

METROPOLITAN AREA EMS AUTHORITY

dba MEDSTAR MOBILE HEALTHCARE

Request for Proposal For:

MedStar Medical Billing Services

RFP ID number: 2021-001

Issue Date: June 18, 2021

Response Due Date: 4:30 p.m. on July 21, 2021.

Electronic submission of Responses (with “Read Receipt Requested”) is required.

SUBMIT ELECTRONIC COPIES ONLY

to Steve Post, CFO
spost@medstar911.org

Register to receive notices and updates concerning the RFP by sending contact information to *spost@medstar911.org*

Table of Contents

1.0	INTRODUCTION.....	3
1.1	Overview.....	3
1.2	General Notices and Requirements	3
1.3	MedStar’s Mission.....	4
1.4	Term of Contract.....	4
1.5	Overall Evaluation Process	4
1.6	Selection Criteria.....	4
1.7	Final Selection Process.....	5
1.8	Evaluation Time Line	5
2.0	OFFEROR RESPONSE GUIDELINES.....	5
2.1	Proposal Format	5
2.2	Proposal Submission	5
2.3	Pre-Proposal Questions and Responses	6
3.0	SUBMITTAL REQUIREMENTS.....	7
3.1	Experience	7
3.2	Program Description	8
3.3	Fiscal Requirements and Pricing.....	10
	EXHIBIT A – STATEMENT OF WORK	11
	EXHIBIT B: PRICING/PAYMENT SCHEDULE.....	22
	EXHIBIT C	23
	Standard Contractual Provisions	23
	Appendix - Proposal Forms.....	25
	BINDING RESPONSE FORM	26
	VENDOR INFORMATION FORM.....	27
	VENDOR BACKGROUND FORM	28
	VENDOR BACKGROUND FORM (cont.)	29
	CLIENT REFERENCE FORM	30

1.0 INTRODUCTION

1.1 Overview

MedStar is soliciting proposals (“Responses”) from qualified EMS Medical Billing companies for billing and collection services as set forth in detail on Exhibit A. The successful Offeror will provide billing and collection services meeting or exceeding the specifications as set forth in Exhibit A for a term of five years or more.

1.2 General Notices and Requirements

MedStar may, in its sole discretion, reject any or all proposals. The successful Offeror, if any, will be required to enter into a contract (“Contract”) with MedStar which will incorporate the RFP and the response to the RFP and which will include standard terms substantially in form set forth on Exhibit “A” hereto. The final contract may differ in some respects from the terms of the RFP and or the terms of selected Offeror’s response.

1.2.1 Response to the RFP Binding Upon Offeror

The Binding Response Form and Vendor Information Form, both forms can be found in the Appendix, must be completed and submitted with the RFP Response. The Response must contain the signature of a duly authorized officer of the Offeror, with power to bind the Offeror. All submitted Responses shall be binding on the Offeror and irrevocable for a period of **one hundred and twenty (120) days** from the Response submission deadline.

1.2.2 Response Modification or Withdrawal

Responses may be modified, withdrawn, or re-submitted in writing prior to the submission deadline. After this deadline, no resubmissions or modifications may be made for any reason.

1.2.3 Non-conforming Responses

MedStar reserves the right, in its sole discretion, to reject any or all Responses and to reject non-conforming responses. MedStar also reserves the right to waive technical nonconformities when in the best interests of MedStar.

A Response may be considered non-conforming for the following (and other) reasons:

- The Response does not meet the Submittal Requirements.
- It appears that there was collusion with other Offerors.
- The Response was received after the deadline for submission.
- The Response contains irregularities.
- The Response is not in the form set forth in the Submittal Requirement.
- Unbalanced value of any items.
- Offeror does not meet the Minimum Qualifications.

In addition, Offerors may be disqualified, and their Responses not considered, among other reasons, for any of the following specific reasons:

- The Response is not responsive to the RFP.
- The Offeror has an interest in any litigation against MedStar.
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with MedStar or other customers.
- Lack of competency as revealed by a financial statement, experience and equipment, response to questions, etc.
- Uncompleted work on other projects, which in the judgment of MedStar will prevent or hinder the prompt completion of work under this RFP.
- Offeror has an interest in more than one Response submitted for this RFP.

1.3 MedStar’s Mission

MedStar is a governmental agency created through the adoption of a uniform EMS ordinance and interlocal cooperative agreement between municipalities located in Tarrant County, Texas, under the provisions of Section 773.051 of the Texas Health and Safety Code and the provisions of Chapter 791.001 of the Texas Government Code. MedStar provides a variety of services related to mobile and prehospital healthcare, including but not limited to 911 emergency medical response, medical transportation, mobile integrated healthcare, vaccine administration, monoclonal antibody infusions, and management and consulting services. MedStar’s mission is to provide world class mobile healthcare with the highest quality customer service and clinical excellence, in a fiscally responsible manner. MedStar has been recognized as an innovator in healthcare integration.

1.4 Term of Contract

MedStar is seeking a long term, mutually beneficial relationship for EMS Medical Billing Services. The successful offeror will be asked to enter into an Agreement for services in accordance with the performance standards outlined in this RFP.

1.5 Overall Evaluation Process

Responses to this RFP will be evaluated by MedStar staff. MedStar’s Board of Directors will make the final decision regarding the award of a contract. The evaluation process will include a demonstration provided by Offeror. MedStar’s intent is to acquire the solution that provides the best value to MedStar and meets or exceeds both the functional and technical requirements identified in this RFP.

1.6 Selection Criteria

For the RFP responses that meet the minimum requirements, the following criteria will be used to evaluate Responses:

Evaluation Criteria	Weight %
Cost proposal	25
Evaluation/performance of demonstration	25
Meets or exceeds Scope of Work requirements	20
Quality, responsiveness and completeness of Response	10

Offeror stability, reputation, product history	10
Customer References	10
Total	100

The evaluation process may also include:

1. Follow-up questions and answers with some of the Offeror's
2. On-site demonstrations
3. Reference checking with other customers using the Offeror's services
4. Site visits to comparable Agency's using the Offeror's products

1.7 Final Selection Process

Once the final selection has been made, MedStar will then enter into contract negotiations with the Offeror whose overall solution best meets the needs of MedStar, which may not always be the lowest priced proposal.

1.8 Evaluation Time Line

Item	Date
Release RFP	6/18/2021
Deadline for Written Proposal Questions	6/29/2021
Response to Written Proposal Questions	7/14/2021
Proposal Due Date	7/21/2021
Proposal Evaluations	8/1/2021
Offeror Interviews (Oral Presentations)	8/1/2021 – 8/13/2021
Final Selection	8/20/2021
MedStar Board / Executive Approval	8/25/2021
Notify Offeror's of Board decision	8/26/2021
Begin Work on Final Contract	8/26/2021

MedStar reserves the right to alter the schedule above to meet the needs of MedStar.

2.0 OFFEROR RESPONSE GUIDELINES

2.1 Proposal Format

Proposals shall be prepared in accordance with the Submittal Requirements in Section 3.

2.2 Proposal Submission

Responses to this RFP must be delivered electronically only. The Offeror must submit a copy of the proposal with all exhibits no later than 4:30 p.m. CST on the proposal due date.

All Proposals must be emailed to **Steve Post, CFO** at the following address (with "Read Receipt Requested"):

spost@medstar911.org

2.3 Pre-Proposal Questions and Responses

Questions, change requests, and clarification requests must be sent via email only to Steve Post, spost@medstar911.org with "Read Receipt Requested." Respondents will communicate only with Mr. Post on matters relating to the RFP and will not communicate with any other employee or representatives of MedStar.

Questions, change requests, and clarification requests must be submitted by the due date for questions specified in Section 1.12

MedStar will make every attempt to ensure that questions, change requests, and clarification requests receive an adequate and prompt response. However, in order to maintain a fair and equitable RFP process, all Offerors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. No other sources of responses or clarification are considered valid. Contact with other employees or agents of MedStar is expressly prohibited without prior consent of the identified RFP Contact. Offerors directly contacting other employees or agents of the MedStar during any part of the RFP process, prior to the award of contract, if any, risk elimination of their proposals from further consideration.

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3.0 SUBMITTAL REQUIREMENTS

Proposals should give clear, concise information in sufficient detail and in the order presented below to allow for a comprehensive evaluation. Any submission may be construed as non-conforming and ineligible for consideration if it does not adhere to these submittal requirements. The Agency, at its sole discretion, may waive any variances from these submittal requirements and/or seek clarification.

3.1 Experience

3.1.1 Offeror's Experience with Similar Services: Provide a summary of the Offeror's experience within the last five (5) years in developing, implementing, and managing billing and collection services as described in the Exhibit A - Statement of Work (SOW), or comparable programs. Plus complete the Vendor Background Form found in the Appendix. Include Offeror's experience in the following areas:

3.1.1.1 Current experience in emergency and non-emergency medical services billing and collection of similar volume of claims (approximately 117,000 annually), Standby/Special events and Mobile Integrated Health programs, including government entities. For each program, including the following information:

3.1.1.1.1 Total number of claims processed annually

3.1.1.1.2 Gross amounts billed

3.1.1.1.3 Total amount of annual collections

3.1.1.1.4 Net collection rate for all medical services billed

3.1.1.1.5 Fees paid to the Offeror for the services provided

3.1.2 Organizational Chart and Staffing:

3.1.2.1 Organization Chart: Provide an organizational chart that describes the Offeror's overall organization and illustrates the relationship of the proposed program with other organizational divisions, programs and sections. Indicate the lines of organizational management, authority and responsibility.

3.1.2.2 Biographical summaries for key personnel that may be assigned to this project.

3.1.2.3 Staffing Chart: Provide a staffing chart that describes the Offeror's proposed program and identifies program staff positions (by name and title, if known) and reporting responsibility. Offeror may combine both the organizational and staffing charts, as long as all of the requested information is presented.

3.1.2.4 Identify the roles and responsibilities of each lead staff and team member.

3.1.3 Multi-Lingual Capability: Describe your multi-lingual/multi-cultural service offerings for individuals who do not utilize English as their primary language. If this capability does not currently exist within the program, describe alternate methods to ensure that language appropriate services are available.

3.1.4 Litigation: Provide a description of any active litigations and their resolution in the past five (5) years related to the contractor's performance. Provide a copy of a letter from the Offeror's attorney and/or in-house legal counsel concerning the status of lawsuits

and pending litigation for the most recent year (if applicable). IF THERE ARE NONE, PLEASE STATE SUCH IN THE PROPOSAL.

- 3.1.5 Offeror must provide reviewed and audited financial statements for the past three years or time in business if shorter.
- 3.1.6 Vendor shall not be suspended, excluded or disbarred from participating in any State or Federal programs and shall not be tax delinquent.
- 3.1.7 References: Provide three (3) business references for which the Offeror has provided services in the last 5 years using the Client Reference Form provided in the Appendix. The Offeror should have provided work product of a similar scope to the Agency's requirements. References shall include the following:

- 3.1.7.1 Name of customer / Agency

- 3.1.7.2 Dates of services provided

- 3.1.7.3 Contact name, position

- 3.1.7.4 Contact business email and business telephone number

Agency will make reasonable attempts to contact any reference, and the inability to contact a reference may be treated as an unfavorable reference for evaluation purposes. An unfavorable response is a response from a listed reference stating they would not enlist the Offeror to perform services again in the future, or comments provided that the Agency deems to be substantially negative or reflective of substandard service. The Agency reserves the right to contact other Agency for which an Offeror has previously performed under contract. The Agency may, at its sole discretion, disqualify an Offeror if the requested number of references stated is not provided or responses are considered unfavorable.

3.2 Program Description

Provide a detailed description *how* the Offeror will perform the requirements of Exhibit A - Statement of Work, in a maximum of twenty (20) pages. When evaluating the proposals, the Agency does not have any obligation to read past the maximum page limit listed above. Focus on the methods and procedures that the Offeror will use to meet the key requirements specified in SOW sections referenced below. Descriptions for each work component should be in the same sequential order as listed below, and each description should be labeled with the appropriate section number.

- 3.2.1 Provide a detailed description of how Offeror will meet the requirements of Exhibit A Section 6.1 and 6.2 to operate as an independent billing and collection service and follow the approved schedule of fees.
- 3.2.2 Provide a detailed description of the Strategic Account Manager's responsibilities and duties as required in Section 6.3 of **Exhibit A – Statement of Work**.
- 3.2.3 Provide a detailed description of the Offeror's implementation plan to obtain billing data for all ambulance services, payor source information, patient eligibility, services provided, and patient condition as listed in section 6.4 of **Exhibit A – Statement of Work**.

- 3.2.4 Provide detailed description of how the Offeror plans to safeguard the confidentiality of all collected data, ensure that patient information is not disclosed beyond the uses specified in this contract and report any unauthorized access to the patient information to the Agency immediately.
- 3.2.5 Provide details of Offeror's plan to establish and maintain a financial and banking plan for the Agency and share data including deposits, collections and other data with the Agency.
- 3.2.6 Provide a description of Offeror's ability to provide monthly, quarterly and annual reports, or other reports regarding the billing and collection services in this contract.
- 3.2.7 Provide a detailed description of how Offeror will meet the following requirements of **Exhibit A – Statement of Work Section 7**.
 - 3.2.7.1 Retrieval of Patient Demographic Information for Billing as listed in **Exhibit A – Statement of Work Section 7.1**
 - 3.2.7.2 Process for Verification of Patient Patient Demographic Information as required in **Exhibit A – Statement of Work Section 7.2**.
 - 3.2.7.3 Determination of Appropriate Payor as required in **SOW Section 7.3**. Describe your ability to interface with and extract information from a bi-directional data exchange such as ESO Health Data Exchange. Describe your ability to interface with and extract information from facilities and hospitals billing systems to assist with identifying the payor source for all claims.
 - 3.2.7.4 Receipt of Payments as required in **Exhibit A – Statement of Work Section 7.4**
 - 3.2.7.5 Unpaid Accounts as required in **Exhibit A – Statement of Work Section 7.5**
 - 3.2.7.6 Refunds as required in **Exhibit A – Statement of Work Section 7.6**
- 3.2.8 Data Collection and Reporting Requirements: Describe Offeror's methodology to collect and submit all required data and reports listed in **SOW Section 8**. Describe the process and identify staff responsible for maintaining and tracking data, and how the Offeror plans to ensure the quality of the data.
- 3.2.9 Automation: Describe the automation that will be used by the Offeror to meet data collection and the automation requirements noted in **SOW Section 9**. Describe the process and identify staff responsible for maintaining automation, collecting and reporting of the data and monthly invoices accompanied by electronic reports.
- 3.3.1 This procurement will result in a percentage of revenue collected contract. The Agency is committed to obtaining optimal cost efficiency, i.e., lowest overall price for the highest overall performance. The Agency reserves the right to award to the Offeror submitting the proposal that represents the best value to the Agency based on the evaluation criteria in the RFP.

3.3.2 Exhibit B - Payment Schedule: Fees will be paid based on a percentage of revenue collected. Offeror shall complete **Exhibit B – Fee Schedule** proposing a percentage of revenue collected basis.

END -- see attachments and Appendix.

EXHIBIT A – STATEMENT OF WORK

1. Scope of Work/Purpose

Contractor shall provide billing and collection services for the following ambulance services and related programs:

1. 9-1-1 Advanced Life Support Emergent (ALSE-1) A0427
2. 9-1-1 Advanced Life Support Emergent (ALSE-2) A0433
3. 9-1-1 Basic Life Support Emergent (BLSE) A0429
4. 9-1-1 Advanced Life Support Emergent Triage, Treat or Transport (ALSE-1) (ET3) A0427W
5. 9-1-1 Basic Life Support Emergent Triage, Treat or Transport (BLSE) (ET3) A0429W
6. 9-1-1 Ambulance Response Treatment No Transport –A0998
7. Scheduled Advanced Life Support Non-Emergent (ALSN) A0426
8. Scheduled Basic Life Support Non-Emergent (BLSN) A0428
9. Scheduled Specialty Care Treatment &Transport (SCT) A0434
10. Advanced Life Support Disposable Supplies A0398
11. Basic Life Support Disposable Supplies A0382
12. Advanced Life Support Oxygen A0422
13. Basic Life Support Oxygen A0422
14. Mileage (per mile) A0425
15. Flight Crew Transport
16. Mobile Integrated Healthcare Programs
17. Standby and Special Events
18. Membership Programs
19. Charity Care Program (see Section 7.3.4)

Additionally, Contractor shall provide reports on billing and collection activity to Agency staff based on the schedule and availability mutually approved by the Agency and the Offeror. The Agency would prefer a process that allows real-time, dashboard type of data review, in addition to regularly scheduled reports as agreed to between the Agency and the Offeror.

2. Background Information

MedStar Mobile Healthcare (“Agency”) is the trade name for the Metropolitan Area EMS Authority (MAEMSA). The MAEMSA is an interlocal, governmental administrative agency established through an interlocal cooperative agreement between municipalities under the provisions of Section 773.051 of the Texas Health and Safety Code and the provisions of Chapter 791.001 of the Texas Government Code. Each member municipality also adopts a uniform EMS ordinance.

The cost of operating the Agency is funded through ambulance user fees, fees paid by facilities (hospitals, nursing homes, etc.), Standby/Special Event service fees, Mobile Integrated Healthcare program fees, fees for consulting and management services, and various other healthcare programs.

The Agency desires to contract with a third-party contractor who specializes in the efficient billing and collection of ambulance fees and programs as outlined in Exhibit A – Statement of Work. The rates charged for ambulance services are established by the Board of Directors of the Agency. Third parties, including government and commercial insurers, are billed first when they can be identified. Deductibles and co-payments are collected from patients. Patients are also billed for all the unpaid balances left after less than full payment by third party payors. The patient is billed for the full amount if no third party payors can be identified or if the patient is uninsured.

The Agency’s fiscal year runs from October 1 – September 30. Information provided below is for the fiscal years of 2019 and 2020.

Billable Services by the Agency:

	FY 2019	FY 2020
Total Transports	117,123	113,969

Net Cash Posted by the Agency:

	FY 2019	FY 2020
Annual Net Collections from Ambulance Fees	45,043,683	43,713,147
Standby/Special Events Annual Net Collections	327,043	223,494
MIH Program Annual Net Collections	292,483	346,375

Gross Charges Generated by the Agency:

	FY 2019	FY 2020
Ambulance Transport Annual Gross Charges	176,008,132	169,060,110
Standby/Special Events Annual Gross Charges	529,768	328,122
MIH Program Annual Gross Charges	445,472	358,969

Number of Emergency and Non-Emergency transports broken down by service level:

	FY 2019	FY 2020
Emergency Transports (ALSE 1)	57828	54340
Emergency Transports (ALSE 2)	1733	2354
Non-Emergency Transports (ALS-NE)	3288	3347
Emergency Transports (BLSE)	37878	36489
Non-Emergency Transports (BLSN)	8748	9308
Treatment no Transport (Care 3)	6122	6419
Care Given On Scene DOS (Care 4)	297	436
Long distance Transports	226	249
Specialized and Critical Care Transports (SCT)	819	822
Air Crew Transports	184	205
Total Transports	117123	113969

Current Rates for each of the service levels:

	FY 2019	FY 2020	As of Feb. 1, 2021
ALSE 1 and 2 Emer	\$1,485.00	\$1,485.00	\$1,585.00
ALS-BLS Emer	\$1,485.00	\$1,485.00	\$1,585.00
ALS1 Non-Emer	\$911.00	\$911.00	\$911.00
ALS-BLS Non-Emer	\$911.00	\$911.00	\$911.00
SCT	\$2,540.00	\$2,540.00	\$2,540.00
Treatment no Transport	\$500	\$500	\$500
Care Given on Scene DOS	\$1,544.00	\$1,544.00	\$1,544.00
Air Crew Transports	\$225.27	\$225.27	\$225.27

Emergency/Non-Emergency Mileage	\$15.00	\$15.00	\$17.00
Per Mile Charge	\$15.00	\$15.00	\$17.00

Miles Driven Per Year:

	FY 2019	FY 2020
Miles Driven Per Year	881,970.84	859,434.38

Payor Mix:

	Payor Mix	
	FY 2019	FY 2020
PAYOR		
Medicare	21.62%	19.88%
Medicare Advantage	18.90%	20.65%
Medicaid	2.08%	1.42%
Medicaid MCO	15.12%	14.87%
Commercial	15.84%	15.50%
Uninsured	24.19%	25.10%
Facility Responsible	1.70%	2.17%
Stand-By/Special Events	0.30%	0.19%
MIH Programs	0.25%	0.21%

3. Goals and Outcomes

3.1 Goal: Contractor shall provide billing and collection services for all ambulance services and programs listed under Exhibit A – Statement of Work 1. Scope of Work/Purpose

3.2 Outcome Objectives

3.2.2 Contractor shall maintain a minimum monthly gross collection rate of twenty-five percent (25%) on accounts.

The collection rate shall be defined as the net revenue ***collected*** divided by the gross amounts billed.

This calculation shall begin after the sixth month of the agreement, and be calculated on revenue received for the dates of service in month one of the agreement.

For each month thereafter, the monthly collection rate will be determined on a rolling six-month basis, using the same calculation for the six-month look-back period.

For example:

Date of Service	Amount Billed	Amount Collected (<i>as of June for Jan Dates of Service</i>)	Collection %
Jan-21	\$15,000,000	\$4,500,000	30.00%

The Agency recognizes that from time to time, fees charged for services will change, which may change the expectation for the monthly collection rate. When fee changes are instituted, the Agency and the Contractor shall agree in writing on updated monthly

collection rate goals and incorporate these updated goals in an addendum to the service agreement.

3.3 Process Objectives

3.3.1 Contractor shall process information for 100% of billings submitted to the Contractor by the Agency for all services provided as described in Section 1.

4. Target Population and Geographic Area

4.1 Target Population: The Agency responds to emergency and non-emergency calls for both residents and non-residents within the Agency's service area, as defined in 4.2 below. In addition, the Agency may also be asked to respond to emergency and non-emergency calls outside of the Agency's primary services area boundaries. Each of these situations may result in a billable fee that would be referred to the contractor.

4.2 Geographical/Regional Service Area(s):

4.2.1 Metropolitan Area EMS Authority currently provides services within the boundaries of its fifteen member cities. Those cities include:

Blue Mound, Burleson, Edgecliff Village, Forest Hill, Fort Worth, Haltom City, Haslet, Lakeside, Lake Worth, River Oaks, Saginaw, Sansom Park, Westover Hills, Westworth Village, and White Settlement

5. Definitions

5.1. ALS: Advanced Life Support

5.2. BLS: Basic Life Support

5.3. SCT: Specialty Care Transport

5.4. ET3: Emergency Triage, Treat and Transport

5.5. Account: Electronic record maintained for each service that specifies the amount owed, payor identified, and transactions.

5.6. Collections: Total amount of payments received on accounts during a specified time period. For the purposes of this contract, this term does not refer to a Collection Agency, or a third-party entity that pursues payments on loans or debts when billing and collection efforts described herein have been unsuccessful.

5.7. Invoicing Cycle: An invoice is created immediately upon receipt of patient and transport information. Payment in full is due 30 days after the service was rendered. Contractor shall attempt to collect unpaid accounts using standard collection methods. Unpaid balances remaining after 180 days shall be referred to the Agency for further collection efforts.

5.8. Net Collections: Total amount of payments received on accounts during a specified time period, minus any refunds applied to the account.

5.9. Mutual Aid Services: Ambulance services provided by the Agency at locations outside the Agency's service area under an agreement with another ambulance service provider.

5.10. Self-Pay Account: An account where a third-party payor has not been identified and the individual receiving the service, or a responsible party, is billed.

6. General Requirements.

6.1. Independent Billing and Collection Service: Contractor shall operate as an independent billing and collection entity, and Agency will designate Contractor as its agent for the purpose of providing the billing and collection services. Contractor shall conduct itself as the intermediary for Medicare, Medicaid, Commercial Insurance, Payor agreements that include Facility,

Standby/Special Events, MIH programs, membership programs and other sources of payment.

- 6.2. Contractor shall submit billing based on the current fee schedule approved by the Board of Directors. Established Fees are listed below:

Service Level/Type	HCPCS Code	Fee
Advanced Life Support (ALS) - Emergency	A0427	\$1,585.00
ALS - Level 2 – Emergency	A0433	\$2,540.00
ALS - Non-Emergency	A0426	\$911.00
ALS Disposable Supplies	A0398	\$156.00
Basic Life Support (BLS) – Emergency	A0429	\$1,585.00
BLS - Non-Emergency	A0428	\$911.00
BLS Disposable Supplies	A0382	\$100.00
Oxygen	A0422	\$75.00
ET3 Treatment in Place – ALS	A0427W	\$1,585.00
ET3 Treatment in Place – BLS	A0429W	\$1,585.00
Ambulance Response, Treatment, No Transport - <i>Patient Initiated</i>	A0998	\$500.00
Specialty Care Treatment, or Transport	A0434	\$2,540.00
Mileage (per mile)*	A0425	\$17.00
Flight Crew Transport Only	N/A	\$225.27
<i>*For multi-patient transfers, rate is split</i>		

- 6.3. Strategic Account Manager: Contractor shall designate a Strategic Account Manager to serve as the liaison with Agency.

6.3.1. Strategic Account Manager must have working knowledge of emergency medical services billing operations and serve as a point of contact for communications regarding billing services.

6.3.2. Contractor shall notify the Agency of changes to the designated Strategic Account Manager within three (3) business days.

- 6.4. Agency Coordination

6.4.1. Contractor shall coordinate with the Agency to obtain the following:

6.4.1.1. All ePCR information contained in Image Trend which includes but is not limited to the following: patient demographic information, level of service, priority level of incoming call to the call center, patient assessment and treatment, mileage, chief complaint, HIPAA signature, billing signature and crew information.

6.4.1.2. Required paperwork and authorizations for all Non-Emergency scheduled transports to complete the billing process.

6.4.1.3. Standby/Special Event agreements to bill for the scheduled services and/or event.

6.4.1.4. MIH program documentation required to complete the billing process for each program.

6.4.1.5. Membership Program documentation.

- 6.4.2. Training. Contractor shall provide training to Agency staff regarding Contractor's billing processes at least once a year and at Agency's request.
- 6.5. Agency Access: Contractor shall allow the Agency to monitor, audit, review, examine, or study the methods, procedures, and results of the billing and collection methods used.
- 6.6. Adherence to State and Federal Laws and Regulations: Contractor shall adhere to all state and federal laws and regulations in effect during the term of this contract.
- 6.7. Confidentiality:
 - 6.7.1. Contractor shall be responsible for abiding by applicable laws and regulations regarding data collected for Agency with adherence with all applicable federal standards for privacy and security of identifiable health information, located at 45 C.F.R. parts 160 and 164, Subparts A and E (the "Privacy Rule") and Part 164, Subparts A and C (the "Security Rule"); as amended by the Health Information, Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("ARRA"), and the HIPAA Omnibus Final Rule, 78 Fed. Reg. 5566 (Jan. 25, 2013) (collectively the "HIPAA Rules")
 - 6.7.2. Contactor shall use administrative, physical, and technical safeguards to prevent unauthorized access to patient records.
 - 6.7.3. Contractor shall not use or disclose patient information beyond the uses specified in this contract.
 - 6.7.4. Contractor will promptly report any unauthorized access to patient information to the Agency, as required by the Contract.
 - 6.7.5. Contractor shall execute a Business Associate Agreement ("BAA") with Agency and shall abide by all provision therein through the duration of services provided.
- 6.8. Financial and Banking Information:
 - 6.8.1. Agency will establish and maintain a lock box at Frost bank.
 - 6.8.2. Contractor shall deposit all collections received to the designated bank account.
- 7. Specific Requirements for Service Delivery
 - 7.1. Retrieval of Patient Demographic Information for Billing
 - 7.1.1. The Agency uses ImageTrend as its ePCR provider. Contractor shall develop and maintain procedures for electronic retrieval of information from ImageTrend regarding ambulance services which includes but not limited to the following: patient demographic information, level of service, priority level of incoming call to the call center, patient assessment and treatment, mileage, chief complaint, HIPAA acknowledgement signature, billing signature, crew information and signature. Contractor shall provide this information to the Agency upon request.
 - 7.1.2. Notification to the Agency of any accounts that require special attention when an ePCR is incomplete.
 - 7.1.3. Contractor shall begin retrieval of Patient Demographic Information and patient electronic medical record for ambulance services provided on or after the effective date of the Contract.

- 7.1.4. Contractor will develop and implement a process to bill and collect for all Emergency and Non-Emergency transports performed by the Agency.
- 7.1.5. Contractor will develop and implement a process to manage the Agency's Membership Programs.
- 7.1.6. Contractor will develop and implement a process to bill and collect for Agency's Stand-By and Special Events.
- 7.1.7. Contractor will develop and implement a process to bill and collect for Agency's Mobile Integrated Health Programs.
- 7.1.8. Contractor will develop and implement a process to track all transports deemed as Charity Care.

7.2. Process for Verification of Patient Demographic Information

- 7.2.1. Once the Patient Demographic Information is received, Contractor shall review each record for completeness and accuracy.
 - 7.2.1.1. Contractor shall develop and maintain procedures to verify Patient Demographic Information. Contractor shall provide this information to the Agency upon request. Contractor shall make efforts to complete the missing information including the following:
 - 7.2.1.1.1. Contact with the appropriate Agency personnel.
 - 7.2.1.1.2. Contact with patients who received services, when appropriate.
 - 7.2.1.1.3. Contact with facilities that receive transported patients, when appropriate.
 - 7.2.1.1.4. Discuss issues regarding information verification at Agency/Contractor meetings.
- 7.2.2. Once patient information is complete, Contractor shall create a patient account for the service provided.

7.3. Determination of Appropriate Payor

- 7.3.1. For all accounts, Contractor shall screen for all available payors, including but not limited to individuals, insurance carriers, Medicare FFS, Medicare Risk, Medicaid, Medicaid MCO, third parties, governmental and quasi-governmental payors or payment programs, and any other source of payment.
 - 7.3.1.1. Prepare and submit claim(s) and any other required forms to all appropriate payors, electronically when possible.
 - 7.3.1.2. Track all claims submitted and implement a follow-up system for denied or disallowed claims and claims that have not received a response or were returned as undeliverable. Contractor shall provide this information to the Agency upon request.
- 7.3.2. Denied or Disallowed Claims: Contractor shall implement a procedure for handling denied or disallowed claims that includes:
 - 7.3.2.1. Reviewing claims previously submitted for accuracy.
 - 7.3.2.2. Resubmitting claims per the payor's appeal process where applicable.

7.3.2.3. Contacting patients who received services.

7.3.3. Claims with No Response or Returned as Undeliverable

7.3.3.1. For submitted claims that do not receive a response within 30 calendar days (or longer per payor guidelines) or are returned as undeliverable, contractor shall follow up with payor on claim and resubmit claim where appropriate.

7.3.3.2. If it is determined that claim was not submitted to the appropriate payor, contractor shall re-screen to determine appropriate payor.

7.3.3.3. If no appropriate third-party payor can be identified, contractor shall handle the account as a self-pay account.

7.3.4. Self-Pay Accounts

7.3.4.1. When a third-party payor cannot be identified, Contractor shall send an invoice for services to the individual who received services or to a responsible party for that individual. circumstances. The invoice shall contain:

7.3.4.1.1. Date of services.

7.3.4.1.2. Name of patient.

7.3.4.1.3. Services provided.

7.3.4.1.4. Name of hospital for ambulance transports.

7.3.4.1.5. Account information including account number, amount due, and a due date.

7.3.4.1.6. A toll-free number and email address on all billing statements for direct patient contact with Contractor.

7.3.4.1.7. Payment instructions.

7.3.4.2. Contractor shall implement procedures to offer interest free, structured payment plans on self-pay accounts, when requested, on terms approved by Agency, and to refer accounts to Agency for qualification under Agency's Charity Care policy.

7.3.4.2.1. Contractor shall send a monthly invoice to patients who opt for a structured payment plan.

7.3.4.2.2. Monthly invoices must meet the criteria specified herein.

7.3.4.2.3. Contractor shall submit payment plan procedures to the Agency for approval within 60 days of Contract execution and annually thereafter, if requested.

7.3.4.2.4. Contractor shall identify patients who meet the criteria for charity care under Agency's Charity Care Policy and return those accounts to Agency and take no further action for collection unless requested by Agency in writing. A copy of Agency's Charity Care Policy is available from Mr. Post upon request.

7.3.4.3. Contractor shall develop and implement a system to identify and bill for f non-emergency transports for which a facility is responsible and to follow up non-payment for such transports, as well as non-payment for Standby/Special Events and MIH accounts, beginning 30 calendar days after an initial invoice is sent.

7.3.4.3.1. If no payments or response is received from initial invoice and invoice was not returned as undeliverable, contractor shall send another invoice on identified accounts meeting the same criteria outlined above and clearly labeled as the second attempt to collect.

- 7.3.4.3.2. Contractor shall submit a report to the Agency of all accounts where no response is received after the second invoice.
- 7.3.4.3.3. If the patient receives the invoice and contacts the contractor with new third-party billing information, contractor shall follow the requirements for third party billing.

7.4. Receipt of Payments

- 7.4.1. Contractor must develop and maintain a process to ensure that every payment received is tracked, credited to the appropriate account, deposited into the designated bank account, and included in the required reporting to the Agency. Contractor shall provide this information to the Agency upon request.
- 7.4.2. All payments received by the Contractor must be deposited into the designated bank account within three (3) business days.

7.5. Unpaid Accounts

- 7.5.1. Contractor shall transition all remaining unpaid accounts from the Agency's current in-house billing system into its billing system within 90 days after execution of this contract.
- 7.5.2. 90 days after the completion of the contract term, including any option years, Contractor shall transition all remaining unpaid accounts into the billing system of the new selected provider of billing and collection services for the Agency and shall be paid in accordance with Exhibit C pricing.
- 7.5.3. Contractor shall track accounts more than 180 days old for which no payments have been received and previous attempts to bill and collect have been unsuccessful and provide the list of accounts monthly to the Agency.
- 7.5.4. Contractor shall implement and maintain a process for tracking payments collected by the Agency's collection company for accounts older than 180 days.
- 7.5.5. Agency will determine which unpaid accounts are uncollectible and may be written off.

7.6. Refunds

- 7.6.1. Contractor shall submit refund requests monthly and required documentation to Agency for processing and payment.
- 7.6.2. Refund documentation shall include at a minimum: official refund request letter, account refund report or account summary, copy of original payment, payor financial summaries, and the date the payment was deposited into Agency bank account.

8. Data Collection and Reporting Requirements

- 8.1. Contractor shall provide Agency reports with charts after each month end closeout with monthly and cumulative data by the 5th business day of the following month in a format to be agreed upon between Contractor and Agency. Contractor will provide Agency access to an Online Dashboard with real-time drillable data with the ability to download in excel and pdf formats. The reports and charts should tie to the monthly invoice and should include, at minimum, the following:
 - 8.1.1. Monthly and year to date Activity Summary report by payor run by Period or Trip Date that includes Gross Charges, Contractual allowances, net charges, revenue adjustments, payments, write-offs, refunds and net balance.

- 8.1.2. Monthly and year to date reporting by run number, trip date, posted date, charge type, HCPCS code, modifier, ICD9 code, ICD10 code, to include gross charge, contractual allowances, net charges, revenue adjustments, payments, write-offs, refunds and net balance.
- 8.1.3. Monthly reporting on Net Collections by service, Net Collections by month, Payor Mix, Run Mix, Loaded Patient Miles and AR Days.
- 8.1.4. Monthly Activity Summary Report by member city.
- 8.1.5. Summary and Detail Monthly Credit as a Type Report detailing the credits posted for the month to include manual and automatic contractals, revenue adjustments, refunds, payments and write-offs.
- 8.1.6. Monthly and Year to date gross charges by Emergent level of service and Non-Emergent level of service.
- 8.1.7. Monthly and Year to date gross charges by Facility responsible party, Stand-by/Special Event responsible party and MIH responsible party.
- 8.1.8. Membership Reporting: Monthly Roster Report. Membership Revenue Report to include trip data by member with gross charges, contractual allowances, net charges, revenue adjustments, payments, write-offs, refunds and net balance. Also provide year over year comparison reports of number of renewals vs number of non-renewals.
- 8.1.9. Aging reports by payor, aging date and trip date.
- 8.1.10. Denial Reason Report of all denials by Payor, denial reason and patient name.
- 8.1.11. Compliance reporting: ePCR Documentation by Paramedic Analysis Summary Report, ePCR Documentation by Agency Analysis Summary Report and ePCR Documentation Analysis Summary with industry benchmarking. Collection rates/amount by crew member.
- 8.1.12. Monthly records of daily bank deposits by type.
- 8.1.13. Other data:
 - 8.1.13.1. Provide an annual report in a format that is easily followed for the purpose of sharing with Agency Executives and Board of Directors. The annual report shall include a summary of the year's work by the contractor and their success in handling revenues and collections and include graphs and charts as visual aid.
 - 8.1.13.2. Self-Pay Accounts more than 90 days old with no payments or responses
 - 8.1.13.3. Other information and reports as requested by the Agency.
- 8.2. Contractor shall provide reporting to the Agency for Medicaid and Medicare cost reporting purposes. Contractor shall also provide year-end ad-hoc reports to Agency's outside audit company.
- 8.3. Contractor shall retain all source documentation for seven (7) years from incident date, or until the patients 21st birthday if a minor at the time of service, after which time Contractor shall destroy such documentation using records disposal procedures that prevent physical and/or digital retrieval or reconstruction of said documentation using NIST 800-88 guidelines.

- 8.3.1. Contractor shall maintain the confidentiality of all source documentation by securing it in locked, secure, and/or password protected storage when not in use and until such time as it is destroyed.
- 8.3.2. Contractor shall maintain and make available to the Agency upon request, a destruction record which shall include a description of the documentation destroyed, the format of the documentation, and the date and method of destruction using NIST 800-88 guidelines.

9. Automation

- 9.1. Contractor shall provide and maintain an electronic system or a system integrated with Image Trend for retrieving patient ambulance data including demographic information, insurance, and miles of transport from ambulance service providers.
- 9.2. Computerized Billing System: Contractor shall provide and maintain a computerized billing system with the following capabilities:
 - 9.2.1 Create accounts for all ambulance records received from Agency.
 - 9.2.2 Generate electronic claims to be filed with major payors.
 - 9.2.3 Track status of all accounts, including a method for follow up notifications at timed intervals after an action has been taken on an account.
- 9.3. Contractor shall provide all required reports electronically to include monthly reports accompanying the invoices and maintain records of each report.

EXHIBIT B: PRICING/PAYMENT SCHEDULE

1. **Compensation:** Payment of services, under Exhibit A Statement of Work will be based on a percentage of revenue collected, after Agency review and acceptance of required monthly reports.
2. **Payment Schedule:** This is a percentage of revenue collected. All requests for payment are subject to Agency approval based upon submitted documentation at the time of invoice.

Contract Term	Deliverable	Payment Frequency	Amount
Initial Term October 1, 2021 – September 30, 2022	All reports required per Exhibit A including total net collections	Monthly	___% of Net Collections
Option Period 1 October 1, 2022 – September 30, 2023	All reports required per Exhibit A including total net collections	Monthly	___% of Net Collections
Option Period 2 October 1, 2023 – September 30, 2024	All reports required per Exhibit A including total net collections	Monthly	___% of Net Collections
Option Period 3 October 1, 2024 – September 30, 2025	All reports required per Exhibit A including total net collections	Monthly	___% of Net Collections
Option Period 4 October 1, 2025 – September 30, 2026	All reports required per Exhibit A including total net collections	Monthly	___% of Net Collections

3. **Invoices**

- 3.1. Contractor shall submit one monthly invoice to the Agency by the 15th of the following month.
- 3.2. Invoices shall be submitted to accountspayable@medstar911.org.
- 3.3. Contractor will be responsible for reimbursing the Agency for any claim that is denied do to timely filing. The amount Contractor will reimburse the Agency will be the Usual and Customary Rate as defined by the Fair Health Database.

EXHIBIT C

Offerors should expect that the provisions below will be part of any contract issued by MedStar under this RFP. Any exceptions or objections to these provisions MUST be included in Section 10 of your Response. Otherwise, submission of your Response binds you to these terms and they will not be subject to negotiation.

Standard Contractual Provisions

1. *Indemnification.* To the extent permitted by law, and without waiving any immunities or defenses otherwise available against third parties, each party agrees to indemnify, defend and hold the other party, and the other party's officers, employees and agents, harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the party's breach of this Agreement, or which relate to any act or omission undertaken or caused by the indemnifying party. The foregoing indemnification obligation includes Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services. The indemnifying party will have the right, but not the obligation, to control the intake, defense, and disposition of any claim or cause of action for which indemnity may be sought under this section. No claim for which indemnity is sought by a party will be settled without that party's prior written consent, which shall not be unreasonably delayed or withheld. An indemnifying party's liability obligation shall be reduced to the extent that a claim is caused by, or the result of, the indemnified party's own willful or intentional misconduct, or negligence or gross negligence.

2. *Alternative Dispute Resolution:* If the parties are unable to resolve a dispute informally, the dispute will be settled by final and binding arbitration. The cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs. No party may submit a dispute to arbitration without first giving the other party the opportunity to engage in formal mediation.

3. *Assignment.* This Agreement may not be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns.

4. *Amendment.* No amendment or modification of this Agreement will be valid or binding upon the parties unless such amendment or modification is in writing and executed by a duly authorized representative of each party.

5. *Severability.* If any provision of this Agreement is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement will be valid and enforceable to the fullest extent permitted by applicable law.

6. *Other Terms.* MedStar will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into this Agreement or a duly executed amendment thereto.

7. *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.

8. *Merger and Conflicts with RFP and Response.* This Agreement, together with the RFP and the Offeror's Response, Exhibits, Statements of Work, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to

the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. No representation, promise, inducement, or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement will act only to provide illustrations or descriptions of products and services to be provided, and will not act to modify this Agreement or provide binding contractual language between the parties. To the extent there is a conflict between this Agreement and the terms of the RFP or the Offeror's Response, the terms of this Agreement shall control.

9. *Compliance with Laws.* MedStar and Offeror and their employees shall perform under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations, all applicable rules and regulations set by the State of Texas.

10. *Independent Contractors.* None of the provisions of this Agreement are intended to create and none shall be deemed or construed to create any relationship between the parties other than that of independent contractors. Neither Provider nor its employees shall be considered the employee of MedStar. This Agreement shall not create the relationship of employer-employee, partnership, or joint venture. Neither party shall have the right or power in any manner to unilaterally obligate the other to any third party, whether or not related to the purpose of this Agreement.

11. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of law's provisions and the venue of any litigation arising from this Agreement shall be in the District Courts of Tarrant County, Texas or the United States District Courts of the Northern District of Texas located in Fort Worth, Texas. The venue of any dispute resolution activity shall be in Fort Worth, Tarrant County, Texas.

12. *Waiver.* The failure to comply with or to enforce any term, provision, or condition of this Agreement, whether by conduct or otherwise, shall not constitute or be deemed a waiver of any other provision hereof; nor shall such failure to comply with or to enforce any term, provision, or condition hereof constitute or be deemed a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

13. *Taxes.* Provider recognizes that MedStar qualifies as a tax-exempt governmental agency pursuant to Section 151.309 of the Texas Sales, Excise, and Use Tax Code, and is not responsible for payment of any amounts accountable or equal to any federal, state or local sales, use, excise, personal property, or other taxes levied on any transaction or article provided for by this Agreement.

14. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute one and the same instrument for all purposes.

15. *Confidentiality.* Each party agrees to keep the other party's proprietary information, including all information relating to any of the products or services required under this Agreement, confidential and not to use such proprietary information except as necessary to perform under this Agreement. Upon expiration or termination of this Agreement, each party will return to the other party its respective proprietary information. Without limiting what is MedStar's confidential information, all information relating to patients and employees of MedStar is confidential.

Appendix - Proposal Forms

The Appendix contains various forms that should be prepared and submitted along with the Offeror's Response. The intent of providing such forms is to ensure comparability between proposals. Included in the Appendix are the following forms:

- Binding Response Form (Use as cover Sheet for Proposal)
- Vendor Information Form
- Vendor Background Form
- Client Reference Form

BINDING RESPONSE FORM

Attach as Cover Page to Technical Proposal and to Cost Proposal

RFP Title: **MedStar Medical Billing Services**

RFP ID no. **2021-001**

OFFEROR NAME: _____

DATE OF SUBMISSION: _____

On behalf of the above named Offeror, I hereby submit the attached Response to RFP no. 2021-001 MedStar Medical Billing Services issued by the Metropolitan Area EMS Authority (MedStar Mobile Healthcare). I certify that I am authorized to bind the Offeror to the terms of the attached Response (Technical Proposal) and the terms of the Cost Proposal which is being submitted separately to MedStar Mobile Healthcare. The Response, including the Cost Proposal, shall be binding on the Offeror for no less than 120 days from the deadline for submission. I understand that this Response may not be withdrawn after the deadline for submission. On behalf of the Offeror, I agree that any inaccuracies or errors in the Response or Cost Proposal are the sole responsibility of the Offeror and will be binding on the Offeror, notwithstanding the inaccuracies or errors.

I further certify that Offeror has not prepared this Proposal in collusion with any other Offeror, and that the contents of this Proposal as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other Offeror or to any other person(s) engaged in this type of business prior to the official opening of this Proposal. And further, that neither the Offeror nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a Proposal or not submit a Proposal thereon.

AUTHORIZED SIGNATURE:

By: _____

Title: _____

VENDOR INFORMATION FORM

Name of Business:	
Principal Contact Person:	
Address 1:	
Address 2:	
Address 3:	
Telephone:	
E-mail:	
Name of Individual Project Manager:	
Telephone:	
E-mail:	
Location of Project Office:	

VENDOR BACKGROUND FORM

Vendor name:			
Is Vendor prime contractor:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
1.	What are the key differentiators of your company and its proposed solution?		
2.	What awards has your company or proposed solution obtained that are relevant to this project?		
3.	What documentation is available from an independent source that positively promotes either the company or products and services the Vendor is offering?		
4.	What strategic alliances have you made to further strengthen your products and services?		
5.	How do you guarantee the products and services provided by your company?		
7.	What is your niche in the marketplace and your preferred customer size?		
8.	Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.):		
10.	Please describe your commitment to providing solutions for the public sector marketplace:		
11.	How many fully operational customer installations of the product proposed in this RFP, currently in production, has the Vendor completed?		
	Location	Date	Quantity
12.	How many fully operational customer installations, in total, has the Vendor completed?		
	Location	Date	Quantity

VENDOR BACKGROUND FORM (cont.)

13.	Please state the year the Vendor started in the business of selling the proposed solution to local governments:		
14.	Where is the Vendor's closest support facility/sales office?		
15.	Where is the Vendor's company headquarters?		
16.	Please list the Vendor's sales in the previous three years:		
		Year	Sales
		2014	
		2013	
		2012	
17.	How many total employees does the Vendor have in each of the following categories:		
		Area	Number
		Sales/Marketing	
		Management/Administration	
		Help Desk Staff	
		Development Staff	
		Other	
		Total:	
18.	What is the Vendor's hourly rate for implementation assistance beyond that which is included in the Vendor Response by skill set?		
		Rates for Additional Implementation Assistance	
		Skill Set	Hourly Rate
			\$ / hr.
			\$ / hr.
			\$ / hr.
19.	What would be the Vendor's preferred comparably sized, site visit location?		

CLIENT REFERENCE FORM

Provide a list and profile of at least three EMS agencies currently using the monitors and at least three EMS agencies currently using the AED. Reference to clients/customers also using Image Trend Elite software will be most valuable. The profile must include the date's of service billings services provided, number of trips billed annually for the past two years and Payor Mix for the past two years. The contact information includes Customer name and address, contact person's name, contact phone numbers and contact email address, if available.

Use this format for each customer:

Vendor name:	
Customer name:	
Customer contact:	
Customer phone number:	()
E-mail address	

1. Dates of services provided?
2. Number of trips billed annually for the past two years?
3. Payor Mix?
4. Short Profile.