

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No.

Re-Bid
 Other

LIVING WAGE APPLIES: __ YES X NO

Requisition/Project No: RQID1300112 TERM OF CONTRACT: 3.5 year with 2 five-year options-to-renew

Requisition/Project Title:- Workers' Compensation Medical Bill Review Services

Description: To provide for medical bill review services for Workers' Compensation Program for the County

User Department(s): ISD – Risk Management

Issuing Department: ISD - Procurement Contact Person: Andrew Zawoyski, CPPO Phone: 305-375-5663

Estimated Cost: \$3,000,000 for initial term. Funding Source: Internal Service Funds REVENUE GENERATING: No

ANALYSIS

Commodity/Service No: <u>946-10</u>		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
<u>EXISTING</u>		<u>2ND YEAR</u>	
<u>3RD YEAR</u>			
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input type="checkbox"/> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Andrew Zawoyski, CPPO

Date to SBD: 5/2/2013

Date Returned to DPM: _____

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Scope of Services

Background

The County implemented a Risk Management Information System (RMIS) in August of 2012 using iVOS software by Aon eSolutions migrated from CS Stars. The County maintains a self-hosted production and test environments consisting of Apache Tomcat application servers running on Windows 2008 server and Oracle 11g database. The lines of business are Worker's Compensation (WC) and Liability including General (GL), Auto, Professional (PL), and Property and Damage (PD). The open claim counts are WC – 4,014. The County has an average of 50,000 to 70,000 WC medical bills per year with approximately 200 to 300 on daily basis and approximately 750 medical providers.

Contractor Responsibilities

The Contractor shall:

- Provide the Bill Review functionality to process Workers' Compensation medical bills in accordance with all Florida statutory billing and reporting rules and procedures.
- Submit all bills under the Contractor's established EDI submitter setup with the State of Florida Division of Financial Services for Medical EDI reporting.
- Provide access to tiering for maximizing PPO reductions.
- Provide on-site training, support, and all related documentation as is deemed necessary by the County.
- Setup needed interfaces and integration points between Contractor and the County. Interfaces shall include:
 - Access to Contractor's *CareMC* web application
 - A claim feed from the County's RMIS system to Contractor's Bill Review system
 - A Vendor Feed of payers from the County's RMIS to Contractor's Bill Review system
 - A Bill History import from the County's prior Bill Review vendor into the Contractor's Bill Review system.
 - A Payment file from the Contractor of bills that have been reviewed and contain the Contractor's recommendation of payment to the County's RMIS system
 - An image export of the "Explanation of Review" (EOR), scanned bill images and supported medical documentation from the Contractor to the County's RMIS system.
 - A "Date Paid" file containing the County's payment mail date to vendors for bills

the Contractor has reviewed.

- Work with the County to determine and implement workflows.
- Maintain all Florida fee schedules, NCCI edits and amend as needed.
- Provide a Bill Review Service (BRS) solution to process medical bills according to rules-based security.
- Provide a means of identifying bill location within Contractor system.

The services/solution will also provide for the following items:

1. The County users remote access to BRS
2. Maintain a Secured File Transfer Protocol (STFP) with encryption for data interchanges from the County system to BRS.
3. Maintain a scheduler for the transfer of data System monitoring 24 hours per day 365 days per year

System Security

The Contractor system security shall provide access to the County to disable users as needed. The security hierarchy should be managed to accommodate current workflows and changes if necessary. The Contractor shall meet all necessary state or federal security requirements.

The Contractor shall provide necessary documentation for accessing the secured environment, via https and any necessary configuration relating to the browser and applicable plug-ins.

The Contractor shall perform user audit of the system access with the County on a quarterly basis to ensure current user access management.

The Contractor shall provide a solution that provides for strong passwords, unique user name/password identification, expiration date, lock-out access after a certain number of attempts (with reset capability for the system administrator), and have encryption.

Audit History

The Contractor shall provide software or an alternate process acceptable to the County that has the capability to provide audit history. The audit trail must include the following items at a minimum:

1. User type and initials of user that approves a bill.
2. Date
3. Time
4. Analyst's initials who processes a bill
5. Transmission of daily payment file to CORVEL and back to County
6. Tracking daily payment and image files using unique control numbers

7. Fees charged to claim files
 - a. PPO fee
 - b. Administration/State fee
8. Reconsiderations
9. Voids, Stops and Escheated items

Medical Bill Submission

The County shall submit all medical bills to Contractor until Medical Providers have been notified to submit bills directly to the Contractor. The Contractor shall establish an address acceptable to the County for the receipt of Medical Bills.

Medical Bill Adjudication

The Contractor shall provide a solution for the adjudication of County bills submitted to BRS through the following process:

1. Bills will be scanned or Key From Image (KFI) and/or Optical Character Recognition (OCR) subject to a Quality Assurance (QA) process and run through a review and rules engine.
2. A review of the Medical Bill Image on a line by line basis.
3. Indexed with the County claim file.
4. Identify duplicate bills and duplicate lines from previously processed bills.
5. Application of Pre-negotiated rates for entire bills, line items, and file off sets.
6. Fee Schedule rendering by Provider Address, FEIN Match, Provider type, and Facility type.
7. Payments to Out of State Providers.
8. Contractor Vendor data file indexed and matched to County Vendor file
9. Contractor Vendor Rejection Contractor will send notification to County.
10. Contractor will return to Provider all bills with incorrect or incomplete information.
11. Auto Approvals and Auto Adjudication if agreed upon by the County.
12. Shall establish levels of approval and routing sequences based upon County needs.
13. The Contractor shall complete the Medical Bill Adjudication within the seven (7) to ten (10) business days of receipt of bill and returned to the County for payment.
14. Credit original payment and reprocess bill when a payment needs to be transferred from one claim to another.
15. Handling of voids, Escheated, Stops, and Refunds.
16. The review of "Explanation of Benefits Review" (EOBR) shall contain the required State data elements and the County "Vendor ID" generated by the EOBR.
17. Contractor shall establish a methodology acceptable to the County to incorporate the County's vendor information.
18. Contractor shall respond to and handle Petition of Reimbursement Disputes.
19. Contractor shall process all Reconsiderations including State reporting in a timely manner as established by the State.

The Contractor shall include as part of their Internal Review Audit:

1. Screen by Bill and Provider type.

2. Match and Identify the County Vendor ID number.
3. Review:
 - a. Bills with High Dollar amounts
 - b. Bills with Charges for Implants
 - c. Bills identified by the County
 - d. Adjuster Notes provided via CareMC send back or email.
 - e. Diagnosis Codes
4. Pertinent Field Capture Data for bill processing and Florida EDI (Box Number)

Service Team

The Contractor shall provide ample number of Bill Review Analysts experienced with Florida fee schedule to process County medical bills correctly on a timely basis.

The Contractor shall provide a local account manager capable of responding to and addressing any County Bill Services related issues within a one (1) business day period.

All resumes of service team members must be submitted to the County for approval prior to working on the County's account.

Online and Customer Service Help Line

The Contractor shall provide documentation and support for any modifications or enhancements to the existing functionality of the product.

The Contractor shall provide access to a 1-800 number to respond to both County staff and Provider information requests pertaining to County bills.

The Contractor shall track and provide reports on all customer service calls to Contractor relating to BRS.

The Contractor shall maintain a Customer Service Operation Hours from 05:00 Pacific Time till 17:00 Pacific Time Monday thru Friday 5 days a week. All customer service calls will have a response to questions within a one business (1) day period.

The Contractor shall provide system availability pursuant to the License Agreement.

The Contractor will communicate via email and phone scheduled maintenance with an appropriate lead time.

The Contractor shall facilitate status meetings as deemed necessary by the County.

Archive and Archive Retrieval

The Contractor shall provide a solution, suitable to the County that has the ability to retrieve archived information and reproduce them as certified originals as indicated by Florida Statute Section 119.011(12)¹ and as amended.

¹Florida Statute Section 119.011(12) defines a public record as: all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or

The Contractor shall provide a solution for the retention of original documents for a period of no less than thirty (30) days from document received date.

The Contractor shall provide a solution for disposition of County documents from Contractors premises in adherence to the Division of Library and Information Services of the Florida Department of State, Florida Statute, Chapter 257.36(6) and the Office of Records Management to ensure the appropriate disposition of records eligible for destruction, Rule 1b-24.003(9)(d), Florida Administrative Code as amended.

Contractor requirements include:

1. Actual destruction of the records
2. Transfer of records to the archives or media conversion
3. Public Records are disposed of in accordance with retention schedules established by the Division of Library and Information Services of the Florida Department of State and subsequent procedures for authorization set forth by the Office of Records Management to ensure the appropriate disposition of records eligible for destruction.
4. Procedures must incorporate security precautions appropriate to the sensitivity of the information being destroyed.
5. No paper documents should be destroyed until the images have been successfully written to storage and appropriate backup procedures have been completed.
6. Contractor shall provide a process to ensure information destroyed be reviewed prior to destruction, so that these special instances can be accommodated.
7. Contractor shall provide an auditable process to the method of deletion or expunging of information.

Florida Medical Electronic Data Interchange:

During the Term of this Agreement, the Contractor shall have the obligation and responsibility for ensuring that the County complies with F.S.A. § 440.20 (Time For Payment of Compensation and Medical Bills; Penalties For Late Payment) and Rule 69L-7.602 (Florida Workers' Compensation Medical Services Billing, Filing and Reporting Rule, Florida Administrative Code, hereinafter "Rule") governing the State requirements associated with the compensation of the County's insureds or employees and electronic submission or use of the State's Electronic Data Interchange ("EDI") for the filing and reporting of bills or claims, respectively. As such, Contractor agrees to reimburse and be liable to the County for any penalties or fines levied or charged to the County by the State for any violations of or acts of non-compliance with F.S.A. § 440.20 or the Rule caused by Contractors omissions, misfeasance, or negligence.

received pursuant to law or ordinance or in connection with the transaction of official business by any department. Therefore, a public records can be any writing, paper, report, study, map, photograph, book, card, tape recording, or other material that is created, received, retained, maintained or filed by or with a public department and which is generated on paper, paper substitutes, photographic media, chemically based media, magnetic or machine readable media, electronically stored information, or any other material, regardless of form or characteristics as amended.

The Contractor shall provide the Services required herein strictly in an independent contractual relationship with the County and, except as expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. Nothing herein shall create any association, partnership, joint venture or agency relationship between them. The County shall not provide vehicles or equipment to the Contractor to perform the duties required under this Contract nor will the County pay for any business, travel, office, or training expense or any other contract performance expense not specifically set forth in the scope of services of this Contract. The Contractor is not exclusively bound to the County and may provide service to other private and public entities as long as the service by the Contractor for such entities does not conflict with the Contractor's services to the County under this Contract.

The County or its designated representative may at any time, by written order, make changes within the general scope of work and/or Services to be performed under this Contract. Except as provided in this Contract otherwise, if any such change causes an increase or decrease in the Contractor's cost of, or the time required for performance of the Project Work or Services, an equitable adjustment shall be made and this Contract shall be amended in writing stating the equitable adjustment. Any claim by the Contractor for adjustment under this section must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change unless the County agrees in writing an additional period of time before the expiration of the Contract; otherwise, the claim shall be deemed waived. The Contractor shall proceed with the prosecution of the Service as changed. Except as otherwise provided in this Contract, no charge for any extra work or materials shall be allowed or approved by the County.

Messaging and Communication

The Contractor shall provide a solution to communicate between the County and Contractor within the BRS system.

Reporting

The Contractor shall ensure that the BRS solution include "standard reports" as well as ad-hoc reporting capabilities.

The County will be responsible for using the embedded reporter tool to create and modify reports to meet the County's needs.

The following is a partial list of reports needed for BRS:

1. State Medical EDI Tracking Reporting
2. Medical Bill Tracking Reports
3. Historical Bill Tracking Reporting
4. PPO Discount Reporting
5. Provider Utilization Reporting

In addition, the Contractor shall ensure that the County has the ability to create or the

Contractor will provide Ad-Hoc and additional reports based on any data field in the system, and the ability to schedule reports to process at various times.

Conversion

The Contractor must convert historical medical bill data from the Mitchell Smart Advisor system based upon the County agreed upon timeline provided Mitchell Smart Advisor can provide the historical data based on the Contractor agreed upon timeline.

Interfaces

The Contractor shall have existing interfaces with the iVOS application for claims, vendor, and payment return. The frequency is daily and the process must be automated with email notifications for success and failures.

The Contractor shall provide comprehensive troubleshooting and problem resolution in a timely manner should any of the interfaces fail and also tracking of the problem by number. If applicable, the medical bill images and review EOBR's to be provided by interface.