

**PUBLIC NOTICE**  
**AGENDA**  
**PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING**  
 Thursday, September 15, 2016, 10:00 a.m.  
 Eighth Floor, Conference Room 851  
 Jacksonville, FL 32202

Committee Members: Gregory Pease, Chairman  
 Patrick Greive, Member, Treasury  
 Julia Davis Member, OGC

Subcommittee Members	ITEM #	TITLE & ACTION	MOTION	CONTR EXP	OUTCOME
Kevin Stork  April Mitchell	P-40-13	Contract Amendment No. 3 Ambulance Billing Services Finance and Administration Department/Accounting Division/Jacksonville Sheriff's Office	That Contract No. 7724-03 between the City of Jacksonville and Advanced Data Processing, Inc., d/b/a Intermedix to provide Ambulance Billing Services, is amended to: (i) exercise the second of four renewal options extending the contract from October 1, 2016 to September 30, 2017, with two (2) renewal options remaining at terms mutually agreeable; (ii) Add the following language to paragraph 'S' of the attached Scope of Services identified as Exhibit 'E': "including but not limited to any PENT CPE Data required. By the JFRD or the GAD within five (5) business days of request."; (iii) incorporate the attached contract fee summary identified as Exhibit "D"; (iv) increase the maximum indebtedness by \$789,519.02 for the services to a new not-to-exceed total maximum indebtedness of \$2,949,958.02. All other terms and conditions, as previously amended, shall remain the same. Nothing contained herein shall be amended, modified, or otherwise revised without prior approval from the PSEC and the Mayor.	09/30/16	
MEETING ADJOURNED:					

CC: Council Auditor  
 Subcommittee Members

ACCOUNTING DIVISION



**MEMORANDUM**

09/08/16 15:26:16  
Procurement Division

DATE: September 8, 2016  
TO: Gregory Pease, Chief Procurement  
THRU: Kevin Stork, Comptroller *Kevin Stork*  
FROM: Wisteria Williams, Manager of Accounting Services, A/P and A/R *Wisteria Williams*  
RE: Contract Renewal 7724-03  
P-40-13 for Ambulance Billing Service

It is recommended that the City exercise its second renewal option to extend its contract with Advanced Data Processing, Inc., (DBA: Intermedix- ADPI) for their services in the provision of rescue ambulance billings and related services for another year beginning on October 1, 2016 through September 30, 2017. This will be the second of the four renewal options allowed in the contract.

Accordingly, this is to recommend that the contract #7724-03 between the City and Advanced Data Processing, Inc. (DBA: Intermedix – ADPI) be amended increasing the maximum indebtedness for fiscal year 2016 /2017 by an amount not to exceed \$789,519.02, bringing the new total maximum indebtedness to the City of \$2,949,958.02. Details are attached.

It is also recommended that contract #7724-03 be further amended by amending the Scope of Service, Section S to read as follows:

“Provide the City with all management reports currently supplied, transmitted electronically by the 10<sup>th</sup> business day of the following month as well as any additional ad hoc reports requested, including but not limited to any PEMS CPE Data required by the JFRD or the GAD; within five (5) business days of request.

Your favorable response to this recommendation is greatly appreciated.

Attachment:

- Memo of request to extend current services
- Contract Scope of Service (Exhibit A)
- ADPI Contract Summary
- ADPI (Intermedix) Contract Payment Schedule

Cc: Jacksonville Fire Rescue Department

August 30, 2016

Wisteria S. Williams, CGFO  
Manager of Accounting Services  
City of Jacksonville  
Intra-Governmental Services Department/Procurement Division  
214 N. Hogan Street, Suite 800  
Jacksonville, FL 32202

RE: Contract # 7724-02

Dear Ms. Williams:

Advanced Data Processing, Inc. (d/b/a Intermedix) requests to extend our current Service Agreement for EMS billing and collections with the City of Jacksonville, originally entered into on February 1, 2009. The Agreement shall, upon your signature below, extend through September 30, 2017.

Sincerely,



Brad Williams  
Vice President & Chief Accounting Officer

Agreed: City of Jacksonville

By: Kevin Alth

Title: Comptroller; Chief, Accounting Division

**EXHIBIT "A"**  
**TO AGREEMENT BETWEEN**  
**THE CITY OF JACKSONVILLE and**  
**ADVANCED DATA PROCESSING, INC.**  
**(DOING BUSINESS AS INTERMEDIX CORP.)**

**FOR AMBULANCE BILLING SERVICES**

**SCOPE OF SERVICES**

BILLING AGENT must possess and provide a copy to the CITY, all licenses and permits in compliance with City, State and Federal regulations to provide the services requested and must comply with any and all applicable Federal, State and Local laws, rules and regulations as the same exist and may be amended from time to time.

In addition, the BILLING AGENT shall:

- A. Be able to assign the billing patient(s) number(s) and list the number(s) in a designated field in the report. The number should correspond with the rescue incident number used by the Jacksonville Fire and Rescue Department (JFRD) on its Incident Report preceded by a two (2) digit number representing the calendar year and a two (2) digit suffix to designate the number of patients assigned to the incident. (i.e. 08067951-01)
- B. Have a computer system with the capability to transmit, receive and support transmission via electronic media specified by the institutions for the following tasks:
  - 1. Post payments received from the bank on a daily basis
  - 2. Turn over delinquent accounts to a collection agency designated by CITY.
  - 3. Post payments received from primary and secondary collections agencies.
  - 4. Receive the ambulance report via electronic download daily unless otherwise instructed by the CITY from the JFRD. The BILLING AGENT must be able to adapt to changes in the CITY's format that may occur from time to time.
  - 5. Submit claims on a daily basis via electronic transmissions where feasible, to Medicare, Medicaid, Commercial Insurance, self-pay patients, etc.
  - 6. Provide a minimum of three (3) personnel to support the billing cycles, provide customer service and in-house collections.
  - 7. Have the ability to send and receive information electronically via media specified by the CITY.
  - 8. BILLING AGENT must provide HIPAA compliant secure website(s) (a different site for each of the main hospital groups) for the CITY, the BILLING AGENT and the hospitals to transmit and receive data from each other.
  - 9. BILLING AGENT must provide a secure access via the Web to allow the designated CITY Administrators access to real time billing information and payment information for quality management purposes.
- C. Present samples of documentation as written proof of validated optimum data transmission speeds, security / encryption license, written validation on HIPAA secure websites and copy of most current SSAE 16 Report (FKA SAS 70).

- D. Provide the following prior to the implementation date:
1. Proof of compliance with and certification (audit) of HIPAA HITECH standards.
  2. Proof of compliance with and certification (audit) of HIPAA HITECH standards on an annual basis prior to any contract renewal.
  3. All necessary forms, postage, and supplies to support the billing cycles, receivables, and transmittal of all lock box receipts.
  4. All postage, including overnight when necessary, for all correspondence between the billing company and the City that is necessary to support the billing process.

**NOTE: Additional cost increases in the normal course of business such as postage shall not be passed along to the CITY during the current year of the agreement.**

- E. Disclose present back-up procedures for daily, weekly and monthly backups, off-site storage locations and the safeguarding of the database information. Disclose contingency plans for disaster recovery for various states of emergency to include those that are natural as well as man-made.
- F. Provide, within thirty (30) days after termination of the contract and at no cost to the CITY, a detailed listing of all accounts and continue to provide the CITY General Accounting Division (GAD) maintenance for the life of the credit file (7 years) on every account processed by them; including but not limited by the following:
1. Posting payments received from the primary and secondary insurance and payments received from the collection agencies designated by CITY to the individual's account.
  2. Re-submitting of claims and patient invoices when necessary.
  3. Turning over billings to a collection agency designated by the CITY as needed.

**Note: These services are part of the daily routine of the billing cycle, therefore in the normal cost.**

- G. At the CITY's discretion, the BILLING AGENT, at no cost to the CITY, shall convert all active and inactive files from the prior billing company to their prospective format as required (prior to the life of the credit file or 7 years) and maintain such records as specified by the CITY, with updates as needed on an on-going basis in accordance with the contract requirements.
- H. Exemplify desirable current communication technologies and systems in regards to the billing/collection process with the insurance carriers as well as with the patients. Accepting current forms of payments including credit card and check payments by phone and online.
- I. Develop / provide a matrix of quality measurements the CITY can expect from the BILLING AGENT. A monthly quality compliance report shall be produced indicating how monthly results and performance (Quality levels) measures with the established goals and standards (timelines, error rates, etc.) ranked. This includes a matrix breakdown by report author, by reimbursement percentage and why the account was denied payment. This report or matrix will be due to the CITY no later than the 15th of each month. The BILLING AGENT will meet with the CITY at the CITY's location to discuss and review billing issues.
- J. Undertake processing of third party reimbursement through information provided on the rescue report, medical records or from information the patient provided after the initial billing. The BILLING AGENT shall be solely responsible for obtaining all necessary patient demographics and insurance information necessary for billing purposes. The BILLING AGENT shall utilize multiple sources, including but not limited to the patient care report, hospital information, patient correspondence, etc. The CITY at a minimum, will attempt to obtain name and Date of Birth. However, failure to obtain this information does not relieve the BILLING AGENT of their responsibility as stated above.

- K. Provide a quarterly list of the electronic data connection and interface summaries with each of the CITY's destination hospitals, along with samples of each download, or connection data.
- L. Provide accurate coding of procedures and diagnosis as well as correlation of documentation. NOTE: The BILLING AGENT shall be responsible for any penalties or charges due to miss-coding of data.
- M. Periodically, at least every six (6) months, in accordance with Chapter 123 of the City of Jacksonville Ordinance Code, the BILLING AGENT shall make recommendations in writing to the Chief of Rescue regarding any changes to the fee schedule that may be needed. The BILLING AGENT shall give advice on changes in statutory insurance, commercial insurance and / or law that may affect the methodology of the billing process (i.e. procedures, procedure codes and fees, etc.) this should also be in writing to the Chief of Rescue. In all cases, the BILLING AGENT shall be in compliance with all statutory changes that may occur.
- N. Produce an initial claim to process Indigent/Charity patient(s) within the normal processing time established after receiving the rescue report and adjust in accordance with Chapter 158.302 of the City of Jacksonville Ordinance Code. The BILLING AGENT shall provide a monthly report, in Microsoft Excel format, to the JFRD as well as the Finance Department GAD of the CITY detailing the number of indigent patient claims processed or canceled, as well as all other related information or statistics as deemed necessary by the CITY.
- O. Undertake frequency of Billing as follows:
1. Submit claims to Medicare, Medicaid, and third party payers on a daily basis via electronic transmission where applicable.
  2. Unless otherwise instructed by the CITY, BILLING AGENT shall file a claim with the appropriate insurance carrier within three (3) working days after receipt of the necessary information to do so.
  3. Provide a toll free telephone number and e-mail address that is specifically for City of Jacksonville accounts and place that phone number and e-mail address on all statements directly under the balance of the account, and at the top of each statement.
  4. Display account payment and balance information on the patient accounts.
- P. Provide in-house collections including but not limited to the following:
1. Third - party payers shall be monitored for payments. Follow up shall occur if payment is not received within forty-five (45) days of the billing date
  2. If payment from the third-party is not received within forty-five (45) days, the payment is sought from the patient via the self-pay billing process outlined below.
  3. Self-pay accounts will be reviewed and worked by the BILLING AGENT as follows:
    - a) An initial statement will be sent to the patient after all patient demographic and insurance data sources have been researched. This should be within the seven (7) day range of an account being entered into the billing system.
    - b) Additional statements will be sent to the patient every thirty (30) days from the last patient statement date or last claim filed date, whichever is later, until such time as the account is paid in full or turned over to the CITY designated collection company.
    - c) A minimum of two (2) statements will be sent to a patient before an account is considered to be turned over to the CITY designated collection company. The exception to this requirement is when there is a bad address on the account, or there is good reason to believe that the account will not be paid. In this case, the account will be considered for collections sooner.
    - d) The final patient statement will contain language indicating that the account will be sent to collections within thirty (30) days if a payment or payment arrangement is not made.

- e) Patient accounts one hundred, twenty (120) days old will be reviewed and sent to the CITY'S designated collection company each month. Accounts with a last patient statement or claim filing date more than thirty (30) days from the current date, that have a bad address, or have been identified as an account that will not pay will be selected.
  - f) Prior to turning patient accounts over to collections, each account will be reviewed as follows:
    - 1. Patient demographic and insurance information will be rechecked with the receiving hospital.
    - 2. Where a valid phone number exists, a phone call to the patient to receive updated demographic and insurance information or to get the patient set up on a payment plan will be made.
    - 3. The accounts will be reviewed with the BILLING AGENT'S patient advocate and a representative of the CITY, to see if any additional errors or information can be identified.
    - 4. If patient demographics change, insurance changes or account processing concerns are found during the pre-collection review process, the account will be removed from the current month's collection file. Otherwise, the account will be sent to the CITY designated collection agency
    - 5. If during the process outlined in above subsections f3 and f4 changes are found, then patient account shall reset in the billing process to the beginning of section "P". This is to protect the patient from errors beyond their control, or the CITY's, in not obtaining correct information at the time of contact, and preventing unnecessary collection turnovers. This herein will be referred to as the "Reset Clause".
- Q. The BILLING AGENT shall report recovery from the collection agencies (primary and secondary) on a monthly basis. In addition, the BILLING AGENT shall report monthly, to the collection agency and the CITY, all collections it has received on billings that have been turned over to the collection agency.
- R. Keep an unmatched filing system of any payment unable to post with copies of the checks and back up. A monthly report of unmatched payments shall be generated and provided to the CITY.
- S. Provide the CITY with all management reports currently supplied, transmitted electronically by the 10<sup>th</sup> business day of the following month as well as any additional ad hoc reports requested by the JFRD or the GAD; within five (5) business days of request.
- T. Re-invoice and re-file claims as needed to insurance carriers for the CITY designated collection agencies for the life of the credit file – seven (7) years.
- U. Maintain a daily filing system for all deposits control sheets intact with the original (E.O.B.) unless otherwise instructed by CITY.
- V. Maintain accounts in the database system for the life of the account and recall / retrieve any account when requested by the CITY and or collection agency.
- W. Be the single point of contact (patient advocate) for all billing and billing related complaints.
  - 1. The BILLING AGENT shall maintain a patient advocate on site at a location determined by the CITY, which is currently at JFRD Headquarters.
    - a. The patient advocate will report to the BILLING AGENT and a "designated official" as determined by the Division Chief of Rescue. The patient advocate will follow the 8:00 a.m. – 5:00 p.m. CITY work schedule



The BILLING AGENT on behalf of the CITY shall enclose a copy of the CITY's Privacy Notice with the initial statement mailed to the patient.

AA. Insure that all medical billing coders are certified as professional coders by a nationally recognized accreditation / certification organization (i.e. The National Academy of Ambulance Coding) and provide written verification of such.

BB. Comply with all applicable laws, rules and regulations pertaining to the 2003 Fair and Accurate Credit Transactions Act, to include but not limited to the Federal Trade Commissions "Red Flag Rules". This is to include all revisions and updates since the 2003 law passage as it pertains to creditors, billing agencies, covered entities, fire and rescue agencies, EMS agencies, ambulance services, etc. Under the Red Flag Rules, BILLING AGENT acknowledges its obligations as your 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. In accordance with these obligations, BILLING AGENT agrees:

1. To ensure that activities are conducted in accordance with reasonable policies and procedures designed to help detect, prevent, and mitigate the risk of identity theft.
2. To have in place policies, procedures, and training to help detect relevant Red Flags that may arise in the performance of services on CITY's behalf.
3. To use reasonable efforts to help ensure that any agent or third party who performs services on BILLING AGENT'S behalf in connection with CITY accounts, including a sub-BILLING AGENT, agrees to implement reasonable policies, procedures, and training designed to help detect, prevent, and mitigate the risk of identity theft.
4. To alert CITY to any red flag incident of which BILLING AGENT becomes aware and the steps BILLING AGENT takes to mitigate any potential security compromise that may have occurred and provide a report of any threat of identity theft as a result of the incident.

CC. Provide support to the CITY for all EMS billing audits and other administrative and judicial proceedings relating to the BILLING AGENT's scope of services including, but not limited to, the following:

1. Account information via electronic medium including PCR information that has been captured into the billing system.
2. Transaction history.
3. Explanation of benefits (EOB) images.
4. Documentation supporting services provided, including level of service.
5. Non-legal review of accounts being audited to assist CITY in properly analyzing auditors' findings including, but not limited to researching, investigating, identifying and verifying recipients of services, claims for reimbursement, and payments received.
6. Providing CITY with detailed explanations and justifications of claims submitted and levels of services, in a format as specified by CITY; review of all explanations and justifications by the BILLING AGENT's compliance officer, a senior coder, and BILLING AGENT personnel having a previous or current certification of paramedic, or higher, and having EMS experience.
7. Participation in discussions to facilitate the audit process and ultimate resolution.
8. Allowing on-site access to CITY and/or audit personnel, as necessary, for the review of documentation and billing processes.
9. Cooperation with any administrative or judicial proceeding including, but not limited to, providing testimony and responses to discovery requests.

DD. Certify that all patient billing /collection and report information will be on one database platform. Should the BILLING AGENT change hardware or software platforms, the BILLING AGENT shall be responsible for movement and /or conversion of the data to the updated platform at no additional cost to the CITY.

- EE. The BILLING AGENT shall be responsible for furnishing training to all appropriate COJ personnel on issues regarding HIPAA compliance, Medicare/Medicaid requirements, PCR documentation, refund/write-off considerations and requirements and other such related issues regarding billing for ambulance service. The BILLING AGENT shall furnish sufficient staff to provide and/or participate in training programs for COJ personnel on a quarterly basis or as requested by the COJ for the training of newly hired and/or reassigned personnel within the COJ.
  
- FF. The BILLING AGENT shall provide annual continuing education modules for use with field personnel on data collection and report writing. Continuing education shall be accomplished either on-site or through a web-enabled learning system.

## ADPI Contract Summary

Procurement # P-40-13

Contract # 7724-03

	Description	Increase Maximun Indebtedness	Total Maximun Indebtedness
<b>Initial Contract</b>	October 1, 2014 - September 30, 2015		\$1,074,659.00
<b>Amend #1</b>	Chg fee for Medicaid transports. Flat fee of \$13,500.00 / mo		
<b>Amend #2</b>	a). 1st renew option 10/01/2015 - 09/30/2016; b). amend sections as agreed in Attachment A; c). Increase max indebtedness \$1,085,780.	\$ 1,085,780.00	\$2,160,439.00
<b>Amendment #3</b>	a) 2nd renewal option 10/01/2016 - 09/30/2017 b) Amend scope of service Section S-Additional Ad Hoc reports c) Increase Max Indebtedness - \$789,519.02	\$ 789,519.02	\$2,949,958.02

**Intermedix Contract**

FY 2016 totals		Annual Maximum	Contract Total	
Initial Contract Maximum (10/1/15 - 09/30/16)		\$ 1,085,780.00	Initial Contract \$	1,074,659.00
		\$ 1,085,780.00	Admend 2 \$	1,085,780.00
subtotal		\$ 1,085,780.00		\$ 2,160,439.00
Medicaid Monthly Fee			2015 Total \$	942,461.80
HIPAA Monthly Fee			2016 Total \$	939,519.02
			Remaining \$	278,458.18
Non-Medicaid Accounts	3.85% of Collection	\$ 1,085,780.00		
Amendments				
<b>Non-Medicaid Fees</b>				
Years Maximum In Billables (not including HIPAA or Medicaid fees)				
			Medicaid Processor Total Monthly Billing	
FY Payments	3.85%	\$13,500.00		
Oct-15	\$60,893.38	\$13,500.00	\$74,393.38	
Nov-15	\$60,704.06	\$13,500.00	\$74,204.06	
Dec-15	\$67,017.06	\$13,500.00	\$80,517.06	
Jan-16	\$54,419.83	\$13,500.00	\$67,919.83	
Feb-16	\$70,051.80	\$13,500.00	\$83,551.80	
Mar-16	\$70,178.65	\$13,500.00	\$83,678.65	
Apr-16	\$72,168.87	\$13,500.00	\$85,668.87	
May-16	\$63,964.69	\$13,500.00	\$77,464.69	
Jun-16	\$66,224.90	\$13,500.00	\$79,724.90	
Jul-16	\$62,309.28	\$13,500.00	\$75,809.28	
Aug-16	\$64,793.25	\$13,500.00	\$78,293.25	Estimate
Sep-16	\$64,793.25	\$13,500.00	\$78,293.25	Estimate
Total Paid	\$777,519.02	\$162,000.00	\$939,519.02	
Amount Available for collections	\$308,260.98		\$146,260.98	
	\$77,751.90 Average Mthly Chrg		AVERAGE MTHLY CHG \$ 93,951.90	

Historical 7% Increase