complies and updates billing policies and procedures with Medicare/Medicaid policies, procedures, directives, and updates. Include a listing of past/present penalties/audit findings (if any) and their resolution. If the offeror has no penalties/findings, please indicate.
- 5.3.3. Offeror to provide written policies and procedures for billing for ambulance transport services.
- 5.3.4. Offeror to describe in detail the systems and processes that will ensure electronic patient care reports (ePCR) for all patients transported by Montgomery County Fire and Rescue Service (MCFRS) will be matched to the appropriate demographic and billing information, and how any incomplete or missing records will be followed-up or obtained. As applicable, describe any other processes that will be utilized to match and/or obtain missing patient information prior to issuing insurance claims or direct patient billing.
- 5.3.5. Offeror to describe in detail the process to establish legal arrangements and interfaces with various receiving hospitals to share patient registration data.
- 5.3.6. Offeror to describe in detail its approach for posting transactions to each patient account in order to apply charges, payments, adjustments, refunds/credits and resubmission of insurance provider claims, as well as how all patient information will be updated when patient information is found to be incorrect. All updates will be completed within two business days of receipt of information. In addition, offer to explain the process of reconciling all payments received.
- 5.3.7. Offeror to explain your firm's ability to calculate mileage from an incident scene to the destination hospital. The County can provide both the physical addresses and the "xy" coordinates.
- 5.3.8. Offeror to describe its ability to determine if patients are Montgomery County residents. Co-pays and deductibles are waived for County residents. The County can provide the geographic coordinates for the County boundaries.
- 5.3.9. Offeror to describe how it will follow County policies of soft billing for nonresidents and forward all applications received for financial hardship waivers on the County's "Request for Ambulance Fee Waiver Form" with all applicable documents in a timely manner to MCFRS for review and approval. Upon approval, vendor will update patient accounts promptly.
- 5.3.10. Offeror to describe procedures for how the County will be notified of any overpayments, misdirected funds, or credit balances. The County will issue refunds to the prospective contractor for dissemination to the appropriate parties upon verification of information and supporting documentation provided by the prospective contractor. Please provide details on how your firm intends to track all refunds processed and provide a list of unclaimed funds to the County at the end of the fiscal year.
- 5.3.11. Offeror to provide a detailed process used for returned mail. Include the steps and any services used to obtain corrected or updated patient addresses and/or contact information.
- 5.3.12. Offeror to explain how the firm will handle customer support service for the billing program. The offeror will provide toll-free telephone number dedicated to Montgomery County patients and

payers. The prospective contractor must also be able to provide assistance in other languages as may be necessary and record all calls to and from patients and third-party payers.

- 5.3.13. Offeror to explain the firm's capability to interface with the County's emergency medical reporting systems and ancillaries.
- 5.3.14. Offeror to detail firm's ability to replicate its billing database to a County hosted database.
- 5.3.15. Offeror to provide a written a copy of policies regarding records storage and retention, as well as written details on where and how records will be stored.
- 5.3.16. Offeror to list and detail any services which allow patients to view or update account information through a secure internet connection.
- 5.3.17. Offeror to provide sample reports for review. The reports shall include, at a minimum: aging, bad debt, cash receipts, billing, returned mail, rejected claims, and refunds.
- 5.3.18. Offeror to describe in detail the method County staff will use to access relevant patient billing information on the offeror's information system(s). Include expected hours of availability, training and support.
Describe the process for County staff to receive access and anticipated response times with related general issues (e.g., password reset).
- 5.3.19. Offeror to describe the "ad hoc" report features that will be available to County staff.
- 5.3.20. Offeror to explain in detail how this will be achieved and provide any policies and/or procedures ensuring compliance.
- 5.3.21. Offeror to discuss the firm's overall approach to billing and collections management, including how workload and staff transitions are managed when significant changes in volume occur and/or when a staff member terminates employment. Also indicate how MCFRS would be notified of key transitions and how the department would be assured of no interruption in cash flow during the process. Provide any policies and/or procedures ensuring compliance.
- 5.3.22. Offeror to describe in detail the transition and start-up plan for implementation of this contract if awarded the contract. Also, include the time needed for any transition period.
- 5.3.23. Offerors must provide a copy of its security and disaster recovery plan that includes off-site data storage and procedures to protect against loss of data or disruption in service. Off-site data storage must include billing data history of not less than two years.
- 5.3.24. Offerors must provide either a local telephone number, or a toll-free telephone number so customers can contact the Contractor for questions and/or concerns Monday through Friday, 8:00 a.m. through 7:00 p.m. Eastern Standard Time (EST). The customer service center must have a representative fluent in Spanish available at all times. In addition, a translation service should be available to assist patients with other language needs. The offeror must include a copy of their policies for assisting patients with translation needs. All calls must be recorded and available within one business day for review by the County, if requested.

5.4. Contractor's Qualifications

- 5.4.1. Qualified offerors must have experience with ambulance operations, data processing, systems management, integration, and security experience in the ambulance industry, demonstrable record of high achievement in accounts receivable collections, and experienced staff in health care collections and in collections activities approximately the size of this project.
- 5.4.2. Offerors who are themselves (and/or employ or sub-contract) excluded individuals or entities according to the List of Excluded Individuals and Entities (LEIE) maintained by the Office of Inspector General, U/S. Department of Health and Human Services (<http://oig.hhs.gov>); select link for Exclusions Database) will not be awarded a contract.

5.5. Contractor's Responsibility

- 5.5.1. The Contractor shall prepare and submit claims, bills, invoices, etc. based on the patient care reports or data forwarded to contractor by MCFRS. Knowledge, experience and judgment shall be applied to avoid or prevent the submission of claims, bills or invoices to any third-party payer, based on the documentation submitted by MCFRS, that the services rendered do not qualify for reimbursement by the appropriate payer. Any documentation, patient care reports, claims or

other such documents believed to be incomplete or that do not qualify for reimbursement will be returned to the County for further processing or development along with an explanation of the reasons for why the transport cannot be submitted for reimbursement, and any additional information that may be required in order for the claim to be complete within two business days. The Contractor will provide a weekly report of non-billable calls with explanation for MCFRS review and further determination.

- 5.5.2. The Contractor shall prepare and mail all invoices and overdue notices. All notices, invoices and letters must be in a form approved by the County.
- 5.5.3. The Contractor shall assure that all the information needed for billing is obtained. If information is missing from a billing file, it is the Contractor's responsibility to notify the County within two days of receipt of a partial or incomplete file.

Daily and/or weekly (depending on the specific destination facility), the Contractor on behalf of MCFRS currently receives electronic files containing the demographic and insurance information on its transported patients from the destination facilities that receive MCFRS transports. Contractor shall assure that this demographic and insurance information is retrieved and matched to the applicable electronic patient care report (ePCR) to generate a reviewable claim within two business days of receipt of all required billing information.

For any demographic and insurance records not automatically sent by the aforementioned destination hospital systems, the Contractor is responsible for obtaining this information for any and all outstanding transports from the appropriate destination hospital facilities and other resources available to the contractor.

- 5.5.4. If a particular insurer or payer requires an overpayment or refund form to accompany such an overpayment or credit balance refund, the Contractor will complete such form and submit it to the County with its payment requisition form. The Contractor will work with the County to develop a refund interface file that works with the County's Financial System. All refund requests will be prepared within 30 days of the day the account balance becoming a credit balance.
- 5.5.5. The Contractor's reports provided in paragraphs 5.3.17, 5.3.18 and 5.3.19 must be able to be accessed or created by authorized staff at Montgomery County Fire and Rescue.
- 5.5.6. Upon receipt of a written notice from the County, signed by the Program Manager, the Contractor shall immediately suspend any invoicing and/or collection efforts on an account.
- 5.5.7. It will be the responsibility of the Contractor to pursue collection action on all accounts for a period of 180 days following the date of the initial claim, invoice, or bill. The Contractor will issue reminder notices within a billing schedule agreed to by the County. A schedule of all accounts eligible for transfer to bad debt shall be sent each month. This schedule will include all accounts over 180 days.
- 5.5.8. The Contractor will provide annually a Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy (i.e., Service Organization Control – SOC 2 Type 2 report) completed by an independent auditing contractor.

This SOC 2 Type 2 report must have been conducted in accordance with American Institute of Certified Public Accountants (AICPA) professional standards outlined under Statements on Standards for Attestation Engagements (SSAE 18), AT Section 101 (Attest Engagements) and TSP Section 100 (Trust Services Principles, Criteria, and Illustrations for Security, Availability, Processing, Integrity, Confidentiality and Privacy). <https://www.isaca.org/Groups/Professional-English/isae-3402/Documents/SOC2.pdf>

The Contractor will provide the most recent audited annual financial statements and most recent SSAE 18 Type II audit report, including a report of the Contractor' plans to resolve any audit findings.

- 5.5.9. The Contractor will be expected to provide analysis and expertise in all issues related to ambulance billing. This includes analysis of trends and other pertinent issues that may develop. The Contractor will respond to the requests by agreed upon time frames.
- 5.5.10. The Contractor will meet monthly or as needed with the EMS Billing Program Manager to review performance. Also, at a minimum, a written report reviewing the performance of the accounts receivable will be prepared, identifying among other issues, the strengths weaknesses and opportunities of the performance. In addition, key issues that might arise in the future will be identified, along with strategies to address the issues. A quarterly written report will be provided to the Montgomery County Fire and Rescue program manager on areas of deficiency and identify areas where Montgomery County Fire and Rescue pre-hospital personnel can improve documentation.
- 5.5.11. Background checks must be performed on all employees and agents of the Contractor who shall perform services under this RFP and subsequent contracts.
- 5.5.11.1. Criminal background check that will determine whether someone has been convicted of a crime at the federal, state, or local level;
- 5.5.11.2. Civil background check that will determine whether someone has filed for bankruptcy and whether a tax lien or other judgement has been entered against the person;
- 5.5.11.3. Check against the "List of Excluded Individuals and Entities" ("LEIE") maintained by the Office of Inspector General, United States Department of Health and Human Services. The Contractor must immediately report to the County in writing, if it becomes aware that any of its employees or agents performing services under the contract have been convicted of a crime (other than a traffic violation) or have been placed on the LEIE.
- 5.5.11.4. Credit check that will determine whether someone has a history of garnishments, bankruptcy, chronic late payments, or defaulted personal loans and/or debts; and
- 5.5.11.5. Driver's license checks to identify fraudulent application activity.
- 5.5.12. Prior to contract award, the Contractor shall provide an initial written certification that it has completed background checks as set forth in this section on all employees and proposed employees or agents performing services on behalf of the County. Once awarded, Contractor must furnish to the County a written certification no less frequently than once per year during the term of the contract.
- 5.5.13. The Contractor must agree to either provide their proposed system's source code to the County or establish an escrow account with the exact version of the source code being utilized at the County. The Contractor must provide to the County, or escrow, the original, unaltered code, which must be replaced with the as-built code subsequent to completing the (1) testing, (2) acceptance and (3) implementation phases of this project. The vendor must notify the County every time code versions are sent to escrow. This is required to ensure that the County has unrestricted access to and use of the source code in the event the Contractor ceases to exist, ceases to support the application, or otherwise terminates its relationship and/or ownership to the product. A copy of the escrow agreement must be provided.
- 5.5.14. The Contractor must replicate the Contractor-hosted billing database to a County-hosted database via the Microsoft DB2 Server Transactional Replication with Pull Subscription Mechanism.
- 5.5.15. The Contractor will provide all credentialing services.
- 5.5.16. If requested, the Contractor will assume billing for all open accounts at the contract start date using the established fee schedule agreed upon in the contract.
- 5.5.17. If requested, the Contractor will assume billing for any or all outstanding receivables at the agreed rate. This may include individual accounts.
- 5.5.18. The Contractor will be responsible for cost of mailing all patient related information to include correspondence from the County if requested.
- 5.5.19. All work performed by the Contractor, Contractor's staff or subcontractors pertaining to this contract must be completed in the United States.

- 5.5.20. The Contractor will provide a secure method for County staff to print patient statements.
- 5.5.21. The Contractor must have a documented security and disaster recovery plan in place. The plan must include specific and detailed information regarding encryption of electronic data or otherwise securing data during transmission. The Contractor must describe its disaster recovery plan for the proposed system. These methods shall be able to preserve the integrity of applications and data and shall provide immediate system and data recovery with minimum downtime to the application according to industry standards. The system shall include:
- 5.5.21.1. Software Crash Tolerance: Server and client software shall maintain its integrity in case of power failures and abrupt shutdowns.
 - 5.5.21.2. Restart/Recovery: The system shall be capable of restart and recovery after system failure with no loss of data or software components.
 - 5.5.21.3. File protection: This feature shall provide the capability to limit the types of operations (e.g. read, write, delete) that can be performed by individual users on given data or program files.
 - 5.5.21.4. Integrity Checking Feature: The system shall provide the capability of identifying the existence of program and/or system discrepancies.
 - 5.5.21.5. Hardware Redundancy: Implementing backup drives and Raid configurations for database, application and network servers.
- 5.5.22. Contractor shall comply with the Security Standards and Implementation Specifications as defined in the HIPAA Security Rule and Montgomery County Administrative Procedure (AP) 6-7 (**Attachment E**). Montgomery County reserves the right to request formal organizational policies, standards, risk assessment reports, and other documents providing evidence of compliance and encourages the Contractor to provide information in support of compliance proactively as part of offer.
- 5.5.23. The Contractor must satisfy the County's PCI compliance and SOC-2 security requirements as set forth in its PCI Security Addendum (**Attachment F**).

Prior to Contract execution, and during the entirety of the Contract Term, the proposed Contractor's solution is subject to the County's PCI compliance and SOC 2 security assessments.

- 5.5.23 Contractor must also satisfy the County's vendor security requirements as set forth in its Vendor Security Addendum (**Attachment G**).

5.6. Reports/Deliverables

- 5.6.1. 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.
- 5.6.2. 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.
- 5.6.3. 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.
- 5.6.4. Monthly Summary Charge report showing total number of calls and total amount billed by insurance company, i.e. Medicare, Medicaid, private insurance companies, individuals, etc.
- 5.6.5. 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.
- 5.6.6. 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.
- 5.6.7. 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 writeoffs.

- 5.6.8. 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.
- 5.6.9. Listing of all invoices listed alphabetically by patient name.

6. SECTION C - PERFORMANCE PERIOD

6.1. TERM

The effective date of this Contract begins upon signature by the Director, Office of Procurement, the period in which Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a one (1) year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term four times for 1 year each.

6.2 PRICE ADJUSTMENTS

- 6.2.1 Prices quoted are firm for a period of one (1) year after execution of the contract. Any request for a price adjustment after this 1-year period is subject to the following:
 - 6.2.1.1. Approval or rejection by the Director, Office of Procurement or designee
 - 6.2.1.2. Submission in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
 - 6.2.1.3. Submission within sixty (60) days prior to contract expiration date, if the contract is being amended.
 - 6.2.1.4. The County will not approve a price adjustment request that exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must be based upon the CPI for all urban consumers issued for the Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
 - 6.2.1.5. The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
 - 6.2.1.6. The price adjustment, including its effective date, must be incorporated into a written contract amendment.
- 6.2.2. If pricing is based on percentage discounts, the percentage discount is fixed throughout the term of the contract.

7 SECTION D - METHOD OF AWARD/EVALUATION CRITERIA

7.1 PROCEDURES

- 7.1.1. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section D.7.1.9.a.
- 7.1.2. Vendor interviews will be conducted with the three highest scoring offerors based on the QSC's score for each written proposal. The interview criteria that will then be utilized are listed below under Section D.7.1.9.b. The QSC will also review an offeror for responsibility.
- 7.1.3. The QSC will make its award recommendation of the highest ranked offeror based on the QSC's combined written and interview scores, and its responsibility determination.