

MARCIA A. LECLERC  
MAYOR

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

(860) 291-7270

FAX (860) 282-4857

PURCHASING DEPARTMENT

WWW.EASTHARTFORDCT.GOV

**TOWN OF EAST HARTFORD, CT  
INVITATION TO BID**

BID #16-04

RE: R.F.P. – EMS Billing Services for the East Hartford Fire Department

Proposals will be received at the Office of the Purchasing Agent, Town Hall,  
740 Main Street, East Hartford, Connecticut, 06108 until Wednesday, July 15, 2015  
at 11 a.m. at which time they will be publicly opened and recorded.

Information and Specifications are available at the above office or on the Town of  
East Hartford bid's website at **<http://www.easthartfordct.gov/bids>**

The right is reserved to reject any or all bids when such action is deemed to be in the  
best interest of the Town of East Hartford, Connecticut

Michelle A. Enman  
Purchasing Agent  
(860) 291-7271

## TOWN OF EAST HARTFORD, CT.

### STANDARD INSTRUCTIONS FOR PROPOSAL

1. Sealed proposals will be received by the Purchasing Agent until the date and time specified on the title sheet. Proposals received later than the date and time specified will not be considered and will be returned unopened. **Proposals will not be accepted via fax or e-mail.**
2. All proposals will be opened and recorded and are subject to public inspection. Firms may be present or be represented at all openings.
3. Municipalities are exempt from any sales, excise or federal taxes. Fees must be exclusive of taxes and will be so construed.
4. The Town of East Hartford reserves the right to reject any or all proposals or any part of any or all proposals and to waive any informality when such action is in the best interest of the town and also reserves the right to extend an awarded proposal by mutual consent and negotiate any terms, conditions and prices if it is in the best interest of the town.
5. Firms should familiarize themselves with the items and/or conditions set forth in the Request for Proposal specifications. Failure to be informed will not be accepted as an excuse from fulfillment of the requirements.
6. In case of an error in the extension or addition of prices, the unit price will govern. The Town will not be subject to any price increases after an award if not part of the original proposal terms.
7. For professional services - a selected town committee will evaluate all responses and make a recommendation to the Mayor. **If deemed necessary** by the committee, an interview may be required as part of the selection process.
8. Please include a corporate resolution with your submittal. Sample formats for Corporations and Professional Corporations, Limited Liability Company and Partnerships (including Limited Partnership and Limited Liability Partnership) are attached in this packet.
9. Per Town Ordinance Sec. 10-10 (d): The Town shall not award a bid to any bidder who owes a delinquent tax to the Town. Bidders certify by virtue of their signature on the bid sheet that neither the bidder nor any business or corporation in which the bidder owns and interest is delinquent in tax obligations to the town.
10. The bidding entity is required to provide evidence from the Connecticut Secretary of State that they are in good standing and qualified to conduct business in the State of Connecticut.



# **INSURANCE REQUIREMENTS**

## **A CERTIFICATE OF INSURANCE WILL ONLY BE REQUIRED OF THE AWARDED BIDDER**

### **INSURANCE INDEMNIFICATION CLAUSE**

The Town of East Hartford, CT is to be named as an “**additional insured**” and an additional insured policy endorsement must be submitted with the certificate of insurance and the nature of the project is to be stated on the certificate.

### **INDEMNIFICATION**

**AGENCY** agrees to indemnify and hold the Town of East Hartford, CT harmless against and from any and all claims by or on behalf of any person arising from or in connection with:

A: Any act, error, omission, negligence or fault of **AGENCY** or any of its agents, servants, employees and sub-contractors.

B: Any accident, injury or damage whatsoever caused to any person occurring during the performance of this contract.

Further, the **AGENCY** agrees to indemnify and hold harmless the Town of East Hartford, CT against and from all reasonable costs, counsel fees, expenses and liabilities incurred in or with respect to any such claim and any action or proceeding brought thereon; and in any case any action or proceeding shall be brought against the contractor by reason of any such claim, contractor upon notice from the Town of East Hartford, CT agrees to resist and defend such action proceeding, unless **AGENCY** causes the same to be discharged and satisfied.

#### **A. GENERAL REQUIREMENTS**

The **AGENCY** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **AGENCY** obligations under this contract with an insurance company(ies) with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of East Hartford, CT

The insurer shall provide the Town of East Hartford, CT with **Certificates of Insurance signed by an authorized representative of the insurance AGENCY(ies)** prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of East Hartford, CT written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage. Such insurance or renewals or replacements thereof shall remain in force during the **AGENCY** responsibility under this contracts.

The **AGENCY** at the **AGENCY’S** own cost and expense, shall procure and maintain all insurance required and shall name the Town of East Hartford, CT as Additional Insured on all contracts, except Workers’ Compensation and Professional Errors & Omissions coverage’s.

B. SPECIFIC REQUIREMENTS:

1) Workers' Compensation Insurance

The **AGENCY** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with Limits of:

\$100,000 Each Accident  
\$500,000 Disease, Policy Limit  
\$100,000 Disease, Each Employee

2) Commercial General Liability Insurance

The **AGENCY** shall carry Commercial General Liability Insurance (Insurance Services Officer Incorporated Form CG-0001 or equivalent). As per occurrence limit \$1,000,000 is required. The Aggregate Limit will be not less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

3) Business Automobile Liability Insurance

The **AGENCY** shall carry Business Automobile Liability Insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of \$1,000,000 is required. "Auto Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. **OTHERS: PROFESSIONAL SERVICES – ARCHITECTS, ENGINEERS, ET AL.**

The **AGENCY** shall carry Errors & Omissions coverage in the amount \$1,000,000 per occurrence for all **professional services contracts only**. If the insurance coverage is written on a claims made basis, an extended reporting period of at least 3 years after substantial completion of the project is required.

The Town reserves the right to amend amounts of coverage required and type of coverage provided based on work or service to be performed.

D. SUBCONTRACTOR'S REQUIREMENTS:

The **AGENCY** shall require its subcontractors and independent contractors to carry the coverages set forth in section B and C above and will obtain appropriate Certificates of Insurance before the subcontractors and independent contractors are permitted to begin work.

The **AGENCY** shall require that the Town of East Hartford, CT be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work.

The **AGENCY** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of East Hartford, CT, and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

RESOLUTION FOR CORPORATIONS AND PROFESSIONAL CORPORATIONS  
(required)

(TO BE TYPED ON CORPORATION LETTERHEAD PAPER)

I \_\_\_\_\_, Secretary of \_\_\_\_\_  
(Name of Corporation's Secretary) (Legal name of Corporation)  
a Corporation duly organized and operating under the laws of \_\_\_\_\_ and  
(State)

Qualified and authorized to do business in the State of Connecticut, DO  
HEREBY CERTIFY that the following is a true, correct and accurate copy of a  
Resolution duly adopted at a meeting of the Board of Directors of such  
Corporation, duly convened and held on \_\_\_\_\_, at which meeting  
a duly constituted quorum of the Board of Directors was present and voted in  
favor of such Resolution. I further CERTIFY that such Resolution has not been  
modified, rescinded or revoked since the date on which it was enacted, and it is  
at present in full force and effect:

RESOLVED: That the following Officers of this Corporation, or any one  
them: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_,  
(Name and title of Officer or Officers)  
is empowered to execute and deliver in the name and on behalf of this  
Corporation contracts, bids and other documents to the Town of East Hartford, State of  
Connecticut, and are further authorized to affix the Corporate Seal to such documents and to  
bind the Corporation to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned has affixed his/her signature and the  
Corporate Seal of the Corporation, this \_\_\_\_\_ day of \_\_\_\_\_.

(Affix Corporate Seal Below)

\_\_\_\_\_  
(Typed name of Corporation's Secretary)

\_\_\_\_\_  
SIGNATURE OF SECRETARY

Resolution for Limited Liability Company (required)  
(TO BE TYPED ON LIMITED LIABILITY COMPANY LETTERHEAD PAPER)

The undersigned, all of the members [or, if applicable, the managing member] of

\_\_\_\_\_ (legal name of LLC)  
A Limited Liability Company duly organized and operating under the laws of \_\_\_\_\_ and \_\_\_\_\_ (State)  
qualified and authorized to do business in the State of Connecticut, DO

HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the Members of such Limited Liability Company, duly convened and held on \_\_\_\_\_, at which meeting a duly constituted quorum of the voting Members was present and voted in favor of such Resolution. We further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following Members of this Limited Liability Company, or any one them: \_\_\_\_\_

\_\_\_\_\_,  
(Name and title of Members)  
is empowered to execute and deliver in the name and on behalf of this Limited Liability Company, contracts bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to seal to such documents and to bind the Limited Liability Company to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned have executed this resolution, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have all necessary parties sign and indicate their name and title, such as member, managing member etc..

Resolution for Partnership (including Limited Partnership and Limited Liability Partnership)  
(required)

(TO BE TYPED ON PARTNERSHIP LETTERHEAD PAPER)

The undersigned, all of the partners (or, if a Limited Partnership, all of the general partners, or if a Limited Liability Partnership, all of the partners) of \_\_\_\_\_, a partnership (or, if applicable, a Limited Partnership or Limited Liability Partnership) duly organized and operating under the laws of \_\_\_\_\_ and qualified and authorized to do business in the State of Connecticut, DO HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the voting partners of such partnership duly convened and held on \_\_\_\_\_, at which meeting a duly constituted quorum of the voting partners was present and voted in favor of such Resolution. We further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following partners, or any one of them: \_\_\_\_\_

(Name and title of Partners)

is empowered to execute and deliver in the name and on behalf of this partnership, contracts, bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to seal to such documents and to bind the partnership to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned have signed this resolution on, this \_\_\_\_\_ day of \_\_\_\_\_.  
(day) (month and year)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have all necessary partners sign and indicate their name and title, such as partner, general partner, etc.

Request for Proposal (RFP)  
EMS Billing Services for the East Hartford Fire Department  
BID #16-04

Proposals Due:

July 15, 2015 @ 11 A.M.

Received by:

Michelle A. Enman, Purchasing Agent  
Town of East Hartford  
740 Main St.  
East Hartford, CT 06108-314

## **1. INTENT**

The purpose/intent of this Request for Proposal (RFP) is to cover the minimum requirements to furnish and deliver Emergency Medical Service (EMS) Billing Services for the East Hartford Fire Department. The target implementation time frame is August 1, 2015

The EMS Billing Services shall conform to the most current standards and requirements set forth by the State of Connecticut, the State of Connecticut Office of Emergency Medical Services (OEMS), the Centers for Medicare and Medicaid Services (CMS), and the Health Information Portability and Accountability Act (HIPAA).

## **2. BACKGROUND INFORMATION**

The Town of East Hartford, Connecticut, (hereafter referred to as “The Town”), seeks an appropriate and qualified company to provide EMS Billing Services for the Town’s fire-based non-transport advanced life support EMS service. The period of engagement will be for an initial period of one (1) year with the option of renewing for two (2) periods of two (2) additional years each. The Town reserves the right to negotiate, by mutual consent, prices, terms, and conditions at the time of any renewal when such action is in the Town’s best interest.

The East Hartford Fire Department is designated by the State of Connecticut, Office of Emergency Medical Services (OEMS) to provide both Paramedic level (R-5) and First Responder (R-1) Services to The Town. As such, the East Hartford Fire Department’s Rate for Service is determined by the State of Connecticut, Office of Emergency Medical Services on an annual basis. The OEMS Rate Schedule for the East Hartford Fire Department includes both the Paramedic Intercept Rate and the ALS Assessment Rate. The East Hartford Fire Department does not provide ambulance transportation service. A local commercial ambulance provider designated by the State of Connecticut, Office of Emergency Medical Services as the R-2 responder, provides this service.

The Town of East Hartford is 18.8 square miles and has a population of 52,000 residents. In 2014, the East Hartford Fire Department responded to approximately 10,000 calls for service. Of those calls, 8,676 were medical calls and of those, approximately 69 % were dispatched as Advanced Life Support (ALS) and 29 % as Basic Life Support (BLS). The State of Connecticut mandates the use of an emergency medical dispatch process. The East Hartford Public Safety Communications Center uses Priority Dispatch Paramount Emergency Medical Dispatch software to meet this requirement. The Town of East Hartford Fire Department began billing for Emergency Medical Services in 2006.

The East Hartford Fire Department currently uses the Sansio/HealthEMS electronic patient care reporting platform using Panasonic Toughbook hardware.

### **3. SUBMISSIONS AND DEADLINE**

All proposals must be received by: Wednesday, July 15, 2015

The respondent shall provide four (4) copies (one original & 3 copies) of their proposal. Proposals shall indicate 'EMS BILLING SERVICES' and be submitted to:

Michelle A. Enman, PURCHASING AGENT  
TOWN OF EAST HARTFORD, CT  
740 MAIN ST.  
EAST HARTFORD, CT 06108-3140

All proposals shall be opened publicly and recorded as received. There will be no public reading of proposals. Proposals received later than the time and date specified will not be opened or recorded.

### **4. QUESTIONS AND ADDENDA**

Questions about this request for proposal (RFP) may be directed to Michelle Enman, Purchasing Agent, by fax (860) 282-4857 or emailed to [menman@easthartfordct.gov](mailto:menman@easthartfordct.gov) no later than seven (7) business days prior to the date proposals are due. All information given by the town except by written addenda shall be informal and shall not be binding upon the town nor shall it furnish a basis for legal action by any proposer or prospective proposer against the town. Answers to these questions will be addressed in an addendum and posted on the town's web page. No addendum will be issued less than five (5) business days before the scheduled bid opening unless it is to extend or postpone the bid.

## 5. CONTENT OF PROPOSALS

The following information must be supplied with the proposals:

- A. Provide a letter of introduction including a brief description of your company and experience in the industry. Please include company name, address, contact name and title, phone number, fax number, email address and website information.
- B. Submit a list of at least five current clients and their contact information. This reference list should include at least two paramedic level fire department based EMS providers. References from in state providers are preferred.
- C. Specifications - Individually address each of the following required specifications. For each, please describe how your system meets the specified requirement.
  - 1. Provide a complete description of the proposed billing and collections process to be implemented for the Town. This must include a complete description of the following:
    - a. Process by which ALS billing for privately insured, uninsured and Non-Medicare patients will occur.
    - b. Process by which non-payment for emergency services will be handled, including third party collection services, if any.
    - c. Process by which bundle billing for Medicare will occur in concert with the Ambulance Service of Manchester and/or other transport providers.
    - d. Required data collection elements from field providers to support billing for service. This should include any signature requirements.
    - e. Ability and process to manually review Electronic Patient Care Report that lack an EMD code
    - f. Time period between multiple billings for the same event, if payment has not been received.
    - g. Time period between final billing and referral of uncollected billings to a third party collection service, if necessary.
    - h. A sample invoice, second notice, and any other correspondence or written product sent to patients who receive a bill. The submission shall indicate the ability for the department to modify content of written communication and/or the ability to add the Town seal or logo to all work.
    - i. The respondent's ability to provide a toll free phone number exclusively for East Hartford payers.
    - j. The respondent's ability to provide a direct phone number to the client services manager or management representative handling the Town's account. Call trees, voicemail, online 'ticket systems', or any method that does not include a direct dial phone number is not acceptable.
    - k. The respondent's ability to communicate with payers whose primary language is not English.
    - l. The respondent's normal hours of business where they are available to clients and patients. This should include any and all days the respondent is closed during the calendar year.

- m. The respondent's plan for initial and ongoing training for all staff members.
  - n. The respondent will indicate how telephones will be answered in support of Town's program.
  - o. The respondent will indicate the physical location where the billing activities take place. Should more than one location be used by the respondent, please indicate as such.
  - p. The respondent will indicate their ability to utilize the Town's pre-existing 'lock-box' at Webster Bank.
  - q. The respondent's process to identify and execute refunds to patients or insurance companies as warranted.
  - r. The originating address, postmark, and return address on all mailings sent from the respondent to payers.
  - s. The respondent will indicate their compliance with the Centers for Medicare and Medicaid Services ICD-10-CM/PCS (International Classification of Diseases, 10th Edition, Clinical Modification/ Procedure Coding System)
2. A detailed history of the respondent's experience in EMS collections. This shall include the names of all of the Fire or EMS agencies serviced by the respondent in the last five years.
    - a. A list of the duties performed for each Fire or EMS agency.
    - b. A history of the collection rates for each Fire or EMS agency.
    - c. The respondent's experience with revenue recovery for non-transport advanced life support entities.
    - d. The respondent's experience with Sansio/HealthEMS patient care reporting software.
  3. A list of all up-to-date licenses, certifications and permits in the respondent's possession. The Town will verify before awarding this RFP that the company is properly registered and in good standing with the Connecticut Secretary of the State's Office.
  4. Demonstrate an active compliance program that meets or exceeds HIPAA by providing a copy of their HIPAA compliance program. It will include copies of its Business Associate Agreement and a definition of those individuals who are covered by a Business Associate Agreement. It will further discuss how it will track and maintain records regarding the request, approval, denial, and distribution of medical records in collaboration with the client. It will also provide evidence that its Internet system and electronic data file transfers (secure FTP) and associated billing systems are HIPAA compliant.
  5. The respondent shall demonstrate that its EMS Billing Services conforms to the most current standards and requirements set forth by the State of Connecticut, the State of Connecticut Office of Emergency Medical Services (OEMS) and the Centers for Medicare and Medicaid Services (CMS).
  6. The respondent shall make a statement indicating that it has not lost an account due to concerns of improper billing practices, accusations or client concerns of fraud as defined by CMS and other applicable Federal or State authorities; that no member of its staff has been accused, disciplined, charged, convicted of fraud, theft, deception, unethical business practice or illegal billing practices and that it is not currently under investigation for the same by any official or regulatory agency.
  7. Provide a proposed annual fee arrangement between respondent and the

Town, including any cost associated with collecting past due accounts.

8. The respondent shall provide a description of their business continuity plan. This should include an all-hazards focus, but shall include continuity plans for severe weather impact, information technology failure including server failure, and fire
9. The respondent shall indicate their process to notify the Town of any overpayment within five business days of discovering the occurrence.
10. The respondent shall indicate their process to provide the East Hartford Fire Department with monthly reports as outlined below:
  - a. New receivables billed
  - b. Receivables collected
  - c. Accounts receivable aging status by payer
  - d. Accounts forwarded for collections
  - e. Status of outstanding payment plan accounts
  - f. Other reports as requested by the Town.
11. The EMS Billing Service agrees to develop policies specific to the Town regarding the following functions:
  - a. Medical diagnosis documentation
  - b. Rate approval processes
  - c. Payer contracting policies
  - d. Assignment of benefits
  - e. Special situation adjustments and authority
  - f. Write offs
  - g. Financial hardship documentation processes
  - h. Discounts
  - i. Payment plans
  - j. Acceptance of credit card payments
  - k. Compliance activities
  - l. Medical records management
  - m. Process for billing calls that do not have an assigned EMD code.

The EMS Billing Service shall include sample policies for each process for with the bid submission.

## **6. IMPLEMENTATION AND EXECUTION**

All bidders shall be able to take over EMS Billing Services by August 15, 2015

A complete review of the EMS billing process shall be conducted at the end of three (3), six (6), and twelve (12) months. This review will be conducted by both the provider of EMS Billing Services and the Town and its representatives. At least one of these reviews shall be an on-site meeting between the respondent and the fire department.

The terms of this agreement shall be for an initial period of one (1) year with the option of two renewals of two additional years for each renewal. The Town reserves the right to negotiate prices, terms and conditions at the time on any renewal by mutual consent when such action is in the Town's best interest. Any renewal is subject to the EMS Billing Service receiving a positive annual review from the Town based upon collection rate, service, and support.

## 7. SELECTION PROCESS

Proposals will be evaluated by the Town based on the following factors:

- Specified Requirements
- Desirable Capabilities, including experience with Sansio/HealthEMS
- Cost
- Service and Support

The Town of East Hartford shall select the responsible and responsive proposal that is determined by the Town to be the best suited, most advantageous, and provides the greatest overall benefit to the Town on the basis of the criteria and evaluation factors included in this request for proposal. Cost shall be only one factor in the award decision. The Town expressly reserves the right to negotiate with the selected proposer prior to an award of any contract pursuant to this request for proposal.

## 8. GENERAL PROVISIONS

8.1 The Town reserves the right to reject any and all proposals and to waive any informalities or technical defects in any proposal. Non selection of any proposal will mean that another acceptable proposal was deemed to be more advantageous to the Town or that no proposal was accepted.

8.2 The Town is an equal opportunity employer, and requires an affirmative action policy for all of its contractors and vendors as a condition of doing business with the town, as per Federal Order 11246. By submitting a proposal for this RFP, all vendors and contractors agree to this condition of doing business with the Town and should the Town choose to audit their compliance, the vendor agrees to cooperate fully.

8.3 Any act or misrepresentation of collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the Town enters into a contract with any bidder who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty or damages.

8.4 All deliveries of commodities or services hereunder shall comply in every respect with all applicable laws of the federal government and/or the State of Connecticut. Purchases made by the Town of East Hartford are exempt from payment of Federal Excise Taxes and the Connecticut Sales Tax and such taxes must not be included in bid prices.

8.5 Assignment by the successful respondent to a third party of any contract based on the RFP or any monies due is prohibited and will not be recognized by the Town unless approved by the town in writing.

8.6 The Town will not be liable for any costs incurred in the preparation of the response for this request for proposal. All proposal submissions and materials become property of the town and will not be returned. Respondents to this request for proposal are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act after evaluation and award decisions have been made.

LAST PAGE OF EMS BILLING SERVICES  
RFP BID #16-04