

**Request for Proposals
City of Cleveland Department of Public Health
Professional Services**

Medical Billing Services

Cleveland Department of Public Health
City of Cleveland, Ohio
Natoya J. Walker Minor, Acting Director

I. Introduction

The City of Cleveland, through its Director of Public Health, is soliciting proposals from qualified firms interested in providing professional services to set up a billing system in the City of Cleveland Department of Public Health and to provide billing services for medical services CDPH offers at Cleveland Department of Public Health Centers.

II. Background

CDPH provides a variety of medical services that are covered by third-party payers. CDPH plans to institute Medicaid, Medicare and private insurance billing for covered services.

Each firm shall submit six complete proposals, consisting of an original and five complete duplicates, and an electronic copy on CD-ROM no later than 4:00 p.m. on January 21, 2016. **No proposals will be accepted after that time unless the City extends the deadline by a written addendum.**

Separate, sealed technical and fee proposals may be mailed or delivered to the address below and must be clearly identified on the outside of the envelope(s) as: Proposal for Billing Set-Up and Services, City of Cleveland Department of Public Health

**Jeannie Johnson-Brooks MSN MPH, Director of Nursing
Cleveland Department of Public Health
75 Erievue Plaza 3rd floor
Cleveland Ohio 44114**

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered in the City's best interests. The Director may, at his/her sole discretion, modify or amend any provision of this notice or the RFP.

III. Scope of Services

CDPH is seeking professional services to set up a billing system and provide billing services as set forth in more detail below. The scope of this RFP encompasses all 14 tasks associated with the development and implementation of a billing system.

1. Initial Practice Setup: Set up system with CDPH to process claims in accordance with applicable statutes and regulations. Initial set up includes, but is not limited to coordinating with CDPH to establish compliance responsibilities, including specifically articulating claims development and processing responsibilities with the City in writing and detailing the delineation of these responsibilities in their agreement with the City; Initial set up also includes setting up and detailing a process to resolve in case of compliance concerns. It must also include complete provider information, lists of insurance carriers, fee schedules, and assistance with physician credentialing and re-credentialing to insurance carriers,
2. Accurate ICD-10 and CPT-4 coding and processing of claims in a prompt and efficient manner.
3. Documenting all activities using correct medical terminology.
4. Data entry of patient information into software within 24-48 hours of clinic visit.
5. Claim processing from insurance billing by generating patient statements.
6. Adhere to each insurance carrier's policies and procedures.
7. Prepare electronic or paper claims to insurance companies such as Medicare, Medicaid and third party insurance companies.
8. Aggressive follow up on all claims after submission.
9. Post payments received from insurance carrier.
10. Deposit all funds collected directly into City's bank account on a weekly basis, followed by a bill to the City for the amount applicant claims it is owed by the City for the fixed fee for its services.
11. Follow up on all unpaid claims as well as appeals and denials.
12. Provide contract services for a period of three or four years.
13. Handle all patient billing inquires /billing problems and day to day medical billing procedures.
14. Submission of reports of utilization of claims to CDPH on a monthly basis.

The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interests of the City.

IV. Proposal Requirements

The information provided to the City of Cleveland Department of Public Health for evaluating proposals should include:

- A. Consultant's background, experience and billing accomplishments, including how consultant's meets the essential qualifications described in Section V below. Also, include experience in working in the area of billing and coding. Proposer shall describe in detail how Proposer's management and operating plan for delivery of the services for the engagement or project will achieve the intent and goal(s) of the RFP. In its response to this sub-section, Proposer shall provide or describe:
 - 1. An organizational chart specific for the proposed engagement or project;
 - 2. Resumes of key management personnel;
 - 3. An operational plan describing in detail how Proposer will achieve the intent and purpose(s) of the engagement or project;
 - 4. If applicable, a detailed description of the professional services/training to be provided;
 - 5. Trouble shooting/follow-up protocols; and
 - 6. Project management tools to be used in implementation.
- B. **Project Description:** Proposer shall submit a detailed description of the engagement or project, as completed.
- C. **Project Timetable.** Include dates when services could commence.
- D. **Environmental Sustainability:** Describe how the proposed services/project/solution incorporate environmental sustainability
- E. **Fee Proposal:** Proposer should submit its fee proposal for all its services in a separately sealed envelope clearly marked on the outside. Itemize the fee by project phase or other divisible unit completed, in dollars as a fixed fee. Also itemize the fee as a percentage of revenue collected. In addition, indicate whether a minimum fee will be required and how often. Proposer shall provide its best estimate of expenses including, but not limited to, travel and associated expenses. No qualification of the financial offer will be accepted. The fee proposal shall be a firm and final amount including the costs and expenses for all anticipated services.

V. Essential Qualifications of Applicants

Each Proposer, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a proposal. If Proposer is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Proposer must:

- Provide evidence that it has a minimum of three years continuous years of experience within the last ten years of providing and implementing Medicaid, Medicare and private insurance billing services (HMO's and PPO's), including the processing of at least 10,000 claims per year, with a minimum of a documented 80% collection percentage rate. Include proof of evidence of training and certification of actual coders
- Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.
- Possess or demonstrate it qualifies for all applicable licenses, certificates, permits, or other authorizations required by any governmental authority, including the City, having jurisdiction over the operations of the Successful Proposer and the proposed services.
- Submit with its proposal at least three (3) written, verifiable, references dated within the last three months from clients for which the Proposer has rendered services substantially similar to those sought by this RFP, and recommending Proposer for selection for such services.
- **Insurance:** The Successful Proposer, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage. The insurance company(ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.
- Professional liability insurance with limits of not less than \$1 million dollars for each occurrence and subject to a deductible for each occurrence of not more than \$25,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract. The certificate required shall contain a special provision that the issuing company shall endeavor to provide the City, through its Director of Finance, thirty (30) days' prior written notice to any cancellation or reduction of the insurance afforded by the policy.

- Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.
- Statutory unemployment insurance protection for all of its employees.
- Such other insurance coverage(s) as the City may reasonably require.
- Evidence that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this RFP, to at least one governmental entity within the State of Ohio.
- Evidence that they are HIPAA compliant and agree to retain the records necessary to validate the accuracy of the claims they submitted on behalf of the City. These records may include documentation supporting the claims themselves, as well as any information obtained through audits of those claims, and any relevant coding and billing protocols or procedures provided by the government, the carrier or the intermediary.
- Title 42 of the United States Code Section 1320a-7a(a), relating to civil monetary penalties, prohibits providers from contracting with individuals or entities that the providers know or should know have been excluded from participation in federal health care programs. Through Title 42 Section 1320a-7(b)(15), this could include entities that are directly or indirectly owned or controlled by individuals who have been excluded. Providers should address these laws by providing written warranties that their company, as well as the owners and persons in positions to control their company, is not listed by any state or federal agency as debarred, excluded or otherwise ineligible for state or federal program participation.
- Warrant and provide the City with indemnification in the agreement that they will exercise diligence, care, and integrity when submitting claims for payment for services rendered, and will maintain honest, fair and accurate billing practices. Furthermore they must warrant and provide the City with indemnification that their personnel are knowledgeable and sufficiently trained to perform all claims development and submission functions in strict accordance with federal and state laws, regulations and protocols, and all other third party payor requirements.
- Demonstrate that they perform internal auditing of their customer's claims to ensure the claims' accuracy. In addition, applicants will be required to agree to perform prospective internal audits of their work on claims, and transmit that information to the City in a timely to ensure that the applicant's personnel are performing correctly.
- Agree to make their compliance programs available for the City's review prior to entering into an agreement with the City.

- Be willing to agree to detail a process to resolve any compliance concerns that may arise. Specifically they must agree that, should the City become concerned that any activity undertaken pursuant to the agreement may be construed to constitute fraud or abuse, applicant will promptly participate in good faith discussions with the City concerning same. In addition, they must agree that after those discussions, should the City remain concerned about the activities in question, applicant will agree to work in good faith with the City to promptly resolve those concerns to the City's satisfaction and if the activities have not been resolved to the City's satisfaction, the City will have the right to terminate the agreement immediately.

VI. The City's Rights and Requirements

A. The Director, at his/her sole discretion, may require any Proposer to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further describe the Proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.

B. The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the City's best interest.

C. Proposal as a Public Record.

Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page - but only that page - of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as "proprietary" or "trade secret" will not protect an entire proposal and is not acceptable.

D. Cleveland Area Business Code

Requirements. During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any

Regulations promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor's:

- Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
- Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department;
- Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and
- Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g. 25% completion, 50% completion, 75% completion).

Failure to Comply. When determining the contractor's future eligibility for a City contract, the City shall consider a contractor's failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.

1.
 - a. Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.
 - b. The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business ("CSB") subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
2.
 - a. To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code - Notice to Bidders and*

Schedules. These schedules identify the Proposer's proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal

3. Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City's website at <http://www.city.cleveland.oh.us>. On the home page, select "Office of Equal Opportunity" from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for "CSB/MBE/FBE Registry".
4. Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.
5. The City Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.
6. The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the *OEO Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.
 - a. The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a "contractor" in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded,

demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

- b. Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection, and advancement processes.

VII. Term of Proposal's Effectiveness.

By submission of a proposal, the Proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 180 calendar days after the proposal submission deadline (the "Proposal Expiration Date").

VIII. Execution of a Contract.

The Successful Proposer shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract.

IX. "Short-listing".

The City reserves the right to select a limited number (a "short list") of Proposers to make an oral presentation of their qualifications, proposed services, and capabilities. The City will notify the Proposers selected for oral presentations in writing.

X. Proposer's Familiarity with RFP; Responsibility for Proposal

By submission of a proposal, the Proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by Proposer on the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and Proposer expressly waives any right to a claim against the City arising from or based upon any

incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.

XI. Interpretation

The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will mail, e-mail, or otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

XII. Proposers Affidavit

Proposer shall submit with its proposal an affidavit stating that neither it nor its agents, nor any other party acting for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract proposed to result from its proposal, and further agreeing that no such money or reward will be paid.

XIII. Additional Required Documents

Proposer shall complete, execute, and return with its proposal the following documents, blank copies of which are attached to this RFP:

- A. The Office of Equal Opportunity *Notice to Bidders and Schedules*;
- B. Federal *Form W-9* including Taxpayer Identification Number; and
- C. *Non-Competitive Bid Contract Statement for Calendar Year 2016*

XIV. Disqualification of a Proposer/Proposal

The City does not intend by this RFP to prohibit or discourage submission of a proposal that is based upon a Proposer's trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the manner in which its services are to be performed or rendered.

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or to waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desires the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more proposals if it has reason to believe that proposers have colluded to conceal the interest of one or more parties in a proposal, and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City, or is currently in default under any agreement with the City.

The City reserves the right to reject any or all proposals. The City's soliciting of proposal also shall not be construed as a type of guarantee that the City will enter into a proposal. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Proposer.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that varies from the provisions of this RFP, if agreed to by another Proposer.