

# **Town of Plympton**



## **Request for Proposals**

### **Ambulance Billing & Collection Service**

**2019**

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**Specifications are available immediately and can be picked up in person or emailed at your request, as outlined below:**

Chief Stephen G. Silva  
Plympton Fire Department  
3 Palmer Rd.  
Plympton, MA 02367  
Telephone: (781) 585-2633  
FireChief@plymptontown.org

**Deadline for Questions: March 27, 2019**

**Deadline for Proposals: April 3, 2019**

## **I. General Information and Proposal Submission Requirements**

### **Requirements**

This procurement is undertaken in accordance with the provisions of G.L. c. 30B, sec. 6 and is subject to the following requirements:

**a. Time and Date Proposals Must be Delivered:**

Sealed proposals will be received in the Office of the Town Administrator until **11:00 a.m. on April 3, 2019**. Proposals will not be accepted after the deadline. All proposals shall be sealed and addressed to:

Town Administrator  
Plympton Town House  
5 Palmer Rd.  
Plympton, MA 02367

**The outside of the envelope shall be clearly marked “Ambulance Billing & Collection Service”**

**b. Maximum Time for Proposal Acceptance:**

The contract will be awarded within sixty (60) days after the proposal opening. The time for award may be extended by mutual agreement between the Town and the responsive and responsible proposer offering the most advantageous proposal.

**c. Addenda:**

If any changes are made to this RFP, an addendum will be issued. Addenda will be emailed to all proposers on record as having picked up the RFP.

**d. Questions from Prospective Proposers:** Questions concerning this Request for Proposals must be submitted in writing to Chief Stephen G. Silva of the Plympton Fire Department, via Email: [FireChief@plymptontown.org](mailto:FireChief@plymptontown.org) and please note that the last day in which questions will be accepted is March 27, 2019.

Written responses will be emailed to all proposers on record as having picked up the RFP.

**e. Modifying or Withdrawing Proposals:**

A proposer may correct, modify, or withdraw a proposal by written notice received by the Town prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_." Each modification must be numbered in sequence, and must reference the original RFP.

After the proposal opening, a proposer may not change any provision of the proposal. Minor informalities may, in the sole discretion of the Town, be waived or the proposer may be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake may, at the discretion of the Town, be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not however withdraw the proposal.

**f. Right to Cancel or Reject Proposals**

The Town may cancel this RFP, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection is in the best interest of the Town in the Town's sole discretion.

**g. Proposal Prices**

All proposal prices submitted in response to this RFP must remain firm for ninety (90) days following the proposal opening.

**h. Unexpected Closures** If, at the time of the scheduled proposal opening, the Plympton Town House is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the proposal opening will be postponed until 11:00 AM on the next business day in which the Plympton Town House is regularly open for business. Please note that the Plympton Town Hall is open Monday through Thursday. Proposals will be accepted until that date and time.

**i. Number of copies of the proposal required**

The proposer shall submit one original and three paper copies of their proposal.

**Proposal Envelope**

The proposal envelope should be marked: "**Ambulance Billing & Collection Service**". All proposals shall be sealed. **Proposers shall submit price and non-price proposals in separate envelopes.** The price proposal must be signed, placed in an envelope, and sealed separately from the non-price proposal. This envelope is to be clearly marked with the Proposer's name, and titled ***Price Proposal - Ambulance Billing & Collection Service.***

The non-price proposal must contain all information pertaining to the Service. The proposal must address, at a minimum, each of the items in the specification as well as addressing the Minimum Evaluation Criteria as set forth in the "Request for Proposals" in order to be considered responsive. The Town of Plympton may reject any proposal, which does not respond to each of the items in the specification and address the Minimum Evaluation Criteria in the "Request for Proposals," as non-responsive. The non-price proposal shall be signed, placed in a separate envelope, and sealed. All pages that require signatures must be signed where appropriate and submitted as part of the non-price proposal. This envelope is to be clearly marked with the Proposer's name, and titled: ***Non-Price Proposal - Ambulance Billing & Collection Service.***

**k. Required Forms:**

The proposal shall include a non-collusion form, tax compliance certificate, and a separate envelope containing the proposal pricing sheet.

**I. Proposal must be signed by authorized individual:**

All proposals must contain the proposal signature page and be signed by a person with authority to legally bind the proposer as set forth herein. Faxed proposals will not be considered. A proposal must be signed as follows: 1) if the proposer is an individual, by him/her personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

**II. Purchase Description / Scope of Service**

**a. General description:**

The Town of Plympton operates an emergency only ambulance service that is licensed for Advanced Life Support Service. During fiscal year 2018 this service performed 280 billable ambulance transports. During FY 2018, the Town billed \$701,857.00 and collected \$202,955.83, a 70.54% collection rate.

**b. Contract term length and renewal options:**

The resulting contract will be for one year with up to 2 one-year extensions at the sole option of the Town. The contract will have a fixed percentage rate for the three-year period and can be terminated for cause at any time, or terminated by the Town with a written sixty (60) day notice.

**c. Pricing and pricing formats:**

The price proposal will require the fee for the service to be stated as a percentage amount of actual receipts. The percentage rate must remain constant throughout the entire contract term.

**d. Detailed Description of Services:**

**Historical Information about Town Plympton Ambulance Service**

Total Ambulance Transport by Year					
2015	-	239	(177 ALS1	3 ALS2	57 BLS)
2016	-	307	(234 ALS1	6 ALS2	67 BLS)
2017	-	271	(212 ALS1	2 ALS2	57 BLS)
2018	-	280	(212 ALS1	3ALS2	65 BLS)
By Payor					
	Carrier	Charges	Allowable	Collected	%
2015	- BCBS	57,613	46,838	45,909	98
	Medicaid	102,383	18,818	10,639	56
	Medicare	261,135	58,599	57,752	99
	Other	68,767	61,089	58,925	96
	Self	24,435	23,059	327	1
	Uninsured	7,546	7,546	0	0
2016	- BCBS	98,673	87,329	81,495	93
	Medicaid	115,802	15,350	15,032	98
	Medicare	369,507	76,640	76,126	99
	Other	102,316	86,174	58,925	96
	Self	17,709	12,726	3,508	28
	Uninsured	21,580	21,580	0	0

	Carrier	Charges	Allowable	Collected	%
2017 -	BCBS	64,337	55,929	54,518	97
	Medicaid	99,367	12,822	12,822	100
	Medicare	335,934	67,101	66,741	99
	Other	109,618	89,603	86,120	96
	Self	24,176	19,894	3,570	18
	Uninsured	36,913	36,913	0	0
2018 -	BCBS	63,823	60,205	59,237	98
	Medicaid	115,008	14,769	13,220	89
	Medicare	356,968	69,738	67,305	97
	Other	100,744	77,674	60,246	78
	Self	12,908	12,908	2,949	23
	Uninsured	45,953	45,953	0	0

- **Collection and Deposits**

All amounts received by the billing service will be recorded and the proceeds deposited in an account at a bank selected by the Town and providing municipal banking services to/for the Town of Plympton during the period of the contract. The Town shall further have the right to direct an account be changed to another bank or institution providing banking services during the term. A sufficiently detailed remittance corresponding with each deposit shall be sent to the Town of Plympton, Fire Department, 3 Palmer Rd., Plympton, MA 02367. At the expiration of each month, the billing service shall bill the Town of Plympton for collection charges due to the billing service for the actual collections made that month.

- **Expenses**

- All expenses directly or indirectly related to the collection of the Town of Plympton patient's accounts shall be borne by the billing agent.
- Refunds: Refunds due will be paid by the Town of Plympton after all appropriate paperwork has been provided by the billing agent.
- The billing service will not incur expenses without the Town of Plympton's prior written consent.
- Any and all billing or collection work shall disclose the nature of the relationship between the Town of Plympton and the proposer and/or billing agent and the successful proposer shall indemnify and hold the Town of Plympton and its agents, servants, employees, officials, boards, committees and agencies harmless from and against all liability associated with any collection actions or activities.

- **Other**

- Write-offs and/or reductions of charges will be handled by the Town of Plympton on an abatement basis at its discretion. Requests for abatements or adjustments from patients are to be sent to the billing agent, and forwarded to the Plympton Fire Department.

- The Town does not currently uses an electronic field data collection system.
- The Town may consider changing to ESO Electronic Patient Care Report the Vendor shall provide the software and hardware; {(3) tablets}.
- The Vendor shall also provide training for, but not limited to software
- The Vendor shall provide access to “online” EMS continuing education

- **Records and Reports**

The billing service will furnish to the Town of Plympton the following reports:

- A report of all collections together with a copy of the deposit slips evidencing the deposit to the Town of Plympton's bank account.
- A monthly recap of reports, including an aging report at the end of the month reflecting the balance of open receivables.
- At a minimum, the following reports are required: Commitment listings, listings of write offs, adjustment credits, and any other report determined necessary to be able to prove the balance from month to month.
- All records and correspondence relating to the Town of Plympton's Accounts Receivable and the billing agency's collection efforts will be available for examination by the Town of Plympton or its authorized representative.

- **Miscellaneous**

The billing service shall collect accounts receivable of the Town of Plympton under the name of Town of Plympton Fire Department Ambulance Billing Service subject to the indemnity and hold harmless agreement.

- **Indemnification**

The successful proposer shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the successful proposer's breach of this Agreement or the negligence or misconduct of the successful proposer, or the successful proposer's agents or employees.

- **Termination**

The agreement may be terminated by the Town of Plympton at any time upon sixty days (60) written notice of termination to the billing agency, and by the billing agency on the anniversary date of the contract upon sixty days (60) written notice to the Town of Plympton. Upon termination of the agreement, for whatever reason, the billing agency shall deliver all records and pertinent correspondence concerning the accounts and collection thereto to the Town of Plympton, and the billing agency will otherwise cooperate with the Town of Plympton or its assignees to affect an orderly transfer of the collection of the Town of Plympton's accounts receivable. If the Town of Plympton should terminate this agreement, the billing service shall be entitled to receive from the Town of Plympton, any and all commission due to the billing service up to and including the actual date of termination and transfer of accounts receivable provided there is a firm written commitment with the payer of the account and said payer's account remains current and does not require further collection activities. The billing service must turn over all records and have them delivered forthwith to a location designated by the Town of Plympton upon termination of the contract.

Only those consultants who submit all forms and materials as required in the RFP will be considered responsive and responsible respondents subject only to the failure to include a non-material form and/or materials. The Town of Plympton has determined that the selection of the most advantageous offer for these services requires comparative judgment of factors in addition to cost. Each technical proposal, meeting the minimum evaluation criteria, shall be rated by an evaluation committee according to the evaluation criteria set forth in this RFP. The committee shall determine a composite rating for each proposal. After a composite rating has been determined for each proposal, the committee shall open and review the pricing and determine the most advantageous proposal taking into consideration the ratings on all criteria and the cost. If the evaluation committee selects a proposal that is not the least expensive, the evaluation committee shall explain in writing why the added benefits of the proposal justify the higher fee proposed by the consultant.

### **III. Minimum Evaluation Criteria**

#### a. Minimum Criteria

In addition to addressing each of the items in the specification, the Proposer shall submit, as part of his/her non-price proposal, the following and include the required documentation in the Non-price (technical) proposal envelope. The Town reserves the right to request information to clarify responses.

1. A letter of transmittal signed by the individual authorized to negotiate for and contractually bind the proposer, stating that the offer is effective for at least ninety (90) calendar days from the deadline for the submission of proposals.
2. Provide A list of all municipalities or ambulance services for which the proposer has provided ambulance-billing services in the last five years. This list is to include a current name, address and phone number of contacts. Any negative information generated by reference check may be sufficient cause to dismiss the proposal as unacceptable in the sole discretion of the Town. Negative information that may be considered grounds to render the proposal unacceptable shall be information that shows the service operated in a fashion that reflected negatively on the community served. Illegal or unethical methods of collection, repeated instances of inappropriate treatment of recipients of the service such as rudeness or any other behavior that generates complaints from the public, may also be viewed as negative information.
3. A Toll-free number for the Town's use and for the use of recipients/clients.
4. A list of any litigation, with the appropriate explanation, brought against the proposer in the past five years through the present.



5. Provide contact information for an individual responsible for receiving notices and providing day-to-day contract administration.
6. Provide a written commitment to reconcile accounts on a monthly basis.
7. Tax and collusion forms.

b. Comparative Evaluation Criteria

A Proposer shall be deemed non-responsive if the minimum evaluation criteria are not met. Once it has been determined that a proposal is responsive and the proposer has met all of the minimum evaluation criteria, the proposals will be further evaluated by the Town of Plympton using the following comparative evaluation criteria. The ratings of "**Highly Advantageous**", "**Advantageous**", "**Not Advantageous**", and "**Unacceptable**" will be used to evaluate the following features of each proposal:

1. Proposer's methods of data collection for billing.

- |                         |   |
|-------------------------|---|
| a. Not Advantageous:    | All billing information to be provided by the Plympton Fire Department ambulance attendants.  |
| b. Advantageous:        | Billing information to be provided by Plympton Fire Department (name of insurance carrier and insurance policy numbers).  |
| c. Highly Advantageous: | Plympton Fire Department ambulance attendants fill out EPCR and obtain hospital attendant's signature. Any additional information required will be obtained by the billing company. |

2. Years of experience providing ambulance billing services

- |                         |   |
|-------------------------|---|
| a. Unacceptable:        | Less than one year of experience.   |
| b. Not Advantageous:    | More than one year of experience but less than three years of experience.   |
| c. Advantageous:        | More than three years of experience but less than five years of experience. |
| d. Highly Advantageous: | Five or more years of experience.   |

3. Number of clients proposer presently represents.

- a. Unacceptable: None
- b. Not Advantageous: One to three ambulance services
- c. Advantageous: Five to ten ambulance services
- d. Highly Advantageous: More than ten ambulance services

4. The billing agency will bill directly to insurance carriers as opposed to billing recipients of the service. If clients need to be billed due to a lack of insurance information, the billing agency shall assist the client and fill out the required forms.

- a. Unacceptable: Process only Medicare and Medicaid claims, mail out 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 insurances
- d. Highly Advantageous: Process claims to all insurance carriers, automobile insurance, workman's comp, homeowners insurance, etc.

6. Outline capabilities in dealing with clients that express hardship. Provide copies of internal policy.

- a. Unacceptable: No internal policy submitted.
- b. Not Advantageous: An internal policy that refers all clients back to the Town.
- c. Advantageous: A limited internal policy that addresses some client hardships while referring the remainder to the Town.
- d. Highly Advantageous: A comprehensive internal policy that addresses all areas of hardship with all forms prepared by the billing agency for approval by the Town.

7. Identify any additional services to be provided for the price (percentage) as stated in proposer's price proposal regarding Notice of Privacy Practices, mailing services, past due collection services, etc.

- a. Unacceptable: No optional services provided
- b. Not Advantageous: One optional service provided at no additional cost
- c. Advantageous: Two optional services provided at no additional cost
- d. Highly Advantageous: Three optional services provided at no cost to the Town.

#### **IV. References**

Proposers must submit a complete list of all contracts entered into in the past five years with contact names and telephone numbers. A number of references shall be contacted. The Town shall use their own experiences in the reference evaluation. Poor reference may be a basis for a determination that the proposer is not responsible.

#### **V. Rule for Award**

The contract will be awarded to the most advantageous proposal from a responsible and responsive proposer, taking into consideration price and all evaluation criteria set forth in this RFP.

#### **VI. Proposal Forms**

The attached Price Proposal Form and the Non-Price Proposal Form must be filled out and submitted separately.

#### **VII. Non-Collusion Form and Tax Compliance Form**

The attached non-collusion and tax compliance form (completed and signed) must be submitted with your proposal.

## VIII. Additional Contract Terms and Conditions

- a. The contract shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Massachusetts. In the event of any conflict or any inconsistency between the Massachusetts General Laws, as amended, and the provisions of the contract, the Massachusetts General Laws shall control. If any of the provisions of the contract are held to be invalid, such provision or provisions shall be deemed stricken from the contract, and at the option of the Town of Plympton, the remaining provisions shall remain in full force and effect.
- b. The proposer shall provide and maintain certificate of insurance evidencing protection from workers' or workmen's compensation acts and other employee acts which are applicable with limits of not less than statutory requirements or \$1,000,000 which ever is greater, and general liability insurance with coverage limits of not less than \$1,000,000 for bodily injury or death of one or more than one person from any one occurrence, and \$1,000,000 per occurrence for damage to property. Each policy of such insurance shall name the Town as the additional insured thereunder, and a certificate of insurance evidencing the same shall be provided to the Town of Plympton prior to commencement of work with a non-cancellation rider without 30 advance notice to the Town of Plympton.
- c. The billing service shall hold the Town of Plympton free and harmless from all claims, liability and losses caused by the actions or failures to act on the part of the billing service, and the billing service shall fully indemnify the Town of Plympton for all such claims, liability and losses should they occur.
- d. The billing service shall have Worker's Compensation Insurance in accordance with the Massachusetts General Laws Chapter 152, as amended, and the billing service shall furnish the Town of Plympton with evidence of this coverage before the execution of the contract.
- e. A bond for a minimum amount of \$100,000.00 **and** errors and omissions insurance of a minimum amount of \$100,000.00 each naming the Town of Plympton as an additional insured will be required by the bidder awarded the contract. If required, these shall be kept in effect for the life of the contract.
- f. By signing this proposal, the proposer acknowledges and agrees to the following terms and conditions:
  - This Request for Proposals is governed by the provisions of M.G.L c. 30B.
  - The Town is exempt from the following taxes: sales, excise and Federal transportation. Prices quoted herein are not to include these taxes.
  - The Town reserves the right to reject any or all bids when the Town determines that it is in the best interest of the Town in its sole discretion.
  - The Town will award the contract to the responsible bidder offering the most advantageous proposal.
  - The proposer shall comply with all applicable Federal, State and Local laws.
  - In performance of this contract, the proposer shall not discriminate in employment practices and shall sign a contract acceptable to the Town of Plympton including this as a condition.

**NON-COLLUSION CERTIFICATION**

The undersigned certifies under penalties of perjury that this proposal or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
Signature of individual submitting proposal or proposal

\_\_\_\_\_  
Name of business

\_\_\_\_\_

**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature of person submitting proposal or proposal

\_\_\_\_\_  
Name of business

**Note: Must be submitted in the technical portion of the proposal**

**PRICE PROPOSAL FORM**  
**Ambulance Billing/Collection**

**SUBMIT SEPARATELY FROM NON-PRICE PROPOSAL**

---

Company Name

---

Company Address

---

Telephone Number

Price Proposal to be a percentage of actual receipts delivered to the Town as a result of the Proposer's invoicing, as follows:

Payments at the percentage rate(s) set forth in this section shall constitute full and complete compensation for the services to be provided by the Contractor. There shall be no reimbursement for out-of-pocket or other expenses incurred by the Contractor in connection with the performance of these services. The Contractor shall submit an invoice on a monthly basis, itemizing the amount of the collections. Payments will be made within thirty (30) days of the approval of the invoice submitted by the Contractor.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NON-PRICE PROPOSAL FORM**

**Billing/Collection for Plympton Fire Department**

**A complete performance submission must be attached with proposal consisting of all of the following:**

1. The proposal must detail the proposer's qualifications, experience and expertise. Proposal evaluation will include an examination of the proposer's qualifications, experience and expertise in providing an ambulance billing & collection service.
  - a. Proposer shall provide a brief history of his/her experience.
  - b. Proposer shall detail his/her experience with providing billing and collection services during the past three (3) years for organizations similar to the Town of Plympton.
  - c. A list of specific qualifications the proposer has in supplying the services listed in this proposal, including any professional designations and affiliations, certifications or licenses.
  - d. Proposer must submit the names and resumes and level of participation of staff that will be assigned to this engagement and their respective experience in these types of engagements.
  - e. Provide shall provide a reference list of all current and/or former clients for the past three years that may be contacted regarding proposer's performance. List shall include client contact name, agency, address and phone number.
2. The proposer confirms their understanding of the RFP.
3. The proposer shall explain how its administrative process will ensure that appropriate levels of attention are given and that the work is properly performed.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Name and Title of Signatory

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

If you are a foreign (out of state) corporation, you must be registered with the Secretary of the Commonwealth in accordance with the provisions of MGL Chapter 156D § 15.03.

If you are selected for this work, you are required, under M.G.L. Chapter 30 §391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the Town of Plympton before award.