

Town of Wareham



Request for Proposals (RFP)

AMBULANCE BILLING SERVICE

Your participation is invited with regard to the above referenced proposal. In order for your submission to be considered responsive this original document as well as one (1) original and three (3) copies of your proposal must be delivered prior to the time and at the place indicated herein. The Town of Wareham assumes no liability for proposals mistakenly opened due to improperly labeled envelopes and will return same to the proposer without notice. (It is strongly suggested that documents sent via carriers other than first class mail should be placed in properly labeled and sealed envelopes prior to being placed in the carrier packaging in order to avoid premature opening.)

TOWN OF WAREHAM

Legal Notice

REQUEST FOR PROPOSALS

The Town of Wareham is seeking SEALED PROPOSALS from competent firms to operate billing services for the Town's Emergency Medical Services. The selected firm is expected to provide these services to the Town for a period of five (5) years commencing on or about March 1, 2018. Proposals will be received at the Town Administrator's office, Memorial Town Hall, 54 Marion Road, Wareham, MA 02571, until **1:00PM, Thursday, February 15, 2018.** Phone calls, telegrams, postmarks, etc. shall not be considered. Proposals will not be publicly opened. Proposal submissions must be made in accordance with Chapter 30B of M.G.L. which requires **TWO (2) sealed envelopes; one clearly marked "AMBULANCE BILLING SERVICE—1:00PM, THURSDAY, FEBRUARY 15, 2018—R.F.P." and the second clearly marked "AMBULANCE BILLING SERVICE—1:00PM, THURSDAY, FEBRUARY 15, 2018—COST."** The Town of Wareham assumes no liability for proposals mistakenly opened due to improperly labeled envelopes and will return same to proposer without notice.

A copy of the specifications may be obtained on the Town's website (www.wareham.ma.us under Bid Notices) or from the Town Administrator's Office on or after 10:00AM Monday, January 22, 2018. Any questions are to be submitted in writing to the Town Administrator's Office no later than 4:00PM February 8, 2018. Emails are acceptable and encouraged and should be sent to: administration@wareham.ma.us

The Town of Wareham reserves the right to reject any or all proposals which are not responsible and/or responsive, in whole or in part, as deemed in the best interest of the Town, in accordance with M.G.L.

The Town of Wareham is an Equal Opportunity Employer. Proposals from Woman/Minority Business Enterprises are strongly encouraged.

Derek D. Sullivan
Town Administrator

I. SUBMISSION REQUIREMENTS

- A. The proposal must include this original document as well as one (1) original and three (3) duplicate copies of your proposal.
1. The proposal may be withdrawn or amended without prejudice between the time of submission and the time of opening.
 2. All proposed costs will be considered firm and may not be withdrawn for a period of no less than thirty (30) days from the date of opening, unless stated otherwise.
- B. Proposal submissions shall be made in accordance with Chapter 30B of M.G.L. which requires **TWO (2) sealed envelopes; one clearly marked “AMBULANCE BILLING SERVICE—1:00PM, THURSDAY, FEBRUARY 15, 2018—R.F.P.” and the second clearly marked “AMBULANCE BILLING SERVICE—1:00PM, THURSDAY, FEBRUARY 15, 2018—COST.”** In the event that Town Hall is closed due to any reason, including but not limited to inclement weather, this proposal will be opened at the same time and place on the next week day that Town Hall is in operation. The Town of Wareham assumes no liability for proposals mistakenly opened due to improperly labeled envelopes and will return same to proposer without notice.
- C. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, it is suggested that all proposals submitted comply with the following guidelines:
1. All copies should be printed double sided.
 2. All submittals and copies should be printed on recycled paper with a minimum of 20% post-consumer content.
 3. All proposals and copies should minimize or eliminate the use of non-recyclable, or re-usable materials, such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
 4. Vendors should submit materials in a format which allows for easy removal and recycling of paper materials.
 5. Vendors are encouraged to use other products which contain reduced content in their proposal documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc.
 6. Unnecessary samples, attachments or documents not specifically requested should not be submitted. Proposers should avoid superfluous use of paper, such as separate title sheets or chapter dividers.
- D. Where the word “signed” appears, it refers to the hand written signature of the individual authorized to execute the contract. Proposals “signed” by any way other than described here will be considered non-responsive.
- E. Use of the corporate seal is required only when applicable and available.
- F. Certificates of Insurance must be submitted by the successful proposer within ten (10) business days of the request from the Town (also see Section VII, “Insurance”).
- G. In lieu of a deposit and/or performance bond, the Town reserves the right to deem as not responsible and ineligible to conduct business with the Town for a period of two (2) years

if same vendor 1) withdraws a proposal between the time of the opening and the time of an award or sixty (60) days, whichever is less, and/or 2) fails, if awarded a contract, to honor the terms of the award during stated contract period.

- H. Signed (and sealed where applicable) certificate of indemnification to save harmless the Town of Wareham for all damages to life and property due to his/her negligence or that of his/her sub-contractors, etc. during the term of this contract (use form attached).
- I. Signed (and sealed where applicable) certification that the proposer has paid all State taxes due (use form attached).
- J. Signed (and sealed where applicable) certification that the proposer has not colluded with any other party in the preparation and submission of his/her proposal.
- K. Signed and sealed certification of vote (for use by Corporations). Proposers may submit their own corporate vote or in lieu of the corporate vote, the proposal may be executed by someone authorized to commit the company. This authorization must be included in the submittal.
- L. A letter of transmittal signed by the individual authorized to negotiate for and contractually bind the contractor stating that the offer is effective for at least sixty (60) calendar days from the deadline for the submission of proposals.

II. CONTRACT DOCUMENT

The contract documents will consist of all proposal forms as attached hereto. In addition the following documents will be included:

- 1. All submissions required by Section 1 "Submissions"
- 2. Any RFP addendum
- 3. Notification of Award
- 4. Purchase Order
- 5. Any other documents by mutual agreement of the Town and successful proposer.

III. TERM OF CONTRACT

- A. TIME IS OF THE ESSENCE
- B. It is anticipated that this contract will be awarded within thirty (30) days after the acceptance of proposals.
- C. Oral presentations may be required.
- D. This contract shall be in effect for five (5) years commencing on _____.

In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, it is suggested that all proposals submitted comply with the following guidelines:

IV. EVALUATION CRITERIA

The successful proposal shall be selected based on the evaluation criteria below which shall be equally applied to all proposals determined to be responsible and responsive. The Town retains the right to waive minor informalities. The Town also reserves the right to request references from any community for which the proposer has performed work.

- A. A **RESPONSIVE** proposal meets all of the following criteria:
 - 1. Answers all questions as required by this document.
 - 2. Includes all forms and certifications required by Section I “Submission Requirements”
 - 3. Includes a list of Massachusetts clients for which the contractor has provided billing service. This list is to include the name, address and phone number of references for the selection committee to contact.
 - 4. Includes a list of any litigation, with the appropriate explanation, against your firm within the past five (5) years.

- B. A **RESPONSIBLE** proposer meets all of the following criteria:
 - 1. Has one or more years of experience in municipal ambulance billing services.
 - 2. Is licensed in the Commonwealth of Massachusetts as a Collection Agency.
 - 3. Provides documentation showing that a collection percentage of between 85%-90% can be achieved.

- C. The ratings of “highly advantageous,” “advantageous,” “not advantageous,” and “unacceptable” will be used to evaluate the following features of each proposal:
 - 1. Contractor’s computer linkage information and method of collecting data for billing.
 - a. UNACCEPTABLE: All billing information to be provided by the Town of Wareham Emergency Medical Services.
 - b. NOT ADVANTAGEOUS: Most billing information to be provided by the Town of Wareham Emergency Medical Services. Attendants having to secure name of insurance carrier and insurance policy numbers.
 - c. ADVANTAGEOUS: Access to patient information at the definitive care facility, with Town of Wareham Emergency Medical Services attendants having to fill out only medical necessity forms and secure physician’s signatures.
 - d. HIGHLY ADVANTAGEOUS: Total billing information secured and all medical necessity forms obtained through electronic interface with Wareham EMS Report Software.

 - 2. How many years’ experience does your firm have in ambulance billing services?
 - a. UNACCEPTABLE: Less than one (1) year experience.
 - b. NOT ADVANTAGEOUS: Less than three (3) years’ experience.
 - c. ADVANTAGEOUS: Less than five (5) years’ experience
 - d. HIGHLY ADVANTAGEOUS: Greater than five (5) years’ experience.

3. How many municipal ambulance services does your firm presently represent? List the municipalities represented along with the name of the representative from the community.
 - a. UNACCEPTABLE: None
 - b. NOT ADVANTAGEOUS: One (1) to three (3)
 - c. ADVANTAGEOUS: Three (3) to five (5)
 - d. HIGHLY ADVANTAGEOUS: Five (5) to ten (10)

4. Collection percentage: The vendor shall provide documentation as proof that they can achieve collection percentage of between 85% and 90%. The proof shall be established by comparison with other municipal ambulance service that will show collection percentage and name of municipal contact person for reference. (It is understood by the Town of Wareham that these rates may not be achieved due to our liberal waiver policy, but the Town is interested in a firm with the expertise and efficiency to perform at this level.)
 - a. UNACCEPTABLE: No documentation of collection percentage.
 - b. NOT ADVANTAGEOUS: Documentation of collection percentage less than 70%.
 - c. ADVANTAGEOUS: At least one (1) municipality serviced and documented at a rate of 80% collection rate.
 - d. HIGHLY ADVANTAGEOUS: Two (2) or more municipalities serviced and documented at rates of 90% or greater.

5. The billing agency will bill direct to carriers as opposed to billing recipients of the service. (If clients need to be billed due to lack of insurance information the billing agency should be willing to assist the client and fill out the forms on their behalf.)
 - a. UNACCEPTABLE: Process only Medicare and Medicaid claims, mail all others to client.
 - b. NOT ADVANTAGEOUS: Process only Medicare and Medicaid and major carriers (i.e. BC/BS).
 - c. ADVANTAGEOUS: Process Medicare/Medicaid, major carriers and secondary insurance when applicable.
 - d. HIGHLY ADVANTAGEOUS: Process claims to all insurance carriers, automobile insurance, workers' compensation, homeowners insurance, etc.

V. PRICE EVALUATION

- A. Price will be a separate sealed quote containing the proposed costs to the Town for the ambulance billing services.

- B. The contract award will be based on the successful negotiation of revisions to the plan of services if necessary. Specifications, scope of services, contract terms and price are non-negotiable.

VI. INSURANCE

- A. The billing firm shall furnish the Town, within five (5) days after notification of award, a certificate of insurance indicating an employee dishonesty bond for the minimum amount of \$100,000.00. The bond shall remain in effect for the life of the contract.
- B. Proposer hereby agrees to save and hold the Town of Wareham, its agents, servants, and employees, harmless from any and all claims arising out of the activities of contractor, its agents, servants, employees, and invitee or subcontractors.

VII. AFFIRMATIVE ACTION

It is understood and agreed that it shall be a material breach of any contract resulting from this proposal for the contractor to engage in any practice which shall violate any provision of Massachusetts General Law, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age, or ancestry.

VIII. PURCHASE DESCRIPTION (SPECIFICATIONS)

A. SCOPE OF SERVICES

The Town of Wareham operates an emergency only ambulance service that is licensed for Advanced Life Support services. In the last calendar year the service performed 4,500 calls. The ambulance service for the Town of Wareham has realized a percentage growth annually that averages five (5) percent.

B. STATEMENT OF SERVICES

At a minimum, the successful proposer shall be expected to:

1. Provide a toll free number for the Town's use and for the use of citizens making inquiries.
2. Collection and Deposits. All amounts received by the billing service will be recorded and the proceeds forwarded to the EMS Department for deposit.
3. Ambulance Fee. Until notified of any change by the Town of Wareham, the charges for ambulance service will be those below, effective August 1, 2013, as voted by the Board of Selectmen:

<u>TYPE OF SERVICE</u>	<u>RATE</u>
BASIC LIFE SUPPORT	
Non-Emergency	\$ 647.00
Emergency	852.00
ADVANCED LIFE SUPPORT	
Non-Emergency	920.00
Life Support 1—Emergency	1,158.00
Life Support 2—Emergency	1,760.00
Mileage	23.00
Oxygen	60.00
Intravenous	140.00
EKG	140.00
Advanced Airway	140.00
Defibrillator	140.00
Burgess Subscription Plan	50.00

4. Expenses. All expenses directly or indirectly related to the collection of the Town of Wareham patients accounts shall be borne by the billing service, except:
 - a. Refunds: Errors on the part of the billing agent, resulting in a necessary refund to the patient, will be borne by the agent. Other refunds due to the patient, as a result of an error on the part of the Town of Wareham, or overpayment or any other cause, not the fault of the billing agent, will be paid by the Town of Wareham.
 - b. Except as otherwise specifically provided herein, the billing service will not incur expenses on the Town of Wareham's behalf without the Town's prior consent.
5. Other
 - a. It is understood that the Town of Wareham accepts assignment of all senior plan insurances, Medicaid, Medicare, and Medicare/Medicaid. Accordingly, the billing service will make the required contractual adjustments when applicable, and will report same on the monthly revenue statement.
 - b. Write offs and/or reductions of charges will be handled by the Town on an abatement basis at their discretion. Requests for abatements or adjustments from patients will be sent to the billing agent, and then sent to the Town of Wareham. This would be applicable to any patient who signs for an abatement or waiver after being billed by the service.
6. Records and Reports. The successful proposer shall provide:
 - a. A report of all collections.
 - b. A monthly recap of services, collections, and adjustments, including EFTs.
 - c. Any other report(s) that may be available from the billing service shall be submitted to the Town of Wareham.
 - d. All records and correspondence relating to the Town of Wareham's accounts receivable and the billing service's collection efforts will be kept at the billing service's office and shall be available for examination by the Town of Wareham or authorized representatives.
 - e. All correspondence and inquiries for waiver applications will be directed to the billing agent's mailing address.
7. Miscellaneous
 - a. The billing service will collect accounts receivable of the Town of Wareham under the name of Ambulance Billing Service, Town of Wareham.
 - b. The billing service shall delegate an authorized representative for receiving notices and day to day contract administration.
Name of Representative; _____
 - c. The Town of Wareham offers its residents the opportunity to subscribe to an ambulance subscription program. The Proposer would administer the program for the Town. It must have software to track subscriptions and interface with the billing module used.

8. Termination. The agreement may be terminated by the Town of Wareham at any time upon ninety (90) days written notice of termination to the billing service, and by the billing service on the anniversary date of the contract upon ninety (90) days written notice to the Town of Wareham. Upon termination of the agreement, for whatever reason, the billing service shall deliver up all records and pertinent correspondence concerning the accounts and collection thereto to the Town of Wareham, and the billing service will otherwise cooperate with the Town of Wareham or their assignees to effect an orderly transfer of the collection of the Town of Wareham's accounts receivable. If the Town of Wareham should terminate this agreement, the billing service should be entitled to receive from the Town of Wareham, any and all commissions due to the billing service up to and including the actual date of termination and transfer of accounts receivable, as well as reimbursement from the Town of Wareham of all expenses incurred by the billing service which shall be reimbursable under the contract and which remain unpaid at the date of termination. The billing service must turn over all records and have them delivered to a location designated by the Town of Wareham upon termination of the contract.
9. Stipulations.
 - a. The contract shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
 - b. In the event of any conflict or any inconsistency between Massachusetts General laws, as amended, and the provisions of this contract, Massachusetts General Laws shall control. If any of the provisions of this agreement are held to be invalid, such provision or provisions shall be deemed stricken from the agreement, and at the option of the Town of Wareham, the remaining provisions shall remain in full force and effect.
10. Waiver Handling Policy: Although the Town wishes to maximize ambulance collections, we do wish to have compassion for those with financial hardships. A strict waiver policy will be formulated by, and administered by, the Town of Wareham. Please outline your capabilities in dealing with clients that express hardship. Provide copies of internal policies to reinforce this response along with any waiver policies that you have dealt with, or are dealing with presently.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word 'person' shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Authorized Signature

Date

Social Security Number or Federal Identification Number

Legal Name of Business Entity (Please Print or Type)

Address: _____

STANDARD HOLD HARMLESS AND INDEMNITY CLAUSE
FOR USE IN
LEASES, USE AGREEMENTS, PROCUREMENT CONTRACTS ETC.

_____, its officers and members all through
the _____ Legal Name of Bidder's Business Entity

signing of this document by an authorized party or agent, indemnify, hold harmless and defend the Town of Wareham and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigations and judgment of every name and description brought against the Town as a result of loss, damage or injury to person or property by reason of any act by _____, its agents, servants or employees.

Legal Name of Bidder's Business Entity

Authorized Signature

Name and Title (Print or Type)

Date

CERTIFICATION TO PAYMENT OF TAXES BY CONTRACTOR

Pursuant to G.L. c. 62C, §49A, I hereby certify that _____

Legal Name of Bidder's Business Entity

has complied with all laws of the Commonwealth of Massachusetts relating to the payment of

taxes.

Signed under the penalties of perjury.

Date

Authorized Signature

Name and Title (Print or Type)

CERTIFICATE OF VOTE

(Corporations Only)

At a duly authorized meeting of the Board of Directors of the

_____ held on _____

(Name of Corporation)

(Date)

it was voted, that

(Name)

(Officer)

of this company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company. I hereby certify that I am the clerk of the above named corporation and that _____ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

Clerk

Date