

**CODING, BILLING AND COLLECTIONS CONTRACT
BETWEEN AUGUSTA, GEORGIA AND AGENCY**

This **Coding, Billing and Collections Contract**, hereinafter referred to as “Contract” is made and entered into this _____ day of _____, 20____, by and between Augusta, Georgia, a political subdivision of the State of Georgia, through the Augusta Commission, (hereinafter referred to as “AUGUSTA”), whose address is 535 Telfair Street, Augusta, Georgia 30901, and _____ (hereinafter referred to as “Agency”), whose physical address is _____ with a mailing address of _____.

WHEREAS, Augusta desires to engage a qualified and experienced coding, billing and collections firm to furnish professional services in coding, billing and collections for the Augusta Fire Department (AFD) for ambulance services rendered by AFD to the public. Augusta issued a Request for Proposal (RFP) # _____, hereinafter referred to as RFP # _____, to retain an agency for billing and collections for ambulance service; and,

WHEREAS, Agency responded to said RFP # _____ and has represented to Augusta that it is willing, experienced, and qualified to provide the services contained herein; and,

WHEREAS, Augusta has relied upon such representation and chosen Agency to be the most qualified respondent based on their proposal submitted.

NOW, THEREFORE, in consideration of the foregoing, the provisions contained herein and the mutual benefits to be derived here from and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and Augusta agree as follows:

1. **Scope of Work.** Agency will provide professional services to Augusta in coding, billing, and collections for AFD ambulance services, hereinafter referred to as “billing”, in accordance with the specifications outlined in RFP # _____, “Attachment A — Scope of Services”, and other relevant data defining the billing, which is incorporated herein by reference thereto.
2. **Term.** This Contract shall commence as of the date executed by Augusta, Georgia, hereinafter referred to as “Commencement Date” and shall have an initial term of one (1) year with an option for two (2) one (1) year term renewals.
3. **Fee; Expenses.** In consideration of Agency performing its obligations under this Contract, Augusta will pay Agency _____ percentage for NET COLLECTIONS as total compensation for services which have been authorized by Augusta, provided proper invoices have been submitted by Agency as prescribed in this Contract. The total compensation for this contract shall not exceed _____ (\$ _____) dollars.
4. **Invoicing.** Agency shall submit invoices at the end of each monthly billing period in a form acceptable to Augusta, for services rendered. Agency shall provide invoices that detail the

billing rendered thirty (30) calendar days after the date the services have been rendered. Invoices received after ninety (90) calendar days has elapsed, may be considered null and void.

a) Invoices shall reference the purchase order number assigned to this Contract. Each invoice shall be accompanied by the required documents as specified in RFP # _____.

b) All invoices shall be addressed to:
Augusta Fire Department
Fire Administration
3117 Deans Bridge Road
Augusta, GA 30906

5. **Payment.** Augusta shall make payments to Agency within thirty (30) days contingent upon the following:

a) From date receipt by the Fire Department of properly documented invoices for payment as determine by the agreed upon terms of this Contract.

b) On the condition that the Agency has accomplished the services to the satisfaction of the Fire Department.

c) Augusta shall have the right to reject payment of any invoice or part thereof, if not properly supported.

d) Augusta shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the Agency to the point indicated by such invoice, or of receipt of acceptance by Augusta of the services covered by such invoice.

e) Payment of undisputed amounts shall be due and payable thirty (30) days after Augusta's receipt of the invoice. Notwithstanding anything in the RFP # _____ or Agency's Proposal, Augusta shall have the right to withhold or deduct payments in the event of Agency's non-performance.

6. **Changes, Additions, Deletions.** Augusta may at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the Agency's compensation, shall be mutually agreed upon by and between Augusta and the Agency, in a written Addendum to the Contract, which Addendum shall be incorporated herein by reference thereto. No claim for damages for anticipated profits shall accrue to the Agency. Agency acknowledges that any changes that involve an increase in the compensation shall be considered major, and require the approval of Augusta.

7. **Georgia Prompt Pay Act Not Applicable.** The terms of this Contract supersede any and all provisions of the Georgia Prompt Pay Act.

8. **Defective Pricing.** To the extent that the pricing provided by Agency is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

9. **Standard of Performance.** The standard of care for all services performed or furnished by Agency under this Contract will be the level of care that is ordinarily used by members of Agency's profession practicing under similar conditions. Agency shall adhere to the

professional guidelines established by: Fair Debt Collections Practices Act, Centers for Medicare and Medicaid Services (CMS), Private Insurance Companies and HIPPA.

10. **Qualification, Licenses, and Permits and Compliance with Law.** Agency represents and warrants that it has all licenses and permits necessary to conduct its business and perform its obligations under this Contract, and agrees to comply with all applicable federal, state, and local statutes, regulations, codes, ordinances, and policies in performing its obligations under this Contract.
11. **Supervision.** All services required herein will be performed by the Agency under its supervision, and all personnel engaged in the work shall be qualified and authorized or permitted under law to perform such services. Agency shall employ certified Ambulance Biller/Coders to provide coding and billing services for AFD. Agency shall have a registered nurse as part of the billing oversight team.
12. **Accuracy of Work.** Agency shall endorse all reports, data, and information derived in the performance of this Contract and shall be responsible for the accuracy of the work. Throughout the work, Agency will prepare printed responses to comments received from Augusta following review of work performance, invoices, and other related documents. Agency shall promptly correct errors and omissions in its data, assessments, and/or reports without additional compensation. Agency will re-perform any services not meeting acceptable standard without additional compensation. The Agency shall give immediate attention to any corrections or changes to minimize delay to others.
13. **Independent Agency Relationship.** The parties contend that Agency's relationship to Augusta in providing services hereunder shall be that of an independent Agency. Nothing in this Contract, nor any performance hereunder, is intended or shall be construed to create a partnership, joint venture or relationship of agency or employment between Augusta and Agency. In providing services hereunder, Agency shall represent itself to third parties as an independent Agency to Augusta and shall not hold itself out as having any authority to obligate Augusta. Agency shall have no authority for any complaints related to employment with Augusta, Georgia and has no authority to hire, fire, discipline or otherwise effect the terms and conditions of Augusta, Georgia employees, except as specifically set forth herein.
14. **No Conflict:** Agency represents that it has secured or will secure all personnel necessary to complete this Contract; none of whom shall be employees of, or have any contractual relationship with Augusta, to include officers or government officials, without the written permission of Augusta, except as may otherwise be provided for herein. Agency is responsible for the payment of all employees' salaries, and for all other expenses incurred in connection with the performance of the duties and responsibilities established herein, except as otherwise provided. Agency covenants that it presently has no interest, nor shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance required under this Contract. Agency further covenants that in the performance of this Contract, no person having any such interest shall be employed or contracted with. No member, officer, or employee of Augusta during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

15. **Records.** Agency shall be maintained throughout the term of this Contract and for a period of seven (7) years thereafter for records that indicate the date, time, and nature of the services rendered. Augusta may at any time request progress reports, prints, or copies of any work performed under this Contract. All data, drawings, charts, documents, materials, prepared as an instrument of service pursuant to this Contract are the property of Augusta. Augusta shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Contract without according credit of authorship. Augusta shall hold harmless the Agency against all claims arising out of such use of documents and materials without the Agency's knowledge and written consent.
16. **Open Records.** Agency acknowledge that all records relating to this Contract and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Agency shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.
17. **Confidentiality.** Agency acknowledges that all documents, reports, assessments, information, data, and studies prepared by the Agency upon completion of the Contract, shall be the property of Augusta and be delivered thereto. Articles, papers, bulletins, reports, materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Contract shall not be presented publicly or published without prior written approval of Augusta. Agency agrees that its conclusions and any reports are for the confidential use and information of Augusta and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to Augusta, and will only discuss the same with it or its authorized representatives. It is further agreed that if any information should be released by the Agency without prior approval from Augusta, the release of same shall constitute grounds for termination of this Contract without indemnity to the Agency, but should any such information be released by Augusta or by the Agency with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Contract.
18. **Prohibition Against Contingent Fees.** The Agency warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Agency for the purpose of securing business and that the Agency has not received any non- Augusta fee related to this Contract without the prior written consent of Augusta. For breach or violation of this warranty, August shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
19. **Temporary Suspension or Delay of Performance of Contract.** To the extent that it does not alter the scope of this Contract, Augusta may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Agency under this Contract.
20. **Liquidated Damages.** Agency agrees to pay as liquidated damages to Augusta the sum of \$100.00 for each consecutive calendar day after expiration of the Contract Term, except for authorized extensions of time by Augusta. This paragraph is independent of paragraph 32 regarding default by Agency. The Parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of contract. The liquidated damages set forth herein are not intended to

compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented Agency failures. In addition to other costs that may be recouped, Augusta may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract, as well as attorney fees, if applicable.

21. **Specified Excuses for Delay or Non-Performance.** Agency is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature, or periods of time or dates are changed through no fault of Agency. In any such event, the contract price and schedule shall be equitably adjusted.
22. **Acceptance.** Acceptance of Agency's work by Augusta will not relieve the Agency of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
23. **Indemnification.** Agency shall indemnify, hold harmless, protect and defend Augusta and its Commissioners, elected officials, trustees, officers, employees, agents, and representatives (the "Indemnified Parties") for, from, and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees (the "Indemnified Matters"), of any nature whatsoever (including, but not limited to, damage to or loss of property, bodily injury or death), directly or indirectly arising out of or in connection with the performance of Agency's obligations under this Contract. Agency's indemnification obligations under this Paragraph shall apply whether the Indemnified Matters are due in part to the concurrent fault or negligence of the Indemnified Parties or others, but shall not extend to such concurrent fault or negligence. Agency's defense obligations under this Paragraph shall be with attorneys approved by Augusta, which approval shall not be unreasonably withheld.
24. **Agency's Insurance.** Agency shall at all times that this Contract is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify Augusta against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the Agency in performance of the work during the term of this Contract. Agency shall provide, at all times that this Contract is in effect, insurance with limits of not less than:
 - a) **Workmen's Compensation Insurance** in accordance with the State of Georgia;
 - b) **Public Liability Insurance** in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence;
 - c) **Property Damage Insurance** in an amount of not less than One Million (\$1,000,000) from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars; and
 - d) **Professional Liability Insurance** in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

All policies of insurance required under this Paragraph will provide that they may not be canceled nor the coverage materially changed without thirty (30) days prior written notice to Augusta. Augusta will be named as an additional insured with respect to Agency's liabilities hereunder in insurance coverage identified in items B & C. Such policies shall name Augusta as a co-insured, except for worker's compensation and professional liability policies, and a

copy of such policy or a certificate of insurance shall be filed with the director at the time of the execution of this Contract.

25. **No Assignment; No Amendment; No Waiver.** This Contract may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party; and may not be amended or modified by course of conduct or otherwise, except in a writing duly executed by each of the parties.
26. **Non-Discrimination.** During the performance of this Contract, the Agency shall comply with all federal and state non-discrimination laws, regulations and policies in the administration of this Contract. In the event of the Agency's non-compliance or refusal to comply with any non-discrimination law, regulation, or policy in the administration of this Contract, this Contract may be rescinded, canceled or terminated in whole or in part, and the Agency may be declared ineligible for further contracts with Augusta. The Agency shall, however, be given a reasonable time in which to correct any non-compliance.
27. **Subcontract.** The Agency shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Augusta's prior written approval of the subcontractor. All subcontracts in the amount of \$5,000 or more shall include, where possible, the provisions set forth in this Contract. The Agency will cause the provisions outlined below to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for commercial supplies of raw materials. Said provisions are as follows: (i) the Agency will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (ii) in all solicitations or advertisements for employees, qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

Salaries of any subcontractors, drafters, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except payroll deductions as are mandatory by law. The Agency hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Contract.

28. **Drug free Workplace.** Agency will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract. If Agency has more than one employee, including Agency, Agency shall provide for such employee(s) a drug-free workplace program, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G. A. Section 50-24-1 et seq., throughout the duration of this Contract.
29. **Damages.** Agency is responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold Augusta, its officers, agents and employees, harmless from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the Agency, its subcontracts, or agent in the negligent performance or non-performance of work under this Contract. These indemnities shall not be limited by reason of any insurance coverage.

30. **Notice of Non-Compliance.** Augusta will give prompt written notice to Agency whenever Augusta observes or becomes aware of any development that affects the scope or timing of Agency's service, or of any defect in the work of Agency or Agency's subcontractors.
31. **Termination- General.** Either party shall have the right to terminate this Contract, in part or in whole, by giving written notice to the other party of such termination, specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, work papers and reports prepared by the Agency under this Contract shall become the property of Augusta, and the Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by Augusta and Agency.
32. **Termination for Cause.** Augusta will give Agency five (5) days written notice of any known failure to fulfill its obligations or violation of any of the covenants, specifications, or stipulations of this Contract, RFP, or Addendum. Agency will be given the opportunity to correct any violation within five (5) days of a written notice. Failure to correct said violation or default after the 5 days' notice, shall constitute a default and will be grounds for termination of this Contract. If Augusta elects to terminate this Contract, written notice of termination will be sent to Agency stating the effective date of termination.
33. **Inspect Place of Business.** Augusta may at reasonable times, inspect the part of the plant, place of business, or work site of Agency or any subcontractor of Agency or sub-unit thereof, which is pertinent to the performance of this Contract.
34. **Property Insurance.** Augusta will maintain property insurance on all pre-existing physical facilities associated and used for the completion of this Project.
35. **Cooperation.** Agency shall advise Augusta of additional data or services, if any, which are not a part of Agency's services necessary for work to begin. At Agency's request, Augusta will provide all criteria and full information as to Augusta's and Agency's requirements for this part of the project, including objective and constraints, space, capacity, and performance required flexibility and expandability, and any budgetary limitations. Agency will reasonably rely on the accuracy, timeliness, and completeness of the provide by Augusta. All parties agree to work together on the basis of trust, good faith and affair dealing, and shall take actions reasonably necessary to enable each other to perform under this Contract in a timely, efficient and economical manner.
36. **Local Small Business.** In accordance with Chapter 10B of the Augusta, GA. Code, Agency expressly agrees to collect and maintain all records necessary for Augusta to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with Augusta, GA. Code § 1-10-129(d)(7), for all contracts where a local small business goal has been established, Agency is required to provide local small business utilization reports. Agency shall report to Augusta the total dollars paid to each local small business on each contract, and shall provide such payment affidavits,

regarding payment to subcontractors as may be requested by Augusta. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta. Failure to provide such reports within the time period specified by Augusta shall entitle Augusta to exercise any of the remedies set forth, including but not limited to, withholding payment from Agency and/ or collecting liquidated damages.

- 37. **Commencement of Services.** The performance of services herein described in this Contract shall be commenced upon receipt by the Agency of a written Authorization To Proceed. The effective date of services shall be defined in the Authorization To Proceed.
- 38. **Audit.** At any time during normal business hours and as often as Augusta may deem necessary, the Agency shall make available to Augusta and/or audit representatives of Augusta for examination all of its records with respect to all matters covered by this Contract. It shall also permit Augusta and/or representatives of the audit, to examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract.
- 39. **Notices.** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

AUGUSTA:

AGENCY:

Fire Chief
Augusta Fire Department
3117 Deans Bridge Road
Augusta, Ga. 30906

COPY TO:
General Counsel
Augusta Law Department
535 Telfair Street, Building 3000
Augusta, Ga. 30901

- 40. **Entire Contract.** RFP # _____ specifications and this Contract, including Attachments, represents the entire responsibilities and obligations between Augusta and Agency and supersedes all prior negotiations, representations, and agreements, either written or oral. All subsequent Amendments, properly executed, become part of this Contract by reference thereto.
- 41. **Conflicting Provisions.** In the event there are any conflicting provisions or requirements in the component parts of this Contract, the several Contract Documents shall take precedence in the following order:
RFP# _____
Contract, including Attachments
Amendments.

42. **Severability.** If any provision in this Contract or any provision of any document incorporated by reference, shall be held invalid, such invalidity shall not affect other provisions of this Contract which can be given effect without the invalid provision and to this end the provisions of this contract are declared severable and the remaining provisions are in full force and effect.
43. **Requested Assistance/Additional Services.** The Scope of Services does not include costs of Agency for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Augusta. All such services required or requested of Agency by Augusta, except for suits or claims between the parties to this Contract, will be reimbursed as additional services. Except as otherwise provided in this Contract, Agency shall indemnify and hold harmless, Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of its work.
44. **Prevailing Law and Jurisdiction.** The law of the State of Georgia shall govern the Contract between Augusta and Agency with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between Augusta and Agency arising out of or relating to the Contract, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Agency, by executing this Contract specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.
45. **Acknowledgment.** Agency acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Agency is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Agency's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Agency may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Agency agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Agency provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Agency. Agency assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity. " This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.
46. **E-Verify.** All contractors and subcontractors entering into contracts with Augusta , Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta , Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent

federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. S 1310-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia AGENCY will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

47. **Counterparts.** The Contract Documents are complementary, and what is called for by one is as binding as if called for by all.

IN WITNESS WHEREOF, Agency and Augusta have duly executed and delivered this Contract.

AUGUSTA, GEORGIA

AGENCY

By: _____
Printed Name: Hardie Davis, Jr.
Title: Mayor
Date: _____

By: _____
Printed Name:
Title: President
Date: _____

(affix seal)

Attest:

By: _____
Printed Name: Lena Bonner
Title: Clerk of Commission

EXHIBIT “A”

Scope of Services

CODING & BILLING

1. The Coding/Billing Agency (Agency) will commence billing the Patient Care Reports (PCR) with the start-up date established by the Agency and Augusta.
2. All services will be performed by the Agency under its supervision and shall have a registered nurse as part of the billing oversight team. The Agency will provide certified Ambulance Biller/Coders to provide coding and billing services to AFD.
2. Billing data will be imported directly from software agreed upon by Augusta and the Agency.
3. The Agency shall prepare invoices according to the rates established by Augusta.
4. The Agency shall prepare invoices according to the guidelines and procedures established by the Agency and Augusta, and all applicable laws and regulations according to Centers for Medicare & Medicaid Services (CMS), including those for Medicare and Medicaid services.
5. The Agency on behalf of Augusta, shall bill all non-emergent and emergent transports according to applicable laws established by Medicare, Medicaid and other applicable agencies
6. All invoices shall be billed in compliance with the Fair Debt Collection Practices Act.
7. Electronic filing is required method of filing invoices to appropriate parties, including insurance companies if available, Medicare and Medicaid if applicable. Augusta shall approve all forms and correspondence.
8. The Agency shall utilize available resources and databases to obtain billing insurance information on private pay patients.
9. The expectation of Augusta is that the initial invoices will be processed within five (5) business days of the receipt of the billing information, according to the agreed upon process for various claim types.

COLLECTIONS

1. The Agency shall process all claims according to the timelines defined by the Agency and Augusta.
2. The claims shall be divided in four revenue categories: Medicare, Medicaid, Insurance, and Private Pay.

3. Claims shall be appropriately re-categorized after receiving payment from the primary payer.
4. Denials for Medicare and Medicaid shall be processed according to the timelines defined by the Agency, Augusta, and the Carrier.
5. Customer service shall be provided from 8 am to 5 pm Eastern Standard Time (EST) using an Agency supplied phone number. It is preferred that the Agency include an 800- number for out-of-area or out-of-state customers.
6. The call system must be able to accept voice mail messages and route to appropriate person.
7. The awarded Agency must make a good faith effort to contact customers within 24 hours after initial contact from the customer.
8. The awarded Agency will treat all debtors fairly, with professionalism, honesty and integrity while obtaining the maximum results.
9. The Agency must remit to Augusta all funds collected, less refunds issued.
10. Fees charged by the Agency for billing and collection services will be based upon “net collections”.
11. Augusta regards “net collections” as total funds collected, less refunds issued, as a result of overpayments or erroneous payments.
12. An active Quality Assurance and Internal Auditing Control program for detecting, correcting, and avoiding process errors shall be maintained.

ACCOUNTING AND REPORTING

1. Accounting and reporting for all billing and collections shall be performed pursuant to Generally Accepted Accounting Principles.
2. Accounting and reporting shall be provided on a daily, monthly, quarterly, and annual basis, or as requested by Augusta. This shall include monthly auditing by the successful Agency to ensure accuracy of bills.
3. Reports and all supporting documentation shall be submitted to Augusta within ten (10) business days after the end of the month.
4. All reports must be provided to the appointed Augusta billing and collections contact by the time period specified.
5. Reports should be submitted electronically, either via email or secure server.

6. Reports should be provided in MS Excel, as PDF Documents, or a format to be determined collectively by the Agency and Augusta, when requested.
7. Below are the reports required by Augusta to monitor the billing and collection process. Additional reports may be added by the request of Augusta at no additional cost on an as-needed basis.
8. Reports may need to be modified periodically on specific issues or needs that arise.
9. Please specify the process to add/change or delete specific reports.
10. The Agency shall retain all financial and administrative records for a minimum of 7 years following the completion of the Contract, and shall permit Augusta or any of their representatives or auditors access to such records.

DAILY REPORTS

1. A revenue report showing all transports billed. At a minimum, the report should include the date of service, incident number, patient name, origin, destination, procedure code, and gross charges.
2. A report showing transports that cannot be billed including the reason the transport could not be billed.
3. A report showing the number and amount of claims filed with Medicare and Medicaid, including the confirmation information from Medicare or Medicaid acknowledging receipt of the claim.
4. A reconciliation report showing the amount of cash receipts posted and how the amount ties to the weekly bank deposit. Provide an explanation of any cash that is unable to be posted.

MONTHLY, QUARTERLY, AND ANNUAL REPORTS

1. A revenue report showing all transports billed. At a minimum, the report should include the date of service, incident number, patient name, origin, destination, procedure code, and gross charges.
2. An outstanding aged accounts receivable report sorted by payer, including a total outstanding aged report. The Report should show four categories of outstanding accounts: 30, 60, 90 and more than 120 days outstanding. The report would also show the last date of activity on the account. The report should break down the categories into the current financial class of the account (from where the next dollar payment is expected).
3. A report listing all refunds processed for the month.

4. A report of all accounts sent to collections.
5. A report of all account denials broken down by payer and then by type of denial.
6. A report of all claims denied by Medicare and Medicaid.
7. Provide monthly reports of any and all disclosures or releases of data or information, and the reasons there for.
8. A report of all claims written-off during the month.
9. Other reports on an as-needed basis useful in monitoring and evaluating Augusta's ambulance service and/or accounts receivable process.
10. Augusta reserves the right to audit the records of the Agency related to billing Augusta for the Agency's services. The Agency shall make and keep full and complete records and books of accounts of revenue and income, costs and expenses that specifically relate to performance under this contract.
11. Records and books of account, together with any or all other memoranda pertaining thereto that may be kept, maintained or possessed by the Agency, shall be open to examination during the regular business hours by Augusta or its representatives for the purpose of inspection, auditing, verifying, or copying the same or making extracts therefrom.
12. The Agency shall make and keep said records and books of account in accordance with generally accepted accounting principles.
13. The Agency shall provide to Augusta manuals outlining the policies and procedures established to facilitate the processing of the contract between the parties upon award and successful completion of a contract.

ANALYTICAL SERVICES

The Agency will be expected to provide analysis and expertise in all issues related to ambulance coding, billing, and collections. This includes analysis of trends and other pertinent issues that may develop.

Initially, the Agency will be expected to discuss monthly with Augusta to review performance. The minimum requirements of a written report reviewing the performance of the accounts receivable should be prepared, identifying among other issues, the strengths, weaknesses, and opportunities of the performance. Key issues that might arise in the future should be identified, along with strategies to address the issues. This report should be prepared monthly.

TECHNOLOGY REQUIREMENTS

1. The Agency will provide all necessary software that meets Augusta’s requirement and all software associated with the billing and collection process.
2. The Agency will provide all necessary hardware required to enable billing data collections.
3. Augusta shall be provided a system that will ensure complete and uninterrupted flow of service via back-up systems and a Data Recovery Project Plan/System should a disaster occur. Provide a copy of the plan for review by Augusta’s IT Department.
4. The Agency should have the ability to utilize a secure FTP platform via VPN and/or FTP for billing extract file transfer. If the Agency recommends an alternative method for file transfer, please provide a detailed description of the recommended process.
5. The Agency should provide sufficient HIPAA compliance training to all employees detailing with applicable information.

COMPENSATION AND METHOD OF PAYMENT

Augusta shall make payments to the Agency in accordance with the “Fee Schedule”. The Agency shall submit an invoice specifying the required services that were performed, accompanied by data satisfactory to Augusta, to document entitlement of payment.

1. Schedule of Costs

The Agency proposes to furnish all materials; supplies and services set forth herein, subject to all conditions outlined in this RFP, including the general instructions and information to companies, at the percentage indicated below. All invoices shall be submitted to Augusta at the end of each monthly billing period but no later than ninety (90) days after the date service has been rendered.

Percentage charged based on amounts collected for ambulance services billed by Agency, including the hardware/software option:

% _____

Annual charge for hardware, including a five (5) year no-fault warranty. Vendor must specify & provide cost.

\$ _____

2. Fiscal Funding

If the Contract is awarded to an Agency, who is to be paid through any method other than percentage of the fund collected, then such Agency understands that Augusta shall request appropriate of funds periodically to make payments to the Contract hereunder. If said funds are not appropriated by Augusta in a timely manner, Augusta shall not be obligated to pay a penalty to the Agency. Such an event shall not constitute an event of default by Augusta. Augusta agrees to promptly notify the Agency in writing of such non-appropriation.

SUBCONTRACTING

None of the work or services covered by the Contract shall be subcontracted to a third party without prior written approval from Augusta. Any work or services subcontracted hereunder shall be specified, in writing, and approved by Augusta before execution, and any subcontractor contract shall expressly provide that it is subject to the terms of this Contract.

ASSIGNABILITY

The Agency shall not assign or transfer whether by an assignment or agreement, any of its rights, obligations, benefits, liabilities or other interest without the prior written consent of Augusta.

INSURANCE

It shall be the responsibility of the Agency or subcontractors to release from liability claims that may arise from the Contractor's acts, omissions, or operations carried out in connect with this RFP. The Agency shall secure and bear sole responsibility for any required insurance coverage including but not limited to Worker's Compensation Insurance, Public Liability Insurance, as well as any other insurance, which the Agency and City mutually determine to be necessary to carry out the provisions of this RFP. Insurance Limits as follows:

Worker's Compensation Insurance in accordance with the State of Georgia;

Public Liability Insurance in an amount of not less than \$1,000,000.00;

Professional Liability Insurance in an amount of not less than \$1,000,000.00.

Required Supplementary Information

1. Sample of all reports that will be provided to Augusta.
2. Explanation of what data we must provide your service and how it will be transferred. Include any opportunities for electronic data submission
3. A projection timeline of events that must take place from start-up to full operation.
4. Explanation of positive techniques used to work with and assist private pay patients in satisfying their bill and assurance they agency will refrain from using threats or intimidation as a collection technique. Accounts that are deemed uncollectible (determined by Augusta) will be returned to collections for further action.
5. A copy of your most recent SAS-70 audit report.
6. The Agency will provide the name and contact information of a primary contact person that will be responsible for the work performed per this RFP.

DETAILED SPECIFICATIONS

1. The Augusta Fire Department (AFD) provides a two-tier EMS response program. On all dispatches for EMS service, a fire company may be dispatched to evaluate the need for service, provide medical assistance and stabilize the patient and collect data regarding patient condition and billing information. This information is written on an “Emergency EMS Report, Augusta Fire Department Run Report.
2. Depending on the severity of the medical emergency, the following may occur:
 - A) The patient may be left where s/he was encountered or advised to obtain their own transportation to a doctor or clinic
 - B) A paramedic unit may be dispatched and the patient transported as a Basic Life Support Transport (BLS)
 - c) The patient can be transported as an Advance Life Support Transport (ALS)

In all events, an Emergency EMS Report is prepared for each EMS dispatch regardless of the service level provided to the patient. This document is the source document produced by AFD for EMS billing and EMS management information reports.

3. All payments for EMS billing shall be sent directly from the party responsible for payment to the Agency's Office. The Agency will provide to Augusta the original statement received by the payer and a copy of the check. The Agency will also provide a copy of the Daily Cash Receipts Schedule that itemizes payments received for EMS billing and identifies the date to be used by the Agency for management reports.

4. AFD will try to collect as much information as possible from a patient receiving EMS services, but there is no guaranteed that this information will be complete or totally accurate as it will be collected during the EMS run. It shall be the responsibility of the Agency to obtain whatever information is necessary in order to perform the billing process and generate accurate reports required by the contract.

5. AFD shall continue to collect data on all EMS dispatches for both tiers of the program. It shall be the responsibility of the Agency to collect this data and prepare reports as specified in the EMS Management Information System.

6. It is preferred that the Agency secure provider status and numbers for Augusta, at no charge to Augusta, which shall include, at a minimum, provider status and numbers for Medicare, Medicaid, an NPI number and any other applicable public assistance payments.

In the alternative, the Agency shall assist Augusta in securing provider status and numbers for Augusta, at no charge to Augusta, which shall include, at a minimum, a provider status and numbers for Medicare, Medicaid, an NPI number and any other applicable public assistance payments.

The Agency shall establish Augusta as a direct entry provider wherever possible.

7. The Agency shall establish and maintain an office that shall have all the necessary equipment, including but not limited to dedicated phone lines, computer terminals, modems, and sufficient personnel, materials and supplies to operate as Augusta's transport medical billing facility.

8. The Agency shall maintain, at a minimum, normal business hours Monday through Friday, 9:00 am. to 5:00 pm., except holidays.

9. The Agency shall be responsible for contacting all hospitals and other medical facilities that receive patients from AFD transport units to establish procedures necessary to complete documentation of City transport runs.

10. The agency shall be responsible for determining what information will be collected and retained to meet the criteria established by Medicare, Medicaid, or other applicable public assistance and/or private medical carriers, for billing appeals, auditing and other functions defined by these carriers. The Agency shall collect and maintain information defined by Augusta for the development of medical transport billing management information system.

11. The Agency shall be responsible for inputting coding/billing information shortly after it is received. The Agency shall process and transmit invoices to medical insurance carriers within the time specified by the medical insurance carriers; but not longer than three (3) weeks of

submission of the data from AFD. The Agency shall provide to Augusta a copy of all files upon Augusta's request.

12. The Agency shall be responsible for the transfer of all electronic files, records and other material maintained by any other agency.

13. The Agency will implement a billing system that encourages the use of different messages on subsequent reminder or late payment notices.

14. The Agency will implement a system that will accept partial payments. The billing system shall be mutually agreed upon by the Agency and Augusta.

15. The Agency shall define their normal billing cycle for primary insurance, secondary insurance and self-pay accounts.

16. The Agency shall have the capability of receiving electronic demographic files from Augusta, Ga. area hospitals. The Agency shall be responsible for and participate with Augusta in establishing this capability with hospitals.

17. The Agency shall have the ability to accept electronic file transfer of data listed on AFD reports.

18. The Agency shall provide, at minimum, the forms necessary for medical billing, all follow-up letters and forms to medical carriers, all follow-up letters and forms to citizens who have utilized EMS transport service, all correspondence to employers, and all financial, management and account tracking reports provided to Augusta. The design and wording to be used in the forms and letters shall be mutually agreed upon by the Agency and Augusta.

19. The Agency shall utilize a "Clearing House" to review all Medicare claims.

20. The Agency shall utilize a Collections' service to submit aged accounts for collections, upon a mutually agreed time of delinquency.

21. All files containing information relative to Augusta transport billing system shall be maintained separately from any other account managed by the Agency.

22. Adequate security, such as password protections, shall be provided to insure privacy of records.

23. The Agency shall provide backup files as an added method of security for the database. The backup files shall be stored in a fire proof safe with a minimum two hour rating.

24. The Agency shall develop various accounting and management reports for Augusta. The Agency shall provide various one-time reports requested by Augusta at no additional charge.

Transport Log Daily

Fire/EMS Administrator Summary

Fire/EMS Finance Officer Summary

Runs by Post Date

Monthly Deposit Log

25. Prior to issuance of transport bills, a trial run shall be conducted of the system to include the preparation of “dummy” bills and report. Upon review and acceptance by Augusta, the system shall be placed into operation.

26. It shall be the responsibility of the Agency to constantly update the filing system so that it complies with the current requirements established by the medial carriers. This shall include, but not be limited to, revising programming, updating master CFIT coding and descriptions, updating master **IC 10 CM** diagnosis coding, conformance with **ANXI X-12** format, consulting with Augusta for updating/reviewing fees, charging patterns and practices, carrier negotiations, revising paperwork, updating manuals and retraining personnel as necessary.

27. The Agency shall provide real-time, on-line services to handle all data processing requirements. The Agency shall store all information collected on data processing magnetic media. One year of activity shall be maintained on-line in the system for immediate access. Information older than one year shall be dumped onto a separate media and shall be retained for 7 years. All collected information shall be backed-up with a separate media.

28. The Agency shall follow all current governmental HIPPA regulations. Agency must sign a Business Associates Agreement upon acceptance of the contract assuring Augusta that they are HIPPA complaint.

29. All software must be compatible with current software utilized by the AFD for incident reporting. The Augusta Fire Department is currently migrating to Image Trend.

OPTIONAL: AFD EMPLOYEE TRAINING

1. Agency will provide training to AFD personnel on coding, billing and collection procedures.

2. If Agency elects to provide training for AFD personnel on coding, billing and collection, Agency will provide generalized outline of training.

3. Agency will provide one set of books to AFD to include AAA Manual by David Wefel; ICD 10 Books (CM Expert (Diagnostic) and HCPCS (Billing) Level II Expert; Quick Guide from www.pwwemslaw.com; and current Medicare Reference Manual.

