

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
SEPTEMBER 18, 2012 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Fire Department Medical Billing Contract	Resolution Ordinance ✓ Motion Discussion Only	James Jackson, Fire Chief

SYNOPSIS

A motion is requested to authorize award of a 3-year contract for medical billing services to Andres Medical Billing Ltd. of Arlington Heights, Illinois.

STRATEGIC PLAN ALIGNMENT

The Strategic Goals for 2011-2018 identified *Exceptional Municipal Services* and *Steward of Fiscal and Environmental Sustainability*.

FISCAL IMPACT

Based on the current activity level, staff estimates that Andres Medical Billing will receive \$43,920.00 per year in fees. General fund revenues for medical billing will be budgeted to reflect the fees for this contract.

RECOMMENDATION

Approval on the September 18, 2012 Consent Agenda.

BACKGROUND

An outside billing service has assisted the Village for several years in the collection of fees for ambulance services rendered by the Downers Grove Fire Department. The outside service charges a percentage of the revenue collected as its fee for providing billing services. This is currently at a rate of 5% for the Village. Payment for ambulance services are made primarily by the patient's Medicare, Medicaid, private insurance and/or self payment.

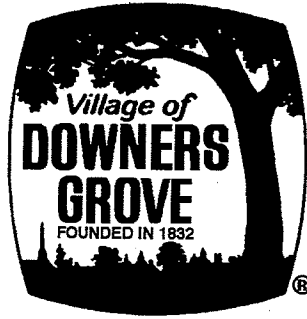
In accordance with the Village purchasing policy, the Village issued an RFP seeking qualified vendors to provide medical service billing. The table below shows the proposed fees.

Vendor	Proposed Fee
Andres Medical Billing	4%
Paramedic Services of Il	4%
Intermedix	4.7%
Paramedic Billing Services	5%

Andres Medical Billing of Arlington Heights was selected to provide medical billing service to the Village at a rate of 4% of revenues collected. Andres Medical Billing has been providing this service to the Village since 2000 with a very sound track record of providing exceptional customer service.

ATTACHMENTS

Contract Documents



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company:

Andres Medical Billing, Ltd.

Project Name:

Medical Billing Services

Proposal No.:

RFP-040-2012-0-2012/TT

Proposal Due:

August 2, 2012, 2:00 p.m.

Pre-Proposal Conference:

None

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: July 19, 2012

Date Issued: July 19, 2012

This document consists of 22 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

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SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.



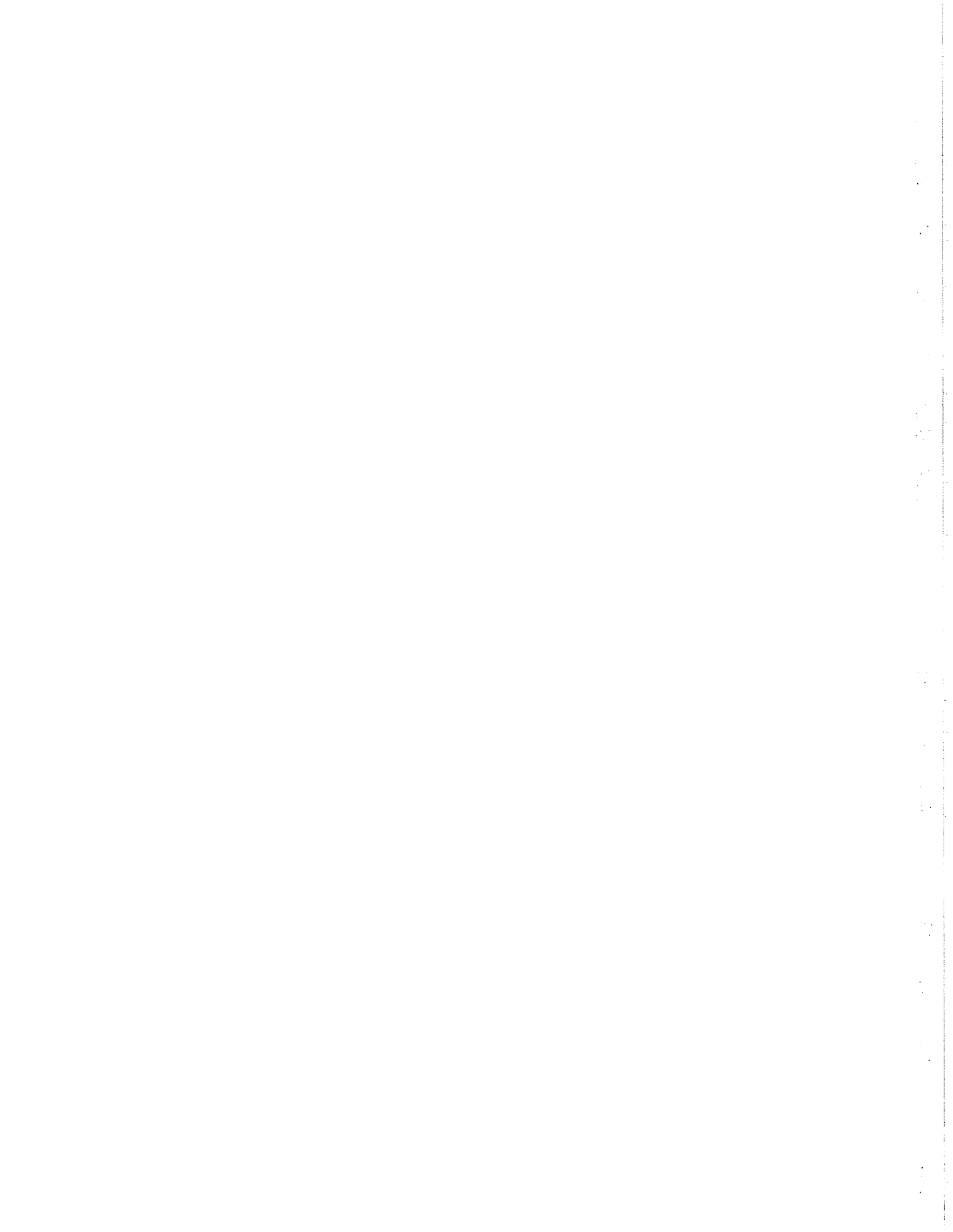
I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to August 2, 2012, 2:00 p.m. .
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Theresa Tarka**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions



necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

6.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

8. NONDISCRIMINATION

8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

8.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

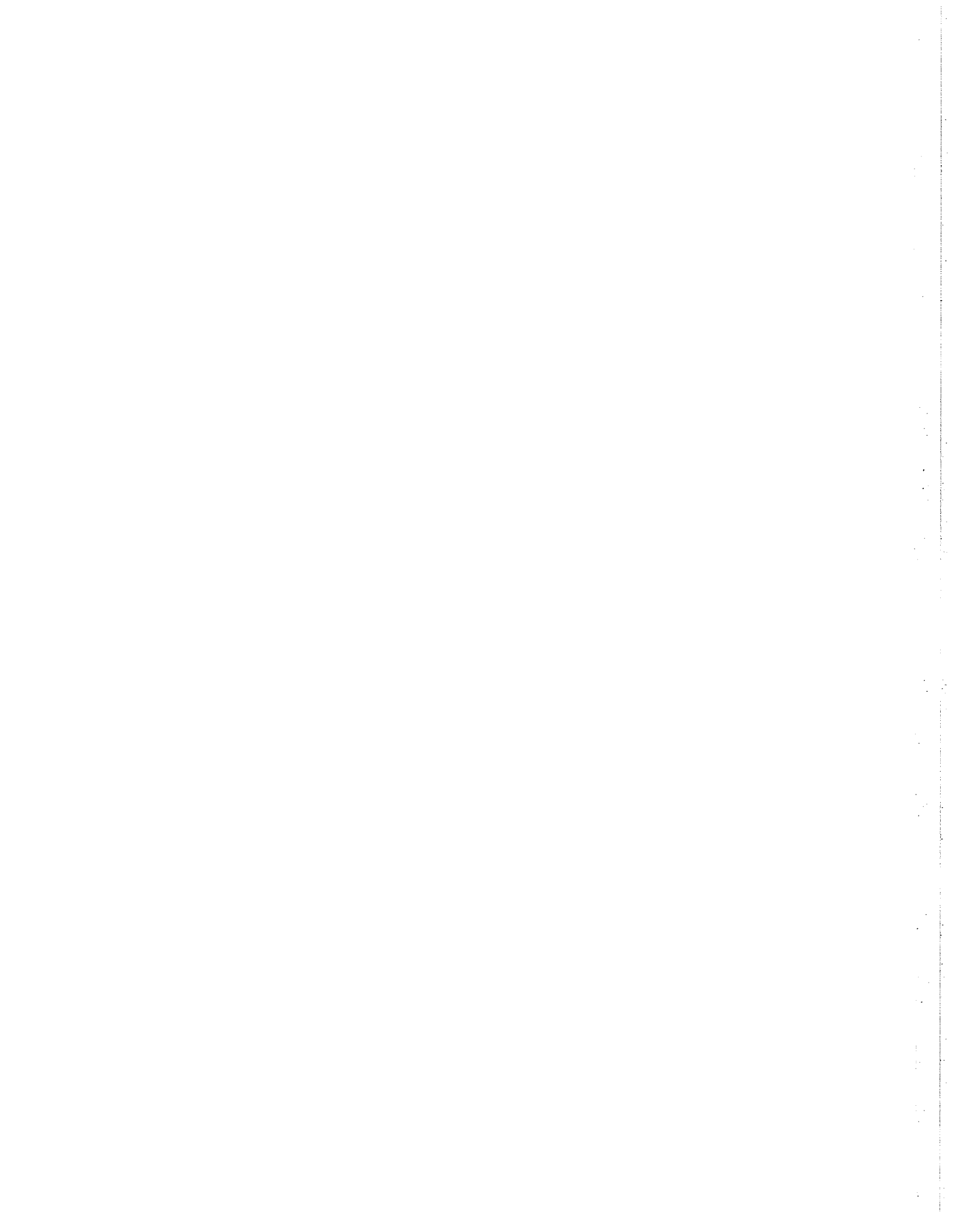
9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

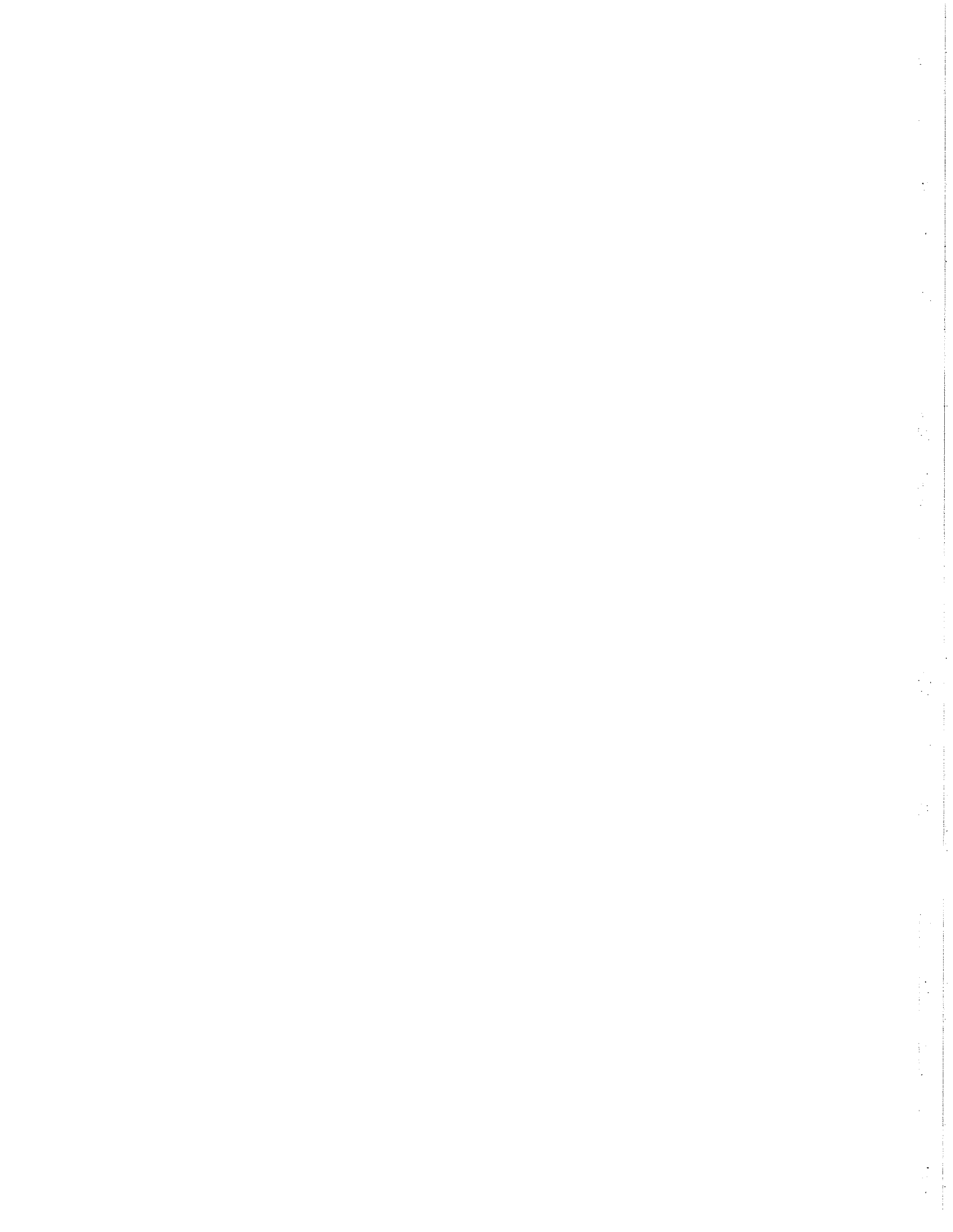
10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age,



physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In



addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

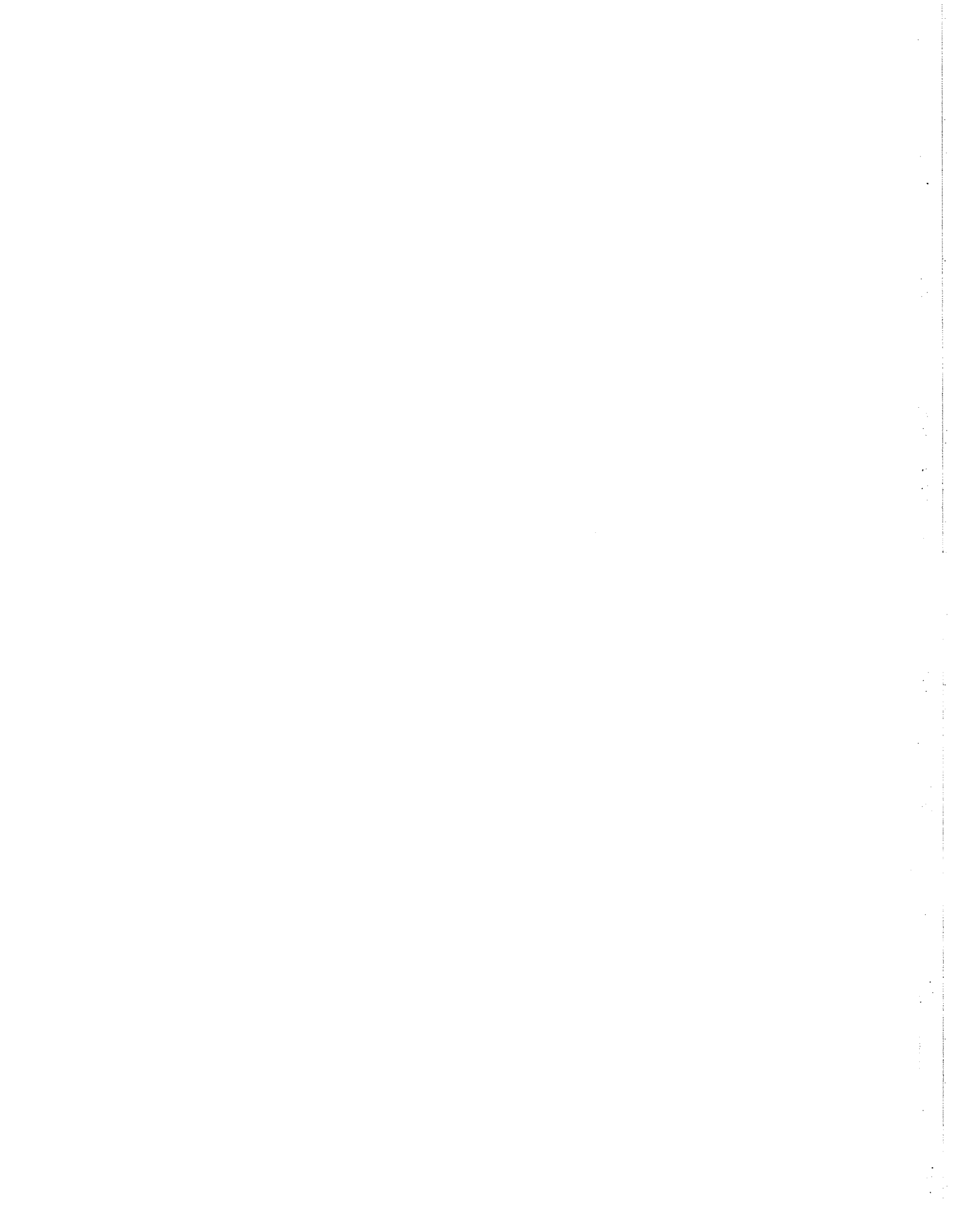
11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

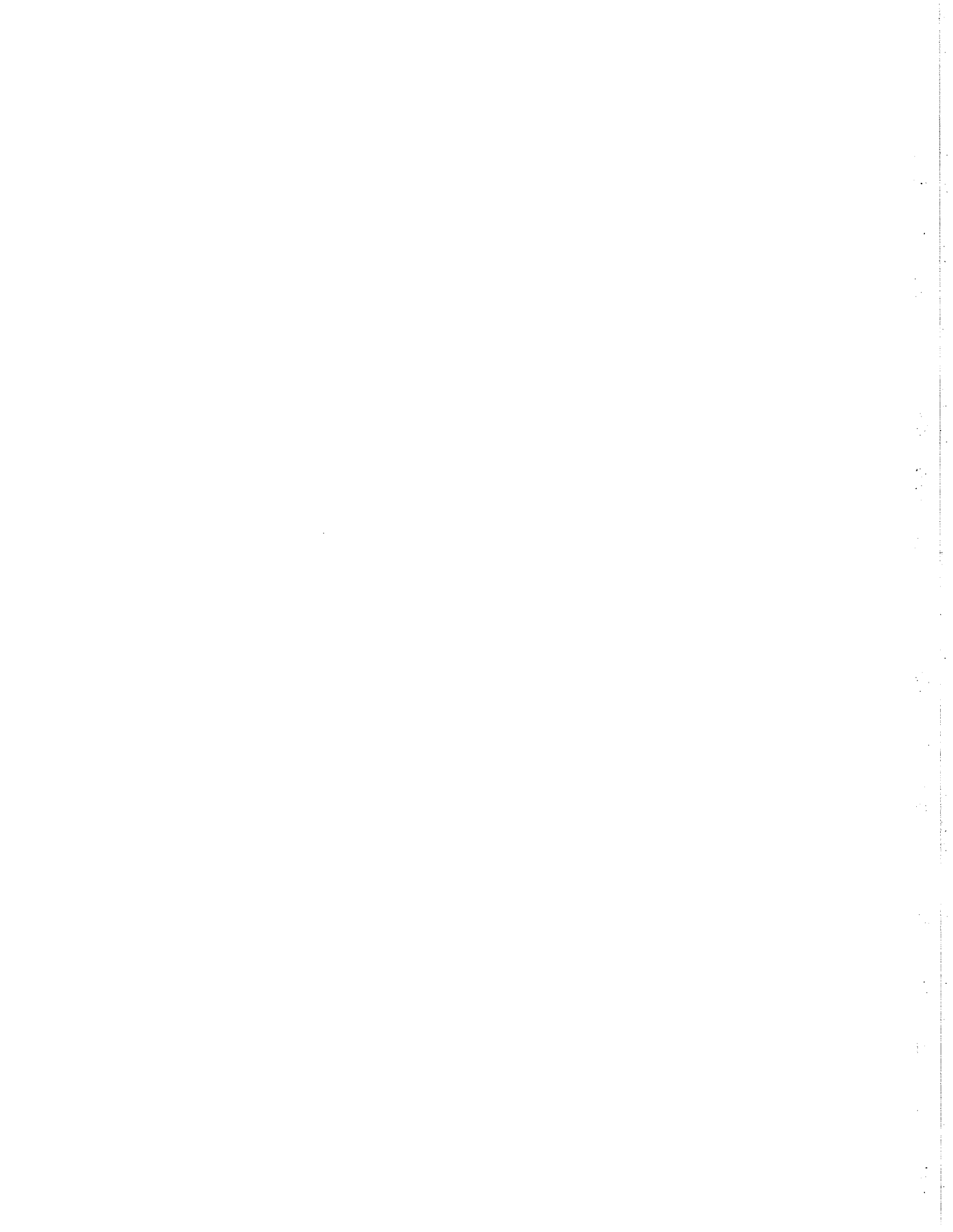
- 12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates,



as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS

- 13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
- 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.



14. CAMPAIGN DISCLOSURE

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

15. SUBLETTING OF CONTRACT

- 15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

16. TERM OF CONTRACT

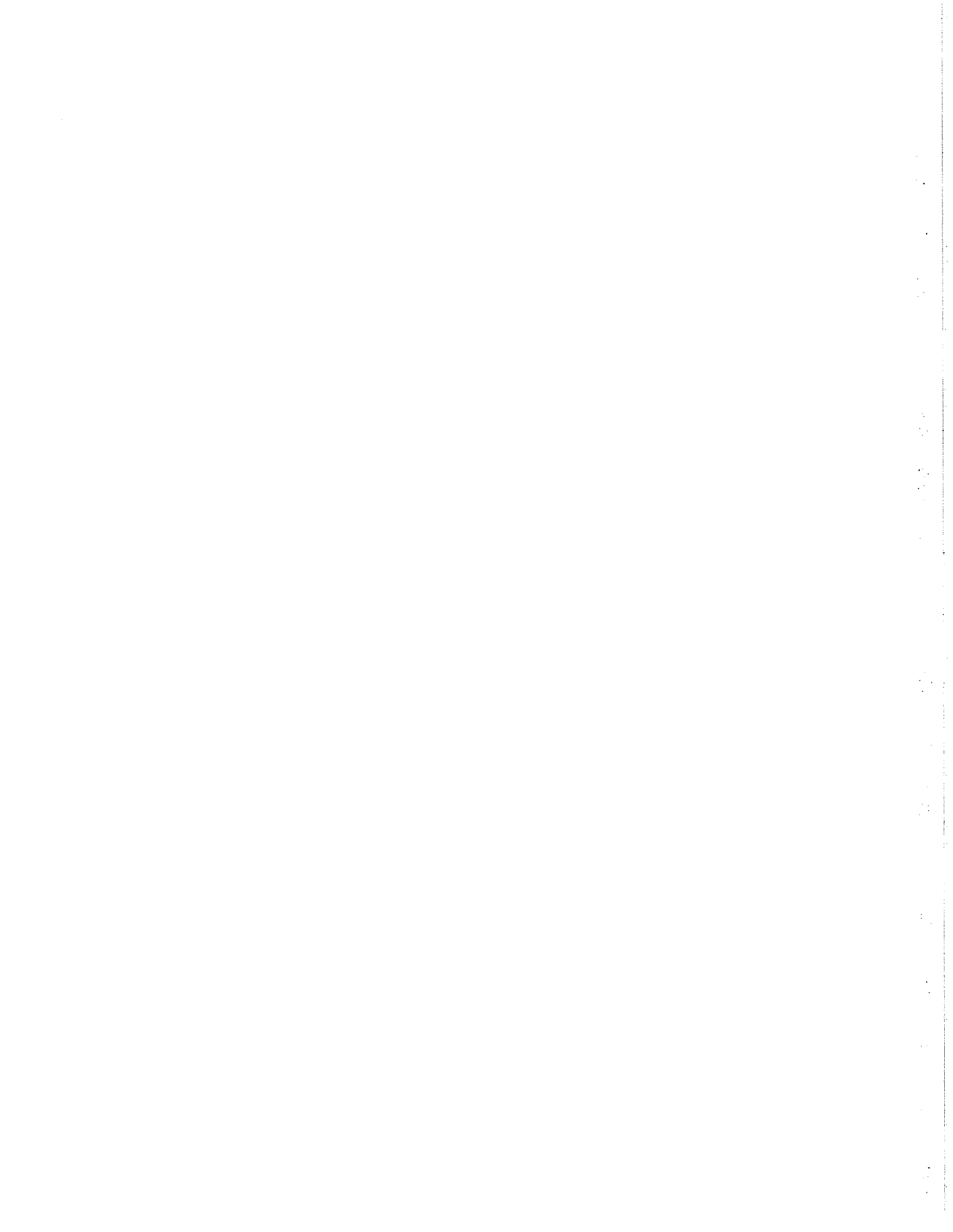
- 16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

18. BILLING & PAYMENT PROCEDURES

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any



bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

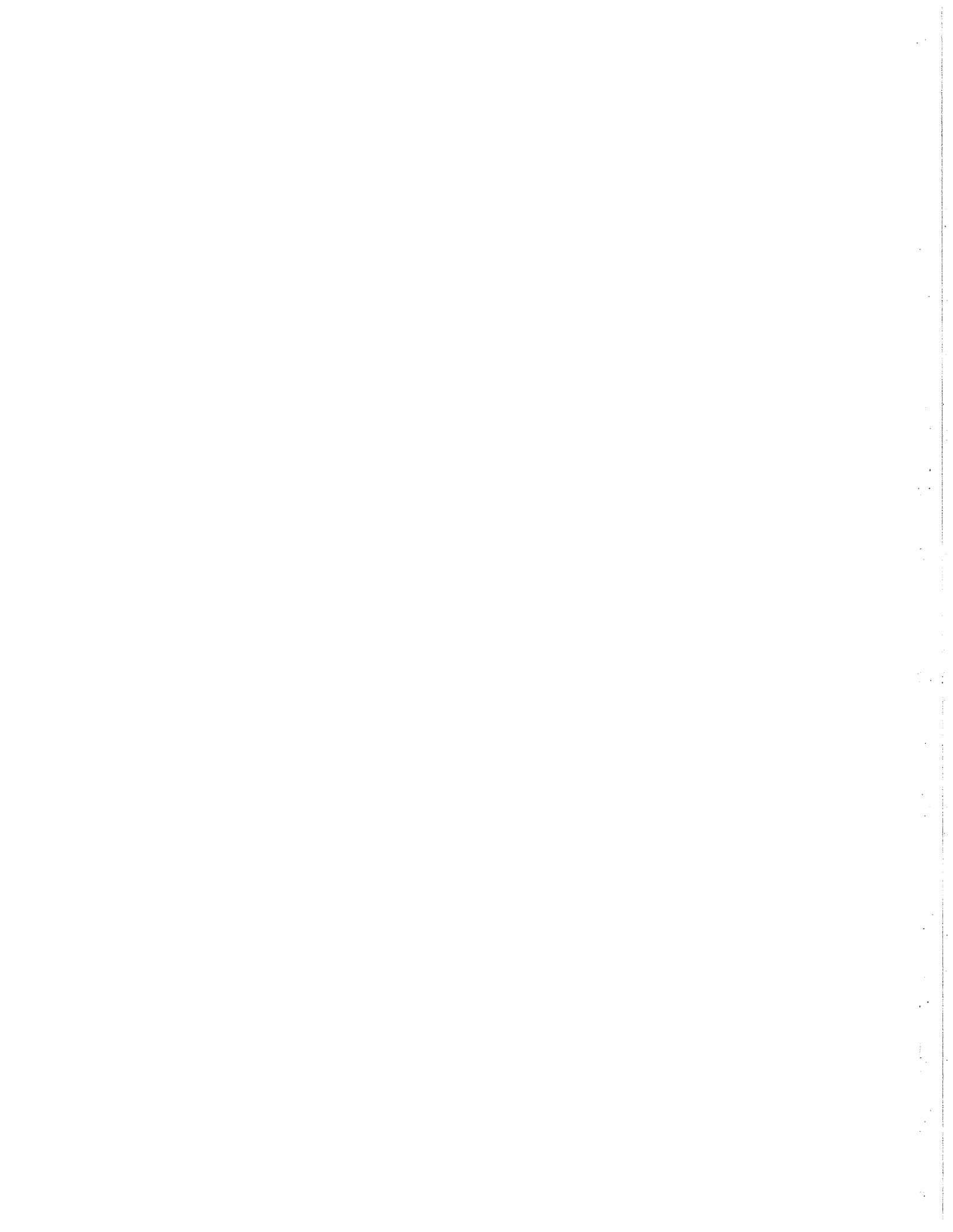
20.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

21. GOVERNING LAW

21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.



22. SUCCESSORS AND ASSIGNS

22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

23. WAIVER OF CONTRACT BREACH

23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

24.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

25. NOT TO EXCEED CONTRACT

25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

27. NOTICE

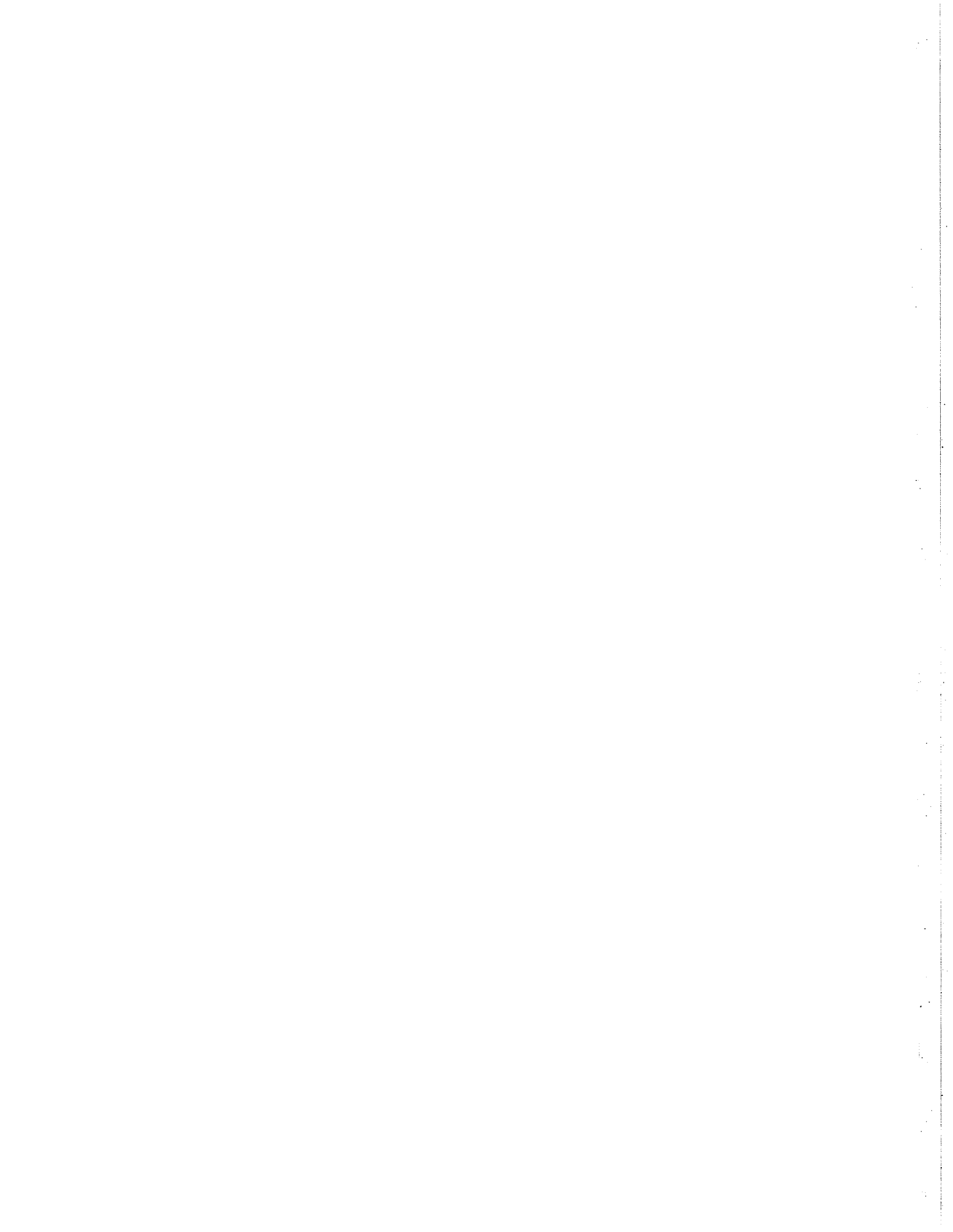
27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

28.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et.seq.)



III. DETAIL SPECIFICATIONS

III. DETAIL SPECIFICATIONS **MEDICAL BILLING SERVICES**

The Village of Downers Grove Fire Department is looking for an outside billing service to collect monies for ambulance services rendered by the Downers Grove Fire Department for Advanced Life Support (“ALS”) and Basic Life Support (“BLS”) calls.

The Village of Downers Grove maintains four fire stations which serve 50,000 residents within its 15 square mile corporate boundaries. Each year Village emergency personnel transport approximately 3,500 patients. Currently, the Village charges \$620-ALS I, \$670-ALS II, \$465-BLS, plus \$8.25 per mile per trip for residents and \$775-ALS I, \$825-ALS II, \$565-BLS plus \$8.25 per mile per trip for non-residents for each transport. Payment for these services is paid primarily by Medicare, Medicaid, private insurance and self payment. Estimated Yearly Revenue for FY 2011 is \$1,121,433.46

The contract will begin on or about the Village’s award date of October 1, 2012. The term of the contract shall be for 3 years.

Listed below are the minimum requirements the Village is specifying for this service.

- 1.0 Provide all personnel, materials, and services needed to perform and accomplish all requirements for this proposal.
- 2.0 Provide a full time program manager for the duration of the contract.
- 3.0 Ensure all required documentation and agreements with payers are properly filed and maintained on behalf of the Village.
- 4.0 Obtain pre-approval from the Village of all forms used in the execution of this contract.
- 5.0 Upon receipt of the ambulance report data, review, prepare and mail invoices to the patient within 7 business days. This mailing shall include all necessary forms for payment processing, along with a return envelope.
- 6.0 Upon receipt of patient claim information, if required, electronically submit Medicare, Medicaid, and insurance claims within 3 business days. Manual submission of claims is acceptable only if electronic submission is not available.
- 7.0 Utilize current diagnostic coding to ensure compliance with federal, state, and local regulations.

- 8.0 Ensure proper security and confidentiality of patient information and records, including, but not limited to executing a business associate agreement as required by the Health Insurance Portability & Accountability Act of 1996 (HIPAA).
- 9.0 Resubmit or resolve denied or disallowed claims.
- 10.0 Accept responsibility for patient billing inquires and complaints during regular business hours.
- 11.0 Provide the tracking of submitted claims to ensure timely payments.
- 12.0 Provide monthly statements to allow patients to be aware of outstanding balances.
- 13.0 Maintain generally accepted accounting procedures for the reconciling of all financial transactions.
- 14.0 Provide access to Village Staff to monitor, change or correct billing activities accounts receivable for all accounts under this contract.
- 15.0 Facilitate the daily posting of revenues and provide daily document retrieval through a lock-box arrangement with the Villages' banking institute.
- 16.0 Requests for refunds must include the patient's payment information along with a detailed explanation of why the refund is requested and all information necessary to submit refund.
- 17.0 Reports shall clearly differentiate between resident and non-resident patients.
- 18.0 Provide prompt, accurate daily reporting which shall include:
 - A detailed report showing each activity that has taken place during the day including receipts, charges, adjustments and total accounts receivable.
 - ✕ • This report should note an exception should any change or approved amounts being charged from their standard amounts.
- 19.0 Prepare a report showing all transactions that affect the General Ledger. This report shall be available in either detail or summary form.
- 20.0 Provide prompt, accurate monthly reporting which shall include the gross charges billed for the month minus contractual allowances, write-offs (abatements, dismissals, bankruptcies and settlements), refunds, payments and indigence cost of care rolling up to the net ending accounts receivable balance due. Include on this report the number of trips per month, number of patients per month, gross charges per trip, cash collected per trip and net collection percentage per trip. This report to be submitted by the 10th day of each subsequent month.

- 21.1 Prepare a financial summary showing “period to date” and “year to date” totals for charges, receipts, adjustments, net accounts receivable, total accounts, receivable and collection percentage, and aging reports.
- 21.2 Pursue non-payment by non-resident ambulance users with Village approved collection agency.
- 21.3 Forward monthly reports, including account status, to a collection agency.
- 21.4 Utilize Billing and data systems compatible with, or which complements, the Downers Grove Fire Department Patient Collection software - Image Trend.
- 21.5 Insure that all data collection, reporting, and billing methods comply with all current State and Federal Regulations.
- 21.6 Provide a sample implementation plan with projected activities and timelines, including all scheduled milestones. Identify the most critical issues that must be satisfactorily addressed to assure this contract will be successfully implemented.

IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

IV. PROPOSER'S RESPONSE TO RFP **(Professional Services)**

III. DETAIL SPECIFICATIONS **MEDICAL BILLING SERVICES**

The Village of Downers Grove Fire Department is looking for an outside billing service to collect monies for ambulance services rendered by the Downers Grove Fire Department for Advanced Life Support ("ALS") and Basic Life Support ("BLS") calls.

The Village of Downers Grove maintains four fire stations which serve 50,000 residents within its (15) square mile corporate boundaries. Each year Village emergency personnel transport approximately 3,500 patients. The Village charges \$620-ALS I, \$670-ALS II, \$464-BLS, plus \$8.25 per mile per trip for residents and \$775-ALS I, \$825-ALS II, \$565-BLS plus \$8.25 per mile per trip for non-residents for each transport. Payment for these services is paid primarily by Medicare, Medicaid, private insurance and self payment. Estimated Yearly Revenue for FY 2011 is \$1,121,433.46.

The contract will begin on or about the Village's award date of October 1, 2012. The term of the contract shall be for 3 years.

Listed below are the minimum requirements the Village is specifying for this service.

1.0 Provide all personnel, materials, and services needed to perform and accomplish all requirements for this proposal.

Currently, Andres Medical Billing has a staff of 85 employees. Our staff is trained and fully capable of handling the volume of work the Village of Downers Grove produces. We have provided billing services for the Village since May of 2000. We have been in business since 1995 and have all of the necessary materials and services needed to perform and accomplish all of the requirements of this proposal.

2.0 Provide a full time program manager for the duration of the contract.

Norma Slutzky has been the assigned account representative to the Village of Downers Grove account for over 10 years. She has a great working relationship with your staff and is very knowledgeable in this industry. Norma works closely with Gina at the fire department on any patient issues and works with Julie Tyree in the finance department on any payment and/or refund issues.

3.0 Ensure all required documentation and agreements with the payers are properly filed and maintained on behalf of the Village.

We currently review the files for all payers to ensure provider status is active and current. The department directly is contacted in the event information is requested by the payers that we could not supply. Downers Grove Fire Department recently went through Medicare revalidation process. A letter from Medicare was sent on June 4, 2012, stating the revalidation was successfully completed.

At this time, the Village is active and current with all payers.

4.0 Obtain pre-approval from the Village of all forms used in execution of this contract.

The forms that are currently used were approved upon the initial execution of your contract. Any forms that we currently use can be customized, at your request, to meet your specific needs.

Any additional forms or inserts the Village would like to use can be implemented at no cost to the Village.

See Section 3, attachment (2), for examples of forms and letters.

5.0 Upon receipt of the ambulance report data; review, prepare all mail invoices to the patient within 7 business days. This mailing shall include all necessary forms for payment processing, along with a return envelope.

Ambulance reports are now directly uploaded from your EMS software provider. Downers Grove staff then sends AMB an email advising which runs should be billed. AMB staff then logs into Image Trend and creates a XML file. The transports are then download directly into our system. The transports are coded and billed for the services provided.

If we have patient insurance information on file from a previous trip, the insurance carrier is billed immediately. Note, as we have been billing for you since 2000, we have insurance information on file for tens of thousands of patients. Patients sign a life-time release, so they do not have to be contacted again.

If we do not have patient insurance information on file, we download face sheets for these patients directly from the receiving hospital. Any available insurance information is entered and the insurance carrier is billed immediately. If we obtain Medicare information from the hospital, the patient is sent a letter

requesting their signature so we can bill Medicare on their behalf. Self-pay patients are sent an invoice within 7 days.

6.0 Upon receipt of patient claim information, if required, electronically submit Medicare, Medicaid and insurance claims within 3 business days. Manual submission of claims is acceptable only if electronic submission is not available.

We submit all Medicare and Medicaid claims electronically in ANSI (American National Standard Institute), HIPAA compliant and encrypted format. Medicare claims are sent through the WPS clearinghouse. Medicaid and private insurance claims are also submitted encrypted and electronically on a daily basis through ZirMed, which is a clearinghouse for all private insurance claims. Any private insurance companies that do not accept claims electronically, those claims are submitted via a standard 1500 claim form. These claim forms are generated and also mailed daily.

7.0 Utilize current diagnostic coding to ensure compliance with federal, state, and local regulations.

Andres Medical Billing is a current member of the American Ambulance Association, allowing us to receive the most up to date information on EMS billing. Many of our data entry staff have been trained and certified through the National Association of Ambulance Coders.

Our data entry staff receives updates daily from our data entry supervisor on any changes with accepted diagnostic coding. Our staff is also required to attend bi-monthly in-services to apprise them of updates.

On a monthly basis, we have an outside contractor, Bil-Force, audit our coding to ensure accuracy, compliance and integrity. To date, we have had zero compliance issues with federal, state and local regulators.

8.0 Ensure proper security and confidentiality of patient information and records, including, but not limited to executing a business associate agreement as required by the Health Insurance Portability & Accountability Act of 1996 (HIPAA).

Andres Medical Billing follows established billing guidelines, including those established by the Centers for Medicare and Medicaid Services (CMS), HIPAA and various other government programs for ambulance services. We have an on-site compliance officer. All documents containing protected health information (PHI) are shredded on-site by Cintas.

See Section 3, attachment (3) for a copy of our billing and reimbursement compliance program.

9.0 Resubmit or resolve denied or disallowed claims.

Claims, which have been denied or disallowed, are reviewed on a daily basis and resolved immediately for re-submission by Norma. Claims are followed-up until there is a resolution. The insurance companies and/or the patient are contacted, if necessary. Claims are taken to the highest level of appeals. Medicare appeals can now be done on-line.

10.0 Accept responsibility for patient billing inquires and complaints during regular business hours.

AMB uses a Nortel phone system in conjunction with a Trisys Tapit Call Accounting system. This system allows for recording complete incoming and outgoing calls for quality control purposes. The Tapit system reports on phone usage by extension and user. All calls are monitored. Recordings are available upon request.

We currently have an 800 telephone and several fax numbers for the convenience of your patients which operate during regular business hours, Monday through Friday. AMB accepts full responsibility for patient billing inquiries and complaints. Customer complaints and/or compliments are immediately forwarded to Gina at the fire department and also documented in the patient's account. Patients can also contact us through www.insupdate.com to supply insurance information, credit card information and ask questions.

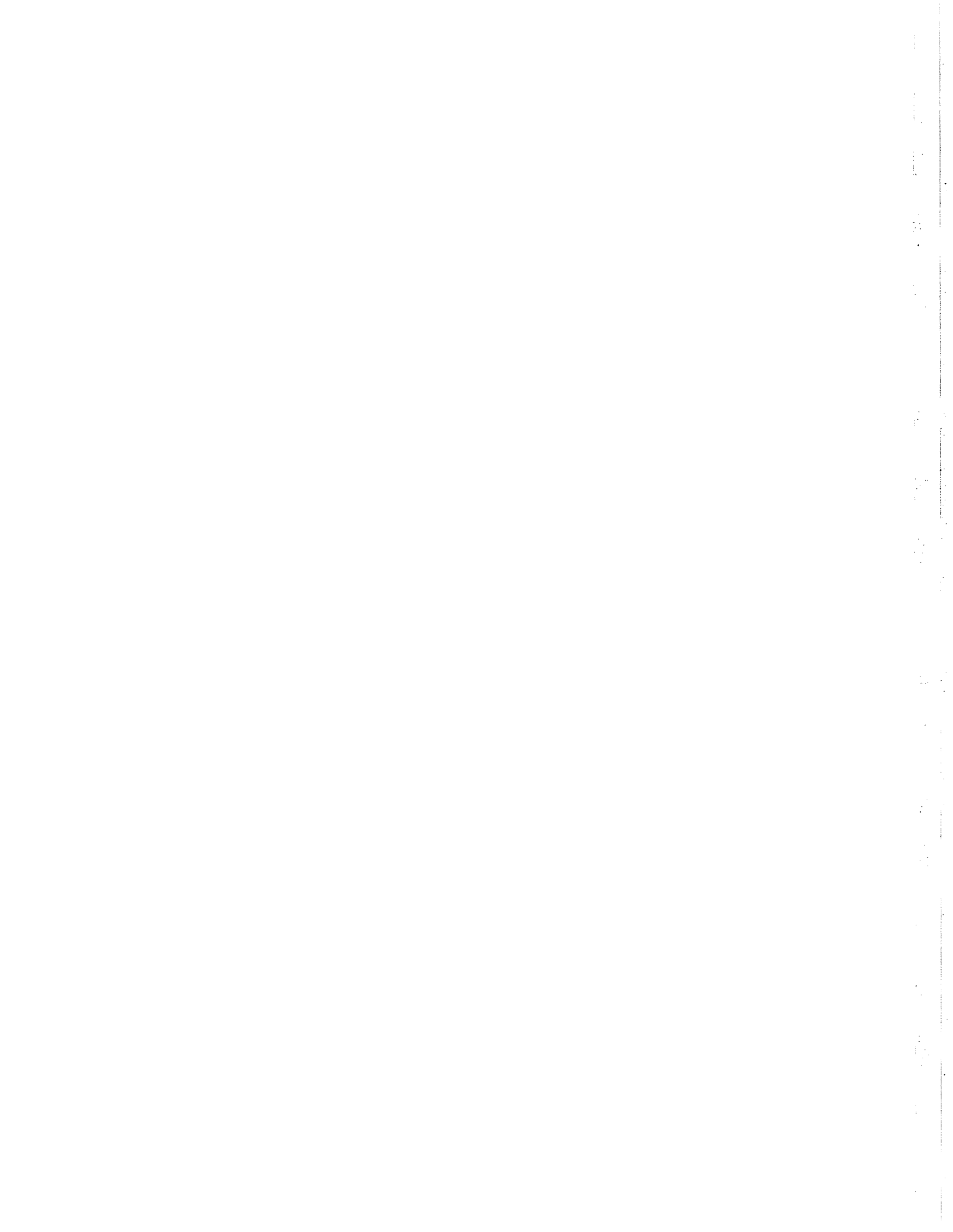
To date, we have had zero complaints in regards to our billing services for the Village.

11.0 Provide the tracking of submitted claims to ensure timely payments.

Prior to submission, RescueNet Billing scans all electronic claims to ensure that pertinent information is not missing or invalid. This audit system enables us to review claims for duplication and/or accuracy before they are submitted, thus reducing the denial rate and increasing cash flow. Once a claim is sent, our system generates a reminder 30 days from the date of transmission to alert our personnel to check the status of the claim.

We also have the capability to check eligibility and claim status using three web based insurance research tools: ZirMed, NEBO Systems (eCare) and Medicare SNAP.

ZirMed enables us to check the status of private insurance and Railroad Medicare claims. Within two days, we know if a claim is being denied or paid. Also, if an



insurance company does not accept electronic claims, we can download a HCFA form from ZirMed and mail the claim directly to the insurance carrier.

NEBO Systems, Inc., eCare Online enables us to check private insurance and public aid eligibility and verification, claim status, precertification, and medical necessity tools.

Medicare SNAP enables us to check Medicare eligibility, coordination of benefits and claim status.

These tools help decrease the turn-around time for claims. Within days, claims can be reviewed to determine whether they will be paid or denied. Properly submitted claims increase timely cash flow and decrease the denial rate.

12.0 Provide monthly statements to allow patients to be aware of outstanding balances.

Invoices are sent out on a monthly basis, based on the set bill schedule. They include any adjustments and/or payments received, showing the balance due. This schedule was reviewed and approved by the Village. There are two private pay bill schedules, one for residents and one for non-residents.

See Section 3, attachment (2) for examples of invoices sent to residents and non-residents.

13.0 Maintain generally accepted accounting procedures for the reconciling of all financial transactions.

We currently maintain generally accepted accounting procedures for the reconciling of all financial transactions.

Our accounting firm, Caulfield, Quinlan & Flood, reviews our procedures quarterly to ensure integrity.

14.0 Provide access to Village Staff to monitor, change or correct billing activities accounts receivable for all accounts under this contract.

Currently, the Village has never requested such access; however, it is available upon request.

15.0 Facilitate the daily posting of revenues, provide daily document retrieval through a lock-box arrangement with the Villages' banking institute.

Currently, all payments are sent to our PO Box address. These payments are posted and deposited into a custodial account. Within three days, the funds are electronically deposited into the Village's account.

If the Village would like to set up a lock box arrangement with its bank, we can certainly accommodate this procedure. We have several clients who utilize the lock box procedure.

16.0 Request for refund must include the patient's payment information along with a detailed explanation of why the refund is requested and all information necessary to submit refund.

We currently provide the finance department with a refund request, with supporting documentation. Should this process be unacceptable, we can modify it at any time to fit your needs.

17.0 Reports shall clearly differentiate between resident and non-resident patients.

Our reporting capabilities are unlimited. We use Crystal Reports through RescueNet. Crystal Reports is an award-winning custom report designer. There is a multitude of accounting and service oriented reports that can be generated for you. There are numerous variations of reports with different methods of sorting (e.g. response time, payer types, number of invoices produced, etc.). These can be produced for any time period specified. Under normal circumstances these reports are run on a monthly basis. We can provide other specialized reports as needed, upon the request.

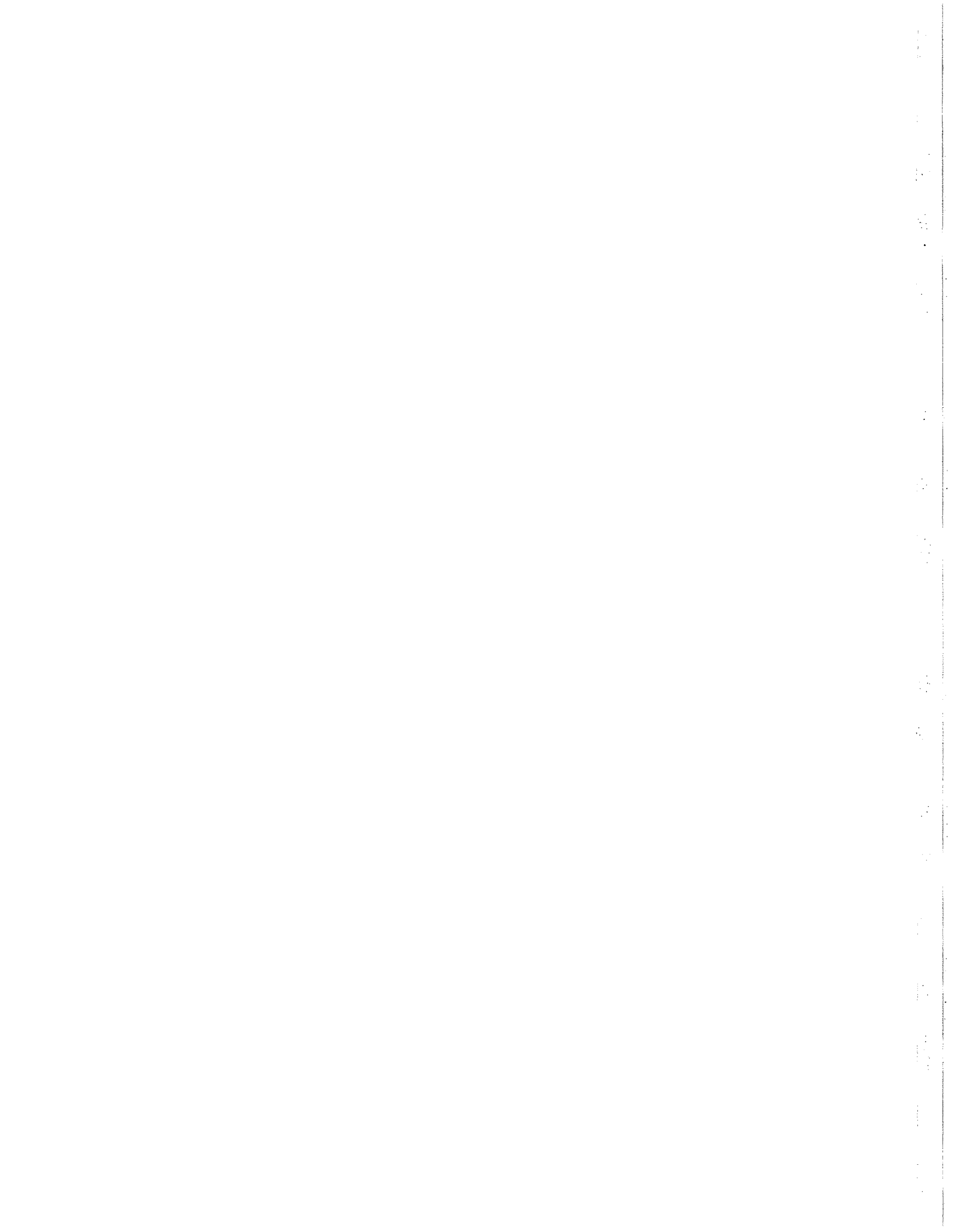
All reports differentiate between residents and non-residents.

18.0 Provide prompt, accurate daily reporting, which shall include:

- **A detailed report showing each activity that has taken place during the day including receipts, charges, adjustments and total accounts receivable.**
- **This report should note an exception should any change or approved amounts being charged from their standard amounts.**

We can supply a Trip Detail by Profit Center Report, see Section 3, attachment (4). There are additional Trip Detail Reports shown in Section 3, attachment (5) which can be generated for the Village. Should any of these reports be unacceptable, we can work with Village personnel to create custom reports.

19.0 Prepare a report providing a record of all transactions that affected the General Ledger. This report shall be available in either detail or summary form.



Weekly, we send a cash receipts journal and deposit slip, via our secure web messenger, to Gina Barr and Lila Malloy for all payment posted. These reports are for the ACH deposit and for the EFTs posted. We also generate a month end cash receipts report which recaps all payments posted, collection adjustments, refunds posted, write-offs, and contractual adjustments. A Closing Balance Summary is also provided.

See Section 3, attachment (6) for a sample Cash Receipts Journal, Deposit Slip and Cash Receipts and Adjustments Recap. See Section 3, attachment (7) for a Closing Balance Summary. There are additional Credit Reports shown in Section 3, attachment (8) which can be generated for the Village.

Should any of these reports be unacceptable, we can work with Village personnel to create custom reports that meet your needs.

- 20.0 Provide prompt, accurate monthly reporting which shall include the gross charges billed for the month minus contractual allowances, write-offs (abatement, dismissals, bankruptcies and settlements), refunds, payments and indigence cost of care rolling up to the net ending accounts receivable balance due. Include on this report the number of trips per month, number of patients per month, gross charges per trip, cash collected per trip and next collection percentage per trip. This report to be submitted by the 10th day of each subsequent month.**

Our aging reports contain this information. We also have a variety of Aging Reports that can be generated. See Section 3, attachment (7) for the Closing Balance Summary and attachment (9) for additional Aging Reports available.

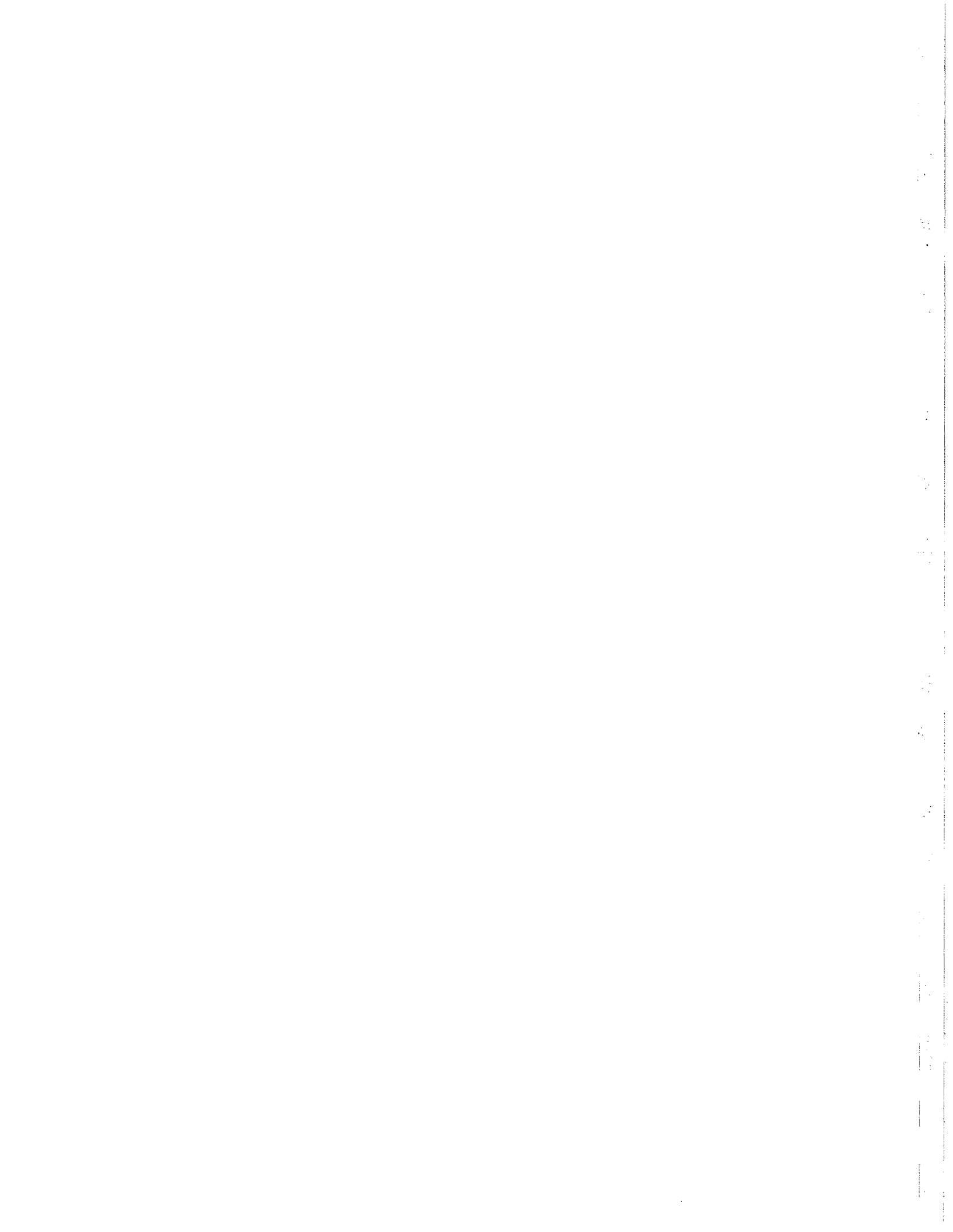
Should any of these reports be unacceptable, we can work with Village personnel to create custom reports that meet your needs.

- 21.1 Prepare a financial summary showing “period to date” and “year to date” totals for charges, receipts, adjustment, net accounts receivable, total accounts, receivable and collection percentage, and aging reports.**

See Section 3, attachment (10) for a Collection Statistics Report and Activity Summary Report. Should any of these reports be unacceptable, we can work with Village personnel to create custom reports that meet your needs.

- 21.2 Pursue non-payment by non-resident ambulance users with Village approved collection agency.**

We currently pursue non-payment by non-resident ambulance users. After 120 days, with no activity, all non-resident accounts are reviewed for final disposition. If the account is deemed “uncollectable,” the patient’s information is sent electronically to Northwest Collectors Inc., which is the Village approved collection agency.



21.3 Forward monthly reports, including account status, to a collection agency.

Upon submission of an account to the collection agency, we provide them with an electronic ticket copy. This includes all patient information, transport information, and all activity that has transpired on their account.

21.4 Utilize Billing and data systems compatible with, or which complements the Downers Grove Fire Department Patient Collection software, Image Trend.

ImageTrend offers support for NEMESIS standard files that allows for importing data files directly into our software program database, RescueNet, using a batch procedure. This allows for large amounts of data to be imported directly into our database very quickly. It also reduces risks of human error transcribing records manually. The Rescue Net NEMESIS import utility uses an XML file format.

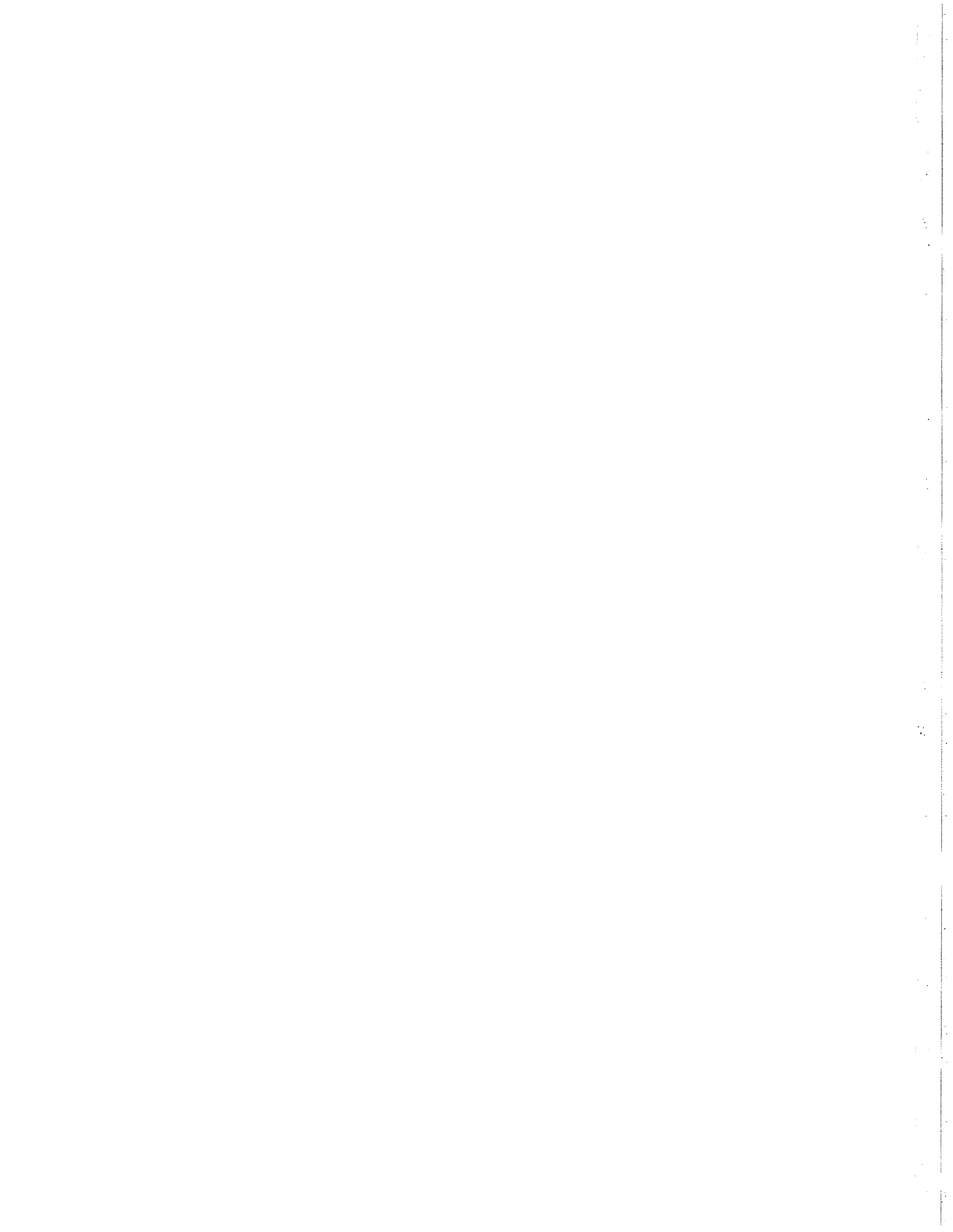
AMB is currently uploaded transports directly from Image Trend.

21.5 Insure all data collection, reporting and billing methods comply with all current, State and Federal Regulation.

All data collection, reporting and billing methods used by AMB comply with all current State and Federal Regulations.

21.6 Provide a sample implementation plan with projected activities and timelines, including all scheduled milestones. Identify the most critical issues that must be satisfactorily addressed to assure this contract will be successfully implemented.

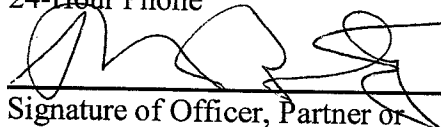
Andres Medical Billing is your current billing and collections provider. Upon renewal of contract, there will be no interruption in services.



IV. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTS AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER	
<u>Andres Medical Billing, Ltd.</u> Company Name	Date: <u>7/26/2012</u>
<u>3343 North Ridge Avenue</u> Street Address of Company	<u>sbetz@andresmedical.com</u> Email Address
<u>Arlington Heights, Illinois 60004</u> City, State, Zip	<u>Shana Betz</u> Contact Name (Print)
<u>(847)577-8811</u> Business Phone	<u>(847)507-6645</u> 24-Hour Phone
<u>(847)577-9515</u> Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	<u>Shana Betz, COO</u>
_____ Signature of Corporation Secretary	

VILLAGE OF DOWNERS GROVE

Authorized Signature

Title

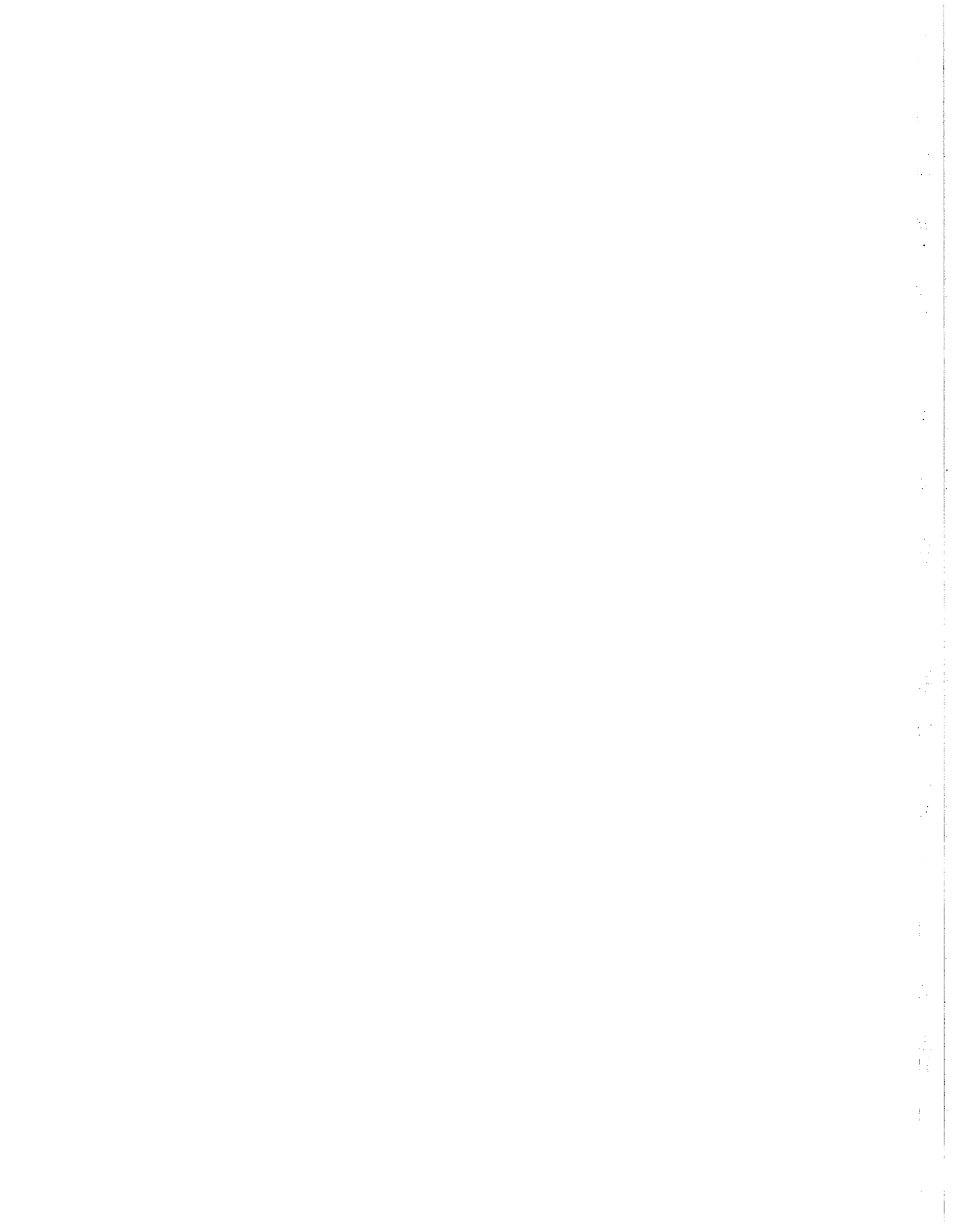
Date

ATTEST:

Signature of Village Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which parties are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.





VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Andres Medical Billing, Ltd.
 ADDRESS: 3343 N. Ridge Ave.
 CITY: Arlington Hts.,
 STATE: IL
 ZIP: 60004
 PHONE: (800) 244-2345 FAX: (800) 329-5274
 TAX ID #(TIN): 36-4039987

(If you are supplying a social security number, please give your full name.)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
 ADDRESS: _____
 CITY: _____
 STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company -Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation
- Government Agency

SIGNATURE: [Signature] DATE: 7-25-12

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Medical Billing Services, Proposer Andres Medical Billing hereby certifies the following:

1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: _____

Proposer's Authorized Agent

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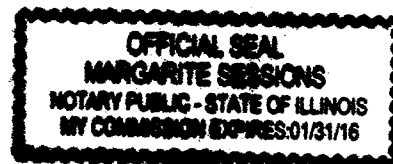
FEDERAL TAXPAYER IDENTIFICATION NUMBER

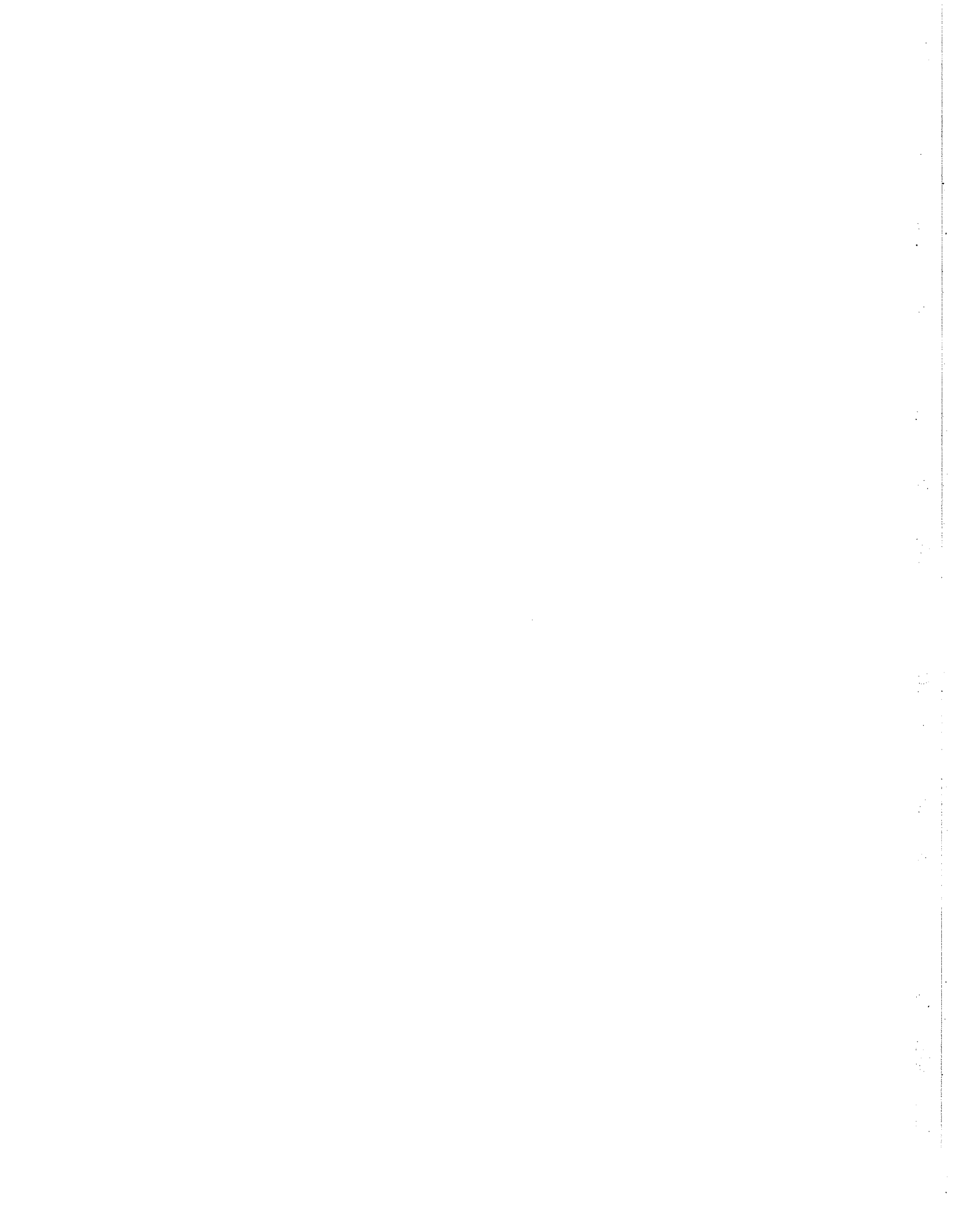
or _____

Social Security Number

Subscribed and sworn to before me
this 26th day of July, 2012.

Margarite Sessions
Notary Public





PROPOSER'S CERTIFICATION (page 2 of 3)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operated under the Legal name of Andres Medical Billing, Ltd., and the full name of its Officers are as follows:

President: Patrick Mannix

Secretary: Danette Andres

Treasurer: Shana Betz

and it does have a corporate seal. (The the event this proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____

and if operating under a trade name, said trade name is: _____

which name is registered with the office of _____ in the State of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of contract? Yes

Insurer's Name: Andres Medical Billing, Ltd.

Agent Brian Burda, BGS Insurance Agency

Street Address 3295 North Arlington Heights Road, #111


City, State, Zip Code Arlington Heights, Illinois 60004

Telephone Number (847)670-8700

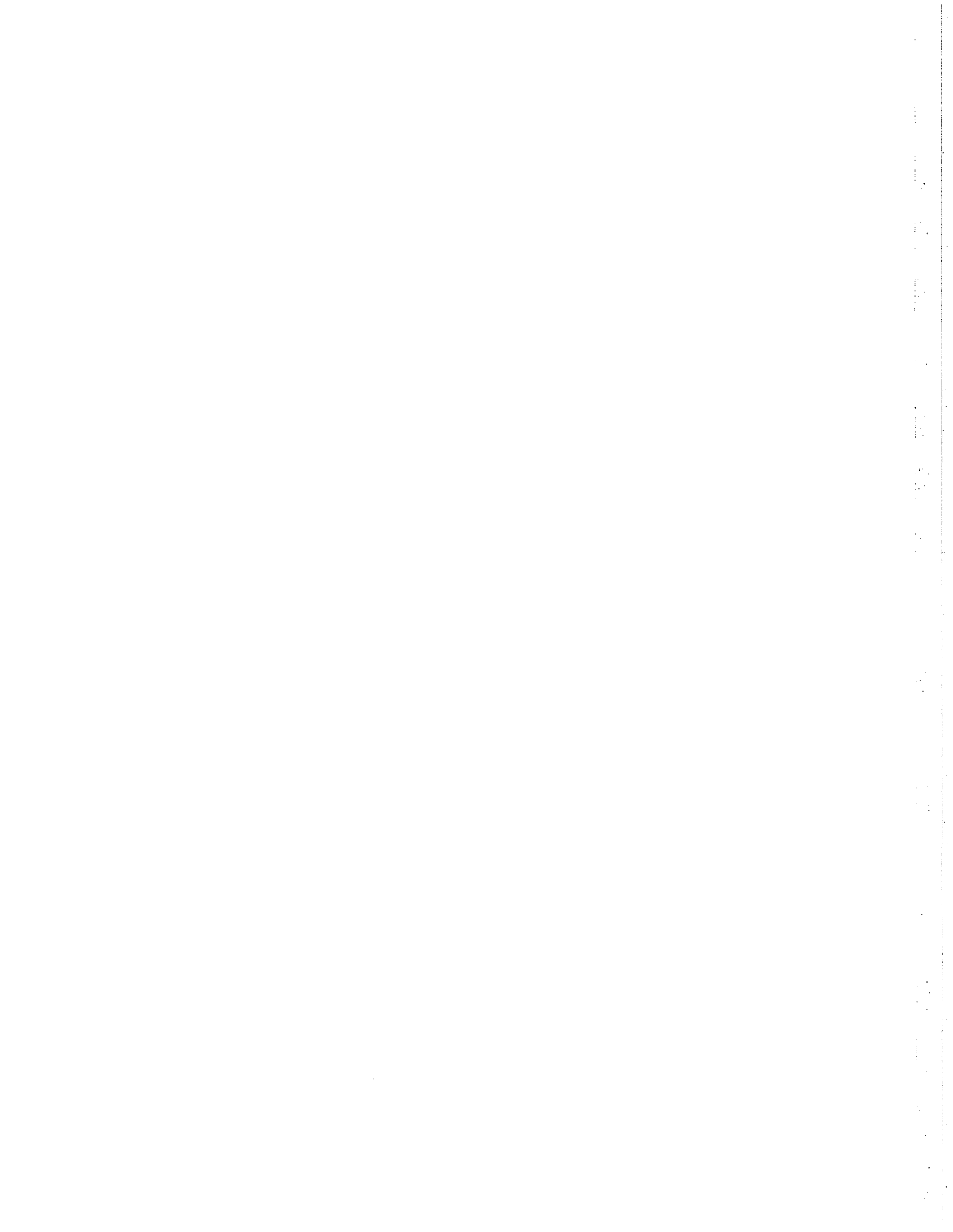
I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Andres Medical Billing, Ltd.

Print Name and Title of Authorizing Signature: Shana Betz

Signature: 

Date: 7-25-12



Campaign Disclosure Certificate

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Proposer/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

Shana Betz
Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

COMPENSATION

The industry standard is to charge a percentage of dollars collected. This ensures the company's efforts to maximize receivables. AMB will charge the Village of Downers Grove *four percent (4%)* of all dollars collected. Our fee is an all-inclusive fee! There are no hidden costs, start-up fees or extra charges for our service. We only receive payment when you do.