

BOSTON PUBLIC HEALTH COMMISSION

Boston Emergency Medical Services



REQUEST FOR PROPOSAL

for

Emergency Medical Services Treatment/Transport
Billing and Collection Services

November 18, 2019

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TIMELINE

RFP Timeline	
Sunday, November 17, 2019	Publication of RFP printed in The Boston Globe
Monday, November 18, 2019	RFP and instructions available online at www.bphc.org/RFP at 10:00 AM
Friday, December 20, 2019	Questions concerning this RFP due in writing by 5:00 PM to Laura Segal at segal@bostonems.org .
Friday, January 10, 2020	Responses to written questions will be posted on www.bphc.org/RFP
Friday, January 24, 2020	<p>RFP due by 3:00 PM – Submit one original proposal (on 8 ½ by 11” size paper, single sided) signed in blue ink, two (2) printed copies of the proposal and a PDF file of the proposal on a USB flash drive in a sealed envelope or box addressed to:</p> <p style="text-align: center;">Boston EMS Attention: Laura Segal 785 Albany Street Boston, MA 02118</p> <p>Clearly mark each envelope: 1) Company Name and Address; 2) “Boston EMS Treatment/Transport Billing and Collection Services”</p> <p style="text-align: center;">NO EXCEPTIONS TO THIS DEADLINE</p>
Week of February 10, 2020	Vendor Presentations: After initial review of proposals, vendors may be invited to provide presentations to BPHC/Boston EMS.
Friday, February 28, 2020	<p>Notification of Decision</p> <p>This is the desired date to award, however, BPHC has the discretion to extend this time period without notice to the proposers. All proposals shall remain valid and open for a period of one hundred twenty (120) days from the proposal submission date, unless a proposer notifies BPHC of its withdrawal. BPHC/Boston EMS has the discretion to reject all proposals and reissue the RFP.</p>
March 2 through June 30, 2020	Pre-Implementation phase for selected proposer.
Wednesday, July 1, 2020	Selected proposer assumes responsibility for Boston EMS treatment/transport billing and collection services.

A. INTRODUCTION AND BACKGROUND

The Boston Public Health Commission (BPHC) is the local public health department for the city of Boston. BPHC’s mission is to protect, preserve, and promote the health and well-being of all Boston residents, particularly the most vulnerable populations. Boston Emergency Medical Services (Boston EMS), a Bureau of the Boston Public Health Commission, is the City’s municipal 911 pre-hospital provider.

The BPHC, on behalf of Boston EMS, is soliciting sealed proposals from qualified firms (Firms) to provide emergency medical treatment/transport billing, collection, and financial reporting services. This includes complete management of the billing process. The successful Firm will seek to maximize revenue collection and minimize turnaround time from service provision to payment collection, while providing superior customer service to the patients of Boston EMS and third-party payers.

Boston EMS responds to over 125,000 incidents per year resulting in more than 85,000 transports, making it the largest municipal EMS provider in New England and one of the busiest EMS services in the country. Boston EMS employs over 350 EMTs and Paramedics, in addition to Supervisory, Command, and Support personnel. During peak periods, the department deploys a minimum of twenty-one (21) Basic Life Support (BLS) ambulances and five (5) Advanced Life Support (ALS) ambulances from sixteen (16) stations across the City. Boston EMS personnel also staff the EMS Dispatch Operations Center which is co-located at the City of Boston 9-1-1 Public Safety Answering Point at Boston Police Headquarters.

Boston EMS currently charges a base rate of \$1,351.00 for BLS (A0429), \$1,576.00 for ALS-1 (A0427), and \$2,139.00 for ALS-2 (A0433). The mileage charge (A0425) is \$25.33 per loaded mile, with an average of 1.3 miles per transport. Rates increase annually, in accordance with the medical consumer price index. The Department does not currently provide non-emergency inter-facility transport or critical care transport. Approximately 97% of transports meet the CMS classification for medical necessity. While Boston EMS’ payer mix and transports by level of service vary from one month to the next, below are the most recent figures:

Payer	% of Transports
Tier 1: Local Commercial	12%
Tier 2: National Commercial	2%
Tier 3: Medicaid	39%
Tier 4: Medicare	36%
Tier 5: Other Government	3%
Tier 6: Self Pay	8%

The current distribution by service level is as follows:

Service Level	% of Transports
BLS (A0429)	91%
ALS-1 (A0427)	8%
ALS-2 (A0433)	1%

B. INSTRUCTION TO PROPOSERS

1. PROPOSAL PROCESS, DETAILS AND REQUIREMENTS

1.1. LOCATION & REPUTATION - Proposals shall only be accepted from firms located

in the continental United States, that have an established reputation of permanency and reliability in the field of emergency medical transport billing and collection services. Each proposer shall furnish satisfactory evidence of its ability to provide the services as specified.

- 1.2. EMS & HOSPITAL REFERENCES** – To verify the vendor’s history of satisfactory performance in emergency medical (911) transport billing, three (3) comparable (to Boston EMS) references are required for whom the vendor currently provides similar work, as described in this RFP. Additionally, the firm must demonstrate a proven track record of developing, enhancing, and maintaining effective and functional relationships with hospitals to facilitate the transfer of billing-related information. As such, three (3) hospitals with which the Vendor currently has such relationships shall also be listed as references.
- 1.3. ADDENDA** - Any changes to the proposal documents shall be made only by written addenda issued no later than four (4) calendar days prior to the date set for proposal due date. Prospective proposers shall bear the entire responsibility for being sure they have received any and all such addenda
- 1.4. AGREEMENT WITH TERMS** - By submitting a proposal, the proposer agrees to all the terms and conditions of this RFP. Proposers who have obtained the RFP must not alter any portion of the document, with the exception of adding information requested.
- 1.5. EXCEPTIONS** - Any and all exceptions to the specifications or other proposal requirements must be noted in the space provided in the proposal. Any exceptions may constitute suitable grounds for rejection of the proposal.
- 1.6. MODIFICATION OF TERMS** - The BPHC reserves the right to modify the terms of the RFP at any time at its sole discretion.
- 1.7. RIGHT OF REJECTION/SELECTION** – The Boston Public Health Commission reserves the right to reject any or all proposals and to waive minor irregularities and defects in form where the best interests of the Boston Public Health Commission would be served.
- 1.8. RIGHT OF CANCELATION** – BPHC/Boston EMS may during the proposal review process, or at any time prior to award, cancel this solicitation, if BPHC/Boston EMS determines such action will best serve the public interest. Notice of the cancellation will be made to the applicants or potential applicants as appropriate.
- 1.9. INCREASE AND/OR REDUCTION OF ESTIMATED VOLUME** – The proposer’s attention is directed to the fact that the transport volume indicated in this contract are approximate and are subject to increase or decrease due to factors within and outside of Boston EMS’ control. An increase or a reduction in volume will in no way alter the price set forth by the vendor.
- 1.10. PROPOSER EXPENSES** - Proposers are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with BPHC, if any. If BPHC elects to reject all proposals, BPHC will not be liable to any proposer for any claims, whether the costs or damages incurred by the proposer in preparing the proposal, loss of anticipated profit in connection with any final contract or any other matter whatsoever.
- 1.11. ADVERTISEMENT** - It is further agreed that any proposer submitting a proposal will not use the name of the Boston Public Health Commission or Boston EMS in any advertisement without first obtaining the written consent of the BPHC Legal Counsel.
- 1.12. FAMILIARITY WITH PROPOSED WORK** - The proposer shall examine carefully the contract documents and the specifications for the proposed work.

- 1.13. **CONFLICT OF INTEREST** - The proposer shall disclose in its proposal any actual or potential conflict of interest and any existing business relationships it may have with BPHC, its elected or appointed officials, or employees. BPHC has the right to reject any proposal submitted by a proposer who in BPHC's determination, has, or if awarded the contract would have, an actual, perceived or potential conflict of interest.
- 1.14. **CLEAR & CONCISE PROPOSAL** – Lengthy and wordy proposals can be difficult to evaluate. As such, proposals should be clear, concise and address all of the elements outlined in the Scope of Work.
- 1.15. **PROPOSAL SUBMISSION CHECKLIST** – When completed, check off and sign the proposal checklist to ensure inclusion of all requested items.

2. LIST OF SUBCONTRACTORS' CERTIFICATION

- 2.1. Each proposer shall submit with this proposal, a list of subcontractors, including complete names and addresses, whose services the proposer intends to use in performing all work under the contract. Proposals submitted without such a list, or with a list not completely or properly executed, are subject to rejection.
- 2.2. For each subcontractor, include detail regarding duties, policies, procedures, oversight and compliance management of subcontract staff.
- 2.3. Each proposer is required to notify all subcontractors that they are obligated to comply with the provisions of Federal and State law, including but not limited to HIPAA, as they pertain to this project, and that they must submit evidence of such compliance upon notice or request. The proposer shall certify their compliance with this requirement on the list of subcontractors.
- 2.4. After the contract has been awarded, the successful vendor shall not substitute another subcontractor for any subcontractor whose name was set forth on the list of subcontractors which accompanied his proposal, without the written consent of the Boston Public Health Commission.

3. **LAWS TO BE OBSERVED** - The successful vendor shall at all times observe and comply with all Federal, State, Local and Municipal Laws, ordinances, rules and regulations in any manner affecting the work, and all such orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the BPHC and all its officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree, whether such violations be by the vendor or any Subcontractor or any of their agents and/or employees.
4. **DISCREPANCIES OR OMISSIONS** – The proposer recognizes that the Boston Public Health Commission is not in the business of preparing specifications. Proposers finding discrepancies or omissions in the RFP documents, or having any doubts to the meaning or intent of any part thereof, should submit questions in writing by the deadline noted in the timeline of this RFP. Any omissions in this request for proposal, which have not been addressed in the response to questions, must be strictly addressed by the firm with the submittal of its proposal.
5. **NON-DISCRIMINATION & EQUAL OPPORTUNITY STATUS** - The firm shall comply with all current federal and state non-discrimination and equal opportunity status and policies and agrees to not hold the Boston Public Health Commission liable for any inadvertent action by the firm which conflicts with such statutes and/or policies.

- 6. PROPOSAL WITHDRAWAL** – Any proposal may be withdrawn until the date and time stated above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer to sell to the Boston Public Health Commission the services indicated for a period of sixty (60) days, or until one or more of the proposals have been accepted by the Department, whichever occurs earlier.

C. INSURANCE REQUIREMENTS

- 1. COMPENSATION AND LIABILITY INSURANCE** - Except as otherwise provided by law, the Vendor shall at all times maintain and keep in force such insurance as will protect the Vendor from claims under Worker's Compensation Acts, and also such insurance as will protect the Vendor and or the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the Vendor or by any subcontractor or anyone directly or indirectly employed by any of them.

The Vendor and his subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against public liability, property damage and vehicular liability.

- 1.1.** Prime Vendors approved for hire by Boston Public Health Commission shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

- \$2,000,000 Each Occurrence Limit
- \$2,000,000 Personal & Advertising Injury Limit
- \$3,000,000 Annual Aggregate Limit
- \$3,000,000 Products-Completed Operations Limit
- \$1,000,000 Business Auto Liability Limit
- \$5,000,000 Commercial Umbrella Limit

- 1.2.** The Prime Vendor, Boston Public Health Commission, and all other parties required of the Vendor, shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured subcontractor.

- 1.3.** Subcontractors approved in association with the hiring of a Prime Vendor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

- \$1,000,000 Each Occurrence Limit
- \$1,000,000 Personal & Advertising Injury Limit
- \$2,000,000 Annual Aggregate Limit
- \$2,000,000 Products – Completed Operations Limit
- \$1,000,000 Business Auto Liability Limit
- \$3,000,000 Commercial Umbrella Limit

A copy of the Certificate of Insurance must be provided to the Boston Public Health Commission prior to the start of any work.

- 2. RESPONSIBILITY FOR DAMAGE CLAIMS** - The Vendor shall indemnify and save harmless the Boston Public Health Commission, its officers and employees, from all suits, actions, or claims, of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the said Vendor; or on account of or in consequence of any neglect in safeguarding the work; or through use of any unacceptable materials in constructing the work or because of any act or omission, neglect or misconduct of said Vendor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the “Workmen’s Compensation Act,” or any other law, ordinance, order or decree; and so much of the money due the said Vendor under and by virtue of his contract as may be considered necessary by the Boston Public Health

Commission for such purpose may be retained for the use of the Boston Public Health Commission or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Boston Public Health Commission; except that money due the Vendor will not be withheld when the Vendor produces satisfactory evidence that they are adequately protected by public liability and property damage insurance.

3. **PERSONAL LIABILITY OF PUBLIC OFFICIALS** - The Boston Public Health Commission and their authorized officers shall incur no personal liability as a result of carrying out any of the provisions of the contract, as the result of exercising any power or authority granted to them thereby, or as the result of any act by the Vendor. In such matters, they act as the officers and representatives of the Boston Public Health Commission.
4. **NO LIMITATION OF LIABILITY** - It is understood and agreed that any and all of the duties, liabilities, and/or obligations imposed upon or assumed by the Vendor, by or under the Contract Documents, shall be taken and construed to be cumulative, and that the mention of any specific duty, liability or obligation imposed upon or assumed by the Vendor and/or the Surety under the Contract Documents shall not be taken or construed as a limitation or restriction upon any or all of the other duties, liabilities, and/or obligations imposed under or assumed by the Vendor and/or the Surety by or under the Contract Documents.

D. CONTRACT

1. **TERMINATION OF AGREEMENT** - This agreement may be terminated by the Boston Public Health Commission upon thirty (30) days written notice if the Vendor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the Vendor shall be paid for services satisfactorily rendered up to the termination date. If the agreement is terminated, the Vendor shall comply with any and all requirements associated with transferring responsibility of claims processing to Boston EMS or another entity designated by Boston EMS.
2. **LIMITATION OF OPERATIONS** - The Vendor shall conduct the work in such a manner and in such sequence as to ensure the least interference with Boston EMS operations.
 - 2.1 Preliminary implementation schedule shall be submitted to the Boston EMS Chief of Staff. The schedule and any additional specifications not clarified in the proposal require approval prior to commencement of the work.
 - 2.2 Vendor shall submit weekly, two-week ahead memos to project team throughout the pre-implementation process.
3. **TIMELINE** - All proposers shall submit a preliminary schedule which must account for data exchange with the Boston EMS electronic patient care reporting system (SafetyPad Mobile ePCR, an ESO product), demographic data exchange from the receiving facilities, demographic validation with the New England Healthcare Exchange Network (NEHEN), and all preparatory work to meet service deliverables.
4. **DEFAULT AND TERMINATION OF CONTRACT** - If the Vendor fails to begin the work under the contract within the time specified in the "Notice to Proceed", or fails to perform the work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or shall fail to resume within a reasonable time after notice to do so, work which has been discontinued, or if the Vendor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against the

Vendor unsatisfied for a period of 10 days, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever, shall not carry on the work in an acceptable manner, BPHC/Boston EMS shall give notice in writing to the Vendor of such delay, neglect, or default.

If the Vendor, within a period of 10 days after such notice, shall not proceed in accordance therewith, then the BPHC Department of Administration and Finance shall, upon written notification from Boston EMS of the fact of such delay, neglect or default and the Vendor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the said Vendor. The Boston Public Health Commission may enter into an agreement for the completion of said contract according to the terms and provisions thereof or use such other methods as in the opinion of Boston EMS shall be required for the completion of said contract in an acceptable manner.

5. **PAYMENT TERMS** - The vendor shall outline clear fees to Boston EMS for the provision of Treatment/Transport Billing and Collection Services. Traditionally, Boston EMS pays a flat percentage-based fee of collections.

6. **CONTRACT TERMS**

- 6.1 The initial Contract Term shall be three (3) years. At BPHC/Boston EMS' discretion, the Contract may be renewed for two (2) additional one (1) year periods.
- 6.2 At the end of the Contract Term, the Vendor shall agree to facilitate the transfer of all accounts in process/not yet processed to BPHC/Boston EMS or its designated agent. The Vendor will provide the necessary data and account documentation, both hard copy and electronic data in order to facilitate a smooth transition. All data must include associated data dictionaries and be provided in formats as defined by the receiving entity, to optimize uploading and transfer to other databases. One or more representatives shall be designated by the Vendor to provide data and address any and all questions pertaining to records, to ensure claims processing is not impacted by the transfer of services. Transfer of data to Boston EMS or designee shall not exceed 30 days from the date of request, unless a later date is mutually agreed upon. Boston EMS shall retain access to any and all systems for viewing records after the termination of contract.
- 6.3 The Vendor will execute the Boston Public Health Commission's contract and associated contract attachments. While such documents do not need to be completed at this time, vendors should review them closely and be prepared to be able to comply with their provisions.
- 6.4 All data pertaining to BPHC/Boston EMS billing and collections captured by the contracted vendor shall remain wholly owned by BPHC/Boston EMS and shall not be used by the vendor for purposes other than billing and collections for BPHC/Boston EMS unless authorized.
- 6.5 In addition to the provisions in BPHC's form contract, any addenda thereto, and the contract attachments, vendors must comply with the following:
 - 6.5.1 **CMS** - All applicable Medicare and Medicaid guidelines.
 - 6.5.2 **HIPAA** - The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all associated requirements.
 - 6.5.2.1 The Administration Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law, 104-191 and the Health and Human Services regulations implementing the Administrative Simplification and enter into addenda or memorandum of understanding as may be necessary to address the details of such implementation.
 - 6.5.2.2 Demonstrate an active HIPAA Compliance Program. The Vendor shall provide a copy of its HIPAA Compliance Program and provide evidence annually throughout the life of the Contract demonstrating that all staff members involved in the management of the BPHC/Boston EMS account has successfully completed the HIPAA Compliance Training Program.
 - 6.5.2.3 The Vendor shall provide evidence that its internet system and electronic

data file transfers and associated billing systems are HIPAA Complaint.

6.5.2.4 The Vendor shall back up computer system data every night and store back-up tapes off-site. Such off-site facility must be HIPAA compliant and proof of such arrangements must be supplied to BPHC/Boston EMS.

6.5.3 IDENTITY THEFT - Establish an Identity Theft Prevention Program designed to ensure compliance with the requirements regarding the prevention, detection and mitigation of identity theft as set forth by the Federal Trade Commission in the Federal Regulations known as the "Red Flag Rules".

6.5.4 DATA SECURITY - The Vendor shall have policies and processes in place designed to protect and recover client data from a breach or natural disaster, including but not limited to a cyber-attack, a network failure, a long-term power outage, a fire, a flood or other incident impacting access to, completeness or accuracy of information. The Vendor shall provide a system that will ensure a complete and uninterrupted flow of service via back-up systems and a data recovery system should a disaster occur. The Vendor shall provide a copy of the Firm's policies and procedures for review by BPHC/Boston EMS' Information and Technology Services Department. Any and all breaches or interruptions shall be immediately reported to Boston EMS upon discovery.

6.5.5 NEMESIS - The Vendor shall be compliant with the National EMS Information System (NEMESIS) recommendations and requirements.

6.5.6 ADDITIONAL PROVISIONS - Boston EMS/BPHC reserves the right to add additional and necessary contract provisions during the contract negotiation process.

7. LEGAL ADDRESS - The address given in the proposal or proposal is hereby designated as the legal address of the Vendor. Such address may be changed at any time by notice in writing delivered to the Boston EMS Budget Office, 785 Albany Street, Boston MA 02118. The delivery at such legal address or the depositing in any post office, on a postcard, registered wrapper directed to the above-mentioned address of any notice, letter or other communication to the Vendor, shall be deemed to be a legal and sufficient service thereof upon the Vendor. The delivering at or the mailing to the Vendor's business address (written notice of which address shall be given to the Boston EMS Budget Director), or the delivering to the Vendor in person or to his authorized representative, of any notice, letter or other communication shall also be and shall be deemed to be legal and sufficient service thereof upon the Vendor.

8. VENDOR'S EXPENSE - All things required by the Contract Documents to be done, furnished and/or installed shall be done by the Vendor at its entire cost and expense, unless otherwise provided therein.

9. RIGHTS UNDER THIS CONTRACT - Permitting the Vendor to continue and finish the work or any part of it after the time established in the contract for its completion or after the date to which the time for completion may have been extended shall not operate as a waiver by the Boston Public Health Commission of any of its rights under this contract.

10. ACCURACY & COMPLETENESS OF WORK - The Vendor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the Boston Public Health Commission, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the firm, its officers, agents, employees in the performance of the contracted agreement.

11. FINANCIAL STATEMENTS – The Vendor shall provide their audited annual financial

statements for the last two years.

E. GENERAL PROVISIONS

1. **PROPOSALS** - Each proposal shall be submitted using the proposal form included herein. The proposal and all other required documents must be submitted in a sealed envelope clearly identified with the proposer's name and marked, " Proposal Enclosed for Boston EMS Treatment/Transport Billing and Collection Services," and shall be submitted no later than January 24, 2020, on or before 3:00PM to Boston EMS Headquarters Office, 785 Albany Street, 5th Floor, Boston MA 02118. Each proposal submitted shall constitute an irrevocable offer for a period of sixty (60) days following the proposal opening date.
2. **TAXES** – The Boston Public Health Commission is exempt from federal excise taxes (Federal Exemption No. E-043-316-655). Exemption Certificates will be provided, if requested, following award to the successful applicant.
3. **AWARDS** - Following review of all proposals by the Department and their recommendation to the Department of Administration and Finance, awards, if any, will be made to the best responsible proposer.
4. **LICENSING** - The successful proposer shall be registered and licensed to operate in the State of Massachusetts.
5. **NONCOLLUSION** - Proposers are prohibited from entering into any agreement, participating in any collusion or otherwise taking any action in restraint of a free competitive process in connection with this proposal.
6. **WORKING HOURS** - Boston EMS is a 24-7 operations, although the administrative offices maintain standard Monday through Friday 9AM to 5PM business hours. The Vendor shall be available to provide client support and customer service during these EST business hours.
7. **TRAVEL** - No paid traveling time will be allowed from the Vendor's location to the Boston EMS buildings.

F. SCOPE OF WORK

This section outlines the minimum contract requirements for emergency medical treatment/ transport billing, collection, and financial reporting services. The Vendor must assume responsibility for receiving and translating data from BPHC/Boston EMS electronic patient care reports into collectible accounts. This includes locating and billing emergency medical treatment/transport service recipients, individual and/or third-party clients, filing and collecting Medicare/Medicaid claims, filing and collecting private insurance claims and processing all payments. The Vendor will be required to collect delinquent accounts, resolve fee-related inquiries and complaints from emergency medical transport service recipients, provide copies of bills, support and process hardship requests, and provide performance reports. The Vendor shall be expected to provide analysis and expertise on all matters related to emergency medical treatment/transport billing and collection. Boston EMS is looking for financial analytic expertise, allowing for comprehensive reporting.

The Vendor shall be available to meet monthly with BPHC/Boston EMS to review collections for the month prior, performance reports and other pertinent issues.

1. BILLING

- 1.1 **ePCR INTERFACE** - By the date of implementation, the Vendor shall have an operational and reliable electronic patient care reporting (ePCR) billing interface in place with ESO, SafetyPAD, ePCR Software. BPHC/Boston EMS shall generate an electronic file for each patient care report to be billed. BPHC/Boston EMS shall make every attempt to generate these files daily, on a T-4 schedule. The Vendor must be prepared to receive these files via SSH.
- 1.2 **RECEIVING FACILITY DEMOGRAPHIC VALIDATION** – The Vendor will work with

all receiving facilities (including but not limited to hospitals) during the pre-implementation phase (and on an ongoing basis) to ensure patient demographic information, as entered by receiving facility personnel, are effectively matched against Boston EMS transport records. The data exchange shall include data points as defined by Boston EMS and occur 7 days from the date of the incident. The data exchange shall allow for updates to patient demographic information after the 7-day window. Where possible, the Vendor shall have access to medical records at the facility to further validate patient demographic information. While Boston EMS will facilitate the introductions, it is the responsibility of the Vendor to establish the data exchanges. The data fed from the receiving facility must include patient name, plan codes, insurance names, insurance address, ACO and MCO identifiers, Medical Record Number, Boston EMS incident number (if captured), with the option to add more fields, as defined by Boston EMS (at no additional cost to Boston EMS) The vendor will actively manage and monitor the data exchange with receiving facilities to optimize demographic accuracy and mitigate potential interruptions associated with system changes.

- 1.3 MODIFICATIONS** - It is the responsibility of the Vendor to modify its billing system at its own expense to capture the necessary data generated from the BPHC/Boston EMS ePCR software and support data exchange with receiving facilities. BPHC/Boston EMS shall not under any circumstances be required to modify its current system nor shall it authorize the Vendor to make any modifications to BPHC/Boston EMS' current system or receiving facility systems in order to satisfy the Vendor's requirements in response to this solicitation.
- 1.4 INSURANCE VERIFICATION** - The Vendor shall conduct any and all follow-up required to verify they have the appropriate insurance information for patients. The Vendor shall utilize resources available, including but not limited to the New England Healthcare Exchange Network (NEHEN), to support verification of patient insurance information. All costs for such services shall be covered by the Vendor.
- 1.5 DIAGNOSIS CODES** - The Vendor will verify medical necessity and diagnosis codes for accuracy before submission. The vendor will contact BPHC/Boston EMS with problem codes. The Vendor will be required to assist BPHC/ Boston EMS in maintaining and updating its master diagnosis code table. Any measures to streamline the coding process by restricting codes available for selection are discouraged.
- 1.6 INVOICE PROCESSING** - BPHC/Boston EMS expects that initial invoices will be processed within ten (10) business days of the date of service. All efforts shall be made to streamline the billing process, including data collection and validation, to support not only timely but also comprehensive and accurate billing.
- 1.7 RATES** - The Vendor shall prepare invoices according to the following: the rates established by BPHC/Boston EMS, the guidelines and procedures established by BPHC/Boston EMS in conjunction with the Vendor, and all applicable laws, rules and regulations.
- 1.8 CHARITY CARE** – The Vendor shall strive to identify patients who qualify for charity care, including enrollment in the Health Safety Net or qualification for a hardship waiver in the last year, to allow the account to be written off as Charity Care prior to billing the patient.
- 1.9 INVOICES** - Invoices for services rendered shall contain the following information: Account Number, Invoice Number, Date Issued, Name of Patient, Name of Responsible Party (if different from patient), Complete Patient Address, Date of Transport, Cost of Transport (including a cost breakdown), Amount Patient Owes (if applicable), Incident Number, Toll-free Billing Inquiry Telephone Number, URL for secure online payment, and appropriate messaging as approved by Boston EMS/BPHC.
- 1.10 INVOICE FILING** - The Vendor shall file invoices, electronically or by mail, to the appropriate parties including insurance companies, Medicare, Medicaid, and individuals, using a process approved by BPHC/Boston EMS. BPHC/Boston EMS shall approve all forms and correspondence. No changes will be made to the forms or correspondence without prior approval. BPHC/Boston EMS will work with the vendor to establish procedures for monitoring timeliness of filing.

1.11 RECORD ACCESS – The vendor shall provide Boston EMS with access to view the status of patient claims status. All third party (i.e. law office) invoice record requests shall be handled by the vendor using ChartSwap as the platform for record sharing.

2. COLLECTIONS

2.1 REQUESTS FOR INFORMATION - To determine payer status, the Vendor may send Requests for Information (RFI), invoices and additional mailings to ensure the correct insurance information is collected and patients are aware of the portion of the bill they are responsible for. In addition to mail, the billing company may contact the patient by phone. All communication must be in alignment with language reviewed and approved by BPHC/Boston EMS.

2.2 INVOICING CYCLE - The Vendor's collection procedures shall include a 120-day invoicing cycle. After the initial invoice, the Vendor shall forward statements on a thirty (30), sixty (60), ninety (90) and one hundred and twenty (120) calendar day follow-up basis with progressive pre-collection language. Between the first and second statement, the Vendor shall initiate a call to the patient to verify insurance and inform them of Boston EMS' compassionate billing options, including hardship waivers and payment plans, as appropriate. Boston EMS does not currently use a collection agency for delinquent accounts. The language of the invoices and phone call scripting shall be subject to review and approval of BPHC/Boston EMS. All invoices should be developed using an algorithm to specifically inform patients of any missing information that might be hindering the ability to process a bill. If the insurance company is underpaying their obligated portion of the bill, the Vendor will include a letter, advising the patient accordingly.

2.3 CLAIMS RESOLUTION - The Vendor shall be responsible for follow-up on each medical claim rejected by an insurance provider (Medicare, Medicaid, commercial carriers, etc.). The Vendor shall be responsible for contacting insurance providers by telephone, mail, and/or fax in order to resolve each rejected claim on a claim-by-claim basis. The Vendor shall be responsible for furnishing insurance providers with all requested patient information, medical information, medical documentation, and resubmission of a rejected claim. On a monthly basis, the Vendor will prepare and deliver a written report to BPHC/Boston EMS for all rejected claims detailing the reason for rejection and provide documentation on each claim resubmitted.

2.4 LOCKBOX - The Vendor shall have all payments electronically forward to a designated BPHC/Boston EMS bank account. All payments for BPHC/Boston EMS shall be made to a secure lockbox.

2.5 COMPASSIONATE BILLING - Boston EMS, as the City of Boston's municipal pre-hospital provider, strives to ensure patients' ability to pay does not impact their decision to call 9-1-1 during a medical emergency. The Vendor shall coordinate hardship applications, payment plans and discount options for uninsured patients, in accordance with guidelines set forth by BPHC/Boston EMS.

2.6 OVERPAYMENT - The Vendor shall notify BPHC/Boston EMS of any account overpayment on a monthly basis. Notification shall be delivered electronically. The notification shall include the following information: the patient's name, patient's address, date of service, incident number, insurance provider, amount to be refunded, name and address of individual/company receiving refund, and reason overpayment occurred. The Vendor shall process all refunds and overpayments in a timely manner approved by BPHC/Boston EMS. To facilitate prompt payment, the Vendor shall pay refunds to patients directly and request repayment from Boston EMS monthly.

3. CUSTOMER SERVICE

3.1 CALL CENTER - The Vendor shall provide Customer Service Representatives (CSRs), available 8:00 A.M. to 5:00 P.M. EST, Monday through Friday, except for federal holidays, to assist patients, their representatives and third-party payors in all billing inquires in a timely and

courteous manner. Customer calls will be facilitated through an “800” exchange dedicated to Boston EMS. The toll-free number and the Vendor’s website address shall be posted on all communications sent to patients and other third-party payors. BPHC/Boston EMS prefers Vendors that can communicate in multiple languages to serve patients whose primary language is not English. The call center shall have systems in place to mitigate any potential disruption. BPHC/Boston EMS shall be notified immediately of any service disruption.

- 3.2 SCRIPTS** - All scripts and protocols for answering and placing telephone calls shall be agreed upon prior to the commencement of the Contract between the Vendor and BPHC/Boston EMS. A record of telephone calls and contacts shall be maintained and shall be available upon request.
- 3.3 CALLS TO PATIENTS** – BPHC/Boston EMS will look favorably on Vendors who have the capacity to place a live call to patients with self-pay responsibility, to verify insurance status and review Boston EMS’ compassionate billing options.
- 3.4 SATISFACTION SURVEY** - A patient satisfaction survey shall be included in the invoice mailing with a return, postage paid envelope addressed to the Vendor. BPHC/Boston EMS will provide said survey, which is expected to be no more than two single-sided pages in length and of a size not to exceed 8.5” x 11”. The Vendor will be responsible for all costs associated with mailing the survey. The Vendor will review, assess, and report on the results of the patient satisfaction survey. Proposals should also include an option for submission of customer satisfaction survey via on-line form. All survey comments and aggregate survey results shall be recorded by the Vendor and sent to Boston EMS on a monthly basis.
- 3.5 COMPLAINTS** - The Vendor shall provide BPHC/Boston EMS with a copy of all letters of complaints within two (2) business days of receipt, and indicate what action was taken to achieve an acceptable resolution.
- 3.6 ONLINE ACCESS** - The Vendor shall provide patients with online access to their accounts, so they can review their account information and make secure payments via the Vendor’s website.
- 3.7 THIRD PARTY BILL REQUESTS** – The Vendor shall support all third-party requests for copies of patient bills. The Vendor shall use the same platform as Boston EMS to support processing such requests. Boston EMS currently uses ChartSwap for this purpose.

4. REPORTING

- 4.1 ONLINE ACCESS** - The Vendor must provide BPHC/Boston EMS access to all billing and collection data via a secure web-based interface. The Vendor shall provide BPHC/Boston EMS the ability to track individual accounts throughout the billing process, from the electronic posting of the billing file on the BPHC/Boston EMS secure server to receipt of payment.
- 4.2 DASHBOARD** – The Vendor shall create an online dashboard for members of BPHC/Boston EMS to view designated key performance indicators and timely revenue updates.
- 4.3 REPORTING** - At a minimum and within the time frames specified, the Vendor shall be required to submit the reports detailed below to BPHC/Boston EMS. This list is not all-inclusive, and BPHC/Boston EMS reserves the right to change the reporting requirements at any time. The reports described below may be combined if the Vendor believes an alternative format is superior, however all information requested below must be captured. Sample reports should be included with the proposal. The Vendor shall also describe and provide examples of any additional reports it believes may enhance BPHC/Boston EMS’ understanding of the billing and collection process.
- 4.4 PROVISION OF REPORTS** – Reports of the types described below must be provided to the BPHC/Boston EMS in a timely manner. Reports should be submitted electronically via a secure email delivery system. Reports should be provided in a printer-friendly MS Excel format and/or as PDF documents when requested. The Vendor is also required to submit quarterly and yearly performance reports summarizing the information presented in the monthly reports. Reports shall be provided on the 10th calendar day of the subsequent month, quarter or year.

- 4.5 ANNUAL & MONTHLY MEETINGS** – Vendor shall coordinate an on-site (at Boston EMS headquarters) monthly meeting during a timeframe of approximately 7-10 days after the provision of the report, to review reports, trending and additional pertinent matters concerning transport billing. Vendor attendees shall include the client manager (in-person) and other relevant parties (in-person or via teleconference). The client manager shall bring copies of the monthly PDF report for distribution to BPHC/Boston EMS attendees. The July meeting shall be extended to serve as an annual review meeting, reviewing the prior and future year of transport billing.
- 4.6 AS NEEDED REPORTING** - BPHC/Boston EMS may require additional reports on an as-needed basis. Reports may need to be modified periodically depending on specific issues or needs that arise. The Vendor shall specify the process to add/change or delete specific reports.
- 4.7 MONTHLY PDF REPORTS** – The following reports shall be provided as a standard PDF report package provided on a monthly basis to the designated BPHC/Boston EMS team:
- 4.7.1 COVER PAGE**
 - 4.7.2 TABLE OF CONTENTS**
 - 4.7.3 CLIENT MANAGER REPORT** – All relevant issues, anomalies, meeting discussion topics, updates and items of note to discuss during meeting.
 - 4.7.4 (1) MONTH SUMMARY REPORT** –include relevant account balance, billing, collections, adjustments, and balance for the month.
 - 4.7.5 (2) EXECUTIVE SUMMARY REPORT** - Including, by month, transport volume (ALS, BLS & Total), charges (avg per transport charge, gross charges), collections (gross, adjustments (refunds, recoups & total adjustments) & net collections), collection rates based on date of service (gross collection rate (GCR), net collection rate (NCR), & gross collection per transport), accounts receivable (ending AR, days in AR, %AR >120 days), credit balance, adjustments (bad debt, collections, contractual, & total). This should provide a 12-month look-back by month for each category, with a 12-month total, current FYTD total, Previous FYTD total, current 12-month average, previous 12-month average and variance.
 - 4.7.6 (3) FISCAL YEAR REVENUE** – 12-month revenue summary organized by deposit month and month of service shown in dollars.
 - 4.7.7 (4) TRANSPORTS BY PAYER TIER** – transport by primary payer tier (Tier 1: local HMO/PPO, Tier 2: National HMO/PPO, Tier 3a: Medicaid – ACOs & MCOs, Tier 3b: Medicaid - MassHealth, Tier 4: Medicare, Tier 5: Other government, Tier 6: Self-pay, and total), broken down by month for the current and prior (full) fiscal year. The report should present this information in two charts, as a percentage and as the number of transports (this report should be updated monthly for all months, to reflect the most current payers). Each fiscal year should be presented separately with totals and averages.
 - 4.7.8 (5) GROSS COLLECTIONS BY PAYER TIER** – net collections by primary payer tier (Tier 1: local HMO/PPO, Tier 2: National HMO/PPO, Tier 3a: Medicaid – ACOs & MCOs, Tier 3b: Medicaid - MassHealth, Tier 4: Medicare, Tier 5: Other government, Tier 6: Self-pay, and total), broken down by month for the current and prior (full) fiscal year. The report should present this information in two charts, as a dollar figure and as a percentage of the total.
 - 4.7.9 (6) AR AGING BY MONTH** – accounts receivable broken down by month by current, 30, 60, 90, 120, 150, 180 and 210 days.
 - 4.7.10 (7) AR AGING BY PAYER** – presented in dollars, grouped by tier, showing top 5 payers in each tier and ‘all others’, showing current, 30, 60, 90, 120, 150, 180, and 210 days, total AR \$, % by total AR, % over 120.
 - 4.7.11 APPENDIX TITLE PAGE**
 - 4.7.11.1 (8) KEY PERFORMANCE TRENDS** – Including information for the following: transports, gross charges, gross charges per transport, gross

collections, gross collections per transport, net collections, net collections per transport, GCR, NCR, contractual adjustments, net bad debt, days in AR, % AR>120 days, broken down as follows: current month (month, 6 month average, % variance), comparative rolling quarter (prior year same quarter, prior quarter, current quarter, % variance current vs previous year, % variance current vs previous quarter), fiscal year to date (FYTD prior year, FYTD current year, % variance), fiscal year over year (prior full fiscal year totals, % variance), fiscal year (run rate & % variance run rate vs previous fiscal year).

- 4.7.11.2 **(9) RUN RECONCILIATION REPORT** – by month for two fiscal years provide transports extracted from ePCR application, billable transports, EMS coding status: not medically necessary, completed, duplicate run, exported, non-transport, returned for review, EMS coding matches, and difference.
- 4.7.11.3 **(10) TRANSPORT HISTORIC LEVEL OF COMPARISON** – four-year look-back (current and prior 3 fiscal years) of billable transports by month of service, by service level (with ALS counts broken down by transports, assessments & Advanced EMT) presented as counts with fiscal year average percentages and totals. Most current fiscal year should have this information presented as a percentage by month as well.
- 4.7.11.4 **(11) GROSS COLLECTION RATE YIELD** – by date of transport, shown as percentage, the GCR for each month and each tier, including 2 fiscal years, and averages for each fiscal year.
- 4.7.11.5 **(12) NET REALIZABLE VALUE** – based on GCR, gross charges and net realizable value, by payer tier, shown by month for fiscal year and fiscal year to date totals.
- 4.7.11.6 **(13) PROJECTIONS VS ACTUALS** – net collections reported by month, including original and current projections, actual collections and variance.
- 4.7.11.7 **(14) FISCAL YEAR NET REVENUE SUMMARY BY DEPOSIT DATE** All historic transport revenue by deposit month, by fiscal year, dating back to fiscal year 2009.
- 4.7.11.8 **(15) DENIALS BY TIER & CATEGORY** – provide denials by denial category for top 5 payers within each tier.
- 4.7.11.9 **(16) DENIALS BY SITE & CATEGORY** – charts with denials by receiving facility for each denial category, shown as counts and percentage.
- 4.7.11.10 **(17) DAYS IN AR BY PAYER** – top 5 payers for each tier, showing ending AR for the month, average days in AR, benchmark days in AR, and variance.
- 4.7.11.11 **(18) CHARGE (BILLING) LAG** – two fiscal years of average charge lag by month and average charge lag by receiving facility.
- 4.7.11.12 **(19) SELF-PAY PERFORMANCE** – True self-pay payments, charges and collection percentage, by month for the fiscal year, as well as self-pay after insurance payments, charges and collection percentage by month.
- 4.7.11.13 **(20) SUMMARY OF BAD DEBTS/COLLECTION/CONTRACTUAL ADJUSTMENTS** – provide detail by month, by category in dollars for bad debt, collection adjustments and contractual adjustments.
- 4.7.11.14 **CHARGE PAYMENT ANALYSIS BY TIER** – report for all accounts and by payer tier.
- 4.7.11.15 **BOSTON EMS RATES** – current rates, Medicare allowable and Medicaid allowable rates.

4.8 MONTHLY EXCEL REPORTS – The following reports, and any others determined by BPHC/Boston EMS shall be provided as a standard excel report package provided on a monthly basis to the designated BPHC/Boston EMS team:

- 4.8.1 **FISCAL YEAR REVENUE** – all historical month's revenue summary organized by deposit month and month of service shown in dollars.

6. **AR MANAGEMENT** – The vendor will work with BPHC/Boston EMS to support review of AR aging and develop a shared approach for AR management. Vendor will report on AR performance metrics.
7. **CLIENT MANAGER** – BPHC/Boston EMS shall have a dedicated client manager with experience in EMS billing and expertise in financial analysis and report generation, as well as a full understanding of all procedures, trends and issues associated with the billing and collection process for BPHC/Boston EMS. The client manager shall work with multiple point persons at BPHC and Boston EMS to ensure all stakeholders have the information they need. The client manager will monitor all aspects of the billing and collection process to identify unusual trends and deviations from established benchmarks and thresholds.
8. **STAFFING & RESOURCES** – The Vendor shall ensure all components of the billing and collections process are adequately staffed, have necessary industry leading resources and that protocols are established for personnel to optimize billing. Any vacancies in staffing shall be communicated to BPHC/Boston EMS with the potential impact to services and a plan for filling the position(s).
9. **SYSTEMS** – All systems used to support EMS billing and collections shall be industry leading in their ability to support the most accurate, complete and efficient procedures.

G. CONTENTS OF THE PROPOSAL & REQUIREMENTS

As part of their Proposal preparation, Proposers shall bear the burden of thoroughly and carefully explaining how their proposal best meets the requirements of BPHC/Boston EMS. This specification sets forth minimum capacity and performance, requirements. Proposers may offer a Proposal which exceeds the minimums set forth in this document. Proposers may suggest different business terms and conditions provided that their Proposal references the difference as an “exception.”

- 1.1 **TITLE PAGE** - The proposal shall include a title page showing the company’s name, contact person and title, address, and contact information.
- 1.2 **TRANSMITTAL LETTER** - The signed transmittal letter shall include statements referencing the following points: the company’s history, understanding of the services required, benefits they bring to the project, the commitment to perform the services as requested in this RFP within the scheduled timeframe, summary of the cost of service fee(s) to be charged for the work, a statement that such fees are fixed, complete and inclusive, the name of the individuals who will be authorized to make representations on behalf of the firm (titles, addresses, emails and telephone numbers) and that the signatory of the transmittal has authority to bind the firm. Any sub consultants/engineers or subcontractors must also be included with the same detail, with documents added as addenda to the RFP.
- 1.3 **UNDERSTANDING OF THE SCOPE OF WORK**
 - a) Proposer shall submit a concise narrative demonstrating the proposer’s clear understanding of the objectives and key features of the proposal, addressing all items outlined in the Scope of Work section of this document.
 - b) Proposer should describe their product and additional features, resources or tools which would be made available to BPHC/Boston EMS and serve to maximize collections, recognizing that BPHC/Boston EMS does not use a collection agency.
 - c) Describe the firm’s process for minimizing and handling denial of any claims for the various payer tiers.
 - d) Outline the Firm’s HIPAA Compliance Program.

- e) Describe and provide policies and procedures that outline how the BPHC/Boston EMS account shall be monitored to assure productivity, accuracy and compliance.
- f) BPHC/Boston EMS requires that multiple letters/invoices be sent requesting payment for transports. Provide sample copies of such letters that the firm sends on behalf of other clients similar in size and scope of BPHC/Boston EMS. Outline any additional communication tools, such as automated phone calls, live calls, or texts, including sample scripts.
- g) Provide copies of the Firm's standard monthly reports and samples of other reports prepared for the Firm's clients similar in size and scope of BPHC/Boston EMS.
- h) Describe in detail the Firm's ability to adapt to and comply with the data security and technology requirements.
- i) Describe how Vendor handles customer service and provide information on any policies/procedures and training programs in place that are designed to ensure excellent customer service. Include the vendor's current customer complaint and resolution process.
- j) Describe how the vendor will provide on-site client training on systems and reporting.
- k) Describe how the vendor will set up a web-based dashboard for BPHC/Boston EMS (if available).
- l) Detail any assumptions the vendor has made in preparing the proposal;
- m) Include any other services not identified in the Scope of Work.
- n) Indicate any exceptions to the required Scope of Services and responsibilities set forth.

1.4 DESCRIPTION & QUALIFICATIONS - A brief narrative describing the vendor and affirming the following qualifications:

- a) Vendor shall affirm that it has been in business, providing similar systems, for a period of at least ten [10] years.
- b) Describe the vendor's evolution in EMS billing.
- c) Vendor shall list five (5) urban 911 EMS' they are currently providing billing and collection services for, with call volume, average charge, payer tier breakdown, and gross collection rate by each payer tier.

1.5 BILLING INFORMATION FOR THREE LARGEST EXISTING CLIENTS – See attached form, which may be filled in or replicated in another format, as long as all required data is included.

1.6 WORK PLAN AND METHODOLOGY - The proposal should be clear and concise with a methodology and corresponding task list that details the necessary steps and timeline for implementation.

1.7 EMS & HOSPITAL REFERENCES - Provide a minimum of three (3) and a maximum of five (5) selected references from current comparable 911 EMS' for which the vendor is providing transport billing and collection services. Name, title, phone and email shall be included for each reference. AND, provide at least three (3) hospitals with which the firm currently has a demonstrated track record of facilitating the transfer of billing related information.

1.8 STAFF – Provide an organizational chart of the vendor. Include in the chart, the names, job titles, office locations for staff to be assigned to BPHC/Boston EMS. Provide resumes for staff members to be assigned to BPHC/Boston EMS and describe relevant experience and credentials. Indicate the staff person (if known) who will serve as the client manager for BPHC/Boston EMS. This person will be the point of contact for all activities on the account and will be responsible for making sure that all items for the contract are executed according to the terms established. List any and all staff changes necessary to accommodate BPHC/Boston EMS as a client. List the job titles and experience requirements for staff additions, if necessary. Include any positions/functions that would be subcontracted. Describe how the firm transitions responsibilities when a staff member terminates employment or is on extended leave.

1.9 LEGAL DISCLAIMERS – Provide the following

- 1.9.1** Make a statement indicating that the Vendor has never lost an account due to concerns of improper billing practices, accusations or client concerns of fraud as defined by Centers for Medicare and Medicaid Services (CMS) and other applicable Federal or State Authorities.
 - 1.9.2** Make a statement indicating that no member of the Vendor’s staff has been accused, disciplined charged, and/or convicted of fraud, theft, deception, unethical business practices, and/or illegal business practices.
 - 1.9.3** Provide information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has found fault, held proceedings or ruled against the proposer in any matter related to the professional activities of the proposer. Similar information shall be provided for any current or pending litigation or proceeding.
 - 1.9.4** Indicate whether the Vendor has had a contract terminated in the last five (5) years and describe the nature and circumstances.
 - 1.9.5** Provide a statement explaining any name changes for the Vendor in the past five (5) years and current or foreseeable merger or acquisition activity.
 - 1.9.6** Outline policies for ensuring compliance with Medicare/Medicaid policies, procedures and directives, as well as HIPAA and its regulations. Include a listing of past/present penalties/findings arising from noncompliance with Medicare/Medicaid or HIPAA and their resolution. If the Vendor has no penalties/findings, please indicate.
- 1.10 CONFLICT OF INTEREST STATEMENT** - A statement to the effect that the selection of the proposer shall not result in a conflict of interest with any other party which may be affected by the work to be undertaken. Should any potential or existing conflict be known by a proposer, said proposer must specify the party with which the conflict exists or might arise, the nature of the conflict, and whether or not the proposer would step aside or resign from the engagement or representation creating the conflict.
- 1.11 COMPLETED COST PROPOSAL** – Include a complete cost proposal.
- 1.12 PROOF OF INSURANCE** – Proposer shall submit proof of insurance as referenced in the ‘Insurance Requirements’ section of this RFP.
- 1.13 W-9** – Include a completed and signed [W-9](#) with proposal package.
- 1.14 FINANCIAL STATEMENTS** – Provide the vendor’s audited financial statements for the last two years.
- 1.15 STANDARD BPHC CONTRACT** – Letter indicating agreement to sign the [BPHC standard contract](#) as written, if selected.

H. SUBMISSION OF PROPOSAL

The proposal must be received in a sealed envelope to BPHC/Boston EMS via registered mail, courier, or hand delivery no later than: **3:00 PM, Friday, January 24, 2020, NO EXCEPTIONS TO THIS DEADLINE.**

- a) Do not bind proposals.
- b) Proposal package must include one original proposal signed in blue ink (on 8 ½ by 11” size paper, single sided), two (2) printed copies of the proposal, and a PDF file of proposal on a USB flash drive.
- c) Proposals must include a signed checklist and all components outlined in the checklist
- d) The proposal package must be sent to: Boston EMS, Attention: Laura Segal, 785 Albany Street, Boston, MA 02118.
- e) Clearly mark each envelope with the Company Name and Address, as well as “Boston EMS Treatment/Transport Billing and Collection Services”
- f) There will be no public opening for this RFP

The responsibility for submitting an RFP to Boston EMS on or before the stated time and date will be solely and strictly the responsibility of the proposer. BPHC/ Boston EMS will in no way be responsible for delays caused by the United States Mail service or caused by any other occurrence.

I. EVALUATION COMMITTEE

The proposals will be evaluated by a committee including members of the Boston Public Health Commission Administration, Finance Office and Boston EMS.

J. REQUEST FOR INFORMATION

Questions concerning this RFP are due in writing by 5:00 PM on December 20, 2019 to Laura Segal at segal@bostonems.org. Responses to written questions will be posted on www.bphc.org/RFP by Friday, January 10, 2020.

K. SELECTION PROCESS

1. Once each member of the Selection Committee has evaluated each proposal and submitted a completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of the highest rated proposals in descending order. The Selection Committee may request additional submittals and may conduct interviews with only the top ranked Vendors. The interview process will take place in two stages consisting of an oral presentation by the Vendor followed by a question and answer period conducted by the Selection Committee. The Vendors selected to participate in the interview process will be given equal time to make presentations.
2. The Selection Committee shall select one (1) Vendor as the "Most Advantageous Responsible and Responsive Proposer". Information and/or other factors gathered during interviews, negotiations, or any reference checks, in addition to the proposal submitted, shall be utilized in the final award decision.

L. AWARD AND IMPLEMENTATION

1. **AWARD** - BPHC/Boston EMS will endeavor to negotiate a Contract with the successful proposer within thirty (30) days of the Notice of Award. In the event that a mutually agreeable Contract cannot be negotiated with said Vendor, BPHC/Boston EMS will then enter into contract negotiations with the next highest rated Vendor, and so on until a mutually agreeable contract can be negotiated.
2. **IMPLEMENTATION** - The Contract shall commence on July 1, 2020. The Vendor shall take necessary measures to ensure immediate account processing on the contract start date. The Vendor will work in conjunction with BPHC/Boston EMS' current service provider to ensure a smooth transition. BPHC/Boston EMS' existing service provider shall be responsible for all billing and collection functions for all accounts with service dates preceding the commencement of the Contract and will process those accounts for up to four (4) months. After four (4) months, BPHC/Boston EMS's existing service provider shall transfer the remaining accounts to the Vendor.

M. TRAINING

1. The Vendor will provide training on its billing and collection system to approximately fifteen (15) administrative and management staff. The Vendor shall provide an initial "hands-on" training at the commencement of the Contract Term and shall provide follow-up training upon request. Training dates will be based upon an agreed timeline; Boston EMS will provide final approval of training dates, to ensure adequate attendance.
2. The client manager shall be available to provide annual training to Boston EMS personnel to support documentation compliance.
3. The billing company will sponsor an annual HIPAA training for all Boston EMS personnel by a licensed Massachusetts law firm to be mutually agreed upon.

N. PROPOSAL REQUIREMENTS/EVALUATION CRITERIA

Proposals will be evaluated according to the following criteria. The Boston Public Health Commission reserves the right to reject any/and all proposals received and to award the contract for project services to the firm or firms which the Boston Public Health Commission believes will offer the best value on this project.

EVALUATION CRITERIA	POINTS
Qualifications of Firm - Strength and stability of the firm; technical competence of firm and key personnel (and sub-contractors); logic of project organization; adequacy of labor commitment.	0-10
Related Experience - Experience in successfully providing services similar to those requested herein; experience working with comparable services; assessment by client references.	0-25
Completeness of Response - Ability to meet the Scope of Services and maximize revenue. Completeness of response in accordance with RFP instructions; exceptions to or deviations from the RFP requirements; inclusion of required features.	0-40
Reasonableness of Cost and Price Point - Reasonableness of the firms quoted price; basis on which prices are quoted.	0-25
MAXIMUM POINTS:	100

PROPOSAL SUBMISSION CHECKLIST

For Inclusion with Proposal

Do **not** bind proposals. Submit the following; one original proposal signed in blue ink, two copies and a PDF file of proposal on a USB flash drive with all required information, following in the order outlined below. The following format and sequence should be followed to provide consistency in proposer response and ensure each proposal receives full and fair consideration. All pages should be consecutively numbered. Refer to section *G. Contents of the Proposal and Requirements* for additional detail pertaining to contract documents.

Check When Complete	Contents of Proposal Documents	Signature Required where X
<input type="checkbox"/>	Proposal Submission Checklist	X
<input type="checkbox"/>	Title Page	-
<input type="checkbox"/>	Transmittal Letter	-
<input type="checkbox"/>	Understanding of Scope of Work	-
<input type="checkbox"/>	Description & Qualifications	-
<input type="checkbox"/>	Billing Information for 3 Largest Existing Clients	-
<input type="checkbox"/>	Work Plan and Methodology	-
<input type="checkbox"/>	References	-
<input type="checkbox"/>	Staff	-
<input type="checkbox"/>	Legal Disclaimers	-
<input type="checkbox"/>	Conflict of Interest Statement	-
<input type="checkbox"/>	Completed Cost of Proposal	X
<input type="checkbox"/>	Proof of Insurance (liability and professional liability)	-
<input type="checkbox"/>	W-9 Form	X
<input type="checkbox"/>	Financial Statements	-
<input type="checkbox"/>	Standard BPHC Contract Letter	-
Additional Attachments		
	All numbered addenda (if applicable)	X

Failure to submit all of the above information may result in disqualification from the review process.

Signature

Date

BILLING INFORMATION FOR THREE LARGEST EXISTING CLIENTS
 FY19 (July 1, 2018 to June 30, 2019) Annual Information

	Client One				Client Two				Client Three			
Client Name & Location:												
Allowable Rates (BLS/ALS1/ALS2):												
Client Uses Collection Agency (yes/no):												
Payer Charges To:	BLS		ALS		BLS		ALS		BLS		ALS	
	# of Claims Billed	Gross Collection Rates*	# of Claims Billed	Gross Collection Rates*	# of Claims Billed	Gross Collection Rates*	# of Claims Billed	Gross Collection Rates*	# of Claims Billed	Gross Collection Rates*	# of Claims Billed	Gross Collection Rates*
Tier 1: Local Commercial												
Tier 2: National Commercial												
Tier 3: Medicaid												
Tier 4: Medicare												
Tier 5: Other Government												
Tier 6: Self Pay												
Total												