

**SECOND AMENDMENT TO TERM CONTRACT FOR SEMINOLE COUNTY
EMERGENCY TRANSPORT BILLING & COLLECTION MANAGEMENT SERVICES
(RFP-604347-22/TKH)**

THIS SECOND AMENDMENT is made and entered into this 5th day of April, 2024, and is to that certain Agreement made and entered into on the 31st day of August, 2022, as amended on February 27, 2023, between **EMS MANAGEMENT & CONSULTANTS, INC.**, whose address is 2540 Empire Drive, Suite 100, Salem, North Carolina 27103, in this Amendment referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY".

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on August 31, 2022, as amended on February 27, 2023, to provide emergency transport billing and collection management services for Seminole County; and

WHEREAS, the parties desire to amend the Agreement in order to revise contract scope of services and contract pricing to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Agreement as follows:

1. Exhibit A of the Agreement is expanded to include the Scope of Services attached to this Second Amendment.

Second Amendment to Term Contract for Seminole County Emergency Transport Billing & Collection Management Services
(RFP-604347-22/TKH)
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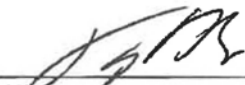
2. Exhibit C of the agreement is deleted and replaced by the new Contract Pricing attached to this Second Amendment as Exhibit C.

3. Except as modified by this Second Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

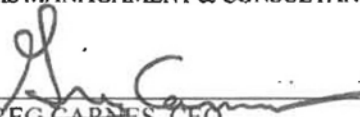
ATTEST:

EMS MANAGAMENT & CONSULTANTS, INC



Witness
Jay Gyure

Print Name

By: 

GREG CARNES, CEO
Date: 4/4/24

SEMINOLE COUNTY, FLORIDA

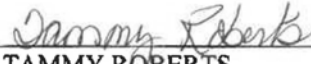


Witness
Louis Staffi

Print Name


Witness
Maria A. Green

Print Name

By: 

TAMMY ROBERTS,
Procurement Administrator
Date: April 5, 2024

Within the authority delegated by the County Manager pursuant to Section 3.554, Seminole County Administrative Code.

Attachments:

- Exhibit A- Scope of Services
- Exhibit C – Contract Pricing

Second Amendment to Term Contract for Seminole County Emergency Transport Billing & Collection Management Services
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EXHIBIT A – SCOPE OF**REQUIREMENTS****SERVICES**

1. Agency must be primarily engaged in the business of providing medical collection and billing services for ambulance transport providers
2. Agency must have EMS accident-related claim experience for Auto or Work Comp payers and has a system in place to research and obtain liability claims information, submit demand letters.
3. Agency must have a comprehensive understanding of Medicare, Medicaid and other insurance and HMO companies' rules, regulations and procedures as they relate to operations in the State of Florida.
4. Agency must have a proven record of having provided this service to other ambulance transport providers. Size and diversity shall be a consideration.
5. Agency must be currently engaged in the business of medical collection and billing services with a minimum of five (5) years' experience.

The Agency is expected to provide a comprehensive EMS electronic billing system. The Agency is expected to function as an independent contractor. Rates charged for all services rendered for the County transports shall be those rates adopted by the County Board of County Commissioners and they are as follows:

BLS = \$750.00
 ALS = \$800.00
 ALS2= \$800.00
 Mileage = \$13.00

These rates will remain subject to modification at any time; the County will notify the successful Agency of any changes to the established rates. All policy decisions will be made by the County and administered by the successful Agency. The County will provide all appropriate data regarding a patient's care, prior to and up to transfer of care to a hospital, on a weekly basis, or sooner. The Agency must provide a secure website for transmittal of the data and ensure that all HIPPA regulations are satisfied. The format of the data file will be determined by the County or the current EMS data collection software being used in the field by the County.

The Agency is expected to perform all necessary services related to the development, implementation, operation and maintenance of a medical billing and collection system, which includes associated software and hardware, establishment of master files and sub-files, an invoice tracking system, an accounts receivable system by patient name/account/run number (I.R.), and related financial and management reports as deemed necessary by the County. The Agency, in carrying out the above, will be expected to cooperate with the County to determine the training, forms, requirements, necessary files and other materials and services which are required to initiate and maintain these operations.

The Agency shall be responsible for developing, implementing, monitoring, adopting, reporting, and certifying compliance with, policies and procedures and practices designed to ensure compliance with the requirements of Medicare, Medicaid, and all other federal and local billing or coding agents or consultants for Emergency Medical Services, and with the requirements set forth in this RFP.

It shall be the responsibility of the Agency to constantly update the billing system so that it complies with the current requirements established by the medical carriers. It shall be the responsibility of the Agency to notify the



County, in writing, of any changes that necessitate a change in policy for billing. All policy decisions shall be made by the County and shall be transmitted to the Agency in writing.

The Agency shall store all information collected on data processing magnetic data. Information shall be maintained on-line in the system for immediate access. All collected information shall be retained for a minimum of five (5) years upon separation from the County. All collected information shall be backed up with a separate media.

All files information relative to the County transport billing system shall be maintained separately from any other account managed by the Agency. Adequate security, such as password protection, shall be provided to insure privacy of records.

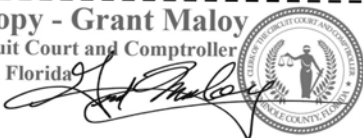
SCOPE OF SERVICES

The Agency shall perform the following:

1. Provide billing services for Emergency Medical Services transport, as required on a case by case basis, with an emphasis on an accelerated turnaround between services provided and payments received. The monthly invoice should show gross collections, patient refunds, Medicaid collections, net collections, Medicaid transports, Privacy Notice Mailing fee and Agency invoice amount.
2. Provide reasonably necessary training to appropriate County EMS/Fire/Rescue personnel regarding the gathering of necessary information and proper completion of run tickets. The Agency will provide all required information to the County to review and forward to the Contracted Collection Company for delinquent accounts.
3. Provide prompt submission of Medicare, Medicaid, and insurance claims within ten (10) business days after receiving the completed patient billing information, which shall be the Agency's notice to commence the billing/collection service. Ability to receive the County's transport records file digitally. The receipt of the digital transport records will meet with the County's file layout criteria. Secondary insurance provider claims shall be submitted within ten (10) business days after the primary insurance provider has paid, this process should also include Medicare secondary. Agency shall follow-up promptly on rejected and inactive claims and establish payer remittance accounts and procedures. If there is no response from insurance companies within 45 days claims will be resubmitted.
4. Reconcile the number of transports collected with those transmitted to the Agency. The Agency shall contact EMS/Fire/Rescue within twenty-four (24) hours of receipt to report any discrepancies.
5. Agency shall provide a designated liaison for patient/payer concerns.
6. Provide all customer-related inquiry services and prepare additional third-party claims based on this information exchange. Provide a toll-free telephone number and secure web site address for customer access. All correspondence from the Agency to patients must contain a contact number for the Agency Customer Service Office. All billing mailings must have the Agency's return address on the envelopes.
7. Agency shall provide postage for the mailing of all invoices, forms, and citizen surveys.
8. Agency shall provide training to appropriate Rescue personnel regarding the gathering of necessary information and proper completion of documentation at no additional charge.



9. Implement a collection system involving a minimum of six (6) invoices, which will include an initial statement to all transported patients. All delinquent accounts with an outstanding balance greater than twelve months, upon review by the County, and referred to the Agency is to be determined to be Collection accounts. Establish a follow-up campaign of up to twenty-four (24) telephone attempts to collect all private pay accounts with outstanding balances, including required co-payments and deductibles assessed by Medicare, Medicaid, HMO's or private insurance. Records of telephone calls and contacts shall be maintained and available to the County via on-line access to the Agency's database. Any payment on an account shall reset this cycle. Returned mail accounts are exempt from the above-required subsequent mailings. The County reserves the right to approve the invoice format. The invoice will contain a statement in Spanish to call the toll-free telephone number for assistance.
10. Agency shall utilize the approved hospital medical record identifier number (MRI#) to contact the hospital in retrieving patient information that was not available during transport. It will be the responsibility of the agency to have a current agreement and software in place with each hospital for Health Data Exchange to update the patient's account in a timely manner.
11. Agency will provide skip tracing through a nationally recognized change of address system; example would be Accurint or similar agency. A credit information resource will be used to determine returned mail corrections and Agency will resubmit statement to patient with corrected address.
12. Attempt to collect all balances due for services rendered as well as attempt to assess patient's ability to repay the debt, and if necessary, extend time payments, all subject to such policy guidelines as the County may establish.
13. Process requests for refunds through County on a monthly basis and provide EMS/Fire/Rescue Division with documentation of each refund processed.
14. Provide to EMS/Fire/Rescue Division all unpaid invoices along with the complete processing history once collection efforts are exhausted. Should the agreement be terminated for any reason, the Agency shall turn over all existing information and documentation in its possession concerning existing unpaid accounts. Such information shall be transmitted by an electronic medium reasonably acceptable to EMS/Fire/Rescue.
15. The Agency shall provide sufficient bi-lingual personnel to process all billing/run tickets in a timely, efficient and effective manner and shall respond promptly to the County and patients on requests for information or records.
16. Agency will be HIPAA compliant with all their federal standards and will provide their policy upon request. **The Agency shall be willing to sign the HIPAA Business Associate Agreement** (Reference Attachment 3) regarding the use of any confidential records of care or treatment of patients solely for the purpose of processing and collecting claims and shall not release any such information in any legal action, business dispute or competitive bidding process other than disputes with the County over billing services.
17. Any procedures described in this scope of services represents a minimum effort required by the Agency and shall not limit the Agency's use of its proprietary accounts receivable and billing and collections systems, including modifications as required by major provider groups, or its usual and customary practices. The successful collection rate will be calculated on a monthly basis and reflect the percentage based upon what is billed versus what is actually collected before any other action is taken on the account, not including any reduction or write-off for uncollectible Medicare or Medicaid payments.



The Agency will use its "best efforts" to ensure that the annual collection rate does not fall below an annual 65% minimum. If the annual collection rate falls below 65%, the County will require the Agency to provide justification or corrective action.

18. The following monthly reports shall be prepared by the Agency and submitted to the County:

Reports: (Reference Attachment 4)

- a) Transport Charges & Collections
 - **EMS Billing Collection Report – By Financial Class**
 - b) Billing & Collection Summary
 - **EMS Billing Activity Summary Report**
 - c) Ambulance Payment
 - **EMS Billing Collection Report – By Financial Class**
 - d) Ambulance New Patient Billing
 - **Not included in Agency's new reports, AB2070 in old reports**
 - e) Ambulance Unit Report
 - **Not included in Agency's new reports, AB0060 in old reports**
 - f) Collection by Financial Class
 - **EMS Billing Collection Report – By Financial Class**
 - g) Report of Accounts Receivable
 - **EMS Billing Activity Summary Report**
 - h) Ambulance Billing Adjustments – Write Offs – Reversals
 - i) Accounts Receivable for Collections
 - **EMS Billing Management Summary Report (Accounts Closed)**
 - j) Audit Report of Accounts Changed
 - **EMS Billing Activity Summary Report (Adjustments)**
 - k) Insurance Denial
 - **New request, Not included in Agency's new reports**
 - l) Revenue Per Transport Report
 - **New request, Not included in Agency's new reports**
 - m) Revenue Report
 - **New request, Not included in Agency's new reports**
19. The County requires on-line read-only and printable access to the Agency's patient billing database, which will include the ability to select by account number or by last name index. The database access will include the following information:



- Incident location and unit ID
 - Patient contact information
 - Date of Service
 - Transport mileage
 - Transport rate & mileage charge
 - Number of mailings
 - Patient message screen with dates and descriptions of mailings, communication with patient, insurance company, attorneys, etc.
 - Payment screen showing adjustments, payment type, payer name, check number, date received, amount of payment and balance due
 - Simple and easy access to the detailed Explanation of Benefits (835) from insurance companies, any and all correspondences.
20. In the case of any untimely claims refusal of payment from an insurance company for which the Agency is responsible, the full amount of the transport charge will be credited to the patient's account and deducted from the calculation of the County's monthly invoice.
21. In case of a catastrophic event a toll-free telephone number will be available for patient access within 24 hours. The Agency will provide the County with a copy of the Agency's Disaster Plan.
22. Agency will attend at least one meeting annually with the County at a mutually agreed upon specified location.
23. Agency will be responsible for tracking the Medicare and Medicaid renewal dates and application forms for the County.

Description of Consulting Services and Revenue Recognition Process

- Drafting application materials and responding to requests for additional information necessary for the provider to gain approval to participate in the Ambulance Supplemental Payment Programs.
- Preparing a fiscal impact study and presenting results to department/state stakeholders to demonstrate benefits of a Continuing Public Expenditure ("CPE") Program, Medicaid Managed Care supplemental payment, and uninsured CPE (if applicable) program to the provider.
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, uninsured populations.
- Preparing the annual Medicaid cost report for EMS.
- Conducting analysis of the provider's financial and billing data in order to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under Ambulance Supplemental Payment Programs.
- Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation on of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.



- Performing relevant analysis to determine a viable Medicaid managed care supplemental payment methodology.
- Executing Medicaid managed care supplemental payment calculations in adherence with the approved methodology.
- Determining enhanced supplemental payments realized by provider, as necessary.
- Conducting comparative analysis to identify significant trends in billing and financial data.
- Providing charge master review to ensure that the provider is optimizing charges to drive revenue generation.
- Meeting with the Florida Agency for Health Care Administration (AHCA) and County's Representatives to further develop the supplemental payments program for both Medicaid managed care and uninsured patient transports.
- Respond to, and represent County on-any AHCA or CMS audit, review or communication regarding any PEMT cost report prepared by Agency and delivered to AHCA on behalf of the County

FEES

- All revenue realized by the County from the Certified Public Expenditure (CPE) Program for Emergency Medical Services and Medicaid Managed Care Supplemental Payment Program shall be paid in full directly to County. Revenue realized as result of the Certified Public Expenditures (CPE) for Emergency Medical Services (EMS) shall be determined by the Medicaid cost settlement determined through the Medicaid cost report.
- Revenues realized through the Medicaid Managed Care Supplemental Payment Program will be upon the approval of the specific methodology successfully implemented by Agency and County. Agency will not receive any compensation until the CPE for Emergency Medical Services settlement or Medicaid Managed Care Supplemental revenues are received by the County.
- Agency will invoice and receive revenue upon the receipt of revenue received by County for either initiative, meaning revenue does not have to be generated for both the CPE for Emergency Medical Services and the Medicaid Managed Care Supplemental Payment program, rather revenue simply needs to be generated for either initiative to allow the Agency to generate invoices. Agency will invoice County based on the final CPE for Emergency Medical Services settlement or Medicaid Managed Care Supplemental payments within thirty (30) days of receipt of funds by the County.
- County will remit payment to Agency within thirty (30) days of invoice receipt. Additional revenues generated for the uninsured patient population, will also be invoiced within thirty (30) days of receipt of revenues by the County. The contingency fees to be paid associated with the respective successful implementation and generation of incremental Medicaid revenues as a result of the CPE for Emergency Medical Services and Medicaid Managed Care Supplemental Payment programs.

All responsive and responsible Vendors who submit a proposal must provide a demonstration of the client's side of the billing software, in person or via zoom prior to award.





Exhibit A- Scope of Services

Seminole County Fire Department | EMS Delinquent Collections

PROPOSED PRICING

LIFELINE COLLECTIONS ALL INCLUSIVE PRICING

Our pricing includes all services listed in this document, including delinquent account collections, reporting, consulting, training, and customer service. Working together, with our customized suite of services, improves overall revenue recovery and provides greater value.

This management fee is all-inclusive meaning that you won't be charged an additional fee based on the collected amount on top of the fee you are already paying for EMS billing services.

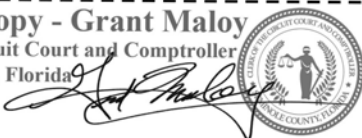
Pricing is shown as a percentage based on the net collection of turned accounts.

**CONTINGENCY FEE
15%**

DELINQUENT COLLECTION SERVICES

*We could not charge our 3.8% RCM on anything collected by Lifeline. However, we do charge a fee if another agency is used.

Please contact us directly if you have any questions on our pricing or services. We do not get paid if we are not collecting revenue for you.



**Exhibit C
Price Proposal**

RFP-604347-22/TKH Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

A numeric price must be provided for all items ("no charge" or "N/C" will not be accepted). If a "0" price is indicated, the Proposer must provide a narrative explanation as to how charges for this service will be assessed.

Fee Schedule:

1. Percentage of Collections for Non-Medicaid Accounts 3.8%
2. Flat Processing Fee for each Medicaid Account \$7.00

Amendment #1

3. PENT FFS at a rate of 6%
4. MCO Services at a rate of 3%

Amendment #2

5. Delinquent Collection Services Contingency Fee 15%

Fees shall include all direct and indirect costs associated with the performance of the services listed within this solicitation including, but not limited to overhead, labor, transportation, stationary, privacy notice enclosure, forms, envelopes, and postage.

