

Francis Marion University – Quote Request

Quote Name: RFQ-2351 University Clinics Credentialing and Billing **Date:** 7/9/2020

Francis Marion University is accepting quotes for: A contractor to provide credentialing and medical billing services for the University's FMU Center for Speech, Language and Hearing, and FMU Psychology Clinic for the period 7/30/2020 to 6/30/2021. See Scope of Work.

The following schedule is required to be completed by the offeror:

For an offer to qualify as responsive, offeror should provide all detail as indicated in this solicitation. Missing items may deem your quote as non responsive and therefore could no longer be considered by the University.

The University is not interested in contracting with multiple vendors for the needs of this solicitation.

Please quote your lowest delivered price for the item(s) below. Francis Marion University reserves the right to reject any or all quotes and to waive any or all technicalities.

Notes:

- 1) Exclude Sales Tax in your bid prices.
- 2) Include freight/shipping. FOB Destination included to Florence, SC
- 3) The attached Terms and Conditions apply to all quotes and supersedes Offeror's Terms and Conditions.

Item	Quantity	Description	Job Price
1	Job	All inclusive cost for credentialing of the FMU Center for Speech, Language and Hearing, or all inclusive cost for individual credentialing of estimated 10 individual clinicians	
2	Job	All inclusive cost for credentialing of the FMU Psychology Clinic, or all inclusive cost for individual credentialing of clinicians in the School of Psychology (3), Clinical Psychology Department (2), and Applied Behavior Analysis Department (5) totaling an estimated 10 individual clinicians	
3	Job	Register speech-language pathology students and psychology students to access the billing/documentation system	
4	Job	Cost for billing of the Center for Speech Language and Hearing for the contract (approximately 35 client appointments per week at \$75.00 per appointment, approximately 32 weeks in the period)	
5	Job	Cost for billing of the Psychology Clinic for the contract (approximately 35 client appointments per week at \$90.00 per appointment, approximately 45 weeks in the period)	
Grand Total Price sum of Items 1-5 (excluding sales tax):			

Indicate (Circle) Yes or No that credentialing being offered by vendor is to credential the clinics	Yes / No
--	----------

If No to question above, indicate rate per individual clinician to be credentialed	<p>_____ Rate per individual Center for Speech Language Hearing clinician being credentialed</p> <p>_____ Rate per individual School of Psychology clinician being credentialed</p> <p>_____ Rate per individual Clinical Psychology clinician being credentialed</p> <p>_____ Rate per individual Applied Behavior Analysis clinician being credentialed</p>
---	---

Provide the percentage cost per client billed per clinic encounter to University	<p>_____ Percent charged by vendor per billed Center for Speech Language and Hearing encounter.</p> <p>_____ Percent charged by vendor per billed School of Psychology clinical encounter.</p> <p>_____ Percent charged by vendor per billed Clinical Psychology clinical encounter.</p> <p>_____ Percent charged by vendor per billed Applied Behavior Analysis clinical encounter.</p>
---	--

Item #1 above is intended to calculate the cost to the University for credentialing the FMU Center for Speech, Language, and Hearing (FMU CSLH) and or its clinicians. Item #1 should be entered as the all inclusive cost for credentialing the FMU CSLH; if the vendor credentials individually, vendor should calculate this cost for a total of 10 individual clinicians.

Item #2 above is intended to calculate the cost to the University for credentialing the FMU Psychology Clinic (FMU PC) and or its clinicians. Item #2 should be entered as the all inclusive cost for credentialing the FMU Psychology Clinic; if the vendor credentials individually, vendor should calculate this cost for a total of 10 individual clinicians, based upon 3 School of Psychology clinicians, 5 Clinical Psychology clinicians, and 2 Applied Behavior Analysis clinicians.

Item #4 above is used to calculate the approximate cost to the FMU CSLH for billing, thereby allowing for ease of comparison of quotes by the offeror. The FMU CSLH recognizes that the cost to the FMU CSLH for billing services will be a flat percentage cost per encounter paid to the vendor.

Item #4 from the vendor should be calculated against an estimated encounter cost of \$75.00, times 35 clients per week, times 32 weeks in the period. Encounter cost, clients per week, and

weeks in a period are estimates; the FMU CSLH is not committed to a particular schedule as described.

Item #5 above is used to calculate the approximate cost to the FMU Psychology Clinic for billing, thereby allowing for ease of comparison of quotes by the offeror. The FMU Psychology Clinic recognizes that the cost to the Psychology Clinic for billing services will be a flat percentage cost per encounter paid to the vendor.

Item #5 from the vendor should be calculated against an estimated encounter cost of \$90.00, times 35 clients per week, times 45 weeks in the period. Encounter cost, clients per week, and weeks in a period are estimates; the FMU Psychology Clinic is not committed to a particular schedule as described.

ATTACHMENT 1

OFFEROR INFORMATION

References Required:

Supply three (3) references of government agencies and/or firms for whom OFFEROR has provided similar services during the last two (2) years:

1. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
2. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
3. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	

DELIVERY/PERFORMANCE LOCATION – SPECIFIED JAN 2006: After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

**Francis Marion University
 Central Receiving
 4822 E. Palmetto Street
 Florence, SC 29506**

Quote with references may be e-mailed to pmacdonald@fmarion.edu

Quote with references **Must be Received by: Monday, July 20, 2020, 2:00 pm**

This Section Must be Completed by the Vendor:

Company Name:			
Authorized Signature:			
Authorized Signature (printed):			
Date:			
Address:			
City/State/Zip:			
Phone Number:		Fax Number:	
E-Mail:			
Federal ID Number:		SC Minority Cert. # (if applicable):	

Scope of Work

During the term of this Agreement, Offeror shall provide credentialing for the clinic or individual clinicians. Offeror shall also provide routine billing, bill processing and fee collection services reasonably required and customary for service providers to the University for its Center for Speech Language and Hearing, and Psychology Clinic. Vendor will provide services in material compliance with all applicable state and federal laws and regulations. Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities,(as vendor, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during the vendor’s normal billing cycle to an outside collection agency when directed by Client.

Responsibilities of Vendor:

I Credentialing

- Provide and maintain credentialing for individual clinicians of the FMU Center for Speech, Language and Hearing (FMU CSLH) and FMU Psychology Clinic (FMU PC), or provide credentialing for the clinic proper such that individual clinicians of the clinic are properly credentialed.

- At a minimum, vendor shall credential the FMU CSLH and FMU PC (or individual clinicians as above) for the following insurers:
 - Aetna
 - Aetna/Coventry
 - Blue Choice Health Plan
 - Blue Cross Blue Shield of South Carolina
 - Blue Cross Blue Shield Choice
 - Blue Cross Blue Shield State
 - Blue Cross Blue Shield Federal
 - Bright Health
 - Cigna
 - HS – Absolute Total Care, Inc. (Ambetter)
 - HS – Bright Health Company of South Carolina
 - HS – Molina Healthcare of South Carolina
 - Medcost
 - Medicaid and Managed-care Medicaid
 - Medicare
 - Tricare
 - United HealthCare
 - WellCare

II. Medical Billing

- Vendor will provide assistance and guidance to Client to complete the Medicare and Medicaid provider application process. This will include completing and submitting the applications to Medicare and Medicaid. Client will assist and provide all necessary information needed to ensure an accurate and timely application as well as having the applications signed by an authorized representative of the FMU CSLH or FMU PC respectively.
- Vendor will submit all “Completed Claims” to the applicable third-party payer. A “Completed Claim” is a claim for clinical services that
 - is received by vendor and supported by a record that contains all necessary and accurate information
 - has been reviewed and any identified issues sent to Client for remediation have been rectified
 - is for a patient encounter that has been electronically signed off by Client
 - has been reviewed by Client and deemed ready for billing; and
 - is not subject to a billing hold.
- Vendor will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.
- Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by vendor to the patient. Vendor will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, vendor will bill all uninsured patients directly.
- Within ten (10) business days of the last business day of the month, vendor will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.
- During the term of this Agreement, vendor shall maintain and provide appropriate storage and data back-up for all billing records pertaining to the services provided by vendor hereunder. Upon at least five (5) business days’ prior written notice, vendor shall make such records accessible to Client during vendor business hours. Upon termination of this Agreement, data pertaining to the services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that vendor is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records

- Vendor shall notify Client of
 - all patient complaints about clinical services within two (2) business days of receipt;
 - all patient complaints about billing within ten (10) business days of receipt; and
 - all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits vendor from disclosing its inquiry to Client.
- Vendor will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from Vendor's provision of the Services. If Vendor, in its sole discretion, determines that
 1. Client is excessively utilizing Vendor's assistance in responding to Payer Inquiries,
 2. a Payer Inquiry is outside the normal course of Client's business; or
 3. a Payer Inquiry does not arise from the Services provided by Vendor, vendor may charge Client, and Client shall pay, for any assistance provided by vendor at Vendor then current hourly rates.

Billing will not begin until vendor has provided Client with five (5) business days written notice of the issue described in 1-3 above and an opportunity to correct.
- Vendor is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. Vendor will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.
- As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that vendor will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.
- The Services provided by vendor to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.
- Vendor shall have no responsibility to provide any of the following services:
 - Determining the accuracy or truthfulness of documentation and information provided by Client;
 - Providing services outside the vendor billing system;
 - Submitting any claim that vendor believes to be inaccurate or fraudulent; or
 - Providing any service not expressly required of vendor by this agreement.
- For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that vendor is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and Vendor, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

Termination

- The University may terminate the contract at any time with or without cause upon 60 days with prior written notice.
- Upon the expiration or termination of the agreement the billing service shall diligently continue to work the remaining accounts with outstanding balances for 90 days.
- Any FMU CSLH, FMU PC, and/or its individual clinicians confidential business records must be returned upon termination/expiration.
- Upon expiration or termination of the agreement the billing service shall provide the clinician with the original or copies of all information concerning the practice's billings and collections which have not already been provided to the physician, including any computer disks

containing such information, at no extra cost to the FMU CSLH or FMU PC.

- Any data provided back to the FMU CSLH or FMU PC as described herein shall be readily transferable to the FMU CSLH's or FMU PC's computer system and such transfer shall be coordinated with Chair of the Department of Speech Language Pathology Dr. Frances Burns or her designee, or the Chair of the Department of Psychology Dr. Crystal Hill-Chapman, respectively.

Software Compatibility

- Offeror shall verify the use of practice management software that can handle multiple fee schedules.
- If necessary, offeror shall be capable of managing payments associated with capitation payment programs.
- Software shall also have the capability to allow data to be transferred to another system, in the event that the agreement expires or is terminated.

Confidentiality

- The billing service shall maintain the confidentiality of all data and information concerning the practice, its clients as well as its billings and collections.
- Any disclosure of such information should only be to the extent authorized by the clinician and necessary to carry out the purposes of the written agreement.
- The offeror shall comply with and observe all laws relating to the confidentiality of patient records and information.

Liability of Errors

- The offeror agrees to be liable for any loss or damage that the practice suffers as a result of any error, delay or failure of the service in connection with its billing and collection obligations under the agreement.
- The vendor shall indemnify and hold the practice harmless against any and all claims from any third parties arising out of the billing service's erroneous handling of any claim on behalf of the FMU CSLH or FMU PC, its unauthorized use or disclosure of any medical information received by the clinic, or its breach of or failure to perform any provision of this agreement.
- The billing agent may also wish the practice to agree to hold it harmless against any and all claims of damages or liabilities from any third parties or state or federal agencies arising out of false or misleading warranties or misrepresentations made by the practice to the billing service.

Protection and Limits to service

- In the event that more than three (3) statements are necessary to collect on an account, vendor shall consult the FMU CSLH or FMU PC respectively for a determination on processing said account prior to sending subsequent statements for that account.
- Vendor shall rebill Medicare for approved or denied claims billing company only when reasonably necessary.
- Vendor shall notify the clinic of any correspondence from Medicare or other third party payers for notices including but not limited to improper claims.

Independent Status

- The offeror and the FMU CSLH are at all times acting as independent contractors and that neither are employees or agents of the other.
- The offeror and the FMU PC are at all times acting as independent contractors and that neither are employees or agents of the other.
- The billing service and its employees and agents shall have no claim against the practice for workers' compensation, unemployment insurance, pension or profit sharing, or any other employee benefits, all of which should be the sole responsibility of the billing company.
- The vendor shall indemnify and hold each party harmless against any claims, penalties, damages or lawsuits that either party suffers as a result of the service's failure to make

withholdings and contributions as required by federal and state law.

Subcontracting

- Vendor shall not assign or delegate any rights or obligations under the agreement without first obtaining the written consent of the FMU CSLH or the FMU PC.

Deposit of Practice Fund

- Checks and payments for health care services rendered by the practice shall be made out to the name of the provider and deposited into a bank account owned by the practice in compliance with Medicare rules/regulations.

Integration

- This contract constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, except as specifically set forth within the contract.

Errors and Omission (E&O) Insurance (required)

- The billing company shall acquire and maintain sufficient insurance coverage against theft, dishonesty or infidelity of the billing company, its officers and employees. Vendor shall instruct its insurer to provide Certificate of Insurance directly to the FMU CSLH and to the FMU PC respectively. COI shall be sent directly from the insurer to the FMU CSLH and FMU PC.

GENERAL CONDITIONS

DEFAULT: In case of default by the Contractor, Francis Marion University reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible Contractor until the assessed charge has been satisfied.

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by Francis Marion University resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The University reserves the right to withhold payment or make such deductions as may be necessary to protect the University from loss or damage because of defective work, claims, damages or to pay for repair of correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty (30) days beyond the Request for Quotation deadline.

Unit prices will govern over extended prices unless otherwise stated.

Francis Marion University shall consider payment discounts in the award of this contract when such discounts are for thirty (30) days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above referenced information as the University's position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Section 11-35-1550 (b) of the South Carolina Consolidated Procurement Code.

The University reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the University reserves the right to reject any quotation in which the delivery time indicated to be of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected.

The contractor assumes sole responsibility and shall hold harmless Francis Marion University, its directors, officers, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful Contractor, its directors, officers, employees and agents under this agreement. Francis Marion University agrees to accept responsibility for claims, actions or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of Francis Marion University, its members, directors, officers, employees and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this quotation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful Contractor from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed quote, the Contractor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

Information Security –Location Of Data: Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing clinic or client information, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier.

Indemnification -- Third Party Claims: Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

No Indemnity or Defense Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason.

Subcontractor Limitation: Subcontractor may only be assigned upon mutual agreement with the University. Offeror shall provide with their quotation any and all subcontractors for which work is expected to be assigned.

Survival Of Obligations: The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

Termination: Subject to the provisions below, the contract may be terminated for any reason by the University providing a thirty-day advance notice in writing is given to the contractor.

Termination for Convenience: In the event that this contract is terminated or cancelled upon request and for the convenience of the University may negotiate reasonable termination costs, if applicable.

Termination for Cause: Termination by the University for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty day advance notice requirement is waived and the default provision in this bid shall apply.

HIPAA Law: The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Francis Marion University may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

SPECIAL CONDITIONS

LICENSES, PERMITS, INSURANCE: All costs for required licenses, permits and insurance shall be borne by the Contractor.

Francis Marion University requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state and local laws, regulations, rules, rulings and ordinances. These include, but are not limited to: the Occupational safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

IMPORTANT– Please Note - Contractors, we MUST have your Federal ID # (company) or Social Security # (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. Please include this information with your quote.

INSTRUCTIONS TO OFFERORS – SPECIAL INSTRUCTIONS

AWARD CRITERIA

AWARD CRITERIA – BIDS (JAN 2006) Award will be made to the lowest responsible and responsive bidder.

AWARD TO ONE OFFEROR (JAN 2006) Award will be made to one Offeror.

COMPETITION FROM PUBLIC ENTITIES (JAN 2006) If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by nongovernmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004).

UNIT PRICE GOVERNS (JAN 2006) In determining award, unit prices will govern over extended prices unless otherwise stated.