

Request for Proposals
Request for Consulting Services for
Fairfax Falls Church Community Services Board
Auditing, Coding and Compliance Program for Maximization of Revenues

1. SCOPE OF CONTRACT:

- 1.1 Fairfax County is seeking proposals from individuals or firms to review and assist the Fairfax-Falls Church Community Board (CSB) to further design and implement a compliance and internal auditing program to assess, develop and implement strategies to ensure the organization's documentation, coding, billing, revenue collection and reconciliation processes comply with regulatory requirements and are structured to effectively manage and maximize Medicaid and other third-party revenue recovery. The respondent and deliverables from this solicitation will play a critical role in ensuring this large publicly-managed behavioral health provider's business operations function effectively to generate maximum reimbursement from Medicaid and other third party payers for services provided to individuals who meet medical necessary criteria for covered services. The CSB seeks:
- a. An assessment of the CSB's existing revenue recovery processes to include coding, billing, claims management, revenue collection and reconciliation.
 - b. Consultation and strategy proposals to ensure the CSB complies with updated Medicaid, Medicare, managed care and other third party payers' provider requirements.
 - c. A review of existing internal auditing processes, and assistance to design and implement procedural guidelines and a compliance and monitoring plan to support revenue collection and Medicaid and other third-party revenue recovery (i.e., clinical services, claims processing, and receipt/reconciliation of revenue collected) and ensure the organization maintains effective and compliant strategies and controls.

2. BACKGROUND:

- 2.1 The Fairfax-Falls Church CSB is the public agency that plans, organizes and provides services for people in our community who have mental illness, substance use disorders, and/or intellectual disability. The CSB also provides early intervention services for infants and toddlers who have developmental delays.
- 2.2 We are one of 40 Community Services Board in the Commonwealth of Virginia. State law requires every jurisdiction to have a CSB. We operate as part of Fairfax County government's human services system.

- 2.3 Our staff and contracted services providers include psychiatrists, psychologists, nurses, counselors, therapists, case managers, peer specialists, and “behind the scenes” administrative and support staff. We partner with community organizations, faith communities, businesses, schools and other local government agencies in many ways to provide the services people need, and to be good neighbors in the community. For more information about the CSB, please link to our web page at: www.fairfaxcounty.gov/csb
- 2.4 Currently, \$18.7 Million or 12.1% percent of the FY 2014 CSB Budget is funded through Medicaid, Medicare, and other non-local or state funding sources.
- 2.5 The CSB’s documentation, coding, billing, revenue collection and reconciliation processes must comply with Virginia’s current Medicaid State plan (which includes Mandatory and Optional Services covered by Medicaid programs under Fee for Service, Home and Community Based Waiver, and Managed Care programs) as well as the financial management and accounting standards of Fairfax County government.
- 2.6 The Virginia Department of Medical Assistance Services (DMAS) has recently transitioned from direct contracts with CSBs to a managed care system operated by an administrative contractor. The company with the managed care contract is implementing new registration, authorization, and oversight review strategies to meet their contractual requirement with DMAS to proactively manage costs and operations for Medicaid behavioral health services. These changes provide an opportunity to review and update internal coding, billing, revenue collection and reconciliation methods and create internal monitoring and auditing processes to assure ongoing compliance and maximize third-party revenue collections.

3. TASKS TO BE PERFORMED:

- 3.1 Meet with identified staff to conduct a systems overview of how the CSB’s fee policy, Credible (Electronic Health Record) System Set-up, clinical business process and documentation, service registration and authorization, and coding, billing reimbursement, and reconciliation function.
- 3.2 Review requirements of the Federal Medicaid program and Virginia’s State Plan for Medical Assistance and other third-party payers. Currently, \$18.7 Million or 12.1% percent of the FY 2014 CSB Budget is funded through Medicaid, Medicare, and other non-local or state funding sources.
- 3.3 Review Virginia’s current Medicaid State plan including Mandatory and Optional Services covered by Medicaid programs under Fee for Service, Home and Community Based Waiver, and Managed Care programs to help improve behavioral health delivery, manage costs, and plan to maximize revenue for behavioral health (Mental Health/Substance Abuse).
- 3.4 Review current policies, procedures and practices used to generate Medicaid and other third-party revenue recovery.

- 3.5 Make recommendations on how CSB systems can be modified or documented to ensure that a) requirements are met and b) function more effectively.
- 3.6 Provide written recommendations on Medicaid and other third party payer eligible services that are not yet being utilized or are being under-utilized, and recommend additional clinical and administrative methods to legally maximize Medicaid and other third party revenue recovery.
- 3.7 Collaborate with CSB staff to develop and implement:
 - a. A revenue maximization plan.
 - b. An effective monitoring and audit plan to ensure compliant processes are implemented and carried through.
 - c. Updated compliance policies and procedures related to coding, billing and revenue recovery.

These plans are to include identifying sustainable short, medium and long-term strategies that can be pursued and maintained to ensure compliance and increase Medicaid and other third party payer revenue recovery. These include identifying:

- Services available for reimbursement not yet recognized,
 - Services already provided in which Medicaid is not fully collected,
 - Services already provided in which other third party payers are not fully collected,
 - Specific populations or strategies to increase Medicaid penetration, and
 - Internal capacity improvements to ensure systems related to clinical coding, billing, revenue recovery operate effectively and in compliance with regulations and best practice.
- 3.8 Assess and propose CSB strategy to implement accurate clinical coding for the transition to implementation of ICD-10 and DSM-5.
 - 3.9 Identify and assess administrative, technical, and clinical documentation practices to identify incomplete or inconsistent documentation practices that impact the accuracy and quality of billing and other data reported.
 - 3.10 Collaborate with CSB executive and management staff to assess existing and propose new systematic and agency-wide policies, regulations, procedures and job aids that support agency monitoring and compliance with regulations and best practice related to revenue maximization efforts associated with fee policy, clinical coding, billing, reimbursement, reconciliation and EHR processes.
 - 3.11 Propose training, monitoring and audit programs to ensure consistent oversight of agency revenue maximization, documentation, and technical systems.
 - 3.12 Provide the following deliverables no later than the dates noted:
 - a. Conduct the coding and billing process assessment (tasks 3.1 to 3.4) within one month of award.

- b. Identify incomplete or inconsistent documentation practices that impact the accuracy and quality of billing and other data reported (task 3.9) within one month of award.
- c. Provide recommendations and consultation about how to maximize revenues (tasks 3.5 and 3.6) within three months of award.
- d. Each month of award, provide consultation and recommendations to CSB's Steering Committee:
 - 1) For a process to conduct internal audits (task 3.7)
 - 2) To implement accurate clinical coding and transition to implementation of ICD-10 and DSM-5 (task 3.8)
 - 3) On new systematic and agency-wide policies, regulations, procedures and job aids (task 3.10)
- e. Provide a final draft report proposing recommendations for coding improvement, training, monitoring and internal audit programs to ensure the CSB provides consistent oversight of agency revenue recovery, maximization, documentation, and technical systems (task 3.11) within 6 months of award.

4. PERIOD OF CONTRACT:

- 4.1 The contract will begin on June 1, 2014, or date of award, whichever is later, and terminate on June 30, 2015. There are two optional one-year renewal periods that may be used if the county determines to review additional service areas for maximizing Medicaid and non-Medicaid revenues.
- 4.2 The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

5. SUBMISSION OF PROPOSAL:

- 5.1 Offerors are asked to provide the following information in their proposal:
 - a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State and County registration numbers.

- b. Contact information with the individual/organization's name, mailing address, e-mail address, phone, and FAX numbers.
 - c. Description of the offeror's experience in supporting an organization to address the Scope of Contract defined in Section 1.
 - d. A plan to address the Tasks to be Performed in Section 3. Include a timeline for completing the tasks described and a breakdown of deliverables.
 - e. A discussion of offeror's qualifications for each service area (behavioral health, primary health, etc.), and resumes of staff/sub-contractors you are proposing for this project.
 - f. Resume(s) or Curriculum Vitae of the principal contractors and their roles(s) under this contract.
 - g. Three references from clients using your services for health care coding, billing process assessment, and recommendations to maximize Medicaid and third party revenue recovery. Special notation must be made of similar or related services performed and must include organization names, addresses, and names of contact persons, their title, telephone numbers and email addresses for each reference.
 - h. Cost Proposal A detailed budget for proposed services. Include an hourly rate that incorporates all associated costs (staff time, travel, supplies, etc.) for each of the Tasks to be Performed in Section 3 and the estimated number of hours needed to complete each task. Also include the total project cost.
- 5.2 One **(1) original** (duly marked) and **four (4)** copies of the proposal are due to the receptionist **by 4:00 p.m. EST on Thursday, May 22, 2014** at the following address.
- Fairfax County Department of Administration for Human Services
12011 Government Center Parkway, Suite 738
Fairfax, Virginia, 22035
Telephone: 703-324-7561
Fax: 703-324-7339
- Proposals may also be emailed to: jadira.edgar@fairfaxcounty.gov**
- 5.3 By replying to this solicitation, the offeror acknowledges that they have read this document, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail, facsimile, Email or delivered in person. **Any proposal received after the 4:00 p.m. EST deadline on Thursday, May 22, 2014 will not be accepted.**
- 5.4 It is the offeror's responsibility to clearly identify and to describe the services being offered in response to this Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness, is critical to the county's evaluation process. The proposal, and all supplemental information,

must be furnished and presented in an organized, comprehensive and easy to follow manner

6. BASIS OF AWARD:

- 6.1 A Selection Advisory Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below:
- a. Depth of response to Tasks to be Performed, including details of the approach and methodology to be used.
 - b. Contractor's ability to successfully provide evidence of the following knowledge, skills and abilities in their response to this request for proposals:
 - 1) Ability to manage the work outlined in the Scope of Contract in a timely manner and within budget.
 - 2) Expertise working with local public sector service system(s) to maximize Medicaid and other third party insurance revenue recovery for behavioral health services.
 - 3) Expertise in maximizing Medicaid and non-Medicaid revenue recovery for primary health care services integrated in CSB service sites.
 - 4) Extensive experience in analyzing billing systems and revenue enhancement strategies in Virginia and other governmental service delivery systems.
 - 5) Ability to integrate billing system and revenue enhancement strategies to meet current state and national requirements, and ability to analyze and inform related strategic planning specific to behavioral health reform in public state and county systems.
 - 6) In-depth knowledge of the CPT coding system and familiarity with the ICD-10-CM and HCPCS Level II coding systems as they relate to behavioral health clinic settings with licensed mental health professionals on staff.
 - 7) Experience should include but not be limited to the analysis and design of comprehensive solutions that improve revenue enhancement services via funds recovery, eligibility enhancement, rate setting and cost analysis.
 - 8) Experience establishing internal monitoring and audit practices to ensure systemic compliance with applicable requirements.
 - c. The quality and scope of offeror's response Section 5, Submission of Proposal.
 - d. Quality of the response provided from the references referenced in Section 5, Submission of Proposal.
 - e. The reasonableness of costs proposed.

- 6.2 The Selection Advisory Committee shall then negotiate a contract with the highest rated offeror. At this time, the offeror and the Selection Advisory Committee may negotiate any changes desired in the offer if deemed in the best interest of Fairfax County.
- 6.3 The County may contact offerors to clarify information included in their proposals. Offerors not selected will be so informed and advised to the reasons of the non-selection upon request.
- 6.4 The County reserves the right to contract with multiple offerors.

7. REPORTS AND INVOICING:

- 7.1 The contractor will submit monthly invoices detailing rate, hours and tasks/deliverables of the contract completed in the listed hours.
- 7.2 Invoices for payment must be received by the 10th of each month following the month that the contractor provided services.
- 7.3 Invoices shall be submitted to:

FGC – Accounts Payable
PO Box 1147
Fairfax, VA 22038-1147
- 7.4 The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Department of Finance at 703-324-3122 or via email to ACHpayments@fairfaxcounty.gov. A copy may also be picked up at the Department of Purchasing and Supply Management.

8. INDEMNIFICATION AND INSURANCE:

- 8.1 The contractor will be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith whether owned by the contractor or by the county. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 8.2 The contractor shall, during the continuance of all work under the contract maintain/provide the following:

- a. Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the county, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The insurance will include coverage for claims arising from copyright infringement and advertising.
 - c. Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, include property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the contractor.
 - d. The contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI. European markets, including those based in London, and the domestic surplus lines markets that operated on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to exceeds the financial strengths associated with the A.M. Best's rating of A: VI or better.
 - e. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 - f. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - g. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the county may possess.
- 8.3 INDEMNIFICATION - Contractor shall indemnify, keep and save harmless the county, its agents, officials, employees and volunteers against claims of injury, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the county in consequence of granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the contractor shall, at his or her own expense, appear,

defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the county in any such action, the contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the county as herein provided.

9. SAFEGUARDS OF INFORMATION:

- 9.1 Unless approved in writing by the County Purchasing Agent, the contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the contractor under the final contract.

10. NEWS RELEASE BY VENDORS:

- 10.1 As a matter of policy, the county does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the county. All proposed news releases will be routed to the Purchasing Agent for review and approval

11. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 11.1 Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

12. GENERAL TERMS AND CONDITIONS:

- 12.1 The offeror awarded a contract will be expected to abide by all applicable provision of the Fairfax County General Terms and Condition and Instructions to Bidders. This document is available for review at:

<http://www.fairfaxcounty.gov/dpsm/pdf/generalconditions.pdf>

