

**TOWN OF TYNGSBOROUGH
REQUEST FOR PROPOSALS
BILLING SERVICES FOR EMERGENCY AMBULANCE SERVICE
FOR THE TYNGSBOROUGH FIRE DEPARTMENT
TYNGSBOROUGH, MASSACHUSETTS**

SECTION I. INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

Article 1. Acceptance or Rejection of Proposals

- 1.1 The Town of Tyngsborough (“Town”) reserves the right to reject any and all proposals and to accept any proposal, in whole or in part, which it considers to serve the best interest of the Town.
- 1.2 Contract Documents are available for examination at the Town Hall, 25 Bryants Lane, Tyngsborough, MA 01879, or by email request to Matt Hanson, Assistant Town Administrator, at mhanson@tyngsboroughma.gov. A non-refundable deposit of \$10.00 by check payable to the Town of Tyngsborough will be required for each set of the Contract Documents. Proposers requesting Contract Documents by mail shall include a non-refundable check payable to Town of Tyngsborough in the amount of \$15.00 per set to cover costs of handling and mailing. The Town will email the Contract Documents at no cost.
- 1.3 Each Proposal shall be submitted in accordance with the Instructions to Proposers.
- 1.4 Proposers may not withdraw their Proposals for a period of 60 days, excluding Saturdays, Sundays and legal holidays, after the actual date of the opening of the Proposals. Complete instructions for filing Proposals are included in the Instructions to Proposers.
- 1.5 The Proposals and Award of this Contract will be pursuant to M.G.L. c. 30B.
- 1.6 Any proposal which is not according to prescribed form, not properly signed, or otherwise contrary to instructions, may be rejected by the Town.
- 1.7 More than one proposal from the same proposer, whether or not the same or different names appear on the signature page, shall not be considered.
- 1.8 Any or all proposals shall be rejected if there is reason for believing that collusion exists among the proposers.

- 1.9 Proposers shall submit their proposals in two envelopes. One envelope shall be marked "Qualifications" and the other envelope shall be marked "Price Proposal". The Price Proposal envelope shall not be opened until a selection is made on qualifications and then the "Price Proposal" will be opened and considered.

Article 2. Mailing of Proposals and Terminal Time

- 2.1 Proposals which are mailed should be addressed to the Town Administrator, Town Hall, 25 Bryants Lane, Tyngsborough, MA, 01879. Proposals which are hand delivered should be delivered to the Town Hall at 25 Bryants Lane, Tyngsborough, MA 01879.
- 2.2 Regardless of the cause of delay, no proposals which are received by the Town after the terminal time recorded herein shall be given any consideration. The responsibility for assuring the receipt of proposals before the specified closing time is the responsibility of the proposers.
- 2.3 Terminal time for receipt of the proposals is **Wednesday, May 11, 2016, at 11:00 a.m.**

Article 3. Identification of Sealed Envelopes

- 3.1 Proposals shall be placed in sealed envelopes that are marked appropriately on the outside with the name of and address of the proposers, the title of the proposal; and the scheduled date for opening of proposals is **Wednesday, May 11, 2016, at 11:00 a.m.** No responsibility will be attached to the Town Administrator or his staff for the premature opening of any proposal that is not properly identified. After the terminal time, proposals become the property of the Town.
- 3.2 All proposals shall be sealed, addressed to the Town Administrator, Town Hall, 25 Bryants Lane, Tyngsborough, MA 01879. The Price Proposal must be signed, placed in an envelope, and sealed. The price proposal will require the fee for the service to be stated as a percentage amount for actual receipts delivered to the Town. This envelope is to be clearly marked with the Proposer's Name, Date of Proposal Opening and titled as follows:

Town of Tyngsborough – Ambulance Billing Price Proposal 2016

- 3.3 The non-price (technical) proposal must contain all information pertaining to the Billing Service, such as method of billing, initiation of billing procedures, application for, and timetable for, the respective applications for provider numbers for Medicare and Blue/Cross Shield, and Medicaid and Mass Health. The proposal must address, at a minimum, each of the issues set forth in the Request for Proposals in order to be considered responsive. Any proposal that does not respond to each issue in the Request for Proposals will be rejected by the Town as non-responsive. The non-price proposal shall be signed, placed in a separate envelope, and sealed. All pages that

require signatures must be signed where appropriate and submitted as part of the non-price proposal. This envelope is to be clearly marked with the Proposer's Name, Date of Proposal Opening and titled as follows:

Town of Tyngsborough – Ambulance Billing Non-Price Proposal

Article 4. Proposal Forms

- 4.1 Proposals shall be submitted on appropriate forms prepared by the Town in order to avoid errors, misconceptions or ambiguities.

Article 5. Proposal Fees

- 5.1 Proposal quotations submitted on the Proposal Form shall remain firm for a period of 60 days after the time set for opening of proposals. A proposal award shall be made by the Town within ninety (90) days of the proposal opening.
- 5.2 The proposal fee shall represent the full compensation for all services, supplies, equipment and material except as otherwise provided. The proposal price or prices shall be written in both words and figures.

Article 6. Signatures on the Proposal Forms

- 6.1 If a proposal is submitted by an individual, the full name and post office address of this person shall be designated.
- 6.2 If a proposal is submitted by a firm or partnership it shall be signed by a person having the legal authority to execute such a document on behalf of the proposer. The individual signing the Proposal Form shall then indicate his/her title or position in addition to the full name and address of the firm or partnership.
- 6.3 If a proposal is submitted by a corporation it shall state the name and title of the official or officials of the corporation by whom the contract can be legally signed, and be accompanied by a copy of the corporate vote granting said authority, certified by the clerk of said corporation.

Article 7. Modification of Proposal

- 7.1 No modification of any proposal will be considered by the Town unless received by the Town prior to the time established for the opening of proposals.

Article 8. Withdrawal of Proposal

- 8.1 Any proposal may be withdrawn on written request dispatched by a proposer in time for delivery in the normal course of business prior to the hour fixed for opening of proposals.

Article 9. Assignment of Award or Contract

9.1 No subletting of the award or contract, nor assignment of moneys due, or to become due, shall be made without the Town Administrator's written approval.

Article 10. Breach of Contract

10.1 Where the proposer fails to complete the services as specified, the Town reserves the right to terminate the contract and enter into other agreements to complete the services and the Town shall nevertheless have the right to recover damages for breach of contract, by suit on the contract.

Article 11. Indemnification

11.1 The successful proposer for billing service shall indemnify, defend and forever hold harmless the Town, its officers and employees from any and all loss, cost, damage, injury, liability, and claims including claims for injury or death and damage to property, caused by the successful proposer. The successful proposer shall, upon receipt of written notice, indemnify, hold harmless and defend the Town, its agents, employees, and officers from and against any and all liabilities, claims, penalties, fines, forfeitures, suits, administrative proceedings, and the costs and expenses incident thereto (including cost of defense, settlement, and reasonable attorney's fees) which may be alleged against the Town or which the Town may incur, become responsible for, or pay out of a result of death or bodily injury to any person, destruction or damage to any property or any violation or alleged violation of governmental laws, regulations, or orders, caused by or resulting from the negligent acts or omissions of the proposer, of any officer, employee, contractor or agent of the successful proposer.

Article 12. Description of Services

12.1 The proposer shall carefully examine the information available and all conditions which may affect the services to be performed. The purpose of this Request for Proposals is to provide ambulance billing services for the Tyngsborough Fire Department as detailed in the Specifications and in accordance with all applicable federal, state and local statutes, laws and regulations. No claims for additional costs will be allowed because of lack of knowledge. Proposer shall agree to perform all services to complete this Agreement as specified.

Article 13. Proposer Responsibility

13.1 The proposer is responsible to verify the services to be provided to the Town.

Article 14. Proposal on Specifications

14.1 The proposer shall submit a proposal on identical specifications and variations shall not be allowed without the written consent of the Town.

Article 15. Payment

15.1 The Town will pay the successful proposer within thirty (30) days of the Town Administrator's approval of a monthly invoice from the successful proposer.

Article 16. Compliance With Other Laws and Regulations

16.1 The successful proposer must comply with all federal, state and local by-laws and regulations pertaining to such services.

Article 17. Certificate of Good Faith and Non-Collusion

17.1 Each proposer shall complete and attach a certificate of good faith and non-collusion.

Article 18. Payment of Taxes

18.1 Each proposer shall complete and attach to its proposal a certificate of payment of taxes.

Article 19. Certificates of Insurance

19.1 Prior to signing a contract, the successful proposer shall submit insurance certificates showing the minimum coverage as follows:

Worker's Compensation - statutory
Auto Insurance Liability - \$300,000
General Liability - \$3 million
Property Damage - \$1 million

19.2 Such insurance certificates must be submitted annually throughout the term of the contract and name the Town as an added insured and include a provision that the Town is notified thirty (30) days prior to any cancellation.

Article 20. Additional Conditions

20.1 Term of Contract.

The contract will be for a three (3) year period commencing on July 1, 2016 through June 30, 2019. The contract will have a fixed percentage rate for the three-year (3) period and can be terminated for cause at any time, or terminated on the annual

anniversary by the Town on anniversary dates of July 1, 2017, or July 1, 2018, if the Town deems termination appropriate. See attached copy of the Agreement.

20.2 Collection and Deposits.

All amounts received by the billing service will be recorded and the proceeds deposited in an account at the bank providing municipal banking services to the Town during the period of the contract, and the account shall be to the Town of Tyngsborough, Town Hall, 25 Bryants Lane, Tyngsborough, MA 01879. At the expiration of each month, the billing service shall bill the Town for collection charges due the billing service for actual collections made that month.

20.3 Ambulance Fee.

The Town will notify the successful proposer of the charges for ambulance services prior to the start date of collections.

20.4 Expenses.

- A. Refunds: All expenses directly or indirectly related to the collection of the Town patients accounts shall be borne by the billing agent. Other refunds due the patient, as a result of an error on the part of the Town, or overpayment or any other cause, not the fault of the billing agent, will be paid by the Town.
- B. Except: As otherwise specifically provided, the billing service will not incur expenses on behalf of or without the Town's written prior consent.

20.5 Other.

- A. It is understood that the Town accepts assignment of Mass Health, Medicare and Medicare/MassHealth. Accordingly, the billing services will make the required contractual adjustments when applicable and will be reported on the monthly revenue statement.
- B. Write offs and/or reductions of charges will be handled by the Town on an abatement basis at its discretion. Requests for abatements or adjustments from patients will be sent in writing to the billing agent, and then sent to the Town. This is applicable to any patient who signs for an abatement or waiver after being billed by the billing service.

20.6 Records and Reports.

The billing service will furnish to Town the following reports.

- A. A report of all collections together with a copy of the deposit slips evidencing the deposit to the Town's bank account.
- B. A monthly recap of reports including an aging report at end of month reflecting balance of open receivables.
- C. At a minimum, the following reports are required: Commitment listings, listing of write offs, adjustment credits, any other report determined necessary to be able to prove balance from month to month.
- D. All records and correspondence relating to the Town's accounts receivable and the billing services collection efforts will be kept at the billing service's office and shall be available for examination by the Town or authorized representatives.
- E. All correspondence and inquiries for waiver applications will be directed to the billing service's mailing address. All payments will be directed to the Town.
- F. The Fire Chief of the Tyngsborough Fire Department shall receive all records and reports and shall designate in writing to the billing service those parties authorized on the Town's behalf to receive the records and reports in compliance with HIPPA Privacy Rules.

20.7 Staffed business office in Massachusetts or within a fifty-mile radius of the Town. The Town has determined that the proposer shall be familiar with Massachusetts Medicaid and Massachusetts health insurance carriers and health insurance requirements; and the successful proposer shall be reasonably available for onsite visits and meetings in order to resolve issues, improve service, provide training, and be responsive to the particular needs of the Town.

Article 21 Miscellaneous

- 21.1 The billing service will collect accounts receivable of the Town under the name of Ambulance Billing Service Town of Tyngsborough.
- 21.2 The billing service shall delegate an authorized representative for receiving notices and day to day contract administration.
- 21.3 The billing service shall adhere to the collections procedures and time tables set forth by the Town.

Article 22 Termination

22.1 The agreement may be terminated by the Town at any time upon sixty days (60) written notice of termination to the billing service, and by the billing service on the anniversary date of the contract upon sixty days (60) written notice to the Town. The Town may immediately terminate for cause or breach of contract. Upon termination of the agreement, for whatever reason, the billing service shall deliver up all records and pertinent correspondence concerning the accounts and collection thereto to the Town, and the billing service will otherwise cooperate with the Town or its assignees to affect an orderly transfer of the collection of the Town's accounts receivable. If the Town should terminate this agreement, the billing service shall be entitled to receive from the Town, any and all commission due to the billing service up to and including the actual date of termination and transfer of accounts receivable, as well as reimbursement from Town of all expenses incurred by the billing service which shall be reimbursable under the contract and which remain unpaid at the date of termination. The billing service must turn over all records and have them delivered to a location designated by the Town upon termination of the Agreement.

Article 23 Provision

23.1 Tyngsborough Fire Department is to provide the billing service with a copy (paper or electronic) of the Patient Care Report Form (PCR) to include the patient's name, address and the date and time of transport to area hospitals or any other pertinent information required for billing purposes. This form will have the mileage of the call clearly noted to allow the billing service to bill mileage appropriately based on the rate structure outlined. In addition, Tyngsborough Fire Department personnel will provide a reasonable effort to gather any additional information such as the responsible insurance company information, date of birth of the patient, and all patient signature requirements.

Article 24 Stipulations

- 24.1 The contract shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
- 24.2 In the event of any conflict or any inconsistency between the Massachusetts General Laws, as amended, and the provisions of this contract, the Massachusetts General Laws shall control and any suits must be filed in the Middlesex County Superior Court or the Lowell District Court. If any of the provisions of this agreement are held to be invalid, such provision or provisions shall be deemed stricken from the agreement and at the option of the Town, the remaining provisions shall remain in full force and effect.
- 24.3 The billing service shall hold Town free and harmless from all claims, liability and losses caused by the actions or failures to act on the part of the billing service, and the

billing service shall fully indemnify the Town for all such claims, liability and losses if they should occur.

- 24.4 The billing service shall have Worker's Compensation Insurance in accordance with the Massachusetts General Laws Chapter 152, as amended, and the billing service shall furnish the Town with evidence of this coverage before the execution of the contract.

Article 25 Waiver Handling Policy

- 25.1 Although the Town wishes to maximize ambulance collections, the Town wishes to have compassion for those with financial hardships. A strict waiver policy will be formulated by, and administered by, the Town. Please outline your capabilities in dealing with clients that express hardship. Provide copies of internal policies to reinforce this response along with any waiver policies that you have dealt with, or are dealing with presently.

Article 26 Terms and Conditions

- 26.1 By signing this Proposal, the proposer acknowledges and agrees to the following terms and conditions:
- A. This Request for Price Proposal is governed by the provisions of M.G.L. c. 30B.
 - B. The Town is exempt from the following taxes: sales, excise and Federal transportation.
 - C. The Town reserves the right to reject any or all bids when the Town determines that it is in the best interest of the Town to do so.
 - D. The Town will award the contract to the responsible proposer offering the most advantageous proposal.
 - E. The proposer shall comply with all applicable Federal, State and Local laws.
 - F. In performance of this contract, the vendor shall not discriminate on the grounds of race, color, religion, national origin, age or sex in employment practices or in the selection or retention of subcontractors, and in the procurement or material or rental of equipment. The Town may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.
 - G. The proposer shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the Town.

SECTION II TECHNICAL SPECIFICATIONS

Article 1. Notice of Proposal

- 1.1 The Town through its Town Administrator, (the "Town") requests proposals for ambulance billing services for the Tyngsborough Fire Department. The emergency ambulance service is to be operated by the Tyngsborough Fire Department on or about July 1, 2016 and will be a basic life support service.
- 1.2 The selected proposers will be considered an independent contractor and will not be entitled to the fringe benefits provided to regular Town employees relating to life insurance, health insurance, and pension benefits and the like. The selected proposer shall be responsible for paying it, his or her own income taxes and social security taxes.
- 1.3 The selected proposer will be responsible for attending any evening meetings with the Fire Chief.
- 1.4 Proposers shall submit five (5) copies of their sealed proposals.

Article 2. Fee

- 2.1 The fee for services shall be subject to negotiation with the Town.

Article 3. Submission Requirements - Minimum Qualifications Criteria

In addition to addressing each of the items in the specifications, the Proposer must submit, as part of its non-price proposal, the following minimum qualification criteria: Initial the appropriate response to each criterion, and include the required documentation in the non-price (technical) proposal envelope.

- 3.1 A letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the proposer, stating that the offer is effective for at least sixty (60) calendar days from the deadline for the submission of proposals.

Comply _____ Does Not Comply _____

- 3.2 A list of Massachusetts municipalities, ambulance services or other private clients for which the proposer has provided ambulance billing service over the past year. This list is to include a current name, address, contact person, and phone number of references for the selection committee to access. Any negative information generated by reference check shall be sufficient cause to dismiss the proposal as unacceptable. Negative information that shall be considered grounds to render the proposal unacceptable shall be information that shows the service operated in a

fashion that reflected negatively on the community served. Illegal or unethical methods of collection, repeated instances of inappropriate treatment of recipients of the service such as rudeness or any other behavior that generates complaints from the public shall be viewed as negative information.

Comply _____

Does Not Comply _____

- 3.3 A so-called “dishonesty” performance bond of for the minimum amount of \$100,000.00 and an errors and omissions (E+O) bond for the minimum amount of \$1,000,000.00 naming the Town as an additional insured are to be included with the proposal. If the proposal is accepted these bonds must be kept in effect for the life of the contract. (cz note: **How much does the company usually hold?**)

Comply _____

Does Not Comply _____

- 3.4 Although the Town wishes to maximize ambulance collections, the Town wishes to have compassion for those with financial hardship. A strict waiver policy will be formulated by, and administered by, the Town. To that end the proposer must recognize that, in its dealings with the recipients of ambulance service, every effort towards courteous and compassionate handling of patients will be the rule.

The proposer will have made every attempt to determine if primary and/or secondary insurance exists through inquiry to recipients of the service and computer screening, prior to bills being sent to individuals, and the primary and secondary insurance carriers billed where appropriate.

A letter explaining the waiver policy shall accompany every bill mailed to other than insurance companies. All applications for waiver must be signed, filled out and returned to the billing service. The billing service will turn over all requests for abatement to the Town for action. The service must show an understanding of this policy in its response to the request for proposal.

Comply _____

Does Not Comply _____

- 3.5 Proposers must provide a toll free number for the Town’s use and for the use of citizens making inquires.

Comply _____

Does Not Comply _____

3.6 List any litigation, with the appropriate explanation, against proposer in the past five years from 2010 through the present.

Comply _____

Does Not Comply _____

3.7 Proposer must provide documentation of licensing as a collection agency under Massachusetts laws.

Comply _____

Does Not Comply _____

3.8 Proposer must maintain an interface with TriTech Software Systems PCR, Ambupro, or equivalent software package for compliance.

Comply _____

Does Not Comply _____

3.9 Proposer must be able to have experience with hospital information systems and are currently receiving electronic demographic information.

Comply _____

Does Not Comply _____

3.91 Proposer must list any patient complaints officially recorded with the Town.

Comply _____

Does Not Comply _____

I hereby state that I understand the minimum evaluation criteria and that I have initialed all of the appropriate sections, and further, that I have attached the required information to the summary sheet located at the back of this document.

Signature _____

Name and Title _____

Proposers that do not provide the above information in full shall be considered non-responsive and eliminated from further consideration.

Article 5. Selection Process

- 4.1 The non-price proposals will be evaluated by the Town to develop a list of finalists. The Town may utilize a subcommittee at any stage of the evaluation and selection procedure.
- 4.2 The Town may interview those proposers selected as finalists. If interviews are to be held, proposers will be notified five (5) business days prior to their scheduled interview.
- 4.3 The non-price proposals shall be ranked by the Town. After such ranking, the price proposal of the first ranked proposer shall be opened.
- 4.4 The Town will endeavor to negotiate a contract with the first ranked proposer. If it is unsuccessful it shall proceed to the second ranked proposer and endeavor to negotiate a contract.
- 4.5 The Town intends to award the contract to the proposer who submits the proposal that is most advantageous to the Town.

Article 5. Non-Price Selection Criteria

5.1 The successful proposer will be selected based on the following comparative evaluation:

A proposer shall be deemed unacceptable if the Minimum Evaluation Criteria is not met. However, once it has been determined that the proposer has met all the minimum evaluation criteria, the proposals will be further evaluated by the Town using the following Comparative Evaluation Criteria. The ratings of “**Highly Advantageous**”, “**Advantageous**”, “**Not Advantageous**”, and “**Unacceptable**” will be used to evaluate the following features of each proposal.

A. Proposer’s compute linkage to billing information and method of collecting data for billing.

- 1) Unacceptable:** All billing information to be provided by the Tyngsborough Fire Department ambulance personnel.
- 2) Not Advantageous:** Most billing information to be provided by Tyngsborough Fire Department ambulance Ambulance personnel. Ambulance personnel having to secure name of insurance carrier and insurance policy numbers.

3) Advantageous: Access to patient information at the definitive care facility, Tyngsborough Fire Department attendants having to fill out only medical necessity forms and secure physicians signatures.

4) Highly Advantageous: Total billing information secured and all medical necessity forms filled out by billing service with no charge to operation for Tyngsborough Fire Department personnel. Personnel having to complete SARF forms and obtain hospital attendant's signature. Any additional information will be obtained by the billing company.

B. How many years experience does proposer have in billing for municipal ambulance services in Massachusetts?

1) Unacceptable: Less than one year's experience.

2) Not Advantageous: More than one years experience but less than three years experience.

3) Advantageous: More than three years experience but less than five years experience.

4) Highly Advantageous: Greater than five years experience.

C. How many municipal ambulance services does proposer presently represent? List the Municipalities represented along with the name and phone number of the representative from the community.

1) Unacceptable: None.

2) Not Advantageous: Between one and two municipal ambulance services.

3) Advantageous: Between three and five municipal ambulance services.

4). Highly Advantageous: More than five municipal ambulance services.

D. Collection percentage: The proposer should provide documentation as proof that it can achieve collection percentage of between 85% and 95%. The proof should be established by comparison with another municipal ambulance service that will show collection percentage and name of municipal contact person with telephone number for reference. (The Town is interested in a firm with the expertise and efficiency to perform at this level).

1) Unacceptable: No documentation of collection percentage.

2) Not Advantageous: Documentation of collection percentage less than 85%.

3) Advantageous: At least one municipality serviced and documented at a rate of 90% collection rate.

4) Highly Advantageous: Two or more municipalities serviced and documented at rates of 90% or greater.

E. The proposer will bill direct to carriers as opposed to billing recipients of the service. If clients need be billed, due to a lack of insurance information, the billing agency should be willing to assist the client and fill out the forms on their behalf. Provide documentation on the form provided.

1) Unacceptable: Process only Medicare/MassHealth claims, mail all others to client.

2) Not Advantageous: Process only Medicare/MassHealth and major carriers (i.e. BC/BS).

3) Advantageous: Process Medicare/MassHealth, major carriers and secondary insurance if applicable.

4) Highly Advantageous: Process claims to all insurance carriers, automobile insurance, worker's compensation, home owners insurance, etc.

F. Proposers are required to have experience in reconciling the ambulance account on a monthly basis.

- 1) **Unacceptable:** No experience in ambulance reconciliation.
- 2) **Not Advantageous:** Reconciles one or less ambulance or private billing accounts.
- 3) **Advantageous:** Reconciles between five and ten ambulance or private billing accounts.
- 4) **Highly Advantageous:** Reconciles more than ten ambulance or private billing accounts.

G. Proposers are required to have experience in submitting combined BLS/ALS (two tiered) ambulance claims.

- 1) **Unacceptable:** No experience in submitting BLS/ALS claims.
- 2) **Not Advantageous:** Less than three years experience submitting BLS/ALS claims.
- 3) **Advantageous:** Between three and five years experience submitting BLS/ALS claims.
- 4) **Highly Advantageous:** More than five years experience submitting BLS/ALS claims.

H. Proposers are required to have Certified Professional Coders CPCs on staff.

- 1) **Unacceptable** No Certified Professional Coders/Certified Ambulance Coders or Professional Chart Auditors on staff.

- 2) **Not Advantageous** One Professional Certified Coder/Certified Ambulance Coders or Professional Chart Auditors on staff.
- 3) **Advantageous** Two to four Certified Professional Coders/ Certified Ambulance Coders or Professional Chart Auditors on staff.
- 4) **Highly Advantageous** Five or more Certified Professional Coders/Certified Ambulance Coders or Professional Chart Auditors on staff.

I. Proposers are required to perform an all encompassing scope of emergency services billing.

- 1) **Unacceptable** No professional hospital based emergency medicine providers.
- 2) **Not advantageous** Up to ten hospital based professional emergency medicine providers.
- 3) **Advantageous** Ten to twenty nine hospital-based professional emergency medicine providers.
- 4) **Highly Advantageous** Thirty or more professional hospital based emergency medicine providers.

PRICING

The undersigned proposes to supply and deliver the materials and/or services specified below in full accordance with the Statement of Work supplied by the Town of Tyngsborough entitled:

AMBULANCE BILLING SERVICES

The contractor proposes to furnish and deliver the services specified at the following price structure

Description	Qty	Unit	Unit Price	Total Amount
To successfully complete all tasks detailed in Section 3.0, Statement of Work Contractor's fixed percentage of actual receipts delivered to the Town of Tyngsborough _____ %	NA	NA	NA	NA

The Contractor certifies that this Proposal Response has been duly authorized and approved by all required organizational action of the organization.

The person executing this Proposal Response on behalf of the organization certifies that he or she has the legal and organizational authority to do so

NAME OF COMPANY : _____

ADDRESS: _____

TOWN/STATE/ZIP: _____

TELEPHONE/FAX/EMAIL: _____

FEDERAL TAX ID NUMBER: _____

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL:
X _____

ACKNOWLEDGEMENT OF ADDENDUMS:

Addendum #1 _____ **#2** _____ **#3** _____ **#4** _____

CERTIFICATE OF GOOD FAITH AND NON-COLLUSION

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

Name of Person Signing Proposal

Name of Business:

Date: _____

TAX CERTIFICATE

I certify under the pains and penalties of perjury, that I, to the best of my knowledge and belief, have filed all State tax returns and paid all State taxes required under the law.

FOR USE BY CORPORATIONS

ONLY: _____
Corporate Name (Mandatory if a corporation)

BY: _____
Signature

Federal Identification Number: _____

For Use by Individuals or Non-Corporate Companies:

Signature of Individual (Mandatory if not a corporation)

Social Security Number: _____

Approval of contract or other agreement will not be granted unless the certification clause is signed by the applicant.

Your social security number or federal identification number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations.

Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement, issued, renewed, or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.

AGREEMENT FOR SERVICES

TOWN OF TYNGSBOROUGH

AGREEMENT between the Town of Tyngsborough, a Massachusetts municipal corporation with a usual place of business at Town Hall, 25 Bryants Lane, Tyngsborough, Massachusetts 01879, acting through its Town Administrator (Town), and _____, a _____ corporation [or sole proprietorship d/b/a _____], doing business at _____, _____, [zip code] (Company).

WHEREAS:

- A. The Town solicited submission of formal bids [or proposals] for [description of the services] (Services), and
- B. The Company submitted a bid [or proposal] to provide the Services and the Town has decided to award the contract to the Company;

NOW THEREFORE, the Town and the Company for mutual consideration agree as follows:

- 1. The Company shall provide and/or deliver to the Town the following:

_____ as set forth in the Invitation for Bids, [or Request for Proposals], and Specifications [and Proposal, if applicable], as well as all necessary or incidental services.

- 2. Payment. The Town agrees to pay to the Company the sum of \$_____ as set forth in its Bid [or Price Proposal or negotiated fee].
- 3. Invoices. The Company shall submit to the Town monthly, [unless otherwise provided by the specifications] invoices for payment for the Services rendered. The Town shall make payments within thirty (30) days after its receipt and approval of the invoice.

4. **Contract Term.** The Company agrees to commence its obligations upon the date of execution of this Agreement by the Town and to complete its obligations under this Agreement immediately as set forth in the specifications [or on or before _____], time being of the essence.
5. **Claims.** The Company shall be responsible for and pay all claims for damages resulting from failure to furnish the Services as provided by the Agreement; and it will conform to the determination of the Town relative to the suitability and quality of the Services provided.
6. **Laws.** This Agreement is made subject to all applicable laws of the Commonwealth of Massachusetts; and if any provision of this Agreement does not conform to such laws, such provision of the Agreement shall be void and the applicable provision of the General Laws shall be operative. Any suit shall be filed in the Middlesex Superior Court or in the Lowell District Court.
7. **Contract Documents.** The Contract Documents consist of this Agreement, the Invitation for Bids [Request for Proposals], Exhibit A; Specifications [and Proposal, if applicable], Exhibit B; the Bid [Price Proposal], Exhibit C; the Award, Exhibit D; and all addenda issued prior to execution of this Agreement; and the Contract Documents constitute the agreement between the Town and the Company, except for modifications issued after execution of this Agreement; and all are as fully a part of this Agreement as if attached. In the event of conflicting provisions, the language of this Agreement shall govern, provided that, if the conflict relates to the quality of the Services, the higher quality specified shall be required.
8. **Performance of the Services.** The Company shall furnish all equipment, staffing, and materials to provide the Services in strict conformity with all applicable federal, state, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals and permits as required for the performance of the Services.
9. **Warranties.** The Company guarantees that the Services provided are fit for the purpose for which they are being purchased and that all the Services will be provided in strict conformity with the Contract Documents.
10. **Multiple Years.** If the Contract term is for more than one year, the Agreement is subject to annual appropriation by the Town.

11. Indemnification of the Town. The Town's liability shall be limited to the amounts due the Company for the Services actually rendered. The Company shall indemnify, defend, and hold harmless the Town, its officers, boards, agents, and employees from any liability, loss charge, or expense resulting from any employees or third-party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to the Company or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Company or any of its agents or employees, and will pay promptly on demand all costs and expenses of any investigation, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments due to the Company a sufficient amount to protect the Town against such claims, costs, and expenses.
12. Company's Standard of Care. The Company shall provide the Services and perform its obligations in conformity with the standard of professional skill and care applicable to established providers of such Services. The Company warrants and represents that it is familiar with the Services specified.
13. Company's Personnel. The Company shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
14. Insurance. The Town requires that the Company provide a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$1,000,000.00, all as set forth in the Specifications, and Worker's Compensation in accordance with the General Laws. The Town requires the Certificate of Insurance to include naming the Town as an additional insured and thirty (30) days notice of cancellation.
15. Independent Contractor. The Company is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold federal, state or payroll taxes of any kind on behalf of the Company or the employees of the Company. The Company is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of the Town.
16. Successors. This Agreement is binding upon the parties and their successors. Neither the Town nor the Company shall assign or transfer any interest in the Agreement without the written consent of the other.

17. Inspection and Reports. The Town shall have the right at any time to inspect the records of the Company relative to the Services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Company whether situated within or beyond the limits of the Town. Upon request, the Company shall immediately furnish to the Town any and all written reports relative to the Services arising out of its operations under this Agreement during and/or after the termination of the Agreement.

18. Termination.

- a. For Cause. The Town shall have the right to terminate this Agreement:
- (i) if the Company neglects or fails to perform or observe any of its obligations and a cure is not effected by the Company within seven (7) days next following its receipt of a notice of breach, non-performance, or poor performance issued by the Town;
 - (ii) if an order is entered against the Company approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or
 - (iii) immediately if the Company shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation, or dissolution relating to bankruptcy, insolvency, or other relief for debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Company's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of the Services provided.

- b. For Convenience. The Town may terminate this Agreement at any time for any reason upon submitting to the Company thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Company shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Company shall promptly notify the Town of costs incurred to date of termination, and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

- c. Return of Property. Upon termination, the Company shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Company by the Town or developed by the Company in accordance with this Agreement.

- 19. Notice. Any and all notices or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail, or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed when deposited with the United States Postal Service or if sent by private overnight or other delivery service.

- 20. Severability. If any term or condition of this Agreement or its application shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the legality and the enforceability of the remaining terms and conditions of the Contract shall not be deemed affected unless one or both parties would be substantially or materially prejudiced.

- 21. Other Terms and Conditions:

[If none, so state.]

IN WITNESS WHEREOF, the Town and the Company, by authorized officers of the parties, have executed this Agreement this _____, day of _____, 20____.

TOWN OF TEWKSBURY

[THE COMPANY]

By: _____

Its Town Administrator
By vote of the _____

By: _____

(Print Name)

Date: _____, 20__

Approved as to availability of funds:

Catherine Gabriel
Town Accountant

Date: _____, 20__

Approved as to form:

Charles J. Zaroulis
Town Counsel

Date: _____, 20__

Tyns/Agreement for Services.docx