

RESOLUTION NO. 2021- 514

A RESOLUTION DECLARING AN AGREEMENT WITH DM MEDICAL BILLINGS, LLC FOR COVID-19 VACCINATION ADMINISTRATION VOID AND AWARDING AN EMERGENT CONTRACT TO REVENUE GUARD SERVICES, A CORONIS HEALTH COMPANY, MORGANVILLE, NEW JERSEY

WHEREAS, on January 12, 2021, the City Council of the City of Vineland adopted Resolution No. 2021-28 authorizing an agreement with DM Medical Billings, LLC (DM) for Billing Services for COVID-19 Vaccination Administration (Services) for a contract period of one year commencing January 1, 2021 and ending December 31, 2021 (Contract); and

WHEREAS, the Contract required DM to

1. “provide reasonable assurance that, billing receipts are paid and the reports provided to customers are complete, accurate and timely. Detailed report are supplied to the client to prove that cash deposits coincide with deposits”
2. “...within 45 working days of the date on which transport services is provided, shall mail or otherwise transmit/make available in accordance with (F.1)...information to the contractor” which information specifically provides the City with pertinent and necessary information.
3. provide detailed monthly reports including payment amounts, invoice amounts, uncollected amounts, adjusted amounts.
4. provide reconciliation statements including total number of accounts billed.
5. provide monthly statements of accounts in chronological and alphabetical order.
6. provide bad debt reports including totals for receipts from Medicare, Medicaid, other insurance and other sources of payments.
7. provide accounts for the transfer to other collection/billing services.
8. provide month to date cash receipts reports
9. provide detailed billing reports
10. provide patient collection activity.

WHEREAS, DM has failed to provide the contractually required information and proper service to the City including the service as specified herein above, provided as an example of the breach and not as the total lack of services; and

WHEREAS, the City of Vineland has not been able to justify billings with receipts for their failure to provide information; and

WHEREAS, numerous requests and demands for reports were issued to DM and, while reports were promised, they were never provided; and

WHEREAS, the lack of information that should be supplied to the City prohibits the City from determining important financial data and may be a cause of a loss of revenue; and

WHEREAS, the Director of Finance has issued a certification indicating the need to discontinue the Agreement with DM and to issue an interim contract for COVID-19 billing; and

WHEREAS, the emergent condition created by DM could not have been anticipated and billing on a monthly basis is necessary for continued vaccination services for the best interest of the health and welfare of our residents; and

WHEREAS, City Council finds that DM has failed to meet their material obligations of their contract with the City to the detriment of its residents and the requirements enumerated in N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 have been met.

WHEREAS, after adequate emergent research the Director has recommended the City enter into a month to month contract with Revenue Guard Services, a Coronis Health Company, Morganville, New Jersey in accordance with the proposal attached hereto and made a part hereof, to continue billing for COVID-19 Vaccination Administration pending the submission of a request for bids to be received in accordance with N.J.S.A. 40A:11-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Agreement with DM Medical Billings, LLC for COVID-19 Vaccination Administration be and is hereby declared to be breached and therefore void.

BE IT FURTHER RESOLVED that the Mayor and Clerk are authorized to execute an emergency agreement with Revenue Guard Services, a Coronis Health Company, Morganville, New Jersey on a month to month basis pending submission and receipt of bids for COVID-19 Vaccination Administration Services in accordance with N.J.S.A. 40A:11-1 et seq.

Adopted:

President of Council

ATTEST:

City Clerk

EXHIBIT A
STATEMENT OF WORK EMERGENCY CONTRACT
FOR
VACCINATION BILLING AND COLLECTIONS SERVICES

THIS STATEMENT OF WORK ("SOW") is entered into on [Date] (_____), by and between **Coronis Health RCM, LLC**, a **Coronis Health Company ("Company")** and **[City of Vineland NJ] ("Client")**. This SOW is added as Exhibit A to the Master Services Agreement ("**MSA**") between the Company and the Client. Company and Client are sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**". This SOW may be modified or amended only in writing and signed by both Company and Client. Capitalized terms not defined in this SOW shall have the meaning ascribed to them in the MSA.

1. **Scope of Work.** In consideration for the compensation described in Section 2 below, the Company will provide revenue cycle management on a month to month basis and consultation services ("**Services**").
 - a. **Revenue Cycle Management Services.** Company shall provide comprehensive revenue cycle management services to Client. The goal is to maximize Client's net revenue, improve regulatory compliance and assist the Client's department as requested. Services shall include pre-billing eligibility services, coding, billing, processing, dunning notices, collection calls to patients and insurance providers, posting and other related tasks, as described more fully below.
 - b. **Consultation Services.** Company shall, at the Client's request, provide guidance and recommendations to the Client on matters pertaining to improving profitability with detailed demand analysis charting. The goal of such consultation services is to assist Client in maximizing efficiencies and profitability.

2. **Fees.**

Services	Service Fees
Revenue Cycle Management Services	<ul style="list-style-type: none"> • Company shall provide Revenue Cycle Management Services to the Client as a percentage (%) of collections, at the billing rate of 7% of the amount collected by Company on behalf of Client's Vaccination claims.
Consultation Services	<ul style="list-style-type: none"> • Company shall provide Consultation Services to Client regarding efficiencies and profitability, at no fee.

3. Initial Term

The Initial Term and any Renewal Terms shall be collectively referred to as the "Term". "Go-Live Date" means the first date on which the Company Services are fully activated for Client. The Go-Live Date for this SOW shall be effective immediately and will be on a month to month contract basis until a new contract is awarded.

a. Termination

- i. **Termination Without Cause.** In addition to the rights of termination set forth in Section 15 of the MSA, either Party may terminate this SOW upon written notice to the other party. Notwithstanding anything else herein, the Client's right to terminate this SOW may only be exercised on or after the awarding of a new contract by the City of Vineland NJ after the Go-Live Date, and when Client is in full compliance with its obligations under the MSA and this SOW, including payment of all Fees owed.
- ii. **Termination and/or Suspension of Services for Cause.** Pursuant to Section 4(d) and Section 15(c) of the MSA, the Company may terminate this SOW and/or indefinitely suspend its Services if Client fails to pay Company's Fees for a total of three (3) months (whether the Fee non-payment months are consecutive or nonconsecutive). Any failure by the Company to exercise this option does not constitute a waiver of its rights under this Section to exercise such rights in the future.
- iii. **Effect of Termination.** Upon termination of this SOW:
 1. Company shall return all of Client's records (if any) and cease processing any new Client accounts.
 2. For claims already processed and billed prior to the Termination Date, Company will continue its collection services for all services dates charged and Client acknowledges and agrees that it shall pay Company all unpaid fees due on payments received as a result of Company's Services. Company's fee will be provided at the stated rate of collections as defined in Section 2.
 3. In no event will termination relieve Client of its obligation to pay any fees payable to Company for the period prior to the effective date of termination. After termination notice period, no additional collection services will be provided by Company and no additional payments for services shall be due and owing to Company.
- iv. **Company Responsibilities.** The Company shall have the following responsibilities and obligations in connection with the Services provided:

- a. **Duration of Services.** Except as provided in Section 3(b), above, Company shall provide the Services for services rendered and/or products supplied by Client to patients as of this SOW Effective Date and continuing through the termination or expiration of the SOW. Except for collection activities, the Company shall cease all service activities upon the date of termination or expiration of the SOW. Company shall cease all collection services for previously billed claims after the **one hundred eightieth (180th) day** following the expiration of the SOW.
- b. **Account Management.** Company agrees to process all accounts in accordance with the processing standards set forth in Section 4(c) hereof [and in accordance with Client's policies and protocols set forth on Exhibit "___" attached hereto and incorporated herein by reference]. Subject to such standards, Company shall have the right, upon Client's consent for each account, to negotiate discounts on behalf of the Client, to enter into installment arrangements with patients and when deemed appropriate by evidence of hardship, to completely forgive indebtedness. Company shall seek approval from authorized and designated Client staff prior to agreeing to any settlement of debt owed.
- c. **Processing Standards.** Company shall manage all accounts in compliance with all state and federal laws, including but not limited to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* Company shall also [abide by Client's collection policies and procedures as set forth on Exhibit "___" and] maintain the following general standards:
- i. **Review of Trip Reports.** Company shall review all submitted vaccination reports for accuracy and completeness.
 - ii. **Data Entry.** Company shall enter all patient and vaccination information into a computerized billing database.
 - iii. **Billing.** Company shall perform all billing processing and both paper and electronic submission of all Medicare, Medicaid, commercial, contracted and private pay account claims.
 - iv. **Collections Mail.** Company shall perform collection follow up of all open accounts, which shall consist of mailing at least three (3) specifically designated messages that are time cycled to each receivable class. Client shall approve the content of all dunning messages.
 - v. **Collections Telephone Follow-Up.** Company shall perform telephone follow-up on delinquent accounts to insurance companies and patients.
 - vi. **Collections Utilization Denied Claims Review.** Company shall review and resubmit all rejected third party payor claims as needed.
 - vii. **Collections Appeal.** Company shall prepare, submit and pursue any and all appropriate reviews or appeals (not including Court proceedings) with respect to any rejected or denied claim or any claim to which no response has been received in a timely manner.

d. **Return of Accounts.** Except upon specific authorization from the Client, Company shall retain any accounts for collection even after the account is more than 365 days past due and will continue their collection efforts until such time as the claim is collected, written-off or the Client requests the claim be returned. The minimum time a claim is retained by Company is 365 days past due.

e. **Deposits and Posting.**

i. If Company receives checks on behalf of Client, the following steps shall be executed for each deposit:

- (a) Company representatives will retrieve all payments from the Post Office Box on behalf of the Client.
- (b) Company representative will open all payments and correspondence, routing payments and supporting explanations of benefits to finance department
- (c) Finance representative will transfer all payment information to a deposit summary sheet used for posting payments to Client accounts;
- (d) Finance representative will complete and tally a bank deposit ticket for all payments; monetary totals from deposit summary sheet and bank deposit ticket must tie out
- (e) Finance agent deposits all payments into a deposit only account owned by Client
- (f) Posting personnel receive a deposit summary sheet and credit each payment received to the proper account, then run a credit summary. Monetary totals on the credit summary must tie out to bank deposit ticket and deposit summary ticket.
- (g) Provider will receive copies of each deposit ticket with a corresponding deposit summary sheet.

ii. If Company receives ACH or wire transfer payments on behalf of Client, such payments will be directed to a separate account in the name of Client.

iii. It is the Company's preference for Client to receive credit card payments directly from payors. If Client requests that Company receive credit card payments on Company's behalf, Company will exercise commercially reasonable efforts, with the cooperation of Client, to promptly direct such payments to a separate account maintained in the name of the Client.

f. **Client Records Management.** All records delivered by Client to Company shall be considered the sole property of the Client. Company shall retain the right to maintain such records (i.e. vaccination reports, invoices, correspondence and payment records) until the expiration or termination of this SOW, and run-off period (if any). Upon termination of this SOW, all records delivered to Company shall be returned to Client and/or destroyed according to Client's instructions. For the avoidance of doubt, Client is solely responsible for storing all original documents and all electronic documents relating to patient transports according to New Jersey Department of Health Requirements. Client is also solely responsible for backing up copies of all electronic documents.

g. Reports. Company shall create, maintain and provide Client with reports of Services performed, including:

i. Monthly Charge / Payment / Vaccination Summary by Month;

ii. Monthly Payments by Payor Summary;

iii. Monthly Charges by Payor Summary;

iv. Monthly Accounts Receivable Aging by Payor Summary;

v. Such other reports as may be necessary or appropriate in order to perform the Services in accordance with the standards set forth herein.

g. Service Complaints. Company shall promptly address any service complaints which it receives and when deemed necessary by either Company or the Client, shall suspend all collection activities.

i. Company Responses to Client. Company shall promptly respond to all requests and other communications from Client with respect to Services being rendered hereunder. Company will make all reasonable efforts to insure a response to such requests or other communications within two (2) business days of receipt.

4. **Client Responsibilities** Client shall have the following responsibilities and obligations in connection with receipt of the Services:

a. **Appointment of Company as Limited Agent.** Client hereby appoints Company as its exclusive revenue cycle management services agent, and specifically authorizes Company to provide the Services and to take such actions as may be necessary to act as the revenue cycle management services agent for Client.

b. **Prior Review.** Client shall review all field paperwork submitted to Company for accuracy and legibility prior to submission to Company for billing. Client shall be responsible for assuring that adequate documentation is obtained to support each claim.

c. **Customary Fee Schedule.** Client shall provide Company with the most current customary fee schedule utilized by the Client and shall give at least thirty (30) days advance notice to Company of any changes thereto.

d. **Contracted Accounts.** Client shall provide Company with a list of all charges, billing and invoicing information pertaining to any contracted participating provider accounts of the Client and shall notify Company of any changes thereto as soon as reasonably practicable.

e. **Account Payments.** The Client shall forward all vaccination payment information, Explanation of Benefits ("EOB's"), denials of payment and other correspondence received by the Client for vaccination services to Company within five (5) business days of receipt.

f. **Processing Requirements.** Client shall timely forward a copy of all Reports necessary for Company to perform the Services as herein defined.

- g. **Vaccination Reports.** As needed, Client shall separate, identify or distinguish those trips that are being submitted for subscription plan purposes only from those that are intended to be fully processed, billed and collected. For those accounts that are being presented for full processing, the trip report shall, to the extent reasonably obtainable, contain at a minimum the following Patient information: Patient name, complete mailing address, telephone number, age, and insurance information.
- h. **Vaccination Information.** Type of treatment rendered, diagnosis or chief complaint, medical condition observations and supplies used.
- i. **Rejections.** In the event a vaccination report is submitted without such information as is reasonably obtainable and required for submission to payers, the vaccination report will be rejected and returned to Client. Field paperwork that does not adequately document medical necessity will only be billed to Medicare for denial purposes.
- j. **Back-up.** Client shall maintain a copy of all vaccination reports forwarded to Company for the purposes of compliance. Company shall not be held liable for any damages that are solely attributable to the Client's failure to maintain trip information.

6. **Invoicing**

- a. Invoicing for Services rendered by Company to Client shall be presented to Client by the **10th business day of each month** and be accompanied by the necessary financial reporting of charges billed and payments collected.
 - b. Company and Client agree to a Month-End Close Date of no longer than **seven (7) business days following the end of each month.**
 - c. Client shall have up to **ten (10) days** to contest any invoice submitted by Company by providing written notice of such contested line item(s) to Company, otherwise, the invoice will be considered complete and accepted by Client. In the event Client provides written notice of such contested line item(s), Client shall not withhold payment of amounts not in dispute under the invoice pending resolution of the contested line item(s).
7. **Remittance** Payments due to Company shall be payable by Client on the **15th day of following month after issuance of invoice.**
8. Client shall make payment by providing credit card or ACH bank withdrawals from a bank account designated by Client.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this SOW as of the Effective Date written above.

[City of Vineland, NJ]

By: _____
Name:
Title:
Date: _____

Coronis Health RCM, LLC, a Coronis Health Company

By: _____
Name: **Steven Loures**
Title: **President**
Date: _____